

MARIPOSA COUNTY RESOLUTION NO. 89-41

A RESOLUTION RATIFYING THE AGREEMENT WITH THE  
MARIPOSA COUNTY PUBLIC EMPLOYEES ASSOCIATION

WHEREAS, the Mariposa County Board of Supervisors desires to enter into an agreement resulting from employee negotiations with the Mariposa County Public Employees Association, and

NOW THEREFORE, BE IT RESOLVED, by the Mariposa County Board of Supervisors, a political subdivision of the State of California, that the agreement with the Mariposa County Public Employees Association, attached hereto as Exhibit "A" is hereby ratified.

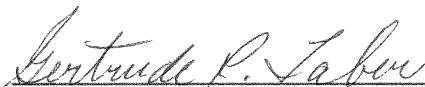
PASSED AND ADOPTED this 7th day of February, 1989, by the following vote:

AYES: BAGGETT, ERICKSON, RADANOVICH

NOES: TABER

ABSTAINED: PUNTE

ABSENT: NONE



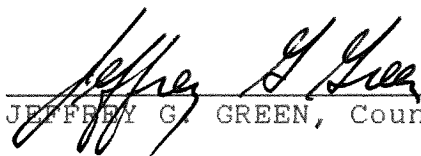
GERTRUDE R. TABER, Chairman  
Mariposa County Board of Supervisors

ATTEST:



MARGIE WILLIAMS, Clerk of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



JEFFREY G. GREEN, County Counsel

# EXHIBIT A

## PEAMC/752 TENTATIVE AGREEMENT

### TENTATIVE AGREEMENT

This TENTATIVE AGREEMENT is entered into by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as the "COUNTY," and the Mariposa County Public Employees Association, an affiliate of Service Employees Union Local 752, hereinafter referred to as the "UNION."

Whereas, the Parties hereto have entered into negotiations over the implementation of a salary survey pursuant to the provisions of the Memorandum of Understanding effective July 1, 1987, and extended through June 30, 1989; and

Whereas, the Parties desire to extend the existing Memorandum of Understanding; and

Whereas, the Parties hereto have agreed that the provisions contained herein shall be incorporated into the existing Memorandum of Understanding at such time as this tentative agreement has been ratified by the Union Membership and the Mariposa County Board of Supervisors.

Now, therefore, the Parties hereby agree to the following:

1. The Memorandum of Understanding that is effective from July 1, 1987 through June 30, 1989, is hereby extended through June 30, 1991; provided however, that all provisions that are not specifically modified herein shall be re-open for the purpose of negotiations beginning April 1, 1989. Items that may have fiscal impact on the County shall be limited to items found in the Memoranda of Understanding of the "SURVEYED COUNTIES," as defined below.

Such items may include:

Health, safety and weather protection equipment;

Tool allowance;

Stand-by compensations;

Overtime compensation;

Compensatory time-off;

Shift-differential;

Out-of-class compensation;

On-call, call-back pay;

Pay differentials.

2. (a) The Parties agree to continue to base the compensation package of employees covered by this Memorandum of Understanding on the compensation package of the following counties, hereinafter referred to as the "SURVEYED COUNTIES:"

Amador County, Calaveras County,  
Mono County, Trinity County, and  
Tuolumne County.

It is the intent of the Parties to reach parity with the average of the compensation packages of the Surveyed Counties by July 1, 1990. "Compensation package" includes wage rates, health and welfare benefits (to include both contribution levels toward monthly premiums and the benefit level of the plans for health, dental, vision, life insurance, long-term disability benefits, and retirement), sick leave and other leave provisions, vacation, holidays, and other economic items, limited to those items found in the Memoranda of Understanding of the Surveyed Counties.

(b) The Parties agree that either sick leave provisions, including accrual rate, "buy-back" and or retirement arrangements, or the number of paid holidays, shall be adjusted to parity with the surveyed counties by July 1, 1989. The other of the two shall be adjusted to parity by July 1, 1990 in a manner agreed upon during salary survey discussions in 1990.

3. (a) The results of the salary survey completed in the Summer of 1988 shall be implemented for affected classifications at 100% effective July 1, 1988. To

determine the average salary for each classification for purposes of this Memorandum of Understanding, the following formula shall be used:

The "average" salary to be used by Mariposa County for each step of the affected classification shall be calculated as follows:

1. For each classification the average of the first step and the top step shall be determined in dollar figures, by averaging the first steps and the top steps of the regular pay ranges of the Surveyed Counties.

2. Once these calculations are completed, the Parties shall meet and confer in good faith to reach agreements on the placement of classifications covered by this Memorandum of Understanding into ranges as close as possible to the averages reached in 3.(a)1., but with weight being given to other factors such as comparable levels of responsibility, productivity, internal equity considerations, and reporting relationships.

(b) During the months of May and June of 1989, the salaries of the Surveyed Counties will be reviewed. The salaries for surveyed classifications that are in effect on July 1, 1989 or that are known to become

effective before October 15, 1989, shall be the salaries averaged by the Parties. The results of the salary survey of May and June shall be implemented for affected classifications at 100% effective July 1, 1989.

(c) During the months of May and June 1990, the same process shall be undertaken by the Parties for the Surveyed Counties' salaries that are effective in 1990. All adjustments that are necessary shall be effective July 1, 1990.

4. The Parties agree that the Surveyed Counties pay the following amounts toward health, dental, vision, life, and long-term disability (SDI) insurance plans, effective in 1988:

Amador .....	\$245.33
Calaveras .....	\$284.45
Mono .....	\$372.82
Trinity .....	\$172.54
Tuolumne .....	\$300.00

(a) Effective July 1, 1988, the County shall contribute 100% of the premiums of the above-mentioned insurance plans, with a cap of \$188.92.

(b) Effective January 1, 1989, the County's contribution level shall be increased to 78%, (\$214.52), of the average of the above-mentioned rates for the Surveyed Counties.

(c) Effective July 1, 1989, the County's contribution level shall be increased to 89% of the average of the Surveyed Counties' rates that are effective on July 1, 1989, or are known to become effective before October 15, 1989.

(d) Effective July 1, 1990, the County's contribution level shall be increased to 100% of the average of the Surveyed Counties' rates that are effective on July 1, 1990, or are known to become effective before October 15, 1990.

Rates that increase between July 1 and October 15 of 1989 and 1990 shall be included in the calculations only if the new rates are known on July 1 of each year.

"Average of the Surveyed Counties" as used in this section shall mean the total contribution by each of the Surveyed Counties for covered employees with the maximum coverage in that county's plans. Excluded from the survey shall be

safety personnel; department heads; elected and appointed officials; and management and confidential employees.

5. Effective on the ratification date of this Memorandum, the vacation schedule for covered employees shall be as follows:

0 - 3 years of service .....	2 weeks
3 - 10 years of service .....	3 weeks
10 or more years of service .....	4 weeks

Employees with less than three (3) years of service on the ratification date of this Memorandum shall continue to receive three (3) weeks of vacation.

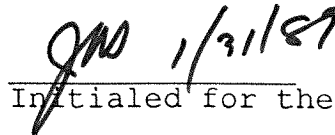
The other provisions concerning vacation contained in the current Employee's Handbook shall remain unchanged.

Tentative Agreement



Initialed for the County

1/31/89



Initialed for the Union