



Contra Costa County

To: Board of Supervisors
From: David Twa, County Administrator
Date: August 25, 2015

Subject: Memoranda of Understanding with Probation Peace Officers' Association of Contra Costa County

RECOMMENDATION(S):

ADOPT Resolution No. 2015/324 approving the Memorandum of Understanding between Contra Costa County and the Probation Peace Officers' Association of Contra Costa County (PPOACCC), implementing negotiated wage agreements and other economic terms and conditions of employment, for the period of July 1, 2015 through June 30, 2018.

FISCAL IMPACT:

The estimated cost of the negotiated contract is \$1.3 million for FY 2015/16 (\$1.2 million from the 4% wage increase for eleven months, \$527,000 of this is pension cost and \$144,000 for healthcare); \$2.9 million for FY 2016/17 (\$1.3 million from the previous wage increase, \$575,000 of this is pension cost, \$1.3 million from the second 4% increase, and \$336,000 for healthcare); and \$4.3 million for FY 2017/18 (\$1.3 million each for the previous wage increases, \$1.3 million for the third 4% increase, and \$431,000 for healthcare). The estimated cost of the three year contract is \$8.6 million. Implementation of a change in the Cost of Living Adjustment (COLA) to the pension benefit for employees who become members of the Contra Costa County Employees' Retirement Association (CCCERA) on and after January 1, 2016, is intended to result in long term savings for both the employee and the County.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: August 25, 2015

Contact: Lisa Driscoll, County
Finance Director (925) 335-1023

David Twa, County Administrator and Clerk of the
Board of Supervisors

By: , Deputy

BACKGROUND:

The Probation Peace Officers' Association of Contra Costa County began bargaining with Contra Costa County on May 5, 2015. A Tentative Agreement was reached between the County and PPOACCC on August 17, 2015. The resulting Memorandum of Understanding, which is attached, includes modifications to wages, retirement, health care, and other benefit changes. In summary, those changes are:

- Duration of Agreement - Section 47.4
 - The term of the agreement is from July 1, 2015 through June 30, 2018.
- General Wages - Section 5.1
 - Effective August 1, 2015, the salary of all classifications will be increased by 4%.
 - Effective July 1, 2016, the salary of all classifications will be increased by 4%.
 - Effective July 1, 2017, the salary of all classifications will be increased by 4%.
- Withdrawal of Membership - Section 2.5
 - The language in the agreement regarding the withdrawal of membership has been updated to remove reference to the specific year that such withdrawal must take place.
- Lead Probation Counselor - Section 5.13
 - The language in the agreement has been revised to clarify eligibility for applicable shift differential.
- Deferred Comp Loan Provision - New Section 5.15.D
 - Language has been added to the agreement to include a deferred compensation loan provision.
- Days & Hours of Work - Section 6
 - The work schedules listed in the agreement have been updated to include a 9/80 work schedule.
 - Language has been added to the agreement that requires hourly employees, including temporary and permanent intermittent employees, to timestamp in and out for work shifts and meal breaks.
 - Language has been added to the agreement that requires salaried employees to report time off and time worked for special pays on electronic timecard.
 - The language in the agreement has been revised to require that all leave accruals be reported in 1 minute increments
 - Language has been added to the agreement that waives further meeting and conferring related to impacts that result from implementation of automated timekeeping system, including but not limited to calculation of pays and reporting of time.
- Overtime and Compensatory Time - Section 7
 - The language in the agreement has been revised to define Straight Time Pay; clarify definition of Overtime Pay to be hours worked, not hours paid; and limit change in election of compensatory time to once per fiscal year.
- Call Back Time - Section 8
 - Language has been added to the agreement regarding the calculation of call

back time and the requirement that employees must leave the premises to be eligible for call back time.

- Shift Differential - Section 9

- The language in the agreement has been updated regarding the calculation of shift differentials.

- Workforce Reduction/Layoff/Reassignment - Section 10.2.H.

- The language in the agreement has been revised to reduce the length of time individuals remain on the layoff list (from four (4) years to two (2) years).

- Holidays - Section 11

- The language in the agreement has been revised regarding holidays for part-time and permanent intermittent employees.
- Language has been added to the agreement regarding holidays for full-time employees scheduled to work less than 8 hours (short shift) on a holiday observed.
- Language has been added to the agreement that limits overtime pay to 8 hours for employees who move their holiday to the next work day.
- Language has been added that requires full-time employees working at twenty-four (24) hour operations, whose regular assigned schedule requires work on a holiday, to observe the holiday on the date the holiday falls including Saturdays or Sundays.
- The language in the agreement has been revised to require that personal holiday accruals be reported in 1 minute increments. (Section 11.1.B.)
- The language in the agreement has been revised to limit election of flexible compensatory time and holiday compensatory time to once per fiscal year.

