



The County of El Dorado
Human Resources Department
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Board of Supervisors
330 Fair Lane
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Dear Board Members,

Deputy Sheriff's Association representing employees in the Law Enforcement bargaining unit (DSA) and the County of El Dorado (County) have reached an impasse on contract negotiations. The parties began negotiations on or about December 10, 2007 and have actively participated in at least 23 collective bargaining sessions exchanging and discussing proposals and counter proposals. On Tuesday, June 16, 2009 the DSA representative of the Law Enforcement bargaining unit and the County of El Dorado met to go over the Last, Best, and Final Offer in regard to the successor Memorandum of Understanding (MOU). In accordance with Article IV of the Employer Employee Relations Resolution 10-83 (EERR) the County and the Union have met to identify and specify those issues where agreement does not exist.

The result of not obtaining a mutual agreement between the County and the bargaining unit is to move to the next step in the impasse process. The Deputy Sheriffs' Association (DSA) representing employees in the Law Enforcement bargaining unit requested mediation. In accordance with Article IV, Section 18.a, of the Employer Employee Relations Resolution 10-83 (EERR):

"If either party requests to submit the dispute to mediation, the dispute shall be submitted to mediation through the California State Mediation and Conciliation Services. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues."

The DSA and the County have met with a State mediator on four occasions July 16, 2009, August 21 2009, October 12, 2009, and October 29, 2009 in further attempts to resolve the remaining differences between the parties. The result of not obtaining a mutual agreement between the County and the bargaining unit is to move to the next step in the impasse process once the mediation process has been exhausted.

In accordance with Article IV, Section 18.b, of the Employer Employee Relations Resolution 10-83 (EERR):

“Board of Supervisors shall take such action regarding the impasse as it, in its discretion, deems appropriate as in the public interest. Any Legislative action by the Board of Supervisors on the impasse shall be final and binding.”

Recommendation

Staff recommends the Board follow the process under the Employer/Employee Relations Resolution 10-83 (EERR) Article IV, Section 18 (b) to adopt and impose the attached Resolution and the attached Modified Last, Best, and Final Offer (MLBFO) between the County and the Deputy Sheriffs' Association representing employees in the Law Enforcement bargaining unit which contain the significant changes as previously approved in closed sessions. Please see the attached impasse process found in the EERR.

Reason for Recommendation:

The parties have negotiated in good faith over two years in an attempt to reach a mutually agreed upon successor MOU during these tough economic times. The parties recognize the economic hardship facing the County. However we were not able to reach a mutual agreement at this time. The result of not obtaining a mutual agreement between the County and the bargaining unit is to go through the impasse procedures provided under the Employer/Employee Relations Resolution 10-84 (EERR), as amended, Article IV, Section 17 and Section 18. The parties have met four times with a Mediator from State Mediation and Conciliation Service (SMCS) in an attempt to resolve differences and reach mutual agreement for a successor MOU. The parties were not able to reach mutual agreement. The DSA representatives informed the County of its' intent not to submit the County Last, Best and Final Offer to a vote of the Law Enforcement bargaining unit members and to reject the offer. The DSA did not hold an election to reject or to ratify the Last, Best and Final Offer by the County. The impasse process with this bargaining unit was completed on or about October 29, 2009.

The Meyers-Milias-Brown Act, Government Code Section 3500 et. seq., governs impasse proceedings between a county and the union along with the EERR. Government Code section 3505.4 states in part "...a public agency that is not required to proceed to interest arbitration may implement its last, best and final offer, but shall not implement a Memorandum of Understanding." (MOU)

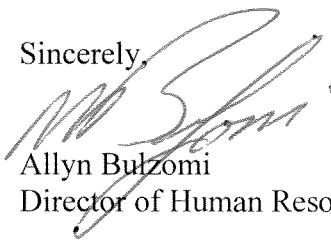
The significant changes to this Deputy Sheriffs' Association (SA) Law Enforcement bargaining unit Modified Last, Best and Final Offer (MLBFO) are identified below:

- Elimination of retiree health insurance for all new hires effective the first full pay period following adoption by the Board of Supervisors found on page 21 of the MLBFO. This elimination of retiree health insurance does not include those individuals who are the subject of a Reduction In Force (RIF) under Article 21 (Status on Restoration on page 37), commonly referred to as layoff.

