

96-111

DEPARTMENT: Administration BY: Mike Coffield PHONE: 966-3222

RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes___ No_X_) Approve and authorize execution of settlement agreements with the Deputy Sheriff's Association (DSA) and the Mariposa Sheriff's Management Association (MSMA) which conclude the meet and confer process for 1995. The agreements extend the term of the DSA Memorandum of Understanding (MOU) through September 1997 and the MSMA MOU through August 1997, and implement the changes to the contracts tentatively approved by the Board in closed session.

BACKGROUND AND HISTORY OF BOARD ACTIONS: Negotiations have been underway with MSMA since May 1995, and the principal thrust of negotiations has been to close the compaction between deputies and sergeants. As the Board will recall, a promoting deputy now enters the sergeants ranks at the fourth step, allowing only one step increase before being "topped out" in the series. DSA negotiations began in the fall. The recommended settlement agreements provide that DSA employees will apply the Board's monetary offer to benefits, while MSMA applies the Board's monetary offer to salaries, thereby reducing the compaction each year and at the end of the two year term, a promoting deputy will join the sergeants ranks at the second step. The agreements also make certain other changes to the respective MOU's as negotiated with the respective Associations. The 1995-96 cost for DSA will be \$35,924 and for MSMA will be \$4,736. Section 31515.5 of the Government Code requires an explanation of the effect salary or benefit changes will have on the funding status of the retirement system. Since our cost estimates always include the impact on the retirement contribution, and the increased contribution begins concurrently with the salary or benefit increase, we believe these increases will have no impact on the funding status of the PERS retirement system.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION: The consequence of negative action will be to reopen negotiations with these bargaining groups.

COSTS: () Not Applicable
A. Budgeted current FY \$ 40,660*
B. Total anticipated costs \$ 40,660
C. Required additional funding \$
D. Internal transfers \$
* - Transfers to be included in Midyear report recommendations
SOURCE: () 4/5ths Vote Required
A. Unanticipated revenues \$
B. Reserve for contingencies \$
C. Source description:
Balance in Reserve for Contingencies,
if approved: \$

SPECIAL INSTRUCTIONS:
List the attachments and number
the pages consecutively:

CLERK'S USE ONLY:
Res. No.: 96-111 Ord. No. _____
Vote - Ayes: 5 Noes: _____
Absent: _____ Abstained: _____
Approved () Denied ()
() Minute Order Attached () No Action Necessary

ADMINISTRATIVE OFFICER'S RECOMMENDATION:
This item on agenda as:
 Recommended
 Not Recommended
 For Policy Determination
 Submitted with Comment
 Returned for Further Action
Comment: _____

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

A.O. Initials: MC

SETTLEMENT AGREEMENT

This agreement is entered into by and between the Mariposa County Board of Supervisors ("COUNTY") and the Mariposa County Sheriff's Management Association ("ASSOCIATION").

1. Pursuant to Article 20, Duration, of the current Memorandum of Understanding (MOU), between the COUNTY and the ASSOCIATION, the parties have met and conferred and have agreed to extend the MOU through August 1997, with all other provisions of the MOU to remain in full force and effect.
2. To accommodate the desire of the ASSOCIATION, the Mariposa County Deputy Sheriff's Association and the COUNTY to decrease the compaction between deputy and sergeant salary levels, the parties have agreed to apply the County's two year offer against salaries, while the Deputy Sheriff's Association applies it to benefits so that a promoting deputy enters the sergeants ranks at the second rather than the fourth step. Accordingly, salary ranges shall be increased as follows:

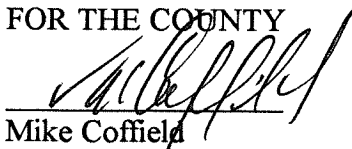
Classification	Current Range	Effective Jan. 1, 1996	Effective Sep. 1, 1996
Patrol Sergeant	200	206	218
Jail Sergeant	178	181	193
Jail Lieutenant	219		223

Salaries for other classifications represented by the ASSOCIATION (Undersheriff, Captains) shall not be adjusted.

