

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
AGENDA ITEM**

DEPT: Chief Executive Office

BOARD AGENDA:5.B.11  
AGENDA DATE: July 17, 2018

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

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**SUBJECT:**

Approval of the Labor Agreement between the County of Stanislaus and the Stanislaus County Employees' Association, AFSCME Local #10 Bargaining Unit

**STAFF RECOMMENDATION:**

1. Approve the provisions contained within the tentative agreement reached between the County and the Stanislaus County Employees' Association, AFSCME Local #10, representing the Mid-Management/Supervisory, Technical Services, Crafts/Maintenance/Institutional, and Office/Clerical Worker Bargaining Units subject to successful ratification by each bargaining unit.
2. Amend the "Salary and Position Allocation Resolution" to reflect the changes included in the tentative agreement.
3. Authorize the Chairman of the Board of Supervisors and all parties to sign the agreement.

**DISCUSSION:**

The prior agreement between the County and the Stanislaus County Employees' Association, American Federation of State, County, Municipal Employees (AFSCME) Local #10 representing the Mid-Management/Supervisory, Technical Services, Crafts/Maintenance/Institutional, and Office/Clerical Worker bargaining units expired on June 30, 2018. AFSCME, Local 10 is the County's largest labor organization with classifications in the majority of County departments representing approximately 2,270 members.

Negotiations between the County and AFSCME began on April 12, 2018 and included many important issues for labor, employees and management. The parties worked together to reach tentative agreement on most issues, but were unable to reach an agreement for base salary increases. Subsequently, on June 26, 2018, AFSCME agreed to take the County's last economic proposal to their membership for a vote on July 16, 2018. Should any bargaining unit(s) not ratify, the County will continue the negotiations process and return to the Board at a later date.

The tentative agreement covers a 36 month term from July 1, 2018 through June 30, 2021. In order for the County to meet payroll deadlines in implementing the agreement timely, approval is requested to implement the terms and conditions of the economic

package and the tentative agreements contingent upon each bargaining unit ratifying the agreement. AFSCME will notify the County of the ratification status on July 17, 2018.

The agreement with AFSCME, contingent upon member ratification and BOS approval, provides a total of a nine percent (9%) base wage increase over three (3) years. Three percent (3%) base wage salary increase will be effective the first full pay period following AFSCME bargaining unit(s) ratification and BOS approval on the regular agenda but no sooner than July 1, 2018. Additional three percent (3%) base wage increases are effective each full pay period following July 1<sup>st</sup> annually in 2019 and 2020. Additionally, the tentative agreement includes increasing Christmas Eve from a four (4) hour holiday to an eight (8) hour holiday contingent upon the holiday falling on an employee's regular work day effective December 24, 2018.

Other language clean-up provisions or deletion of outdated language include various sections of the Memorandum of Understanding such as using the Special Accrued Leave Time (SALT) accruals employees have remaining, Continuing Education Pay related the creation of the new Mental Health Coordinator classification, and New Employee Orientation to incorporate the provisions of AB 119. The tentative agreement summary is attached to this agenda item. Unless specifically stated, all negotiated agreements are effective upon approval of the Board of Supervisors.

#### **POLICY ISSUE:**

Per Stanislaus County Code 3.20.010, officers and employees shall receive the compensation provided in the basic salary schedule and compensation schedule as adopted by the Board of Supervisors by ordinance or resolution. Further, the Board of Supervisors is required to approve labor agreements and authorize the Chairman of the Board to sign agreements.

#### **FISCAL IMPACT:**

The new agreement between the County and AFSCME covers 36 months and is effective July 1, 2018 through June 30, 2021. The estimated cost of the agreement is \$4,907,880 in Fiscal Year 2018-2019, \$9,685,055 in Fiscal Year 2019-2020, and \$14,549,169 in Fiscal Year 2020-2021. The total cost of the agreement is approximately \$29,142,103. Approximately 19.9% of the estimated costs are attributed to the General Fund. The Chief Executive Office will recommend a technical adjustment to the budget in the next appropriate budget cycle following the Board of Supervisors' approval for AFSCME, Local 10. If approved, all adjustments will be included with the recommended Final Budget 2018-2019/2019-2020.

#### **BOARD OF SUPERVISORS' PRIORITY:**

The recommended actions are consistent with the Board's priority of Delivering Efficient Public Services and Community Infrastructure by providing fair and equitable compensation and benefits for employees that will enhance the County's ability to recruit and retain staff.

#### **STAFFING IMPACT:**

There is no impact on staffing resulting from the terms of this agreement.

**CONTACT PERSON:**

Tamara Thomas, Human Resources Director, 209-525-6333.

