

2008 SEIU Negotiations
County Summary of Issues in Dispute for Impasse Meeting
7/14/08

MOU Article	County Proposal	Union Proposal	Disputed issues
Article 1: Term	Two years	Three years	Union's three year proposal far exceeds County authority.
Article 4.12: Union Business	Define appropriate County Paid Union business as Union representation on grievances, disciplinary actions, meet and confers, meetings with County representatives, contract negotiations, and addressing contract interpretation issues. Union to indemnify County for acts by employees while on Union Business.	Clarify that release time for participation in negotiations and County Committees, such as the Joint Labor management Benefits Committee, are County release time, not Union release time.	The County proposed language in Article 4.12 to limit it's liability in cases where actions by employee on Union release time result in legal action against the County. Union rejected County's language and countered with other language that was rejected by the County.
7.11 - Overtime Statutory – Non-Exempt, 7.12 - Overtime Non-Statutory-Non-exempt , 7.13 - Overtime Non-Statutory – Exempt	Statutory and non-statutory overtime for the full-time, part-time and extra help employee is defined as all hours worked in excess of 40 hours in a regular 7 day work period; or, all hours worked in excess of 80 hours in a regular 14 day work period.	This is a County proposal.	The County wants to eliminate daily overtime, and base all overtime on work or pay status in excess of 40 hours per week. The Union rejects this proposal and has made no movement on this proposal at all.
Article 7.32 – Phone Work – Compensation	Overtime will be paid in accordance with Article 7.11	Minimum is 1 hour pay in accordance with Overtime provision contained in Article 7	The disputed issue is whether the compensation is automatically paid at the overtime rate (Union proposal), or only paid as overtime if the employee is entitled to overtime (County proposal). Agreement on this Article is contingent upon agreement to the County's overtime proposals.
Article 8 SALARIES (WAGES) Cost of Living Adjustment (COLA)	<i>a. Cost of Living Pay Increases:</i> Year 1: 2% Pension pick up effective the first full pay-period after Union ratification and BOS adoption on its Board	COUNTY TO PICK EITHER JULY 10, 2008 or MAY 29 July 10, 2008 Yr 1: Effective August 1,	On July 14, 2008 the Union stated that their economic counter was as follows: The County could take its pick between the Union's July 10 and May 29 th

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	<p>agenda. Year 2: 1% Pension pick up effective the second full pay- period in December 2009 & a 1% increase to the salary range for all SEIU classifications effective the second full pay period in December 2009. <i>b. Cash allowance:</i> Year 1: Effective the first full pay period closest to June 1, 2009, the County shall pay a cash allowance to each regular employee of \$3.45 per pay status hour for a maximum of \$600.00 per each month that the regular employee is in paid status excluding overtime. This cash allowance shall not be included in the salary schedule, shall not be impacted by future salary cost of living increases and may be used by the employee for any purpose.</p>	<p>2008, an across-the-board increase equal to the CPI increase posted by Department of Labor, San Francisco-San Jose-Oakland, Urban Wage Earners and Clerical Workers, June, 2008. Maximum of 5%, minimum of 3%. Yr 2: Effective July 1, 2009, an across-the-board increase equal to the CPI increase posted by Department of Labor, San Francisco-San Jose-Oakland, Urban Wage Earners and Clerical Workers, April, 2009. The maximum increase shall be 5%. However, in the event that this CPI increase exceeds 5% by at least ¼%, the Union will have the option to reopen the contract on the sole subject of a COLA increase. Yr 3: Effective July 1, 2010, an across-the-board increase equal to the CPI increase posted by Department of Labor, San Francisco-San Jose-Oakland, Urban Wage Earners and Clerical Workers, April, 2010. The maximum increase shall be 5%. However, in the event that this CPI increase exceeds 5% by at least ¼%, the Union will have the option to reopen the contract on the sole subject of a COLA increase. OR</p> <p>5/29 – Yr 1: Effective July 1, 2008, a 3% COLA and a 1% “pickup” of employees’ retirement contribution. Yr 2: Effective July 1, 2009, a 3.5% COLA and a 1% “pickup” Yr 3: Effective July 1, 2010, a 4% COLA and a 1% pickup</p>	<p>proposals. The both the July 10 and May 29th proposals are beyond the County’s parameters.</p>

