

**LAST, BEST & FINAL OFFER
ALTERNATIVE OPTIONS 1 AND 2**

PRESENTED TO SEIU ON JULY 20, 2017

THE ATTACHED INCLUDES THE COUNTY'S LAST BEST AND FINAL PROPOSALS

LAST, BEST & FINAL OFFER – OPTION 1

The County proposes a three-year term, effective upon ratification and adoption by the Board of Supervisors, through June 20, 2020.

1. Wages:

- Fiscal Year 2017-2018: 2% wage increase effective the pay period following ratification by the Union and adoption by the Board of Supervisors. There is no retroactivity.
- Fiscal Year 2018-2019: 2% wage increase effective June 22, 2018.
- Fiscal Year 2019-2020: 2% wage increase effective June 21, 2019.

SEIU has the option to use up to 1% of the proposed 2% salary increase toward equity adjustments for each year of the agreement. The 2% general wage increase will be reduced by the amount of equity requested. The equity requests cannot exceed the equivalent of a 1% general unit-wide increase. SEIU must provide a list of the classifications to be adjusted with the amount of the adjustment listed by July 28. The equity increase cannot be such that it causes compaction issues with other classifications as identified by the County. The list of classifications with the proposed equity adjustment will be reviewed by the County and the County will notify SEIU by August 4 whether they meet the outlined criteria in this proposal.

2. County Contribution Towards Flexible Benefits Plan:

The County Open Enrollment period is scheduled from October 2 to October 26, 2017. In order to conduct open enrollment, all flex credits must be entered into the open enrollment system by August 31, 2017. If there is not a ratified tentative agreement by 4:00 p.m. on August 31, 2017, the flex credit increase for January 1, 2018 is removed due to open enrollment timelines.

Effective January 1, 2018: 5% increase (only if ratified by August 31, 2017)

	Per Month	Approximate Annual
Employee Only	\$563.00	\$6,756.00
Employee + 1	\$856.00	\$10,272.00
Employee + 2 or more	\$1,244.00	\$14,928.00

Effective January 1, 2019: 5% increase

	Per Month	Approximate Annual
Employee Only	\$591.00	\$7,092.00
Employee + 1	\$899.00	\$10,788.00
Employee + 2 or more	\$1,306.00	\$15,672.00

Effective January 1, 2020: 5% increase

	Per Month	Approximate Annual
Employee Only	\$621.00	\$7,452.00
Employee + 1	\$944.00	\$11,328.00
Employee + 2 or more	\$1,371.00	\$16,452.00

3. **Parking:**

Effective the pay period following ratification by the Union and adoption by the Board of Supervisors, an increased reimbursement from fifty dollars (\$50) to three-hundred dollars (\$300) per month for each eligible employee who incurs parking expenses at applicable downtown locations.

Employees who receive a transit and parking reimbursement, the total shall not exceed three-hundred dollars (\$300).

4. **Retirement:**

Retirement benefits for employees hired on or after a date determined by the Board of Supervisors, but no sooner than July 1, 2018, shall be those established for a new “Tier D” program for eligible employees.

“Tier D” shall consist of the following benefits:

Effective	On or after July 1, 2018
Formula	1.62% @ 65
Final Average Compensation	Highest 3-Year Average
COLA	Maximum 2%

The implementation of this Retirement Tier is contingent upon the adoption of resolutions and an ordinance by the Board of Supervisors, which implement the provisions of Tier D (described above) applicable to general members who become new members, as defined by Government Code section 7522.04(f), in County positions on or after a date specified in the applicable resolution.

5. **Amend Joint MOA Article 8, Section 2 (E): Hard-Toe Shoes/Non-Slip Safety Shoes:**

As proposed by SEIU, the County agrees to add the classifications of Food Services Worker (006415) and Cook (006411) to the list of eligible job classes to receive a Hard-Toe Shoes/Non-Slip Safety Shoes reimbursement.

6. **For HS & RN MOA - Add new Section: Rest Periods:**

As proposed by SEIU, the County agrees to add the following language:

Employee work schedules shall provide for a rest period not to exceed fifteen (15) minutes during each half-work day. The rest period is to be taken at approximately the midpoint of each half-work day, if work and coverage reasonably permit. If work

or coverage do not reasonably so permit, then the rest period is to be taken as time is available, but not so as to shorten the work day or lengthen the lunch break. Rest areas shall be open to employees for use as such during regular work hours except when conferences have been scheduled for their use.

Any subject, which is allowable for discussion before, during, or after work, is allowable during the rest period in the rest areas.

