



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors

From: David Twa, County Administrator

Date: August 25, 2015

Subject: Memorandum of Understanding between CCC Fire Protection District and United Chief Officers Association (UCOA)

RECOMMENDATION(S):

ADOPT Resolution No. 2015/4 approving the Memorandum of Understanding (MOU) between Contra Costa County Fire Protection District and United Chief Officers Association (UCOA) implementing negotiated wage agreements and other economic terms and conditions of employment beginning July 1, 2014 through June 30, 2017.

FISCAL IMPACT:

The estimated cost of the negotiated contract is \$227,500 for FY 2015/16 (\$192,500 from the 6% wage increase for eleven months and \$35,000 from the 2% wage increase for six months, \$96,000 of the total is pension cost); \$387,000 for FY 2016/17 (\$280,000 from the previous fiscal year's wage increases, \$102,000 of this is pension cost, \$70,000 from the 2% increase as of July 1, 2016 and \$43,000 for a 2.5% longevity differential as of January 1, 2017). The estimated cost of the three year contract is \$615,000. The negotiated change to healthcare cost sharing reduces future healthcare cost increases beginning January 1, 2017. 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

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor

ABSENT: Federal D. Glover, District V Supervisor

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

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

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

By: June McHuen, Deputy

BACKGROUND:

United Chief Officers Association (UCOA) began bargaining with Contra Costa County Fire Protection District June 6, 2014. A Tentative Agreement was reached on August 13, 2015. The resulting Memorandum of Understanding (MOU), which is attached, include modifications to the bargaining unit, wages, retirement, healthcare, and other benefit changes. In summary, those changes are as follows:

- Term (Section 35.4)
 - The term of the agreement is July 1, 2014 – June 30, 2017.
- Preamble (Preamble and Personnel/Operational Policies)
 - The preamble was updated to include select Personnel Bulletins and the number associated with each bulletin.
- Definitions (Definitions Section)
 - Temporary employment was deleted from this section as UCOA does not represent temporary employees.
- Salaries (Section 5)
 - Effective on August 1, 2015, the base rate of pay for all classifications will be increased by six percent (6.0%).
 - Effective on January 1, 2016, the base rate of pay for all classifications will be increased by two percent (2.0%).
 - Effective on July 1, 2016, the base rate of pay for all classifications will be increased by two percent (2.0%).
- Longevity (Section 26.1)
 - Effective January 1, 2017, employees who have completed twenty (20) years of appointed service for the District shall be eligible to receive a two and one-half percent (2.5%) longevity differential.
- Retirement (Section 21)
 - 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.
- Health and Welfare, Life and Dental Care (Section 14)
 - For the plan year that begins on January 1, 2016, the District will contribute up to an amount equivalent to 80% of the 2016 CalPERS Kaiser premium.
 - For the plan year that begins on January 1, 2017, the District will pay a monthly premium subsidy for each health plan that is equal to the actual dollar monthly premium subsidy that is paid by the District for that plan as of November 30, 2016. If there is an increase in the monthly premium charged by a health plan for 2017, the District and the employee will each pay fifty percent (50%) of that increase. For each plan year thereafter, and for each plan, the District and the employee will each pay fifty (50%) of the monthly premium

increase above the 2016 plan premiums.

- Delta and PMI Delta Care

- For the plan year that begins on January 1, 2016, the District will pay a monthly premium subsidy for each dental plan that is equal to the actual dollar monthly premium subsidy that is paid by the District as of November 30, 2015. In addition, if there is an increase in the monthly premium charged by a dental plan for 2016, the District and the employee will each pay fifty percent (50%) of that increase. For each plan year thereafter, the District and the employee will each pay fifty percent (50%) of the monthly premium increase above the 2015 plan premium.

- Dental Only

- Employees who elect dental coverage as stated above without health coverage will pay one cent (\$.01) per month for such coverage. Beginning on January 1, 2016, the District will pay a monthly dental premium subsidy for each dental plan that is equal to the actual dollar monthly premium subsidy that is paid by the District for 2015. If there is an increase in the premium charged by a dental plan for 2016, the District and the employee will each pay fifty percent (50%) of the increase. For each plan year thereafter, the District and the employee will each pay fifty percent (50%) of the premium increase that is above the 2015 plan premium.

- Retirement Dental Coverage (Section 14.11.A.2)

- For employees hired on or after January 1, 2015, no monthly premium subsidy will be paid by the District for any dental plan after they separate from District employment.

- Holidays (Section 9)

- Revised how part-time employees accrue personal holiday credit.
- Updated language to reflect personal holiday accruals can be taken in one minute increments.

- Days & Hours of Work/Timekeeping Waiver (Section 28)

- A new section was added to define work schedules, workweeks, automated timekeeping implementation and pay practice waiver.

- Overtime Compensation (Section 6.1)

- Language was added to comply with State Mutual Aid reimbursement.

- Vacation Leave/Sick Leave (Section 10/Section 11)

- Credits to and charges against sick leave/vacation shall be made in minimum amounts of one (1) minute increments.

- Pay Warrant Errors (Section 5.14)

- Pay errors recovery time is six (6) months; repayment schedules for overpayments shall be no longer than three (3) times the length of time the overpayment occurred.

- Performance Evaluations (Section 5.3)

- A performance evaluation is required annually on or about an employee's anniversary date.

- Uniform Allowance (Section 24)

- The uniform allowance increased from \$50 per month to \$54.50 per month.

- Continuous Work Hours (Section 29)
 - The maximum number of continuous hours was reduced from 120 to 96.
- Deferred Comp Incentive (Section 26.2)
 - Language updated to reflect the applicable District supplement if an employee discontinues contributions or contributes less than the required amount per month.
- Scope of Agreement (Section 35)
 - Any past side letters or any other agreements that are not incorporated into or attached to this MOU are deemed expired upon approval of this MOU by the Board of Directors.

CONSEQUENCE OF NEGATIVE ACTION:

Employees will continue to work without a contract.

CLERK'S ADDENDUM

Speaker: Melody Lacy, resident of Martinez.

ATTACHMENTS

Resolution No. 2015/4

UCOA MOU 7/1/14 thru 6/30/17

Comprehensive Mediation Agreement