

Agenda Date: October 19, 2017
Agenda Placement: Admin.
Estimated Time: N/A
Continued Item: No

Board Agenda Item

TO: Air Pollution Control District Board

FROM: Aeron Arlin Genet, Air Pollution Control Officer

CONTACT: Kristina Aguilar, Administrative Manager (961-8813)

SUBJECT: Memorandum of Understanding with Service Employees International Union, Local 620

RECOMMENDATION:

Authorize the Air Pollution Control Officer to enter into a side letter agreement between the Santa Barbara County Air Pollution Control District (District) and the Service Employees International Union, Local 620 (SEIU) to amend provisions of the current Memorandum of Understanding (MOU), including an extension through June 30, 2020 (Attachment 1).

DISCUSSION:

SEIU represents 4 active employees in our Clerical and Fiscal groups. Their current contract will expire June 30, 2018. Consistent with parameters set by your Board, we have negotiated a two-year extension of the MOU through June 30, 2020.

The District's negotiating team, comprised of Draza Mrvichin, Consultant, and Kristina Aguilar, Administrative Manager, completed a collaborative negotiation while jointly working toward a common goal with SEIU's team of Elizabeth Zavala, Office Technician; and Mike Woods, Local SEIU 620 Labor Representative.

The most significant terms of this agreement are as follows:

1. Term – Agreement effective June 24, 2013 through June 30, 2018 will be extended through June 30, 2020;
2. Salaries – A \$2,000 one-time payment will be made to each member of the unit effective Pay Period 1 of 2018, with a pay date of January 11, 2018. This payment will be considered compensation earnable for employees enrolled in the legacy retirement tiers (Gov. Code § 31461) and not considered pensionable compensation for those employees

enrolled in PEPRA (Gov. Code § 7522.34 (c)(3) & (c)(10));

3. Medical Benefits – Effective January 1, 2018 the District shall contribute an additional semi-monthly benefit of \$22.33 to the employee-only premium of the medical benefit;
4. An agreement to a re-opener on two (2) issues for each party in both years of the extension with the MOU expiring June 30, 2020; and
5. An agreement of a “me too clause,” which states: “If any SBCAPCD Bargaining Unit receives a total Compensation settlement, during the current bargaining cycle, greater than this settlement; then this agreement shall be adjusted upward. Total compensation shall include across the board salary movement and District medical contribution.” The bargaining cycle for the purposes of the “me too clause” was the July and August 2017 re-opener discussions.

FISCAL IMPACT:

During recent years the District has reduced in staff size and seen its budget process further refined. With the adoption of the Fiscal Year 2017-2018 budget, the District is able to provide an increase in benefits and a one-time payment for salary. Throughout the process, the negotiating teams worked together to create an MOU that worked for everyone, while staying within the parameters set by your Board. The below outlines the fiscal impact of these changes to SEIU:

1. Providing an increase in the District paid employee-only portion of the medical plan effective January 1, 2018 will have an impact for the 2017-2018 Fiscal Year of \$1,075, and then \$2,150 in subsequent Fiscal Years; and
2. Providing a \$2,000 one-time payment effective Pay Period 1 of 2018, with a pay date of January 11, 2018 will have an impact for the 2017-2018 Fiscal Year of \$8,000.

ATTACHMENT:

- SEIU Side Letter

SIDE LETTER AGREEMENT

Between

SEIU Local 620 and SBCAPCD

August 31, 2017

TERM OF AGREEMENT: Extend Current MOU from July 1, 2018 to June 30, 2020 with reopeners on two (2) Articles each year of the agreement.

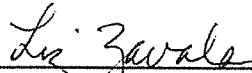
MEDICAL: \$44.66 effective January 1, 2018 increase in the Districts contribution to medical premiums to a new maximum of \$535.50 per month, for plan year January 1, 2018 to December 31, 2018.

SALARY: \$2,000 paid to each unit member effective Pay Period 1 of 2018 (12-18-17 to 12-31-17) payable January 11, 2018, the onetime payment also to be Pensionable.

ME TOO: If any SBCAPCD Bargaining Unit receives a total Compensation settlement, during this bargaining cycle, greater than this settlement; then this agreement shall be adjusted upward. Total compensation shall include across the board salary movement and District medical contribution.

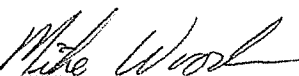
SEIU

APCD

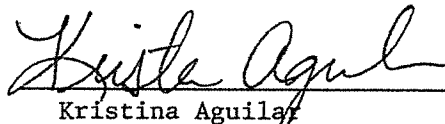


Elizabeth Zavala

Aeron Arlin Genet



Mike Woods



Kristina Aguilar

DATE: 9/11/17

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APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
Santa Barbara County Counsel

By Victoria Parks Tuttle
Deputy