7. **Amend Article 2, Section 4 (All MOAs): Union Access:**

The County agrees to modify this section as proposed by SEIU to the following: *Union representatives will comply with the regulations established in this Article. Union representatives shall not interfere with the work operations of any Department or District of the County. Authorized Union representatives desiring such access to work locations shall first request entrance from the appropriate County representative at which time the authorized representative shall inform said County representative of the purpose of the visit. Union representative shall either telephone or email the appropriate County representative responsible for the district, division or yard, or shall personally contact such County representative upon entering any work location under his or her supervision. County representatives shall respond promptly to access notifications (normally within one business day).*

8. **Clean Up Provisions** – Incorporate the following LOUs into the language of the MOA:

- a. Employee Poll Worker Program
- b. Grievance Procedure Clean Up
- c. Sick Leave

9. This is a package proposal; denial of all or part of this package shall constitute a rejection of the entire package.

10. This tentative agreement is contingent upon two Board of Supervisors readings and final adoption by the Board of Supervisors on the second reading. In no event will retroactivity occur.

TENTATIVE AGREEMENT

COUNTY OF SAN DIEGO:

SERVICE EMPLOYEES INTL. UNION,
LOCAL 221 (AE, CL, HS, FS, MM, PR, PS,
RN, SS, & SW Units):

BRAD RANKIN

DATE: _____

JIM PHILLIOU

DATE: _____

**LAST, BEST & FINAL OFFER – OPTION 2
5-YEAR AGREEMENT WITH INCENTIVES**

PRESENTED TO SEIU ON JULY 20, 2017

The attached second alternative last, best and final offer is proposed with the addition of a settlement incentive to SEIU if a signed tentative agreement is reached by August 4, 2017, no later than 4:00 p.m., and successful ratification by SEIU no later than 4:00 p.m. on August 31, 2017.

If no tentative agreement is reached by the August 4, 2017 deadline or SEIU fails to ratify by 4:00 p.m. on August 31, the settlement incentive is withdrawn. Ratification is necessary by this date to ensure agreed-upon flex credit increases are available for the October open enrollment period.

If after exhaustion of all impasse procedures and the Board of Supervisors decides to implement the Last Best and Final Offer, the first year of the three-year proposal will be imposed.

LAST, BEST & FINAL OFFER – OPTION 2

Five-year term, effective upon ratification and adoption by the Board of Supervisors through June 17, 2022. The County is proposing a five-year term as it provides long-term stability for both parties and employees. In addition, it allows the County to spread costs over a longer period of time.

1. **Settlement Incentive:** A one-time monetary payment of \$500 for all regular employees who have paid service during Fiscal Year 2016-2017 will be paid as a settlement incentive. An employee is not eligible to receive this one-time lump sum payment if they terminate before the first day of payroll 08. Part-time employees shall receive a pro-rated amount according to their standard hours. This is in addition to the one-time monies listed under number 2 below, effective the pay period following ratification by the Union and adoption by the Board of Supervisors.

2. **Wages:**

Fiscal Year 2017-2018: 3% wage increase effective the pay period following ratification by the Union and adoption by the Board of Supervisors. There is no retroactivity.

Fiscal Year 2018-2019: 3% wage increase effective June 22, 2018.

Fiscal Year 2019-2020: 3% wage increase effective June 21, 2019.

Fiscal Year 2020-2021: 2% wage increase effective June 19, 2020.

Fiscal Year 2021-2022: 2% wage increase effective June 18, 2021.

• **Effective the pay period following ratification by the Union and adoption by the Board of Supervisors:** One-time monetary payment of \$750 for all regular employees who have paid service during Fiscal Year 2016-2017. An employee is not eligible to receive the one-time lump sum payment if they terminated before the first day of the payroll 08. Part-time employees shall receive a pro-rated amount according to their standard hours.

• **Effective June 22, 2018:** One-time monetary payment of \$750 for all regular employees who have paid service during Fiscal Year 2017-2018. Payment to be paid on the payday of payroll 02 (July 27, 2018). Part-time employees shall receive a pro-rated amount according to their standard hours.

• **Effective June 21, 2019:** One-time monetary payment of \$750 for all regular employees who have paid service during Fiscal Year 2018-2019. Payment to be paid on the payday of payroll 02 (July 26, 2019). Part-time employees shall receive a pro-rated amount according to their standard hours.

• **Effective June 19, 2020:** One-time monetary payment of \$1,500 for all regular employees who have paid service during Fiscal Year 2019-2020. Payment to be

paid on the payday of payroll 02 (July 24, 2020). Part-time employees shall receive a pro-rated amount according to their standard hours.

- **Effective June 18, 2021:** One-time monetary payment of \$1,500 for all regular employees who have paid service during Fiscal Year 2020-2021. Payment to be paid on the payday of payroll 02 (July 23, 2021). Part-time employees shall receive a pro-rated amount according to their standard hours.
- The one-time lump sum payments will be included in the employees' regular paycheck. For the one-time payments in 2018, 2019, 2020, and 2021, an employee is not eligible to receive the one-time lump sum payment if they terminated before the first day of the payroll 02. An employee shall not be entitled to the one-time lump sum monetary payment above if they received a one-time payment under the terms of a different bargaining unit for the same fiscal year. If an eligible employee is on paid or unpaid leave, the payment will be made when the employee returns to active County service.