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Article 8 SALARIES Market and Internal Equity Increases	External equity: Year 2: Effective the second full pay period in December 2009, the County agrees to bring benchmarks to 98% of salary only average according to County's March 12, 2008 total compensation study or 100% of salary only average according to County's March 12, 2008 total compensation study if Union agrees to County Article 12 and 13 Medical Proposals.	External equity: Pay at 100% of average Internal equity: Bring Human Service Network Analyst into parity with Network Analyst	The County's practice as stated in its Compensation Policy under Pay Philosophy is to pay at 98% of the market average for the comparable counties. The Union has not agreed to the County's medical proposals so the County is not agreeing to the move to 100%. In response to the internal equity issue, the County's practice has been to pay classes that have responsibilities that are limited to a single department less than a class that has countywide responsibilities.
New: Additional Merit Steps	This is a Union proposal	To retain employees, add two merit steps at 2.5% per step. If County agrees to Union's economic "package", Union will withdraw this proposal.	Based on the total compensation study completed 3/12/08, the overwhelming majority of the current top step salaries are above market average for all county benchmarks. Adding more steps would compound this problem. This proposal would cost the County \$5.2 million in the first year. Agreement to the Union's economic proposal far exceeds the bargaining parameters.
New: Longevity	This is a Union proposal	To retain employees, create a 5% longevity step after ten years of service. If County agrees to Union's economic "package", Union will withdraw this proposal.	Five of eight comparable Counties don't have longevity pay so County is consistent with the market place. This proposal exceeds economic authority and creates an additional cost to the County \$2.8 million in the first year.
Article 8.21.2 –	This is a Union proposal	County will match employee	In consideration of the

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IRS 457 Plan (Deferred Comp)		contributions up to 3% of gross pay. If County agrees to Union's economic "package", Union will withdraw this proposal.	County moving to the 3% at 60 retirement plan, SEIU agreed to trade the county's contribution towards deferred compensation towards the actuarial cost of new benefit. This proposal would cost the County \$5.1 million in the first year.
Article 9 - New: Lead Worker Premium	This is a Union proposal.	Any member of the Maintenance Bargaining Unit at the journey level who is asked to perform work otherwise performed by a senior or lead classification – e.g. direct the work of others - shall receive a 5% premium for all hours so worked. On a daily basis, the amount of premium pay received shall be capped at the amount an employee working in a "lead" classification would receive for the day.	Lead worker activities are governed by job specifications and therefore a general premium is inconsistent with the classification structure because it would allow those positions to be paid twice for the lead duties. Maintenance Worker II states "may provide leadership to a small crew of county employees and or jail inmates who perform maintenance tasks." Additionally, to qualify for temporary pay at a higher classification per Article 9.7, the incumbent must be consistently assigned to perform the majority of the duties. None of the 8 comparable counties has this premium.
Article 9 - NEW PROVISION – Training Premiums: Animal Regulation Officer II	This is a Union proposal.	Any employee in the classification of Animal Regulation Officer II who obtains and maintains POST certification for Field Training Officer (FTO) will be paid a 5% premium for all hours serving as FTO.	The current job specification for the Animal Regulation Officer II does not require POST certification to train subordinate staff. The job specification states only that they "participate in the training of new officers and acts as a senior officer to new officer."

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Article 9 - NEW PROVISION – Training Premiums: Animal Regulation Officer II	This is a Union proposal.	Any employee in the classification of Animal Regulation Officer II who obtains and maintains POST certification for firearms training will be paid a 5% premium for all hours training other employees in the use of firearms.	The current job specification for the Animal Regulation Officer II does not require POST certification for firearms training nor does it require such training be provided to subordinates. The job specification does require that the employee have POST coursework and certification in the use of firearms in order to meet the minimum qualifications of the job, and the department has sent employees to a variety of trainings that are not POST certified.
Article 9 - NEW PROVISION – Training Premiums: Animal Regulation Officer II	This is a Union proposal.	Any employee in the classification of Animal Regulation Officer II who obtains and maintains POST certification for Defensive Tactics training will be paid a 5% premium for all hours training other employees in Defensive Tactics.	The current job specification for the Animal Regulation Officer II does not require POST certification for defensive training nor does it require such training be provided to subordinates.
Article 9.1.1- Shift Differential – Evening	This is a Union proposal.	Increase evening shift differential for Nursing Services Bargaining Unit employees from 5% to 9%. (Union wants to be tied to Memorial Hospital Rates)	The County pays the equivalent or higher than seven of our eight comparable counties. County and Union bargained and agreed to the use of the comparable counties as the basis for salary analysis for this successor agreement and not private hospitals.
Article 9.1.1- Shift Differential – Night	This is a Union proposal.	Increase Night Shift premium for Nursing Services employees from 17% to 25%. (Union wants	The County pays the highest of our eight comparable counties. County and Union

