

DEPARTMENT OF
HUMAN RESOURCES

Our Mission: To create a thriving organization, providing meaningful careers in public service.

September 13, 2016

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Marin County Board of Supervisors
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SUBJECT: Notice of Tentative Agreement between the County of Marin and the Deputy Sheriffs' Association

Dear Board Members:

RECOMMENDATION: The Human Resources Department recommends that your Board approve the tentative agreement reached between the County of Marin and the Deputy Sheriffs' Association for a successor 3-year collective bargaining agreement, and authorize the Board to execute the Collective Bargaining Agreement.

SUMMARY: This 3-year agreement reflects many of the County's long-term priorities, which include completely eliminating the County's contribution towards the employee's share of pension costs ("EPMC," or Employer Paid Member Contribution) after July 2018, amending health benefits to ensure affordability for its employees, and providing salary increases to employee salaries to ensure that salaries are in line with comparable counties¹. The Collective Bargaining Agreement with this bargaining unit expired on June 30, 2016.

Although not required by law, your Board has requested MCERA to prepare a report on the actuarial impact on future retirement costs of the salary increases proposed in the tentative agreement in order to provide greater transparency to the public. An estimate of the long-term pension liabilities is attached for review prior to the adoption of the labor agreement. The Human Resources Department will seek your Board's approval of the parties' tentative agreement at the September 13, 2016 Board of Supervisors' meeting.

The agreed upon terms include:

Term August 14, 2016 – June 30, 2019

Salaries **Year 1:**
Effective the pay period beginning August 14, 2016, the

¹ We note that represented employees received no wage adjustments in four of the past five years. Whereas other County employees received a cost of living adjustment in 2014, the DSA took no increase.

rate of pay for all represented employees shall be increased by three percent (3.0%).

Year 2:

Effective the first full pay period in July 2017, the rate of pay for all represented employees shall be increased by three percent (3.0%).

Year 3: Effective the first full pay period in July 2018, the rate of pay for all represented employees shall be increased by two and one half percent (2.5%).

Equity:

For represented employees in the Deputy Sheriff, Sheriff's Sergeant and Deputy Sheriff Trainee classifications:

Year 1: Effective the pay period beginning August 14, 2016, the rate of pay shall increase by 2 percent (2%).

Year 2: Effective the first full pay period in July 2017, the rate of pay shall increase by one and a half percent (1.5%).

Year 3: Effective the first full pay period in July 2018, the rate of pay shall increase by one percent (1%).

For represented employees in the Coroner's Investigator, District Attorney Inspector and Senior District Attorney Inspector classifications:

Year 1: Effective the pay period beginning August 14, 2016, the rate of pay shall increase by one percent (1%).

Year 2: Effective the first full pay period in July 2017, the rate of pay shall increase by one percent (1%).

Year 3: Effective the first full pay period in July 2018, the rate of pay shall increase by one half of a percent (.5%).

Health Benefits:

Biweekly fringe benefits:

Effective the pay period beginning August 14, 2016, the following adjustments shall be made to the County's fringe benefit contributions:

Employee only: Adjust the Biweekly fringe amount to \$475.82.

Employee Plus One: Adjust the Biweekly fringe amount to \$541.28 (for employees w/ annual salaries at or above \$70,000); and \$551.58 (for employees w/ annual salaries below \$70,000).

Employee Plus Family: Adjust the Biweekly fringe amount to \$725.86 (for employees w/ annual salaries at or above \$70,000); and \$746.46 (for employees w/ annual salaries below \$70,000).

Effective the respective pay periods in December 2016, December 2017 and December 2018, during which health insurance rates are normally adjusted, the County will provide an increase to the flat dollar contribution amount by an amount equivalent to three percent (3%) – five percent (5%), based on the Kaiser Silver premium increase. In no event will the increase be less than 3% or more than 5%.

Any employee enrolling in County medical coverage is eligible to receive up to \$100.00 cash back of any remaining unused amount of their bi-weekly fringe benefit package.

An employee who waives participation in County medical coverage will receive up to \$100 cash back biweekly after mandatory and optional insurances are deducted.

Health Reimbursement Arrangement:

For represented employees hired after January 1, 2013 who are no longer eligible for any County contribution towards the employee's pension costs, the County's biweekly contribution into a Health Reimbursement Arrangement (HRA) will be eliminated over the term of the Collective Bargaining Agreement as follows:

- Effective the first full pay period in January 2017, the County's biweekly contribution will be \$69.60;
- Effective the first full pay period in July 2017, the County's biweekly contribution will be \$34.80;
- Effective the first full pay period in July 2018, the County's biweekly contribution will be eliminated.

One-Time Payment:

Effective the pay period beginning August 14, 2016, employees in the employee only benefit tier and

employees who waive health insurance will receive a non-pensionable one-time payment of \$400.

Effective in the first full pay period in July 2017, employees in the employee only benefit tier and employees who waive health insurance will receive a non-pensionable one-time payment of \$200.

Retirement Changes:

For represented employees hired before January 1, 2013 who receive safety employees' retirement:

The County will eliminate 3% of the Employer Paid Member Contribution (EPMC) over the term of the Collective Bargaining Agreement as follows:

Effective the first full pay period in January 2017, the County shall reduce its contribution to 2.0% of an employee's biweekly salary towards the employee's retirement contribution.

Effective the first full pay period in July 2017, the County shall continue to reduce its contribution and will contribute 1.0% of an employee's biweekly salary towards the employee's retirement contribution.

Effective the first full pay period in July 2018, the County shall eliminate the remaining 1.0% contribution of an employee's biweekly salary towards the employee's retirement contribution.

