



Agenda Date: 11/7/2006
Agenda Placement: 6S

NAPA COUNTY BOARD OF SUPERVISORS Board Agenda Letter

TO: Board of Supervisors
FROM: Mark Gregersen - Director
Human Resources
REPORT BY: Quinn Johnston, Principal HR Analyst, 259-8720
SUBJECT: Amendment to PSE and PSE Supervisory MOU

RECOMMENDATION

Human Resources Director requests approval of a tentative side letter agreement with SEIU Local 614-NAPE amending the Memoranda of Understanding with the Public Services Employee (PSE) and Public Services Employee-Supervisory (PSE Supervisory) effective November 7, 2006 and as agreed to by the Union on October 13, 2006, regarding eligibility for holiday premium pay.

EXECUTIVE SUMMARY

Human Resources and SEIU representatives have identified an inequity that exists in the collective bargaining agreements regarding eligibility for holiday premium pay.

Under the current agreements, employees who work 9, 10 and 12 hour shifts on a County observed holiday in Juvenile Hall, Sheriff's Records Division, Corrections and Health and Human Services Emergency Response receive time and one half for hours worked, up to 12 hours, and 8 hours of holiday credit calculated at straight time. Both premiums can be taken as time off or in cash. Employees working 8 hour shifts on a County observed holiday in these same work units, working alongside employees in the same departments on 9, 10 or 12 hour shifts, do not qualify for the holiday pay premium.

The tentative agreement reached between SEIU Local 614 - NAPE and Human Resources, which requires Board of Supervisors approval, was ratified by the units on October 13, 2006 and resolves this inequity.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No

What is the revenue source?	Each affected department will absorb the additional costs within the respective Fiscal Year 2006-07 final budget.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	<p>As it currently exists, employees working an 8 hour shift do not receive holiday premium pay whereas employees they work alongside on 9, 10 and 12 hour shifts receive holiday premium pay. As a matter of fairness, employees working 8 hour shifts on a County-observed holiday in those named departments should receive the same holiday premium pay as a those employees they work alongside who work 9, 10 or 12 hour shifts on the same County observed holiday. The impact of this recommendation for the remainder of this fiscal year is approximately \$7,000.</p> <p>Currently, there is only one employee working an 8 hour shift in the Sheriff's Records Division with the possibility of one additional staff member working an 8 hour shift in Juvenile Hall in January 2007. These employees currently receive straight time holiday pay.</p>
Is the general fund affected?	Yes
Future fiscal impact:	The future fiscal impact of this tentative agreement is approximately \$10,000 per year, assuming that affected employees elected to cash out the holiday premium time earned and will be requested in the departments' recommended budgets. If employees elected to take the holiday premium as time off instead, lost productivity would be the cost.
Consequences if not approved:	Employees in the named departments who work 8 hour shifts on County-observed holidays would receive different holiday pay provisions from employees in the same departments who work 9, 10 or 12 hour shifts on the very same holidays.
Additional Information:	None

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

An inequity regarding the payment of holiday premium pay has been identified between 8 hour shift employees and employees who work 9, 10 and 12 hour shifts in Juvenile Hall, Sheriff's Records Division, Corrections and Health and Human Services Emergency Response on a County-observed holiday.

Section 45.5 of both the PSE and PSE Supervisory Memoranda of Understanding (MOU) regarding the payment of holiday pay are silent with regard to employees who work 8 hour shifts. This section of the MOU provides for 1.5 times regular pay for hours actually worked on a named holiday plus 8 hours of holiday credit at straight time, which may be taken in cash or compensatory time off for employees working in specific work units. When the MOU's were originally written it was not intended to cover 8 hour shift employees. The reason this amendment

is being proposed is that it has come to the attention of Human Resources that there is a basic unfairness with the language found in the existing documents because 8 hour shift employees who work alongside 9, 10 and 12 hour shift employees, in the same facilities and doing the same work on a County-observed holiday, are excluded from the holiday premium pay provisions.

Human Resources and SEIU Local 614 have been discussing the feasibility of extending the same holiday premium pay to employees who work on 8 hour shifts in those named departments to resolve the inequity. The proposed amendment to the MOU's currently affects only one employee in the Sheriff's Records Division and potentially one Juvenile Hall Counselor in 2007 after shift bidding occurs.

SEIU Local 614 has been consulted and has agreed to the proposed recommendation amending section 45.5 of the two Memoranda of Understanding.

If approved by the Board of Supervisors, the tentative Side Letter Agreement would go into effect in time for the next County observed holiday (Veteran's Day) and would resolve the inequity.

SUPPORTING DOCUMENTS

A . Holiday Pay Side Letter Agreement

CEO Recommendation: Approve

Reviewed By: Lorenzo Zialcita