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		to be tied to Memorial Hospital Rates)	bargained and agreed to the use of the comparable counties as the basis for salary analysis for this successor agreement and not private hospitals.
Article 9.5.1 – Standby Nursing	Flat rate of \$5.66 which is equal to the market average.	Modify standby rate: increase rate from 8% of the “I” step of Family Nurse Practitioner to 14% of top hourly rate of Family Nurse Practitioner/Physician’s Assistant.	The current rate is \$3.76 per hour. Based on a survey of comparable counties, the County is proposing an increase in the hourly rate to a flat rate of \$5.66 which equals approximately 12% of the “I” step of the Family Nurse Practitioner/Physician’s Assistant. The County wants to negotiate future increases and avoid automatic inflators. The Union wants to have the rate tied to an automatic inflator. This is a fundamental dispute between the County and the Union.
Article 9.6.6 – Standby – ISD Compensation	This is a Union proposal.	Modify standby rate: Increase rate from \$4.30 per hr to 12% of top hourly rate of ITA II per hour.	The current ISD standby pay is more than the pay in five of the eight comparable counties. Survey average is \$3.78/hr. Sonoma pays \$4.30/hr
Article 9.9 – Hazard Pay Expand Hazard Pay for Property Evidence Room Community Services Officers, Grounds Persons and Employees engaged in rappelling duties	The following County proposal covers j and k of the Union’s proposal: d) Working on sling <u>or suspended scaffolds</u> , boatswain chairs on boom type elevated equipment , <u>steep embankments using repelling rope or working up on or at the base of pile driving leads supported by boom cranes</u> or, e) climbing into trees <u>or working out of boom type elevated equipment while engaged in trimming or pruning limbs</u> which are more than (10) feet from the	ADD: h) removing homeless encampments; and i) working in the Property/Evidence Room at the Sheriff’s Department; j) serving as one of two “ground persons” when pile driving (not crane operator); k) rappelling.	With respect to the Property/Evidence room, the County reviewed the position descriptions provided by the Union for similar positions in the comparable counties. The salary data shows that the County of Sonoma position is 2.5% over the market. These positions include similar hazards. None of the Counties surveyed pay a hazard premium for this work.

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	ground or		With respect to homeless encampments, there are specific procedures in place for employees to deal with campers that could pose a threat. Employees in the Regional Parks Department could also encounter some of the same hazards while cleaning in the parks and at beaches which makes this proposal too broad.
Article 9.17.4 Sexual Assault Exam Program	9.17.2 – Day shift. Flat rate of \$125 per exam and eliminate automatic increase tied to COLA 9.17.3 – Callback. Flat rate of \$250 per exam and eliminate automatic increase tied to COLA. 9.17.4 – Tiered Stand-by Scale a. Eliminate tiered scale and pay a flat rate of \$7.52 per hr. for listed classifications (16% of the current “I” step of the Family Nurse Practitioner/Physicians Assistant.) b. Eliminate tiered scale and pay a flat rate of \$4.53 for employees in supporting roll. (20% of the current “I” step of the Public Health Assistant. 9.17.5 – Delete provision – outdate language	Eliminate Tiered Standby Scale. All affected employees standing by for sexual assault exams shall be paid according to top range of the current tiered system: 16% of the hourly rate of the “I” range of Family Nurse Practitioner/Physician’s Assistant.	The fundamental dispute in this proposal is the issue of flat rate vs. percentage. The Union wants the rate tied to a percentage of a classification, and the County wants the rate to be fixed with future increases negotiated.
Article 9.18 – Special Facilities Assignments (10% premium)	This is a Union proposal.	Premium for employees who work in secure areas in close contact with inmates, but without a Correctional Officer assigned to be present.	The Union’s proposal is too broad. It would be administratively difficult to base a premium on the presence of a Correctional Officer.
Article 10.6.6 Uniforms and Work Clothes – Repair and Supplement Allowance	This is a Union proposal.	The Union proposes to increase all allowances having a flat dollar amount by an amount equal to the posted inflation rate between 2002 and 2008.	The issue in dispute is that the Union wants an automatic increase in all allowances, and the County wants to base any increases on market

