**Date: \_\_\_\_\_\_May 10, 2018\_\_\_\_\_\_\_\_\_ Package Proposal # \_\_\_\_\_1\_\_\_\_**

* Local 39 Proposal: Article 4: TERM OF MEMORANDUM

4.1 The following items shall constitute the complete and full agreement of the parties concerning wages, hours, and other terms and conditions of employment for employees in the bargaining unit. The term of this Memorandum of Understanding shall be July 2, 2018 ~~July 1, 2016~~ through July 1, 2019 ~~July 1, 2018~~; however, the parties agree that all changes from the 2016-2018 Memorandum of Understanding contained herein will become effective upon adoption by the Board of Supervisors, unless otherwise specified. This Memorandum will expire and otherwise be fully terminated at 11:59 pm on July 1, 2019 ~~July 1, 2018~~**.**

4.2 In the event the Union or the County desires to negotiate a successor Memorandum of Understanding, it shall serve on the other party by January 30, 2019 ~~2018~~ its written request to commence negotiations for any successor Memorandum of Understanding.

* Counter to County Proposal on Article 7.1 – Salary:

7.20 One-Time, Lump Sum, Pensionable, Non-Recurring Payment~~, Non-Recurring And Non-~~

~~Effective with the pay period that begins July 19, 2016 each regular, full time, active employee shall receive a one-time, lump sum, non-recurring, non-pensionable payment in the amount of six hundred thirty dollars ($630) to those employees in active status as of the last day of the pay period and prorated based on allocated FTE.~~

~~The one-time payments will be subject to all applicable federal, state and local tax withholdings. The payments will not be included in wages for computations of overtime, pension, and benefits or for any other purpose.~~

Effective with the pay period that begins June 5, 2018, each regular, full time, active employee shall receive a one-time, lump sum, pensionable, and non-recurring payment in the amount of two-thousand, five-hundred, ninety-one ($2,591) to those employees in active status as of the last day of the pay period and prorated based on allocated FTE.

The one-time payments will be subject to all applicable federal, state and local tax withholdings. The payments will not be included in wages for computations of overtime and benefits or for any other purpose.

* Counter to County Proposal on Article 15.2.2 – County Contribution Toward Active Employees Medical Benefits:

15.2.2 County Contribution Toward Active Employee Medical Benefits

~~Effective July 19~~**~~,~~** ~~2016, for coverage through July 31~~**~~,~~** ~~2016 the County shall contribute a flat dollar amount not to exceed $229.98 biweekly ($500 per month) toward the cost of any County offered medical plans for any eligible full-time regular employee and their eligible dependent(s).~~

~~This is the full and total contribution amount the County will contribute toward medical benefits for active regular employees and their dependent(s).~~

~~Effective the pay period beginning July 19, 2016, with the intent to have premiums paid in the pay period(s) required for coverage to be effective August 1, 2016, the County shall contribute up to maximum of the following amounts based on level of coverage for employees enrolled in County-offered medical coverage for any eligible full-time regular employee and their eligible dependent(s). The amounts listed below shall include the conversion of the current County HRA contributions for active employees in Section 15.2.7 to medical contributions.~~

~~Employee only $557 per month ($278.50 semi-monthly)~~

~~Employee plus one $1,113 per month ($556.50 semi-monthly)~~

~~Family $1,575 per month ($787.50 semi-monthly)~~

~~This is the full and total contribution amount the County will contribute toward medical benefits for active regular employees and their dependent(s).~~

Effective the pay period beginning May 22, 2018, with the intent to have premiums paid in the pay period(s) required for coverage to be effective June 1, 2018, the County shall contribute up to a maximum of the following amounts based on the level of coverage for employees enrolled in County-offered medical coverage for any eligible full-time regular employee and their eligible dependent(s).

Employee only $629 per month ($314.50 semi-monthly)

Employee plus one $1,257 per month ($628.50 semi-monthly)

Family $1,779 per month ($889.50 semi-monthly)

This is the full and total contribution amount the County will contribute toward medical benefits for active regular employees and their dependent(s).

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 15.2.6 (Part-Time Employees – Health Benefits).

