

Web Posting Transmittal Sheet

Meeting Date: 9/9

✓	BU #	NAME OF UNIT
	6	Health and Welfare Supervisors <i>SHAPE</i>
	10	Skilled Craft and Service Maintenance <i>Stationary Engineers, Local 39</i>
	3	Law Enforcement Employees
	4	Law Enforcement Supervisors <i>Deputy Sheriff's Association</i>
	12	Probation Employees
	15	Probation Supervisors <i>Probation Peace Officer Association</i>
	13	Correctional Officers <i>Sheriff's Custody Association</i>
	14	Correctional Supervisors <i>Teamsters, Local 856</i>
	17	Law Enforcement Management
	18	Law Enforcement Management <i>Law Enforcement Management Association</i>
	2	Nurses
	7	Regulatory, Technical and General Services
	9	Clerical Employees
	5	Health and Welfare Service Employees
	8	General Services Supervisors
	82	EH Nurses
	87	EH Regulatory, Technical, & General Services
	89	EH Clerical Employees
	90	EH Probation Employees <i>SEIU</i>
	1	Attorneys <i>Teamsters, Local 150</i>
X	11	Psychiatrists, Physicians and Dentists <i>Union of American Physicians & Dentists</i>
	16	Mld Management <i>AAMPS</i>
	19	Executive and Senior Management <i>Professional & Technical Engineers, Local 21</i>

- County Proposal(s) to Union
- Union Proposal(s) to County

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Proposal(s) attached.

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UHPD
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MATA



Unit #11 MOU
10/24/2017 - 10/23/2019

County Proposal #3 Clean Up - April 1, 2019

6.4 Dental Insurance

Regular or limited-term employees are eligible for dental insurance coverage for the employee and eligible dependents beginning the first of the month following ~~six (6)~~ months of continuous service ~~appointment~~ with the County. ~~Effective beginning the latter of full adoption of the amendment to the collective bargaining agreement or the pay period which includes November 1, 2015, the eligibility period for the dental insurance shall begin the month following appointment with the County.~~

The County pays one hundred percent (100%) of the monthly dental care insurance premium rate on behalf of each regular or limited-term full-time employee and his/her eligible dependents. The County's contribution will be a pro-rated amount of the full-time premium for regular or limited-term part-time employees in proportion to the relationship their basic workweek bears to forty (40) hours. Premium amounts in excess of the County contribution will be paid by the participating employee by payroll deduction.

The County shall maintain the existing dental insurance benefits throughout the term of this Agreement. However, it is understood that insurance plan providers from time to time mandate changes in benefits and the County has no responsibility for replacement of benefits which may be eliminated or modified by any plan provider.

The County reserves the right to provide additional dental insurance plans.

TA 9/9/19

County Proposal #4 – Clean Up – April 1, 2019

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[Handwritten signatures and initials]

6.10 Retirement

- A. PERS Contract.
Subject to the terms of this subsection 6.10, the County will maintain its contract with the State Public Employees' Retirement System (PERS) and the benefits currently provided there under.

- B. PEPRA Tier.
~~Effective January 1, 2013~~ The County implemented a new pension tier in accordance with and subject to the terms of the Public Employees' Pension Reform Act of 2013. The new pension tier is referred to in this MOU as the "PEPRA tier."

- C. PEPRA Basic Retirement Formula.
For non-safety (miscellaneous) employees required by law to participate in the PEPRA tier, the PEPRA established a pension formula of two percent (2%) of pensionable compensation for each qualifying year of service at the normal retirement age of sixty-two (62) years. For purposes of this formula, PERS will calculate an eligible retiree's pension based on the average annual pensionable compensation earned by the member during the thirty-six (36) consecutive month period immediately preceding retirement (or date of last separation from service if prior to retirement) or any other period of thirty-six (36) consecutive months during the member's applicable service that the member designates.

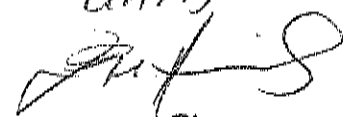
- D. Disputes Over PEPRA.
If an employee or the Union disputes the manner in which the County applies the PEPRA Tier to a bargaining unit member, neither the Union nor employee may submit the matter as a grievance under the Grievance Procedure set forth in section 19. If any term of this MOU conflicts with the PEPRA or any amendment thereto, the PEPRA or such amendment will prevail.

