

**Letter of Agreement
Between the County of El Dorado
and the
El Dorado County Law Enforcement Management Association
Representing Employees in the
Law Enforcement Sworn Management Bargaining Unit**

Whereas, the El Dorado County Law Enforcement Management Association (Association) represents employees in the Law Enforcement Sworn Management (SM) bargaining unit, and

Whereas, the County of El Dorado (County) and Association (collectively “the Parties”) have executed a Memorandum of Understanding (MOU) governing the terms and conditions of employment between the County and employees in the SM bargaining unit, and

Whereas, the California Public Employees’ Retirement System (CalPERS) recently issued updated information pertaining to the reportability of Holiday pay, and while the Parties’ understand determination of pensionability is made by CalPERS, the Parties mutually wish to clarify the existing practice and understanding relating to the precise conditions and calculation of payment for Holiday in Lieu pay in accordance, and

It is therefore agreed by the Parties that effective the first full pay period following Board of Supervisors adoption of this Letter of Agreement, the Article 6, Sections 3 and 4, of the MOU shall be amended as follows:

Section 3. Compensation for Holidays

Full-time employees shall receive holiday pay for all authorized holidays at their current hourly rate, calculated as base hourly rate plus all percentage of base hourly rate pays (including, but not limited to longevity, education, and POST certificate pay, as applicable to the employee), not to exceed eight (8) hours for any one (1) day, provided they are in paid status for the full day on both their regularly scheduled work days immediately preceding and following the holiday. Part-time employees shall be entitled to receive holiday pay in proportion to their Full-Time Equivalency (FTE). The appointing authority may approve holiday pay when an employee has insufficient sick leave accruals as required to maintain paid status for the full day immediately preceding and following the holiday, provided the employee will use at least twelve (12) hours of sick leave or the maximum numbers of hours required in the coordination of SDI during the pay period that includes the holiday.

Section 4. Holiday in Lieu Pay

A. Employees who are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays may each

calendar year elect Holiday in Lieu Pay, in lieu of having the official County holidays as designated days off. Employees must make their election by December 15 for each calendar year. Once made, an employee may not change their election during the calendar year.

- B. Employees who elect Holiday in Lieu Pay shall receive holiday pay at the rate prescribed in Section 3 for thirteen (13) eight (8)-hour holidays per year prorated equally over twenty-six (26) pay periods, such that an employee who receives Holiday in Lieu Pay shall be compensated equitable to that of an employee who is able to observe a holiday with time off. No other observance shall be recognized by the County.
- C. Employees transferring between 24-hour coverage shifts and non-24-hour coverage shifts shall have their holiday allowance computed and conversion approved by the County Administrative Office and the Auditor-Controller's Office at the time of such transfer. Employees must be in a paid status in the pay period in order to receive this prorated holiday pay.
- D. Employees who choose to receive Holiday in Lieu Pay may be reassigned to other work sites on County holidays and perform other duties as required.

FOR THE COUNTY

Joseph Carruesco
Director Of Human Resources
Or Designee

Date: _____

Board of Supervisors

Chair, Board of Supervisors

Date: _____

FOR THE ASSOCIATION

Kim Gillingham
Labor Representative
Or Designee

Date: _____

ATTEST: Kim Dawson
Clerk of the Board of Supervisor

By: Deputy Clerk

Date: _____