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			<p>data. A review by the County of the comparable counties showed that the allowances were competitive. Also, in most cases, the Departments are providing and replacing uniforms in addition to paying the allowances.</p>
<p>Article 10.6.8 , 10.6.9, 10.6.10 Boots/Shoes</p>	<p>This is a Union proposal.</p>	<p>The Union proposes to increase the boot voucher by an amount equal to the posted inflation rate between 2002 and 2008.</p>	<p>The Union wants to automatically increase the amount of the boot voucher based on inflation. The County surveyed the comparable counties with respect to boot and shoe allowances. When the data showed that the shoe allowance was below market, the County agreed to an increase. However, the boot allowance was above the market, so the County has not agreed to an increase.</p>
<p>11 - Staff Development</p>	<p>Delete current Article and replace with new Article. Refer to new Staff Development Benefit Allowance Program document for administrative/programmatic guidelines, including covered expenses and taxability of such items. Benefit amounts to remain the same as in fiscal year 2007-2008. Article 11 shall not be arbitrable.</p>	<p>This is a County proposal.</p>	<p>The parties are in disagreement over the arbitrability and grievability of this article.</p>
<p>Article 12 – Health and Welfare</p>	<p>Active Employees: -Eliminate dual coverage effective 6/09 - Change County Health Plan offering from County Health Plan Original to County Health Plan #2 and #3, Change Kaiser co-pay to \$10, and change Pacific Care co-pay from \$5 to \$10 - July 1, 2008-May 31,</p>	<p>Active and Retiree Health proposal: a) Effective July 1, 2008, Status quo: Currently offered plans and share of cost (85-15) b)1 Effective January 1, 2009, enroll in PERS Health, offering Kaiser, Blue Shield Access +, PERS Select,</p>	<p>For the first year of the contract, the County wants to change its contribution to 85% of the lowest cost plan y-rated. The Union wants to keep the current County contribution of 85% of the employee's plan choice and go to PERS in January 2009.</p>

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	<p>2009, County contributes 85% of lowest cost plan y-rated</p> <ul style="list-style-type: none"> - June 1, 2009, County contributes flat rate of \$500/month - Dental Plan- July 1, 2008: employee contribution increase from \$11 to \$12 per pay period, June 1, 2009 increase to \$13 per pay period - Leave of Absence/Continued coverage- language clean-up, increase Auditor-Controller late fee charge from \$10 to \$25 - Extra Help – Incorporate Appendix J - Reopener – For possible voluntary, employee-funded savings account for retiree health <p>Retiree health: New section, replaces 12.8. -Eliminate dual coverage effective 6/09</p> <ul style="list-style-type: none"> - Establish program to allow waiver of retiree medical plan - Employees hired before 1/1/09 <p style="padding-left: 20px;">7/1/08 – 5/31/09, maintain current plan options eligibility and County contribution of 85% of lowest cost plan Y-rated</p> <p style="padding-left: 20px;">6/1/09, revised eligibility criteria and County contribution of flat \$500 amount, the same as amount for active unrepresented administrative management employees. In addition, the County proposes a step-down phase-in to get to the \$500 over 5 years to ease the financial impact on the retirees (includes Medicare part B reimbursement).</p> <ul style="list-style-type: none"> - Employees hired on or 	<p>PERS Choice, and PERS Care. Share of cost PERS Care: County 70%; employee or retiree, 30% PERS Choice: County 85%, employee or retiree, 15% PERS Select: County 85%, employee or retiree 15% PERS Blue Shield Access+ County 75%, employee 25% PERS Kaiser: County 85%, employee or retiree, 15%</p> <p>b)2 Effective January 1, 2010, Share of cost: PERS Care: County 70%; employee or retiree, 30% PERS Choice: County 84% 85%, employee or retiree, 16% 15% PERS Select: County 84% 85%, employee or retiree 16% 15% PERS Blue Shield Access+ County 75%, employee 25% PERS Kaiser: County 84% 85%, employee or retiree, 16% 15%</p> <p>b)3 Effective January 1, 2011, Share of cost: PERS Care: County 70%; employee or retiree, 30% PERS Choice: County 83% 85%, employee or retiree, 17% 15% PERS Select: County 83% 85%, employee or retiree 17% 15% PERS Blue Shield Access+ County 75%, employee 25% PERS Kaiser: County 83% 85%, employee or retiree, 17% 15%</p> <p>For current employees conditions for receiving retiree medical are status quo: 10 yrs of service, Employee Only; 20 yrs of service, employee plus one dependent.</p> <p>Please note: By proposing to</p>	<p>Union says that this will save County lots of money. Union has not produced the documentation that shows where and what those savings are. County provided Union with information that shows that moving to CalPERS costs the County more, does not allow for a defined contribution plan for new hires, requires the County to make some contribution into CalPERS for all new hires, forces employers to equalize active and retiree health contribution within 20 years, and takes away all autonomy from the County.</p> <p>Effective June 1, 2009, the County wants to go to a flat dollar amount of \$500 for its share. The Union's position is that they oppose flat dollar contribution and want medical inflation to be absorbed by the County. The County wants to eliminate dual coverage; the Union wants to retain dual coverage on vision and dental and wants the County to pay employees who waive health coverage, ½ of the County contribution for the least expensive offered health plan. The County wants to implement a defined contribution plan for retiree health for employees hired after 1/1/09. The union rejects this proposal and</p>