**ATTACHMENT(S):**

1. Attachment A - Negotiations Summary Chart

**Stanislaus County Employees' Association, AFSCME Local #10 Negotiations  
Tentative Agreement  
July 1, 2018**

<b>Term</b>	36-months – July 1, 2018 through June 30, 2021
<b>Base Salary Increases</b>	<p>Effective the first full pay period following bargaining unit(s) ratification and BOS approval on the regular agenda but no sooner than July 1, 2018 – 3%</p> <p>Effective the first full pay period following July 1, 2019 – 3%</p> <p>Effective the first full pay period following July 1, 2020 – 3%</p>
<b>Holiday Hours Increase</b>	Section 34I Holidays-Extends Christmas Eve to 8 hours when the holiday falls on an employee's regular work day effective December 31, 2018
<b>Added New Section</b>	Section 8I Educational Reimbursement for Medical Billers
<b>Deleted Section</b>	<ul style="list-style-type: none"> <li>• Section 30M Classification Study- Medical Biller Pay</li> </ul>
<b>Language Clean Up</b>	<ul style="list-style-type: none"> <li>• Section 1 Scope of Bargaining Units Represented-Added Bargaining Unit numbers</li> <li>• Section 5 Bilingual Certification Pay- Updated to reflect current rate of pay</li> <li>• Section 8B Required Continuing Education- Updated to include Mental Health Coordinators (new AFSCME classification) eligibility for paid education leave</li> <li>• Section 8G Certificate Pay- Added Public Works to the classifications eligible to receive certification pay</li> <li>• Section 10B Access to Department Personnel Files-Clarified process for understanding</li> <li>• Section 10K Job Stewards and Negotiators- Updated language to clarify number of job stewards, to include additional job steward per outstation, to clarify release time for job steward, to clarify the appropriate County contact, and to clarify responsibilities of union president.</li> <li>• Section 10W Reclassification Study- Updated to request classification study for Family Services Specialist IV and Nursing Assistant to begin no later than August 2018</li> <li>• Section 17 Insurance Benefits- Updated to include February, March, and September for Employee Benefit Committee meetings</li> <li>• Section 21A Weekly Flat Rate Comparison- Updated language to reflect current rate of \$301 per week or \$43 daily</li> <li>• Section 21G ON Call/Call Back- Updated to include on-call minute breakdown</li> <li>• Section 30A Special Accrued Leave Time (SALT) - Updated language to clarify SALT does not expire, has no vested cash value, cannot be cashed out at time of separation of employment, and Department Heads discretion to substitute SALT in lieu of vacation accruals.</li> <li>• Section 30E.8 Assignment Pay-Updated language to include certification from the State Water Resource Control of grades</li> </ul>

	<ul style="list-style-type: none"> <li>1 or higher, pool operator, and arborist</li> <li>• Section 30F Supervisor Salary Differential-Updated language to remove the Social Worker IV classification</li> <li>• Section 30G Shift Differential- Updated language such that employees assigned to the Sheriff's Department are eligible for shift differential for each separate shift and to eliminate work shifts being combined in the middle of the shift</li> <li>• Section 33F Bereavement Leave- Updated language to clarify that request may not exceed forty (40) working hours and defines immediate family members</li> </ul>
<b>Language Clean Up related to AB 119</b>	<ul style="list-style-type: none"> <li>• Section 10E Bargaining Unit Lists</li> <li>• Section 10M New Employee Orientation</li> </ul>
<b>Language Clean Up to reflect current Facility names/locations or eligibility criteria for locked facility pay</b>	<ul style="list-style-type: none"> <li>• Section 30E.1Sec Assignment Pay</li> <li>• Section 30E.3 Assignment Pay</li> <li>• New Section 30E.3A Assignment Pay</li> <li>• Section 30E.10 Assignment Pay</li> </ul>
<b>Language Clean Up related to Protected Leave Types and Vacation Accrual Rates</b>	<ul style="list-style-type: none"> <li>• Section 19A Leaves of Absence</li> <li>• Section 30K Anniversary Date</li> </ul>
<b>Language Clean Up to Clarify Director of Human Resources, Department Head or designee</b>	<ul style="list-style-type: none"> <li>• Section 10D Access to Work Site</li> <li>• Section 10S Union Information</li> <li>• Section 10V Use of Electronic Equipment</li> </ul>
<b>Other Changes</b>	The County and AFSCME reviewed, formatted, and made applicable changes throughout the entire MOU.

The complete language for all tentative agreements is located in the Memorandum of Understanding (MOU) between the County and Stanislaus County Employees Association (SCEA) / American Federation of State, County and Municipal Employees (AFSCME Local #10) representing four bargaining units. This document is intended to summarize the changes in the MOU agreed to in the negotiations process. The language in the MOU represents the final binding terms of the agreement between the parties. Unless otherwise noted all changes will be effective upon Board of Supervisor Approval of the agreement.