

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Chief Executive Office

BOARD AGENDA # \*B-3

Urgent

Routine

AGENDA DATE November 30, 2010

CEO Concurs with Recommendation YES  NO

4/5 Vote Required YES  NO

(Information Attached)

SUBJECT:

Approval to Extend the Expiration Date of the Current Memorandum of Understanding Between the County of Stanislaus and the California Nurses' Association from February 28, 2011 to June 30, 2012

STAFF RECOMMENDATIONS:

1. Approve the extension of the current Memorandum of Understanding between the County and the California Nurses' Association from February 28, 2011 to June 30, 2012.
2. Authorize the Chief Executive Officer and all parties to sign the extension agreement.

FISCAL IMPACT:

There is no fiscal impact associated with the recommendation to extend the Memorandum of Understanding with the California Nurses' Association (CNA).

The extension includes a reduction in retirement benefits for future employees hired into the bargaining unit effective January 1, 2011. While no immediate fiscal savings are projected from this change, the

(Fiscal Impact continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2010-706

On motion of Supervisor O'Brien, Seconded by Supervisor Monteith

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, DeMartini, and Chairman Grover

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

ATTEST:

  
CHRISTINE FERRARO TALLMAN, Clerk

File No.

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**FISCAL IMPACT CONTINUED:**

County will experience a gradual decrease in future retirement cost exposures as a result of implementing the reduced retirement benefits for future employees. Additional work will also need to be completed in conjunction with the Stanislaus County Employee Retirement Association to prepare all related actions necessary to implement the recommended retirement changes prior to January 1, 2011. Those additional actions and projected actuarial cost savings will be forwarded to the Board of Supervisors for final approval in the coming months.

**DISCUSSION:**

The current Memorandum of Understanding (MOU) between the County and the California Nurses' Association (CNA) is effective March 1, 2009 through February 28, 2011. The County and CNA reached a tentative agreement to extend the expiration of their current MOU from February 28, 2011 to June 30, 2012. The extension will coincide with the term of the previously approved five percent (5%) salary cost reduction agreement which will also expire on June 30, 2012.

In October 2010 the County requested the California Nurses Association (CNA) to meet and confer on the reinstatement of Tier II retirement benefits for employees hired after December 31, 2010. During discussions the County and CNA reached agreement on the reinstatement of Tier II retirement benefits for employees hired after December 31, 2010.

Concurrently the County and CNA agreed to meet and discuss benefit eligibility for nurses classified as certain part-time nurses. The current Memorandum of Understanding allows the County to identify extra-help nursing positions which can be scheduled for work with sufficient regularity to insure a minimum of eighty (80) hours per calendar month. These nurses are categorized as certain part-time nurses and are eligible to participate in health insurance plan(s) including group dental, vision and life insurance plans. Certain part-time nurses are primarily used by the Health Services Agency.

With the implementation of the 2011 Health Insurance Agreement, which included an increase in the minimum number of hours an employee is required to work to be eligible for benefits, a corresponding increase in the minimum number of hours required for a certain part-time nurse seemed appropriate. The contract extension with CNA includes an increase in the minimum number of hours a nurse must work to be eligible for benefits from eighty (80) to ninety-six (96) hours a month. Should the nurse be compensated for less than the required ninety-six (96) hours per calendar month because he/she was unavailable for work, the cost of the nurse's premium and dependent premium (if applicable),

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shall be the responsibility of the nurse. The nurse will be required to pay the premium the month following the first month when the nurse is not compensated for ninety-six (96) hours.

Existing contract language states that should the nurse be available to work, but the workload did not require ninety-six (96) hours of service, the County will accept the cost for the applicable insurance premiums as long as the nurse was compensated for at least sixty-four (64) hours of work in a calendar month. The department will continue to schedule nurses to ensure certain part-time nurses are scheduled a minimum of ninety-six (96) hours a month to limit the County's fiscal obligation. Unless specifically stated, all provisions of the negotiated agreement are effective upon approval of the Board of Supervisors.

**POLICY ISSUES:**

The Board of Supervisors should consider the effect of this labor agreement on the fiscal and policy direction and priorities of the organization.

**STAFFING IMPACT:**

The CNA represents approximately 70 employees in the Registered nurses bargaining unit. There is no impact on staffing resulting from the terms of this agreement.

**CONTACT:**

Nancy Bronstein, Deputy Executive Officer. Telephone: (209) 525-6333

**AGREEMENT  
BETWEEN COUNTY OF STANISLAUS  
AND  
CALIFORNIA NURSES ASSOCIATION**

**RE: EXTENSION OF CURRENT MEMORANDUM OF UNDERSTANDING**

County of Stanislaus (County), and the California Nurses Association (CNA), agree:

1. To extend the expiration of the current Memorandum of Understanding between the County and CNA from February 28, 2011, to June 30, 2012.
2. That the County's retirement benefits in effect prior to the commencement of this agreement will remain in effect for employees of the bargaining unit employed prior to January 1, 2011. The current retirement benefit is approximately two percent (2%) at age 55, with final average salary calculated on the employee's highest consecutive 12-months of service.

