

**RECOMMENDED ACTION AND JUSTIFICATION:**

Approve an amendment to the 2010-2012 Memorandum of Understanding (MOU) with the Sheriffs' Management Association (SMA) and authorize the Chair to sign the amended MOU. Certain language in section 6.4.1 was inadvertently removed and it was discovered after the adoption of the MOU. As a result of this language being removed, the Auditor did not pay four employees the benefit contribution that is now re-inserted in paragraph one of section 6.4.1 of the amendment.

Further, authorize the Auditor to transfer appropriations to each affected budget unit in order to implement provisions of the amended MOU.

**BACKGROUND AND HISTORY OF BOARD ACTIONS:**

The 2010-2012 SMA MOU was adopted by the Board at their meeting of February 22, 2011.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

Financial Impact? <input checked="" type="checkbox"/> Yes ( ) No	Current FY Cost: \$(1,000)	Annual Recurring Cost: \$
Budgeted In Current FY? ( ) Yes ( ) No <input checked="" type="checkbox"/> Partially Funded		
Amount in Budget: \$ _____		List Attachments, number pages consecutively _____
Additional Funding Needed: \$ _____		_____
Source:		<b>Amended pages only of the SMA MOU</b>
Internal Transfer _____		_____
Unanticipated Revenue _____ 4/5's vote		_____
Transfer Between Funds _____ 4/5's vote		_____
Contingency _____ 4/5's vote		_____
( ) General ( ) Other _____		_____

**CLERK'S USE ONLY:**


Res. No.: 11224 Ord. No. \_\_\_\_\_  
 Vote - Ayes: 4 Noes: \_\_\_\_\_  
 Absent: Excused: Bibby  
 Approved  
 Minute Order Attached ( ) No Action Necessary

**COUNTY ADMINISTRATIVE OFFICER:**

Requested Action Recommended  
 \_\_\_\_\_ No Opinion  
 Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The foregoing instrument is a correct copy of the original on file in this office.

Date: \_\_\_\_\_  
 Attest: MARGIE WILLIAMS, Clerk of the Board  
 County of Mariposa, State of California  
 By: \_\_\_\_\_  
 Deputy

CAO: 

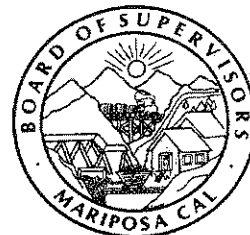


# COUNTY of MARIPOSA

P.O. Box 784, Mariposa, CA 95338 (209) 966-3222

JIM ALLEN, CHAIR  
JANET BIBBY, VICE-CHAIR  
LEE STETSON  
LYLE TURPIN  
KEVIN CANN

DISTRICT V  
DISTRICT III  
DISTRICT I  
DISTRICT II  
DISTRICT IV



## MARIPOSA COUNTY BOARD OF SUPERVISORS

### MINUTE ORDER

TO: RICHARD J. BENSON, CAO

FROM: MARGIE WILLIAMS, Clerk of the Board *MW*

SUBJECT: Approve an Amendment to the 2010-2012 Memorandum of Understanding (MOU) with the Sheriffs' Management Association (SMA), and Authorize the Board of Supervisors Chair to Sign the Amended MOU; Authorize the Auditor to Transfer Appropriations to each affected Budget Unit in Order to Implement Provisions of the MOU

RES. 11-224

THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, CALIFORNIA

ADOPTED THIS Order on May 17, 2011

#### ACTION AND VOTE:

- 6 **Administration**  
Approve an Amendment to the 2010-2012 Memorandum of Understanding (MOU) with the Sheriffs' Management Association (SMA), and Authorize the Board of Supervisors Chair to Sign the Amended MOU; Authorize the Auditor to Transfer Appropriations to each affected Budget Unit in Order to Implement Provisions of the MOU
- BOARD ACTION:** Supervisor Bibby excused herself from the meeting at 5:32 p.m. for this item due to a potential conflict of interest as she has a family member in DSA and her husband is a member of SMA. Discussion was held with Rick Benson. Doug Binnewies, Sheriff, thanked the Board for making this correction to the MOU. (M)Stetson, (S)Turpin, Res. 11-224 was adopted approving the amendment to the MOU/Ayes: Stetson, Turpin, Cann, Allen; Excused: Bibby. Supervisor Bibby returned to the meeting at 5:35 p.m.

Cc: Sandi Laird, Personnel  
Doug Binnewies, Sheriff  
Pete Judy, Chief Probation Officer  
Bill Davis, Auditor  
File

Instructions: Please complete all areas applicable to your agenda item. Items requiring staff review must be submitted to the appropriate county department within their review time-line before submitting the item to the Clerk of the Board. Incomplete material will be returned. Submit the original of the Transmittal and Action forms to the Clerk of the Board along with thirteen, 3-hole punched, paper clipped copies of supporting documents. Supporting documents should be numbered consecutively with page numbers circled at the bottom of the page. Agenda Items are due by 12 Noon on the Friday eleven days before the Tuesday of the intended Board meeting.

REQUESTED AGENDA OF: May 17, 2011
DEPARTMENT: Personnel

APPROVED BY DEPT. HEAD: [Signature]
BY: Richard J. Benson

AGENDA TITLE (REQUESTED ACTION):

Approve an amendment to the 2010-2012 Memorandum of Understanding (MOU) with the Sheriffs' Management Association (SMA) and authorize the Chair to sign the amended MOU; authorize the Auditor to transfer appropriations to each affected budget unit in order to implement provisions of the MOU.