- E. Pre-PEPRA Tier.
The County's contract with the Public Employees' Retirement System provides the Miscellaneous Retirement (2.7% @ age 55) for employees in the bargaining unit who are not required by law to participate in the PEPRA Tier and who are not participants in the formula described in 6.10.F below.

- F. Pre-PEPRA Tier 2
The County amended its contract with CalPERS to provide employees hired on or after May 4, 2012 in bargaining unit classifications with a Miscellaneous Retirement formula of 2% @ age 60 in lieu of the 2.7% at 55 formula described in subsection 6.10.E above. This provision applies to employees who are not eligible under the County's contract with PERS to participate in the pension tier described in paragraph 6.10.E above and who are not required by law to participate in the PEPRA tier described in paragraph 6.10.C above.

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Unit #11 MOU
10/24/2017 - 10/23/2019

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County Proposal #5 – Clean Up – April 1, 2019

Section 19.3 Grievance Steps:

Step 4. Adjustment Board Mediation

If the parties are unable to reach a mutually satisfactory accord on any grievance, which arises and is presented during the term of this Memorandum of Understanding, the moving party shall have twenty-one (21) calendar days to request in writing that the grievance be scheduled for mediation ~~an Adjustment Board~~.

~~The Adjustment Board~~ Mediation will be convened within ninety (90) working days of receipt of the timely request for mediation ~~an Adjustment Board~~.

~~The Adjustment Board shall be comprised of a mediator from the State Mediation Service, one (1) Union representative, and one (1) representative of the County.~~

The mediator shall be selected by mutual agreement from the State Conciliation Service.

The recommendation of the Adjustment Board mediator shall be advisory only.

The Adjustment Board mediator shall not issue any public statement of fact or opinion on the matter in question.

The Adjustment Board's mediator's recommendation shall neither be made public nor be introduced into any other grievance level by the other party.

Either party may appeal the recommendation of the mediator ~~Adjustment Board~~ to arbitration.

An employee from the department in which the issues arose may not participate as a mediator ~~an Adjustment Board member~~.

Step 5. Arbitration

If the grievance is not resolved at Step 4, the Union or the County may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the Director of Human Resources.

In the event the parties are unable to agree on an arbitrator, the parties shall solicit from the State of California Mediation/Conciliation Serve a list of seven (7) arbitrators.

After the receipt of the list, the parties shall alternatively strike arbitrator's names from the list until one (1) arbitrator's name remains.

The fees and expenses of the arbitrator and of a Court Reporter shall be shared equally by the Union and the County. Each party, however, shall bear the cost of its own

presentation, including preparation and post hearing briefs, if any. The request for arbitration shall be made in writing within twenty-one (21) calendar days following completion of mediation on the Adjustment Board.

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19.4 Scope of Adjustment Board Mediation and Arbitration Decisions

- A. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto.
- B. No ~~Adjustment Board~~ mediator and no arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union which has been certified as the recognized employee organization for such unit unless such dispute falls within the definition of a grievance as set forth in Section 19.1.
- C. Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. ~~Neither any Adjustment Board nor any~~ No arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.
- D. If the Director of Human Resources in pursuance of the procedures outlined in Section 19.3, Step 3 above or the ~~Adjustment Board mediator~~ in pursuance of the provisions of 19.3, Step 4 above, resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to arbitration and the arbitrator finds that the County had the right to take the action complained of, the arbitrator may not substitute his/her judgment for the judgment of management and if he/she finds that the County had such right, he/she may not order reinstatement and may not assess any penalty upon the County.

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19.5 Compensation Complaints

- A. All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Director of Human Resources. Only complaints, which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding, shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than sixty (60) days from the date upon which the complaint was filed.
- B. No change in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from ~~Adjustment Board~~ or arbitration

proceedings hereunder) will be recognized unless agreed to by the Director of Human Resources and the Union.

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