



RESOLUTION NO. 245-2018

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, the El Dorado County Employee's Association, Local No. 1 (Local 1) represents employees in the General (GE), Professional (PL), and Supervisory (SU) bargaining units, and

WHEREAS, the County of El Dorado (County) and Local 1 executed a Memorandum of Understanding (MOU) for the period of July 1, 2017 to June 30, 2020, and

WHEREAS, the July 1, 2017 to June 30, 2020 MOU provides for Local 1 and County to reopen negotiations on the implementation of the County's Wage and Compensation Study and/or reopen on wages effective July 1 of 2018 and 2019, and to negotiate longevity pay within year two (2) and/or year three (3) of the MOU term, and

WHEREAS, representatives of County and Local 1 have met and negotiated in good faith on these matters since May 23, 2018, and

WHEREAS, said representatives have reached, and wish to memorialize, an agreement for employees in the GE, PL, and SU bargaining units, and,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the County of El Dorado approves, adopts and authorizes the Chair to sign the Letter of Agreement that is attached and incorporated herein between the County of El Dorado and El Dorado County Employee's Association, Local No. 1, representing employees in the General, Professional, and Supervisory bargaining units.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 4th day of December, 2018, by the following vote of said Board:

Ayes: Frentzen, Hidahl, Ranalli, Novasel, Veerkamp

Noes: None
Absent : None

Attest:
James S. Mitrisin
Clerk of the Board of Supervisors

By: 
Deputy Clerk


Michael Ranalli, Chair, Board of Supervisors

ORIGINAL

**Letter of Agreement
Between the County of El Dorado
and the
El Dorado County Employees Association, Local No. 1
Representing Employees in the
General (GE), Professional (PL), and Supervisory (SU) Bargaining Units**

Whereas, the El Dorado County Employee's Association, Local No. 1 (Local 1) represents employees in the General (GE), Professional (PL), and Supervisory (SU) bargaining units, and

Whereas, the County of El Dorado (County) and Local 1 executed a Memorandum of Understanding (MOU) for the period of July 1, 2017 to June 30, 2020, and

Whereas, the MOU provides for Local 1 and County to reopen negotiations on the implementation of the County's Wage and Compensation Study and/or reopen on wages effective July 1 of 2018 and 2019, and to negotiate longevity pay within year two (2) and/or year three (3) of the MOU term, and

Whereas, representatives of County and representatives of Local 1 have met and negotiated in good faith and reached an agreement that satisfies both the year two (July 1, 2018) and year three (July 1, 2019) compensation and longevity reopeners for the MOU, and

Now, therefore, County and Local 1 agree to amend the MOU as follows:

Article 3. County Rights

County retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this MOU, except as expressly limited by a specific provision of this MOU. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by County and not abridged herein, include, but are not limited to, the following: to manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct; to determine the type and scope of work to be performed by County employees and the services to be provided; to classify positions, to establish initial salaries of new classifications; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

Nothing in this Article is intended to alter the post-agreement rights of the respective parties as established by law to meet and confer on changes which would effect the wages, hours, and other

terms and conditions of employment, except, however that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

Article 6. Section 1. Wages

YEAR #1: The current wage scale for all represented classes shall remain the same for the first year of the MOU. In addition to their current wage, each regular employee who is a member of this bargaining unit who is employed on the date the Board of Supervisors signs this MOU, shall be paid a one-time amount of \$2,400 lump sum payment, minus applicable payroll deductions, no later than the third full pay period following Board of Supervisors' final approval of this MOU.

In addition, the EDCEA and the County agree to continue negotiations with respect to the application of the Classification and Compensation Study.

YEAR #2: Effective the first full pay period following Board of Supervisors adoption of the side letter that completes the negotiation, the County will increase base wages for benchmark job classifications and classifications tied to those benchmarks to approximately 10.0% (+/- 1%) behind the market median utilized by the County based on the results of the 2018 benchmarks survey update, provided, however, that each classification shall receive at least a 1% base wage increase.

Effective the first full pay period following Board of Supervisors adoption of the side letter that completes the negotiation, the County will provide a \$2,400.00 per person lump sum payment, minus applicable payroll deductions, for those who were limited term employees represented by this Unit when the Board of Supervisors adopted the July 1, 2017 to June 30, 2020 MOU, and who continue to be represented by this Unit, without break in service, at this time, as either a regular or limited term employee, provided the employee has not previously received a one-time lump sum payment as either a limited term or regular employee during the term of this MOU.

YEAR #3: Effective the first full pay period in July, 2019, the County will increase base wages for benchmark job classifications and classifications tied to those benchmarks to approximately 8.0% (+/- 1%) behind the market median utilized by the County based on the results of the 2018 comparable agency survey.

During the term of this Memorandum of Understanding, the County has the non-appealable right to increase compensation for any classification covered by this Agreement. Prior to implementing any wage increase, the County shall notify, and provide the opportunity to discuss, its intention with Local 1.