Rec 11-224

REQUESTED TO AGENDIZE AS:

IF TIMED:

Consent Agenda \_\_\_\_\_
Information \_\_\_\_\_
Attention \_\_\_\_\_
Timed \_\_\_\_\_ X

( ) Public Hearing at: \_\_\_\_\_
Copy of Public Notice Attached \_\_\_\_\_
( ) Indicate Time Required 5 min

STAFF REVIEW REQUIRED:

CHECK BOX FOR ROUTING

Yes (X) No ( ) County Counsel
Yes (X) No ( ) Auditor
Yes (X) No ( ) Personnel
Yes ( ) No (X) Data Processing
Yes ( ) No (X) Public Works
Yes ( ) No (X) Other

APPROVE:

[Signatures]

REMARKS

SPECIAL INSTRUCTIONS TO CLERK:

A complete fully-signed original will be provided to the Board Clerk's office. Then, a copy to Auditor, Probation Dept., and Sheriff's Office. + Personnel

Handwritten note: Mary - keep amend pgs (13+14) N/A/Agree

CAO Office Use Only:

4/5's Vote Required: ( ) Yes ( ) No
Change in Policy: ( ) Yes ( ) No
Additional Personnel: ( ) Yes ( ) No

CLERK OF THE BOARD'S USE ONLY:

RECEIVED:

5-10-11
By: TG

AGENDIZED FOR:

Agenda Item No.:

6
Consent Agenda
Information
Attention
Timed At:

The minimums as described above shall only be paid for appearances that are one (1) hour or more beyond the beginning or ending of a regularly assigned shift. Appearances that are within one (1) hour of the beginning or ending of a regularly assigned shift are considered continuation of shift and shall be compensated at time and one-half.

#### 6.3.4 - Uniform Allowance

6.3.4.1 - The uniform allowance shall be \$900 per fiscal year, except for the Assistant Chief Probation Officer, the uniform allowance shall be \$500 per fiscal year.

6.3.4.2 - The County shall pay the uniform allowance to employees in two semi-annual installments on the last working day of September and the last working day of March.

6.3.4.3 - The County shall, in the event of irreparable damage to an employee's uniform while on duty, replace the damaged item of uniform at no cost to the employee.

#### Section 6.4 - Benefits

6.4.1 - County Contribution: The formula for the County's contribution to health insurance premiums of 85% of the employee plus one rate under the County's PERS Choice plan shall be held in abeyance pending completion of the re-opener negotiations described in Section 6.4.1.1 below. Employees may apply the balance of the County's health insurance monthly contribution that exceeds the employee's actual premium to their flexible benefit allowance. (If employee chooses not to utilize County provided health insurance, employee will receive the difference between the employee only premium for the Blue Shield HMO and the County health insurance contribution.)

The County's monthly contribution levels for benefits are as follows:

Health	\$803.81
Dental	County pays 100% of employee only premium
Vision	County pays 100% of employee only premium
Life	100% for life insurance of \$30,000 and \$1,000 dependent coverage
SDI	County shall fund full cost

The County agrees to meet 100% of future increases for dental and vision Insurance through the term of this MOU up to a combined amount not to exceed \$15.00 per month per employee.

Separate and apart from the County's contribution for medical coverage provided above, the County shall make available \$337 per bargaining unit member per month effective December 1, 2010, which may be applied toward the employee's cost of any and all qualified non-taxable benefits under the County's 125 Plan or taken by the employee as cash. Use of this flexible benefit allowance must be elected by each participating employee in the manner required by the County's

125 Plan. Employees may utilize their flexible benefit allowance for the balance of health and welfare premiums. The deferred compensation option is no longer available under the County's 125 Plan. All deferred compensation must be requested on the required deferred compensation participation forms available in the Auditor's office. It is the responsibility of the employee to notify the Auditor's office in writing if he/she wishes to participate in the deferred compensation plan and the total amount of compensation to be deferred.

6.4.1.1 - The parties agree to reopen section 6.4 to meet and confer over changes to the County's medical insurance policies and procedures, including County and employee health and welfare premium contribution amounts. Reopener negotiations will commence no later than the month of July 2011 and the parties are committed to completing the negotiations by the end of September 2011.

The County's primary objective in reopening section 6.4 is to develop and implement a uniform approach, across all bargaining units, concerning health and welfare benefits in general and medical insurance contributions in particular.

The parties understand and agree that the reopener creates no obligation on the County's part to pay a particular amount or percentage of employee health premiums, but that those issues will be addressed in good faith at the bargaining table as required by the meet and confer process under section 3500 et. seq. of the California Government Code.

6.4.2 – Retirement: Bargaining unit employees shall be covered under the 3% @ 50 plan and the one year final compensation benefit. Effective July 1, 2011, new employees shall be provided retirement benefits under the 3%@55 retirement option based on the three year final compensation amendment. The County shall pay 100% of the employee's contribution to PERS in addition to the County's contribution.

6.4.2.1 - Two-tier retirement health benefit vesting requirement, with new hires effective February 1, 2007, vesting is as follows, as specified by PERS: At (age 50 and) 10 years, 50% of the county contribution; at 15 years, 75%; at 20 years, 100%. Per PERS' specifications, the County's contribution must be the same as the State's contribution at the time an employee retires. Employees hired before February 1, 2007, and who retire at or after age 50 with a minimum of five years service, will continue to receive the County contribution to health insurance premiums.

6.4.3 - Maintenance of Benefits The County reserves the right to terminate or change any and all benefit programs as stated in Section 6.4.1, Insurance, provided that it replaces such plans with equivalent benefits. The County shall meet and confer with the Association prior to any changes.