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	<p>after 1/1/09 1/1/09 (new tier) Defined Contribution Plan Employees with 2 yrs svc full-time get lump sum of \$1200, then \$0.29 per pay status hr - Reopener – If County develops option for employees hired before 1/1/09 to participate in new tier. - New survivor language – contribution continues for 1 dependent if eligible</p>	<p>go with PERS Health, SEIU effectively agrees to 1) a change in co-pays from \$0 to \$10, and 2) no dual coverage. These provisions are already features of PERS Health.</p> <p>Due to the fact that PERS Health is community rated County is entitled to include actives and retirees in the same risk pool without counting “implicit subsidy” as part of GASB 45 OPEB calculation.</p> <p>Administrative cost of PERS Health is currently .29 of one percent.</p> <p>c) Effective January 1, 2009, institute PERS Unequal Contribution Method (Govt code 22892 c) 1. Initial Minimum Employer Contribution for retirees in \$1 per month 2. Initial minimum employer contribution for actives is \$101 Note: for those entitled to a stipend under the terms of the MOU, the minimum employer contribution is a fraction of stipend to which retiree is entitled; i.e., paying the minimum employer contribution does not increase stipend. The Minimum Employer Contribution for actives and retirees must come into parity over a 20 yr period.</p> <p>d)Waivers Effective July 1, 2008: 1. Active Employees: Employees providing proof of other comparable coverage may waive County coverage. Active Employee waiving health plan coverage is entitled to ½ of County contribution for the</p>	<p>wants to change the eligibility for retiree health for employees hired after 1/1/09 to a rule of 70 to receive retiree medical for self, and rule of 80 to receive retiree medical for self plus one dependent.</p> <p>County wants to have clear contract language that confirms the County’s longstanding practice that retirees are tied to the unrepresented management by salary resolution. Union wants retirees to be tied to Actives and for County Contribution to be equal for Actives and Retirees.</p> <p>Union wants County to put an additional 20 Million into the PARS Trust. County already put in 7 million. The additional 1% contribution by the County in the Union’s proposal increases the Union’s proposal by almost 2 million dollars which exceeds the authorized parameters.</p> <p>Union wants the Board to pass an ordinance allowing use of Tobacco money revenues towards OPEB. County rejects that idea. Revenues are currently used to augment operational issues in certain departments. Union’s proposal would result in reduction in certain departments.</p>