For represented employees hired before January 1, 2013 who receive miscellaneous employees' retirement:

The County will eliminate 2% of the Employer Paid Member Contribution (EPMC) over the term of the Collective Bargaining Agreement as follows:

Effective the first full pay period in January 2017, the County shall reduce its contribution to 1.33% of an employee's biweekly salary towards the employee's retirement contribution.

Effective the first full pay period in July 2017, the County shall reduce its contribution to .66% of an employee's biweekly salary towards the employee's retirement contribution.

Effective the first full pay period in July 2018, the

County shall eliminate the remaining contribution of .66% of an employee's biweekly salary towards the employee's retirement contribution.

Miscellaneous:

P.O.S.T Certificate Incentive:

Effective August 14, 2016, Association members who possess an intermediate certificate awarded to them by the California Commission on Peace Officer Standards and Training will be eligible for a P.O.S.T. certificate incentive of \$275.00 per month, payable in biweekly payments of \$126.92 per pay period.

Effective August 14, 2016, Association members who possess an advanced certificate awarded to them by the California Commission on Peace Officer Standards and Training will be eligible for a P.O.S.T. certificate incentive of \$425.00 per month, payable in biweekly payments of \$196.15 per pay period.

Effective the first full pay period in July 2017, Association members who possess an intermediate certificate awarded to them by the California Commission on Peace Officer Standards and Training will be eligible for a P.O.S.T. certificate incentive of \$325.00 per month, payable in biweekly payments of \$150.00 per pay period.

Effective the first full pay period in July 2017, Association members who possess an advanced certificate awarded to them by the California Commission on Peace Officer Standards and Training will be eligible for a P.O.S.T. certificate incentive of \$475.00 per month, payable in biweekly payments of \$219.23 per pay period.

Bilingual Pay:

Effective the pay period beginning August 14, 2016, the bilingual differential paid to employees working in an assignment requiring the use of bilingual skills will increase from 2.5% to 5%.

Step Increases (Regular Hires):

Regular-hire employees hired before August 14, 2016 shall be eligible for movement from step 1 to step 2 of their respective pay ranges the first day of the pay period following six months (1,040 regular hours) of satisfactory performance as documented by a written

performance evaluation showing satisfactory or better performance. Movement from step 2 to higher steps in the range shall be after documented satisfactory performance and the completion of an additional twelve months (2,080 regular hours) of service in the class. Eligibility for subsequent merit pay increases shall occur after completion of an additional 2,080 regular hours of service in the class.

Regular-hire employees hired on or after August 14, 2016 shall be eligible for movement from step 1 to step 2 and to each successive step of their respective pay ranges the first day of the pay period following one year (2,080 regular hours) of satisfactory performance as documented by a written performance evaluation showing satisfactory or better performance.

Step Increases (Extra Hires):

Extra-hire employees shall be advanced from the first step in a five-step salary range the first day of the pay period following completion of 2,080 hours of total paid service. Eligibility for subsequent merit pay increases shall occur at intervals at 2,080 regular hours worked.

Extra-hire employees shall be advanced one step in a three-step salary range the first day of the pay period following completion of 2,080, 4,160, and 6,240 hours of total paid service.

Hiring an Extra-Hire Into a Regular Hire Appointment (Step Increases):

An extra-hire employee who continuously occupies a position with a five-step salary range for one year (2,080 hours) shall, if thereafter appointed on a regular basis, be compensated at the second step of the salary range.

An extra-hire employee who continuously occupies a position with a three-step salary range for one year (2,080 hours) shall, if thereafter appointed on a regular basis, be compensated at the same step until he completes one year of service. A step increase will be granted after completion of one year's (2,080 hours) service.

FISCAL IMPACT: These salary and benefit adjustments will result in incremental cost increases of \$1,538,348 in FY 2016-2017. Please see the attached costing summary which identifies a more detailed fiscal impact of the proposal. Funds have been allocated by the County Administrator's Office in departmental budgets for the proposed adjustments.


REVIEWED BY:

County Administrator
 Department of Finance

County Counsel
 Human Resources

Please let me know if you have any questions or concerns.

Respectfully submitted,



Mary Hao
Director of Human Resources

cc: Matthew Hymel, County Administrator
Angela Nicholson, Assistant County Administrator, CAO
Roy Given, Director of Finance
Jeff Wickman, Retirement Administrator, MCERA
Cynthia Brown, Personnel Analyst II, Human Resources

ADDENDUM – DEPUTY SHERIFFS’ ASSOCIATION

Summary of Key Non-Economic Items

- ACA Reopener:** The parties agree to a re-opener during the term of the Collective Bargaining Agreement if any of the health plans now provided to employees will be subject to the excise tax or penalty related to plan design under the Affordable Care Act (“ACA”). The purpose of the re-opener will be to address, among other things, implementing new plans or changes in plan design that would help the County and employees avoid the excise tax or penalty related to plan design. The intent is not to increase the County contribution to offset the excise tax for employees.
- The parties also agree that if the level of benefits the ACA mandates be provided to temporary employees and part-time (less than half-time) employees or if the number of hours an employee must work to be eligible for benefits under the ACA changes, the union or the County may re-open the contract on this subject.
- ATOM Reopener:** During the term of the Collective Bargaining Agreement, the County may re-open the agreement to meet and confer on the decision and/or impacts of the modifications that are required in order for the County to implement a new Enterprise Resource Planning system.
- Comparator Agencies:** The parties agree to meet approximately one year before the expiration of the 2016-2019 Collective Bargaining Agreement to discuss the comparator agencies that will be used for the subsequent successor agreement.
- Work Periods:** The parties agreed to update the Collective Bargaining Agreement to include the relevant work periods for represented employees.