- Accrual Increments - Section 11.1.B., Section 12.1, and Section 13.2

- The language in the agreement has been revised to require that all personal holiday time be reported in 1-minute increments (Section 11.1.B),
- The language in the agreement has been revised to require that all vacation accruals be reported in 1-minute increments (Section 12.1).
- The language in the agreement has been revised to require that all sick leave be reported in 1-minute increments (Section 13.2).

- Health & Welfare, Life & Dental – Sections 17, Section 42, and Section 44.4

- The health plan coverage and monthly premium subsidy sections were amended to provide a three tier structure for health and dental plan premiums and subsidies and to reduce the number of plans. (Sections 17.1 and 17.2)
- A new section was added to the MOU that provides no cost increases for employees for the 2016 plan year, additionally the County will pay fifty percent (50%) of the future increases to medical plans above the 2016 premiums rates beginning with the 2017 plan year. (Section 17.7)
- The language in the agreement has been revised regarding benefit access for Permanent Intermittent employees. (Section 42).
- Language pertaining to healthcare benefits for temporary employees has been removed. (Section 44.4)

- Grievance Procedure - Section 23

- The language in the agreement has been updated to include a specified

timeframe of fifteen (15) work days to issue a Step 3 written response.

- Retirement - Section 25

- Language has been added to the agreement regarding retirement benefits for persons who become new members of CCCERA on or after January 1, 2013, as governed by the California Public Employees' Pension Reform Act of 2013 (PEPRA).
- Language has been added to specify a two percent (2%) Cost of Living Allowance (COLA) for PEPRA Tier employees who become new members of CCCERA on or after January 1, 2016.

- Video Display Terminal (VDT) Users Eye Exam - Section 27.C

- The language in the agreement has been updated to reflect a new title (Computer Vision Care).
- The language in the agreement has been updated to allow an increased dollar contribution of \$50 towards frames.

- Pay Warrant Errors - Section 30

- The language in the agreement regarding pay warrant errors has been updated to allow for a repayment period of up to 3 times the length of time the overpayment occurred.

- Permanent Part Time Employees - Section 41

- The language in the agreement has been revised to define eligibility for pays and benefits for permanent part-time employees.

- Permanent-Intermittent Employees - Section 42

- The language in the agreement has been revised to define terms and define eligibility for different types of pays and benefits.

- Provisional Employees - Section 43

- The provision in the agreement pertaining to Provisional Employees has been removed.

- Temporary Employees - Section 44

- The language in the agreement has been revised to define terms and eligibility for different types of pays and benefits.

- Scope of Agreement - Section 47.1

- The County and the Association agree that all relevant side letters have been incorporated into the agreement and that any outstanding side letters not incorporated into the agreement are no longer considered effective.

- Miscellaneous Provisions - Section 50

- The provision in the agreement pertaining to the Wellness Incentive Program (Section 50.C) has been removed.

- Inclusion of Probation Supervisors Unit

- Section 1 – Language has been added to the agreement that formally recognizes Probation Supervisors Unit as part of the Association.
- Section 43 – Language has been added to the agreement to establish a Special Benefits section applicable to employees in the Probation Supervisor I and Institutional Supervisor I classifications.
- Section 10.2.E – Language has been added to the agreement to indicate that employees in the Probation Supervisor I and Institutional Supervisor I

- classifications are not included in either the Probation Officer or Probation Counselor series, but are instead stand-alone classifications respectively.
- Section 11.2.A – The language in the agreement has been revised to require that Institutional Supervisor I employees assigned to a twenty-four (24) hour facility observe Independence Day, Christmas Day or New Year’s Day on the day it falls, including Saturdays and Sundays.
 - Section 13.3 – Language has been added to the agreement to include baby-bonding under the policies governing the use of paid sick.
 - Classification name change – Global Change
 - The County and the Association agree to change in the agreement all references to “Probation Counselor” to “Juvenile Institution Officer.”

CONSEQUENCE OF NEGATIVE ACTION:

Employees will continue to work without a contract.

CLERK'S ADDENDUM

DELETED from consideration.

ATTACHMENTS

Resolution No. 2015/324

PPOACC MOU 7/1/15 thru 6/30/18