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		<p>least expensive offered health plan, employee only.</p> <p>2. Retiree Health coverage: As proposed by County. Retiree need not opt to receive retiree health coverage at the time of retirement. In all likelihood, those opting to defer the benefit will be early retirees.</p> <p>e) Dental and Vision: Agree to rate increase as proposed by County. Maintain dual coverage for dental and vision only.</p> <p>f) Irrevocable Retiree Health Trust: The County has created an irrevocable trust to pay for its retiree medical contribution through PARS.</p> <p>1. Effective upon ratification, the County will deposit an additional \$20 million in the PARS irrevocable trust. (We argue that these funds should have been set aside for purposes of honoring the County's obligation to pay for retiree medical coverage, instead of funding other reserves.)</p> <p>2. Any funds remaining after County Health Plan has paid off the last of its incurred but not reported claims will be placed in the irrevocable retiree health trust.</p> <p>3. In July of 2010, 1% of COLA will be diverted from pay into irrevocable trust (1% means one percent of SEIU payroll). Diversion of this 1% will be accomplished in the same way as pay is diverted for the purpose of paying for 3% at 60 retirements: employees pay rate will reflect the 1% and the 1% will count toward retirement.</p> <p>4. County will match the 1%; i.e., County will pay 1%</p>	

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		into the same irrevocable OPEB trust. 5. In the event that any employee group is not paying at least 1% into an irrevocable trust for retiree health as of April 30, 2011, SEIU will have an option to exercise a “me too” clause and cease contributing into the irrevocable OPEB trust, effective June 30, 2011. 6. During the term of the agreement, the Board of Supervisors will pass an ordinance devoting Tobacco Settlement revenue to the irrevocable OPEB trust once the County’s obligation to pay the revenue bonds is discharged. g) Effective January 1, 2009, new employees will be subject to the following conditions to receive retiree medical benefits: 1. At least ten yrs service 2. Rule of 70 (service time plus age) to receive retiree medical benefit for self 3. Rule of 80 (service time plus age) to receive retiree medical benefit for self plus one dependent.	
Article 13 – Holidays	This is a Union proposal.	Existing language but add 2(two) hours of floating holiday hours.	The approximate first year cost of this proposal is \$167,000. This is beyond the total economic package proposed by the County.
Article 14 – Vacation	This is a Union proposal.	Modify accrual schedule as follows: 2-10 yrs – at least 3 weeks 10-20 yrs – at least 4 weeks 20+ at least 5 weeks	The approximate first year cost of this proposal is \$315,000. This is beyond the total economic package proposed by the County.
Article 16.2 – Compassionate Leave	This is a Union proposal.	Employees travelling farther than 200 miles to services shall be entitled to use up to	The County currently allows for 5 days (4 days leave, and 1 day

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		16 hours (an additional 8 over current Article) of sick leave for that purpose. If mileage is at issue, Mapquest from employee's home address to service will settle the question.	sick). The average of the comparable counties is 5 days.
17.1.3 - Safety – Hazard Report, Action Appeals Process	Provision deleted, new language references policy/program, not grievable	This is a County proposal.	Union wants grievability maintained and procedure to remain in the MOU.
17.1.5 - Safety- Training	Provision deleted. New language references new policy/program	This is a County proposal.	Union wants to reference policy and applicable law.
17.16 - Human Resources Management System (HRMS)	The County proposes a reopener in the second year of the MOU on the impacts of changes necessary due to implementation of County's new HRMS	This is a County proposal.	The County will be implementing a new HRMS system countywide. The County anticipates that there will be items that need to be negotiated with the Union in order to finalize the implementation. Union is not willing to leave the door open to any mandatory subject of bargaining because the Union fears that this reopener is too broad and will be used to get take backs that can be unilaterally implemented.
17.3 - Memorandum of Understanding – Distribution	The County proposes making the MOU available on-line, and eliminating the printing of MOUs or have the Union pay for the full Cost of the printing.	Union wants to maintain current contract language.	The Union wants the County to continue printing MOUs. The Union states that they are open to printing fewer copies and promoting on-line access.
Article 18 – NEW PROVISION – Span of Control Park Ranger III	This is a Union proposal.	Establish that supervisory span of control for Park Ranger III shall not be more than 10, including extra help employees or include this issue in the Department's strategic plan.	County departments must determine staffing and organization management. This would require additional staffing.
20.2 - Grievance – Definition	Add safety related issues to list of topics that are not grievable	This is a County proposal.	Union is not interested in limiting ability to grieve in any way.