3. **County Contribution Towards Flexible Benefits Plan:**

The County Open Enrollment period is scheduled from October 2 to October 26, 2017. In order to conduct open enrollment, all flex credits must be entered into the open enrollment system by August 31, 2017. If there is not a ratified tentative agreement by 4:00 pm on August 31, 2017 the flex credit increases for January 1, 2018 is removed due to open enrollment timelines.

Effective January 1, 2018: 7% increase (only if ratified by August 31, 2017)

	Per Month	Approximate Annual
Employee Only	\$574.00	\$6,888.00
Employee + 1	\$872.00	\$10,464.00
Employee + 2 or more	\$1,268.00	\$15,216.00

Effective January 1, 2019: 7% increase

	Per Month	Approximate Annual
Employee Only	\$614.00	\$7,368.00
Employee + 1	\$933.00	\$11,196.00
Employee + 2 or more	\$1,357.00	\$16,284.00

Effective January 1, 2020: 7% increase

	Per Month	Approximate Annual
Employee Only	\$657.00	\$7,884.00
Employee + 1	\$998.00	\$11,976.00
Employee + 2 or more	\$1,452.00	\$17,424.00

Effective January 1, 2021: 7% increase

	Per Month	Approximate Annual
Employee Only	\$703.00	\$8,436.00
Employee + 1	\$1,068.00	\$12,816.00
Employee + 2 or more	\$1,554.00	\$18,648.00

Effective January 1, 2022: 7% increase

	Per Month	Approximate Annual
Employee Only	\$752.00	\$9,024.00
Employee + 1	\$1,143.00	\$13,716.00
Employee + 2 or more	\$1,663.00	\$19,956.00

4. Parking Reimbursement:

Effective the pay period following ratification by the Union and adoption by the Board of Supervisors, an increased reimbursement from fifty dollars (\$50) to three-hundred dollars (\$300) per month for each eligible employee who incurs parking expenses at applicable downtown locations.

Employees who receive a transit and parking reimbursement, the total shall not exceed three-hundred dollars (\$300).

5. Retirement:

Retirement benefits for employees hired on or after a date determined by the Board of Supervisors, but no sooner than July 1, 2018, shall be those established for a new “Tier D” program for eligible employees.

“Tier D” shall consist of the following benefits:

Effective	On or after July 1, 2018
Formula	1.62% @ 65
Final Average Compensation	Highest 3-Year Average
COLA	Maximum 2%

The implementation of this Retirement Tier is contingent upon the adoption of resolutions and an ordinance by the Board of Supervisors, which implement the provisions of Tier D (described above) applicable to general members who become new members, as defined by Government Code section 7522.04(f), in County positions on or after a date specified in the applicable resolution.

6. Amend Joint MOA Article 8, Section 2(E): Hard-Toe Shoes/Non-Slip Safety Shoes:

As proposed by SEIU, the County agrees to add the classification of Food Services Worker (006415) and Cook (006411) to the list of eligible job classes to receive a Hard-Toe Shoes/Non-Slip Safety Shoes reimbursement.

7. **For HS & RN MOA – Add new Section: Rest Periods:**

As proposed by SEIU, the County agrees to add the following language:

Employee work schedules shall provide for a rest period not to exceed fifteen (15) minutes during each half-work day. The rest period is to be taken at approximately the midpoint of each half-work day, if work and coverage reasonably permit. If work or coverage do not reasonably so permit, then the rest period is to be taken as time is available, but not so as to shorten the work day or lengthen the lunch break. Rest areas shall be open to employees for use as such during regular work hours except when conferences have been scheduled for their use.

Any subject, which is allowable for discussion before, during, or after work is allowable during the rest period in the rest areas.

8. **Amend Article 2, Section 4 (all MOAs): Union Access:**

The County agrees to modify this section as proposed by SEIU to the following:

Union representatives will comply with the regulations established in this Article. Union representatives shall not interfere with the work operations of any Department or District of the County. Authorized Union representatives desiring such access to work locations shall first request entrance from the appropriate County representative at which time the authorized representative shall inform said County representative of the purpose of the visit. Union representative shall either telephone or email the appropriate County representative responsible for the district, division or yard, or shall personally contact such County representative upon entering any work location under his or her supervision. County representatives shall respond promptly to access notifications (normally within one business day).

9. **Clean Up Provisions** – Incorporate the following LOUs into the language of the MOA:

- a. Employee Poll Worker Program
- b. Grievance Procedure Clean UP
- c. Sick Leave

10. This is a package proposal; denial of all or part of this package shall constitute a rejection of the entire package.

11. This tentative agreement is contingent upon meeting the August 4 tentative agreement and August 31 ratification timelines.
12. This tentative agreement is contingent upon two Board of Supervisors readings and final adoption by the Board of Supervisors on the second reading. In no event will retroactivity occur.

TENTATIVE AGREEMENT

COUNTY OF SAN DIEGO:

SERVICE EMPLOYEES INTL. UNION,
LOCAL 221 (AE, CL, HS, FS, MM, PR, PS,
RN, SS, & SW Units):

BRAD RANKIN DATE: _____

JIM PHILLIOU DATE: _____