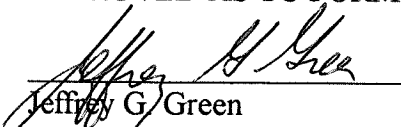
3. For a one fiscal year trial period, beginning in July 1996 and continuing through June 1997, sick leave will count as time worked for the purposes of calculation of overtime payments to patrol sergeants and jail sergeants during each pay period. The Sheriff's Department agrees to track the additional overtime costs resulting from this provision, both for the individual employee receiving overtime which would have been lost under the current policy, and for the additional overtime worked by other officers to backfill the officer off duty because of the additional sick leave which will be used. This provision shall expire by its own terms on June 30, 1997 and shall not be effective thereafter unless the provision is contained in a succeeding Agreement, mutually agreed in writing between the parties hereto.

4. ASSOCIATION and COUNTY agree to consult with each other and with the Deputy Sheriff's Association to share cost to request PERS to conduct actuarial valuation to determine cost of survivor benefit option on retirement pursuant to both Section 21263 and Section 21266, and option to lift sick leave cap and allow sick leave to count as time worked in computation of service credits, and agree to an opener, following the receipt of the valuation, to discuss possible implementation.


FOR THE COUNTY


Mike Coffield
Administrative Officer

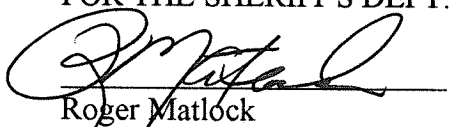
APPROVED AS TO FORM


Jeffrey G. Green
County Counsel

FOR THE ASSOCIATION


Howard Davies
Sheriff's Management Association

FOR THE SHERIFF'S DEPT.

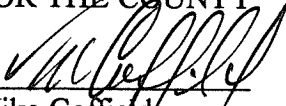

Roger Matlock
County Sheriff

SETTLEMENT AGREEMENT

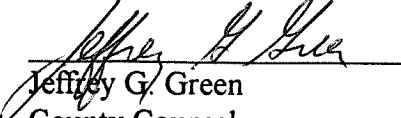
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1. Pursuant to Article 20, Duration, of the current Memorandum of Understanding (MOU), between the COUNTY and the ASSOCIATION, the parties have met and conferred and have agreed to extend the MOU through September 1997, with all other provisions of the section to remain in full force and effect.
2. To accommodate the desire of the ASSOCIATION, the Mariposa County Sheriff's Management Association and the COUNTY to decrease the compaction between deputy and sergeant salary levels, the parties have agreed to apply the County's two year 2% and 2.5% offer against benefits, while the Management Association applies it to salaries so that a promoting deputy enters the sergeants ranks at the second rather than the fourth step. Accordingly, an amount equal to 4.5% of each deputy's and jail officer's salary will be computed as of October 1, 1995, and a contribution of that amount will be made monthly to be applied as the employees direct toward health, dental, or vision premium costs, the deferred compensation plan, or some combination thereof.
3. For a one fiscal year trial period, beginning in July 1996 and continuing through June 1997, sick leave will count as time worked for the purposes of calculation of overtime payments to deputies and jail officers. The Sheriff's Department agrees to track the additional overtime costs resulting from this provision, both for the individual employee receiving overtime which would have been lost under the current policy, and for the additional overtime worked by other officers to backfill the officer off duty because of the additional sick leave which will be used. This provision shall expire by its own terms on June 30, 1997 and shall not be contained in any succeeding Agreement unless mutually agreed between the parties hereto.
4. New Section 8.3.1.1. is added to the agreement as follows: "Annual leave scheduling shall be based upon and determined by seniority within the classifications affected."

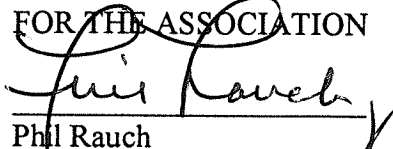
FOR THE COUNTY


Mike Coffield
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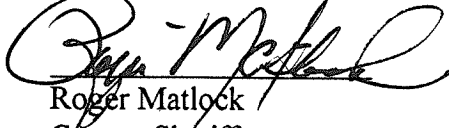
APPROVED AS TO FORM


Jeffrey G. Green
County Counsel
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FOR THE ASSOCIATION


Phil Rauch
Deputy Sheriff's Association

FOR THE SHERIFF'S DEPT.


Roger Matlock
County Sheriff