The County will be uniformly reinstating the former Tier Two level of retirement benefits for all newly hired members of the bargaining unit effective January 1, 2011. Tier Two benefits are established per Government code Section 31676.1 (approximately 2% @ age 61) with final average salary calculated on the employee's highest consecutive three years of service.

Employees who are rehired/reinstated with the County after the implementation of Tier Two on January 1, 2011 and have met the necessary membership criteria to be placed in their former retirement tier shall be eligible for placement in that former tier. In general, current legal standards allow rehired employees the opportunity to reinstate into their former retirement tier as long as the individual member either has left their individual retirement contributions on deposit since their prior period of County service or they have elected and completed the redeposit of withdrawn retirement contributions plus applicable interest. The membership tier will depend on the employee's/member's individual circumstances and prior retirement selections. Employees who are rehired/reinstated with the County after January 1, 2011 are encouraged to confirm their membership status and retirement tier reinstatement options with StanCERA.

3. The parties agree to modify section 10 of the Memorandum of Understanding (MOU) for Certain Part-time Nurses replacing the language as follows:

When the County identifies a number of extra-help positions which can be scheduled for work with sufficient regularity to insure a minimum of ninety-six (96) hours per calendar month, those extra-help Nurses will be offered an opportunity to enter into individual employment Agreements with the County. The Nurse will agree to work as scheduled in advance by Agreement with the Department Head or his/her designee. The following provisions shall apply to these agreements:

Should the Nurse's Agreement be terminated or in the event the Nurse is not scheduled to work for thirty (30) consecutive days, the Nurse will have the right to ask that an informal administrative hearing be conducted by the Department Head or his/her designee to review the reasons. It is our mutual understanding that at such informal hearings the Nurse may be represented, may call witnesses, and may submit verbal and written information in support of his/her position.

These registered Nurses will in turn receive, in addition to hourly rate compensation, the following benefits:

- A. The parties agree that the Nurse will be eligible to participate in the health insurance plan(s) and that dependent coverage may be elected in accordance with the provisions of each plan. The Nurse may participate in the group dental, vision and life insurance plans. The Nurse will be required to pay, by payroll deduction, any employee contribution for the health, dental, vision or life insurance plan.

The parties further agree that should the Nurse be compensated for less than the required ninety-six (96) hours per calendar month because he or she was unavailable for work, the cost of the Nurse's premium and dependent premium (if applicable), shall be the responsibility of the Nurse. The nurse will be notified by registered mail that they will be required to pay the premium the month following the first month when the Nurse is not compensated for ninety-six (96) hours. Should the Nurse fail to pay the insurance premium as required, the Nurse will be ineligible to participate in the insurance program.

However, should the Nurse be available to work, but the workload did not require ninety-six (96) hours of service, the County will accept the cost for the applicable insurance premiums as long as the Nurse was compensated for at least sixty-four (64) hours of work in a calendar month.

- B. Certain Part Time Nurses will receive 24 hours of continuing education time annually. Certain Part Time Nurses hired between July 1 and December 31 will receive 12 hours of CED time in their first calendar year of employment. Certain Part Time Nurses hired prior to July 1 will receive 24 hours. CED time will not accrue from year to year.

The remaining provisions of section 10 items C through J remain unchanged.

- 4. Employee health insurance benefits are negotiated under a separate meet and confer process between the County and all represented employee bargaining units. A copy of the health insurance agreement covering January 1, 2011 through December 31, 2011 is included in the as Attachment 1.

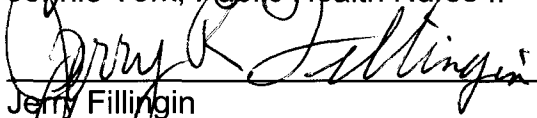
5. The parties agree to meet and confer during the term of this agreement upon the County's request to negotiate changes to the existing reduction in force policy.

Agreed to this 30<sup>th</sup> day of November, 2010

  
Virginia McLain, Public Health Nurse III

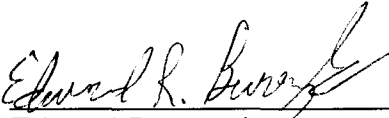
  
Lynda Perino, Public Health Nurse III

  
Joanne York, Public Health Nurse II

  
Jerry Fillingim  
California Nurses Association

  
Richard W. Robinson  
Chief Executive Officer

Approved as to Form:

  
Edward Burroughs  
Assistant County Counsel