RESOLUTION - ACTION REQUESTED 2012-476

MEETING: September 18, 2012

TO: The Board of Supervisors

FROM: Rick Benson, County Administrative Officer

RE: Resolution Modifying the Insurance Section of the SMA MOU

RECOMMENDATION AND JUSTIFICATION: Adopt a Resolution amending the Memorandum of Understanding (MOU) with the Sheriff's Management Association (SMA) modifying section 6.4.1 entitled "Insurance" effective December 1, 2012.

The County and the SMA met and conferred to discuss changes to section 6.4.1, in particular the County's medical insurance contribution. Agreement was reached to implement a uniform approach to this contribution. The medical contribution that the County will make for all employees in this unit will be $500 per month, which is the same for employees in all bargaining units.

BACKGROUND AND HISTORY OF BOARD ACTIONS: The County and the SMA agreed during labor negotiations for the October 1, 2010-September 30, 2012 MOU that section 6.4 would be re-opened during the term of the MOU to meet and confer over changes to the County's medical insurance policies and procedures. Re-opener negotiations did commence and as a result of those negotiations, both parties agreed to a uniform approach to the County's medical contribution.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

FISCAL IMPACT:
Funding is budgeted in appropriate funds.

ATTACHMENTS:
Medical reopener SMA Exhibit A-2  (DOC)

CAO RECOMMENDATION
Requested Action Recommended
RESULT: ADOPTED [UNANIMOUS]
MOVER: Lee Stetson, Kevin Cann
AYES: Lee Stetson, Lyle Turpin, Kevin Cann, Jim Allen
EXCUSED: Janet Bibby
MARIPOSA COUNTY RESOLUTION NO. 12-476

ADOPT A RESOLUTION AMENDING THE MEMORANDUM OF UNDERSTANDING WITH THE SHERIFFS’ MANAGEMENT ASSOCIATION BY MODIFYING SECTION 6.4.1 ENTITLED "INSURANCE" EFFECTIVE DECEMBER 1, 2012

WHEREAS, Mariposa County and the Sheriffs’ Management Association (SMA) entered into a Memorandum of Understanding (MOU) dated October 1, 2010 through September 30, 2012; and

WHEREAS, the County wishes to implement a uniform approach across all bargaining units regarding health and welfare benefits in general and medical insurance contributions in particular; and

WHEREAS, the County and SMA reopened Article 6 of the MOU, in accordance with Article 6.4.1.1 of the MOU, to meet and confer over proposed changes to the County’s medical benefits plan; and

WHEREAS, the parties met in good faith as required under the Meyers Milias Brown Act and have reached agreement with regard to medical insurance benefits; and

WHEREAS, the parties entered into a Side Letter of Agreement, attached hereto as Exhibit A, to replace Article 6.4.1 - Insurance - of the MOU in its entirety;

NOW, THEREFORE BE IT RESOLVED, that the Mariposa County Board of Supervisors, a political subdivision of the State of California, does hereby amend the Memorandum of Understanding between Mariposa County and the Sheriffs’ Management Association to replace Article 6.4.1 in its entirety with the Side Letter attached as Exhibit A.

PASSED AND ADOPTED this 18th day of September, 2012 by the following vote:

AYES: STETSON, TURPIN, CANN, ALLEN
NOES: NONE
ABSTAINED: NONE
EXCUSED: BIBBY

Lyle Turpin, Vice-Chair

ATTEST: APPROVED AS TO FORM:

Margie Williams, Clerk of the Board

Steven W. Dahlem, County Counsel
EXHIBIT A

SIDE LETTER OF AGREEMENT
BY AND BETWEEN MARIPOSA COUNTY AND
SHERIFFS’ MANAGEMENT ASSOCIATION (SMA)

This Side Letter of Agreement is entered into by and between Mariposa County and the Sheriffs’ Management Association (SMA) and serves to modify Article 6 of the parties’ Memorandum of Understanding, dated October 1, 2010 – September 30, 2012 (hereafter “MOU”).

In accordance with section 6.4.1.1, the MOU, the County and SMA reopened Article 6 of the MOU to meet and confer over proposed changes to the County’s medical benefits plan. Following the parties’ good faith negotiations, the following modifications to Article 6.4.1 of the MOU have been agreed to:

6.4.1 - Insurance

6.4.1.1 – Medical Insurance. The County agrees to contract with the California Public Employees Retirement System (CALPERS) Health Benefits Program for the purpose of providing employees and their dependents with access to medical insurance benefits. Employees must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and the Public Employees Medical and Hospital Care Act (PEMHC).

6.4.1.2 - County’s Contribution for Medical Insurance Benefits.

Effective December 1, 2012, the County’s contribution for medical insurance benefits governed by Government Code Section 22892 shall be $500 per employee or annuitant per month. In the event the County agrees to increase the $500 medical contribution for any other County bargaining unit before December 1, 2012, the County and SMA will reopen this section of the MOU to meet and confer regarding the medical contribution amount.

6.4.1.3 - Dental and Vision Insurance - The County’s contribution for dental and vision insurance will be one hundred percent (100%) of the employee only premium amount. The County will cover 100% of premium increases for dental and vision, said increases not to exceed a combined amount of $15.00 per employee for the term of the MOU.

6.4.1.4 – Life Insurance - The County will pay $30,000.00 coverage for employee and $1,000.00 dependent coverage.

6.4.1.5 - SDI - The County will pay 100% of SDI.

6.4.1.6 - Flexible Benefit Allowance - Separate and apart from the County’s contribution for medical coverage provided under section 6.4.1.2, effective December 1, 2012 the County shall make available to each employee a cash option amount as specified in Attachment A, which may be applied toward the employee’s cost of any and all qualified non-taxable benefits under the County’s IRS Section 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 Section 125 Plan.

Effective upon the date this Side Letter is adopted by the County Board of Supervisors, the above modifications to Article 6 will replace and supersede existing language in Article 6.4.1, from 6.4.1 through 6.4.1.1 of the MOU. Further, the terms of this Side Letter are hereby incorporated into the MOU, and will be read with and subject to all applicable terms and conditions of employment contained in the MOU.

**For the County**

Janet Bibby, Chair  
Board of Supervisors

Date: ______________________

Richard C. Bolanos  
County Negotiator

Date: ______________________

**For the Union**

Paul Konsdorf  
Goyette & Associates

Date: ______________________

Codie Hart, President  
Sheriffs' Management Association

Date: ______________________
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