



BOARD OF SUPERVISORS
COUNTY OF BUTTE, STATE OF CALIFORNIA

Resolution No. 11-071

**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
PROFESSIONAL EMPLOYEES ASSOCIATION FOR JULY 12, 2011 – JULY 11, 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 Professional Employees Association (hereinafter "PEA") expired June 30, 2010; and

WHEREAS, the County representatives and representatives of the PEA have been meeting and conferring since June 15, 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 PEA review of the 2010 Comprehensive Annual Financial Report (CAFR) to PEA on March 15, 2011; and

WHEREAS, the County's bargaining representatives met with PEA 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 PEA on May 5, 2011; and

WHEREAS, the PEA membership rejected both the County's one and three year Last, Best and Final Offers on May 20, 2011; and

WHEREAS, the County's bargaining representatives declared impasse on May 24, 2011 and requested an impasse meeting; and

WHEREAS, on June 9, 2011, the County and the PEA 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 PEA. 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 attached Terms and Conditions of Employment for the term of July 12, 2011 – July 11, 2012 for County Employees in the PEA, 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 PEA 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

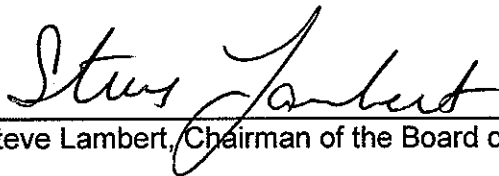
PASSED AND ADOPTED by the Board of Supervisors, of the County of Butte, State of California, at a regular meeting of said Board, held on the 12th day of July 2011, by the following vote:

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- 071

Butte County Comprehensive Imposed Terms and Conditions for the Professional Employees Association

The following terms and conditions of employment shall be in effect from July 12, 2011 through July 11, 2012 for the County of Butte employees in the Professional Employees Association. The language below for the various sections will replace the language contained in the MOU in its totality.

Imposition Date: July 12, 2011

Subjects: 1 Year Imposition Terms and Conditions

Term: July 12, 2011 through July 11, 2012

Imposed Terms and Conditions:

1. Delete the Following MOU Sections:

8.02(a)(b)(c)(g) Overtime
8.10 Shift Differential Pay
8.11 Step Increases
9.00 Vacation
10.00-10.02 Leaves of Absence
10.03 Family Leave
11.00 Sick Leave
12.00 Holidays
15.01(a)(c) Mileage Allowance

2. Section 3.05-Indemnification and Hold Harmless

The County shall not be liable to the Association, employees or any other party by reason of this section for the remittance or payment of any sum other than the actual deductions made from the employee's paycheck. The Association shall save the County harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken by the employer under 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 3.01-3.05. 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 3.01-3.05.

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 prior approval of the County Administrative Officer as to size, type and location, the Association may install and maintain separate bulletin boards in employee rest areas in County buildings.

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, 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 will provide notice and will meet and confer if requested 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

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

5. Section 7.02(e) Alternate Schedules:

Employees in this bargaining unit who are assigned to the Psychiatric Health Facility, the Crisis Stabilization Unit or the Mobile Crisis Team may be assigned to an alternate work schedule of twelve (12) hour shifts while so assigned.

6. Section 8.08 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 four weeks shall not affect the calculation of bi-lingual pay.

The Director of Human Resources shall formulate policies and procedures for administering the provisions of this section which will require the written justification by the appointing authority, verification of the employee's language or communication skill ability and procedures for review of continued need on no less than an annual basis.

7. Section 16.02(c) Definition and Scope of a Grievance:

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

8. Section 20.02 Probationary Period:

Delete section from MOU.

9. Section 15.02 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.

In lieu of the above, an employee who is enrolled in an accredited college course or courses in the pursuit of a formal degree that directly applies to the position and the department of employment may annually request tuition reimbursement in writing. If the reimbursement is approved in writing in advance by the Department Head and the Chief Administrative Officer, the employee may be provided up to one half (1/2) the cost of the college units completed upon proof of completion of the semester or quarter with a grade point average (GPA) of 3.0 or better, up to a maximum of \$2,000 per fiscal year. In return, the employee agrees that if he/she voluntarily leaves the employ of the County within three (3) years (including at least one (1) year in the department) of receiving this tuition reimbursement, he/she shall reimburse the County for the reimbursement received.

Some or all of that repayment may be accomplished through a deduction from the employee's final paycheck, assuming that check is for an amount equal to or greater than the amount that is the subject of this agreement.

The County of Butte reserves the right to recover any outstanding amounts that may be due under this agreement as provided by law.

10. Section 8.12 Promotional Opportunities:

Delete section from MOU.

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 unless the parties expressly agree to continue them.

13. Section 14.02 Retirement Contribution:

Effective the pay period beginning July 23, 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.

14. Section 14.01 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:

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 the first two options.

15. Section 13.05 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 premium for the 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 having ten (10) years 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 twelve (12) months of County paid health premiums (employee only) immediately following retirement; and may also continue to insure their dependents by advising the Director of Human Resources and advancing the dependents portion of the health insurance premium for quarterly coverage for that year, or by deducting the dependents portion from the employee's "account".

As an option to the sick leave buy-back plan specified in Section 11.03 of the Memorandum, the employee may convert unused sick leave to health insurance premium payments as follows: The County shall calculate the value of the employee's unused sick leave based on one day of sick leave on accrual on the date of retirement being converted to one month of employee only health insurance premium. This conversion shall be made at the time of retirement, and the amount shall be credited to the employee's "account." The employee's (and dependents, if applicable) health insurance premium, and any future premium increases, will be deducted from the account until the account is depleted. Upon depletion, the employee will be notified that they are responsible for assuming payment of the premiums. To continue on the plan, the employee shall advance the full health insurance premium for quarterly coverage for the employee (and dependents, if applicable).

The employee may cover either the employee only or the employee and insured dependent(s) under this section to age 65. Rights to continuation of health coverage above are in addition to any right the employee has under COBRA.

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

16. Section 8.06 Short Term Disability Insurance:

The County may reopen negotiations concerning proposed amends to this Section 8.06.

17. 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.

18. Retiree Medical Trust Discussion:

The County is open to considering the implementation of an employee-funded retiree medical trust.