Article 6. Section 2. Compensation Administration (Subsection D)

D. Salary Status upon Reemployment

A full-time or part-time employee who resigns in good standing and is reappointed in the same or closely related class within the same classification series within two (2) years of resignation shall be eligible, with the approval of the appointing authority, to be reappointed at any step up to and including the salary step received prior to resignation. If the appointing authority wishes to rehire the employee at a step which exceeds the step paid at the time of resignation, approval shall be required consistent with the Personnel Rules. For purposes of vacation accrual and shift selection, such an employee shall receive credit for the amount of prior service in effect at the time of resignation and shall be restored to the place on the vacation accrual table and the shift selection order in effect at the time of resignation.

A full-time or part-time employee who resigns in good standing and is re-employed by the County in a classification in a different class series or a higher class from which the employee resigned shall, for purposes of vacation accrual, receive credit for the amount of prior service in effect at the time of resignation and shall be restored to the place on the vacation accrual table in effect at the time of resignation.

Article 7. Section 5. Tahoe Employment Differential

In recognition of limited choices of health care plans, providers, and associated costs in the Tahoe Basin, eligible employees shall receive a total of ninety-two dollars and thirty cents (\$92.30) biweekly; part-time employees shall receive a bi-weekly total of forty-six dollars and fifteen cents (\$46.15).

Eligible employees are those employees who meet one of the following criteria:

1. The employee resides in the Tahoe Basin;
2. The employee resides outside of the coverage area for the County's HMO medical care plan (historically having an eastern boundary of Placerville) and the employee's primary work location is in the Tahoe Basin.

Employees not meeting one of these criteria shall not be eligible for this differential. For purposes of determining eligibility, an employee's residence shall be as documented by the physical home address on file with the Human Resources Department.

This differential shall only apply when an eligible employee is in paid status for a majority of their assigned hours in a pay period.

Article 7. Section 6. Longevity Pay

Longevity pay for regular employees who were hired into an allocated position prior to the date the Board of Supervisors adopts the July 1, 2017 through June 30, 2020 MOU shall be granted for continuous service served in an allocated position with the County except as otherwise provided under the terms of this MOU, as follows:

After 10 years	5% of base pay*
After 15 years	7.5% of base pay*
After 20 years	10% of base pay*

* Represents total amount of longevity granted; amounts shown are not cumulative.

Longevity pay increases shall be based upon continuous service with the County in an allocated position or service as described above and in Article 6, Section 2.D. of this Agreement. Longevity pay for those employees who are eligible, shall become effective no later than the full biweekly pay period following the completion of the required period of continuous service.

Base pay is as listed in the County’s salary schedule for the employee's classification and step.

Employees represented by the GE, PL, or SU bargaining units who are hired on or after the date the Board of Supervisors adopted the July 1, 2017 through June 30, 2020 MOU will not be eligible for longevity pay. Individuals who have separated from County service and are subsequently re-hired and all future new employees will not be eligible for longevity pay.

Employees who were hired prior to the date the Board of Supervisors adopted the July 1, 2017 – June 30, 2020 MOU, and who are otherwise eligible for longevity pay upon completion of the required period of service, but who have not yet achieved the first longevity tier (5.0% after 10 years of service) will receive that longevity tier once they complete the required period of service. However, these employees will not be eligible for any further longevity pay advancement thereafter.

Employees who were hired prior to the date the Board of Supervisors adopted the July 1, 2017 – June 30, 2020 MOU, and who have achieved at least the first longevity tier, shall be allowed advancement in the tiers upon completion of the required period of service through the first day of the pay period including June 30, 2020. After the first day of the pay period including June 30, 2020, such employees shall be frozen in the tier they are eligible to receive and shall not be eligible for any further longevity pay advancement thereafter.

Article 8. Section 3. Sheriff’s Department Employees - Uniforms and Meals

- A. Employees in the classification of Sheriff’s Security Officer who are required to wear a County prescribed uniform, as assigned by the appointing authority, as a regular part of their duties, which the employee must buy and maintain, shall receive a uniform allowance of twenty-nine dollars and sixteen cents (\$29.16) paid twenty-four (24) pay periods per year (the first two pay days of each month). Employees in the Property – Evidence Technician classification series who are required to wear a County prescribed uniform, as assigned by the appointing authority, as a regular part of their duties, which the employee must buy and maintain, shall receive a uniform allowance of twenty dollars and fifty-eight cents (\$20.58) paid twenty-four (24) pay periods per year (the first two pay days of each month). All other full-time employees assigned to any classification in the bargaining unit within the Sheriff’s Office who are required to wear a County prescribed uniform, as assigned by the appointing authority, as a regular part of their

duties, which the employee must buy and maintain, shall receive a uniform allowance of fourteen dollars and fifteen cents (\$14.15) paid twenty-four (24) pay periods per year (the first two pay days of each month).