* Counter to County Proposal on Article 16.2 – County Contribution Toward Retiree Medical Plans – Employees Hired Before January 1, 2009:

16.2 County Contribution Toward Retiree Medical Plans – Employees Hired Before January 1, 2009

A. Eligibility: In order to be eligible for this benefit, the retiree must have:

1. Completed at least ten (10) years of consecutive regular full-time paid County of Sonoma service employment. The equivalent worked or purchased regular part-time County service time can be counted toward the ten (10) years. However, any miscellaneous purchased service time such as extra-help, contract, and leave of absence service time does not count toward this eligibility requirement, and
2. Have been a contributing member of the Sonoma County Employees’ Retirement Association (SCERA) for the same time period, and
3. Retire directly from Sonoma County service.
4. Current retirees receiving a County contribution for retiree medical based on eligibility at the time of their retirement who do not meet the 10 year requirement as listed above are grandfathered in at the eligibility at the time of their retirement.
5. Laid-Off & Restored Employees. Employees who were employed by the County prior to January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in this Article 16.2 provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit. To the extent allowed by law they shall not be eligible for the benefits described in Article 16.3 (County Contribution toward Retiree Medical Plans – Employees Hired On or After January 1, 2009 – Effective January 1, 2009).

B. County Contribution:

~~The County shall contribute toward the cost of County offered medical plans for any eligible retiree whether or not the retiree covers eligible dependent(s), the same amount as it contributes toward the cost of County offered medical plans for active unrepresented administrative management employees (bargaining unit 50) in the Salary Resolution. Any additional medical contributions provided only to retirees along with any eligibility requirements to receive those contributions shall be conferred as prescribed in the Salary Resolution.~~

The County will contribute toward the cost of County offered medical plans of any eligible retiree, whether or not the retiree covers eligible dependents, an amount not less than five hundred dollars ($500.00) a month. The retiree is responsible for all costs (including premiums) that exceed the County’s contribution.

* Response to County Proposal on XX. (New) Total Compensation Study:

Local 39 agrees with the language as proposed.

7.1 Salary

7.1.1 Adjustments

 a. Cost Of Living Adjustment

Salary scales shall be as specified in Appendix A for each classification in the bargaining unit. Effective with the pay period that begins July 19, 2016, the County shall increase by three percent (3%) the steps of each scale in the Salary Table specified in Appendix A.

Effective with the pay period that begins March 14, 2017, the County shall increase by three percent (3%) the steps of each scale in the Salary Table specified in Appendix A.

1. ~~The parties agree that in preparation for the next subsequent negotiation only, that a labor management committee of no more than two (2) employees from the Water Agency, one (1) employee representative and three(3) representatives from the County will meet no later than January 31, 2018 to review comparable agencies, classifications and benchmarks. The parties agree that the committee will meet no more than three (3) times. Nothing in this paragraph precludes the parties from discussing comparable agencies, classifications, and benchmarks during negotiations.~~

b. The parties agree that in preparation for the next contract negotiation only, that a labor management committee will meet no later than February 28, 2019 to review comparable agencies, classifications and benchmarks. The labor management team shall consist of the following: the bargaining unit team shall include one (1) employee from the Water Agency, one (1) employee from the Department of General Services, and one (1) union representative; the County team shall consist of three (3) representatives from the County . The parties agree that the committee will meet no more than four (4) times. Nothing in this paragraph precludes the parties from discussing comparable agencies, classifications, and benchmarks during negotiations.

* Counter to County Proposal on One Time Floating Holiday:

XX. (New) Floating Holiday

Each bargaining unit member will be granted eight floating holiday hours each calendar year, provided the employee is in paid status on the employee’s regularly scheduled workdays before and after the floating holiday. The timing of the employee’s use of the floating holiday shall be subject to advance approval of the Department Head or his designee. The floating holiday hours may be taken at any time during the calendar year, but may not be carried over into the next calendar year. Further, there will be no cash out of floating holiday hours. Floating holiday hours must be taken in no less than 1/10 of an hour increments.

* Response to County Proposal on XX. (New) – Favored Nation Clause

Local 39 agrees with the language as proposed.

If, during the term of this extension another bargaining unit negotiates an increase or improvement in compensation or other economic benefits that is greater than that agreed to by Local 39, the County agrees to open the MOU and meet and confer with Local 39 on the subject of compensation.