- The following Letters of Agreement, Letters of Understanding, Side Letters are attached and incorporated into the terms of the MLBFO:
 - 1) June 2000 Letter of Understanding to amend the previous agreement to utilize the “7(k)” exemption provided under the Fair Labor Standards Act; and
 - 2) June 4, 2002 Letter of Agreement to modify Article 10 Insurance Plans, Section B. County Medical/Dental Plan adding sub-section 3 effective June 29, 2002 listing contribution levels for the County and the employees and to modify benefit changes for the County’s self-funded Health Plan administered by Blue Shield and to add a new Section C Future Health Care Options where the parties agreed to change to a fully insured Health Plan contingent upon the Board of Supervisors’ decision to implement a fully-insured Plan upon securing agreement with all the bargaining units to do so and to meet and confer if the County self-funded plan is discontinued; and
 - 3) June 28, 2003 Letter of Agreement changed both Article 6 and Article 10 wherein Article 6 Salary Provisions, Section E. POST Certificate Pay was modified in regard to the effective dates for cost savings to off set the cost increase in health premiums the County absorbed over and above what was negotiated in the MOU for the employee share of the Health Plan contribution levels and Article 10 Insurance Plans was also modified to add a new Section C Future Health Care Options
 - 4) May 2001 Side Letter agreement between the parties to re-establish the rotational investigator assignments in Placerville to be considered as temporary one year assignments receiving the 5% Detective Pay differential and at the conclusion of the one year assignment the deputies re-assignment back to patrol and resultant loss of detective pay shall not be considered “punitive”, is automatic, and is not subject to any administrative review or appeal; and
 - 5) January 22, 2004 Side Letter agreement between the parties to modify Article 6 Salary Provisions, Section O. Detective Assignment Pay wherein the parties agreed the Detective Unit is limited to only those employees in the classifications of Deputy Sheriff II and Sheriff’s Sergeant who are assigned on a full time basis; and
 - 6) July 12, 2005 Letter of Agreement between the parties to modify Article 6, Section O. Detective Assignment Pay to add the Civil Coroner Investigator Unit; and
 - 7) December 28, 2001 Letter of Understanding between the parties to add a new Section to Article 6 Salary Provisions titled Section S. Lake Tahoe West Shore Resident Deputy Housing Incentive Pay wherein those employees in the classification of Deputy Sheriff who are permanently assigned as a resident deputy to the Lake Tahoe West Shore area shall receive two-hundred seventy-six dollars and ninety-three cents (\$276.93) biweekly with the understanding there is an agreement by the employee to reside in the West Shore community for a minimum of three (3) years and such assignment is at the sole discretion of the Sheriff such that when the assignment is terminated the loss of pay shall not be considered a “punitive action” under the Public Officers Procedural Bill of Rights Act (Government Code Section 3300 et. seq.); and
 - 8) October 24, 2005 Letter of Understanding in regard to Sheriff’s Jail Transportation Unit; and
 - 9) June 2008 Letter of Agreement effective June 21, 2008 to allow a one time exception to the previously negotiated normal and customary deductions for the employee and employee share of health insurance premium contributions; and

- The 1994 General Order is attached and is incorporated into the terms of the MLBFO due to the long standing practice: Article 6 Salary Provisions, Section M Police Service Dog Handlers wherein the General Order provides three (3) hours of overtime pay per week for the care and maintenance of the service dog such as feeding, bathing, exercising and otherwise caring for the physical well-being of the dog.
- Article 7 Days and Hours of Work, Premiums & Bonuses, Section D Overtime, sub-section 2 Definition (page 14 of the MLBFO) wherein this bargaining unit will now only be paid overtime for “Time Worked” over 40 hours in a work week, commonly referred to as the federal law for overtime known as the Fair Labor Standards Act or F.L.S.A.
- Article 10 titled Insurance Plans, specifically County Medical/Dental Plan. The contribution levels for medical health care for current active employees for the 2009/2010 medical health plan year have already been implemented under the published rates. There are three (3) contribution levels for the health plan on page 18.
- Article 35 titled Economic Hardship wherein the County may reopen negotiations with this bargaining under certain conditions (page 47).

Sincerely,



Allyn Bulzomi
Director of Human Resources

Cc: Gayle Erbe-Hamlin, CAO
Lou Green, County Counsel
Deborah Kal, Sr. Personnel Analyst

Attachments:

- Attachment 1: Employer/Employee Relations Resolution 10-83
Article IV, Sections 17 & 18 (full EERR available for viewing outside of BOS
Chambers on day of adoption)
- Attachment 2: Board Resolution to Adopt and Impose the Attached MLBFO
- Attachment 3: Modified Last, Best and Final Offer (MLBFO) with Attachments of Various
Letters of Agreement, Letters of Understanding, Side Letters and 1994 General
Order