Such employees shall be required to buy, maintain, and wear the County-prescribed uniform and comply with the Sheriff's Office policy related to wearing of such uniforms. The Uniform allowance shall be funded by the Sheriff's Office budget. In no way shall the application of this provision be construed to imply any expectation of performance in active law enforcement nor eligibility for benefits associated with law enforcement or correctional activities.

- B. Notwithstanding Section 3.A. above, uniforms or work clothes shall be provided to employees and replaced as necessary as determined by the Sheriff or designee.
- C. The County will provide to employees covered by this Agreement, who work in the Jail, one meal per shift if the employee is required to remain on-site during the meal period. The provided meal shall be the same meal which is prepared for inmates.

Article 8. Section 4. Uniforms and Uniform Allowances

It is understood that the appointing authority retains the right to mandate the wearing of specific clothing when it addresses specific safety needs of the employee, the public and/or the department.

- A. Transportation employees assigned to work a majority of their assigned hours in the Soils Lab who are required to wear a County prescribed uniform, as assigned by the appointing authority, as a regular part of their duties, that the employee must buy and maintain, shall receive a uniform allowance of twelve dollars and forty-nine cents (\$12.49) paid twenty-four (24) pay periods per year (the first two pay days of each month).
- B. Transportation employees whose duty assignment primarily involves field work shall receive, upon request, six (6) uniform shirts. Transportation employees whose duty assignment primarily consists of office work and who perform only occasional field work shall receive, upon request, two (2) uniform shirts. Employees who receive uniform shirts shall be required to wear them in the performance of their field work duties. Uniform shirts shall be replaced as necessary as determined by the appointing authority or designee.

Article 8. Section 5. Boot Allowance

Employees who are required by a department to wear boots shall receive a boot allowance of eight dollars and thirty-three cents (\$8.33) paid in equal installments over 24 pay periods per year (the first two paydays of each month). The Department will make the request for appropriate boot allowance once per year with the prescribed form or system. The boot allowance shall be automatically renewed annually until such time the Department no longer

requires the employee to wear boots, or other specific footwear for safety, and the allowance is discontinued by the Appointment Authority or designee with the prescribed for or system.

Article 9. Section 1. Medical/Dental (Subsection A.1)

- A. A mutual goal of the County and Local 1 is to limit and manage the impacts of health plan costs on both County employees and the County's budget.
 - 1. The County and Local 1 agree to continue, during the term of the MOU, to meet and work on long term options for payment of health care costs. For the term of this MOU, the parties agree to implement a standardized cost sharing for the health insurance premium contribution rates, with the County paying 80% of the consolidated employee benefit rate for full-time employees and the employee paying 20% of the consolidated employee benefit rate.

The consolidated employee benefit rate shall include:

- a. Health rates
- b. Vision rates
- c. Dental rates
- d. EDC Administration Fee, which shall consist of the following:
 - 1. Cost of Salary and benefits of employees assigned to perform benefit administration and associated benefit program management duties not to exceed the total expense of one full-time equivalent (FTE) Human Resources Risk Management Analyst, 1.0 FTE Principal Human Resources Analyst, and .50 FTE Human Resources Risk Management Technician
 - 2. Direct billing from Chief Administrative Office - Fiscal Office for Risk fiscal support
 - 3. Risk and Countywide Overhead Allocation as approved by the Cost Allocation Methodology, a budgeted expense
 - 4. Third Party Administration Fees
 - 5. Broker Fees for the current year
 - 6. Collection Fees incurred by Revenue Recovery in the collection of outstanding employee benefit deductions
 - 7. Direct billing from Information Technology for programming and web development fees for the benefit program

Article 10. Section 1. Holidays (Subsections D-F)

- D. If a full-time or part-time employee is required to work on an official County holiday or observed holiday in lieu, the employee shall be paid premium compensation at time and one-half of their base hourly rate of pay for all hours actually worked on the holiday, in addition to holiday pay as provided in subsections 1.E and 1.F.
- E. Regular full-time employees shall be entitled to take all authorized holidays at their base

pay, including longevity, not to exceed eight (8) hours for any one (1) day, provided they are in a paid status for the full day on both their regularly scheduled work days immediately preceding and following the holiday.

- F. Regular part-time employees shall be entitled to holiday pay as described above in proportion to employee's FTE equivalent, not to be compounded and not to exceed eight (8) hours for any one (1) day. The holiday hours paid but not worked will not be used in the calculation of the percentage of hours worked that determines how many holiday hours will be paid.

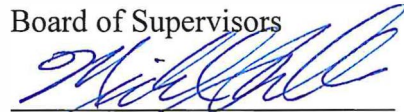
FOR THE COUNTY



Tameka Usher
Human Resources Director
Or Designee

Date: 12/4/18

Board of Supervisors



Chair, Board of Supervisors

Date: 12/4/2018

FOR THE UNION




Jeré Copeland
Executive Director, Local 1
Or Designee

Date: 12/4/18

ATTEST: James Mitrison

Clerk of the Board of Supervisor



By: Deputy Clerk

Date: 12/4/2018