



**The County of El Dorado**  
**Human Resources Department**  
**Risk Management**  
**M. Allyn Bulzomi, Director**

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December 15, 2009

Board of Supervisors  
County of El Dorado

RE: DSA Modified Last Best and Final Offer

Dear Board Members:

After meeting with the Payroll Department I am recommending the following change to the DSA Modified Last Best and Final Offer. The language previously stated that the entire agreement, other than the Definition of Overtime would be implemented in the "first full pay period following final approval and adoption by the Board of Supervisors." I am recommending the language be amended to state the first full pay period in January 2010.

This change will allow sufficient time for the departments to make the required changes to the payroll system. The change will have to stated in the motion to impose the MLBF offer.

Respectfully Submitted,

  
M. Allyn Bulzomi  
Director of Human Resources

c. Gayle Erbe-Hamlin – CAO

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BOARD OF SUPERVISORS  
EL DORADO COUNTY

## **ARTICLE 1. Terms and Conditions**

El Dorado County Deputy Sheriff's Association (hereinafter referred to as "Association") and representatives of the County of El Dorado (hereinafter referred to as "County") have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the Law Enforcement (SA) bargaining unit, have exchanged freely information, opinions and proposals and have failed to reach mutual agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

Representatives of the County of El Dorado and the Deputy Sheriff's Association Labor Representatives representing employees in the Law Enforcement bargaining unit have met and conferred in good faith since on or about December 18, 2007. Representatives have failed to reach a tentative agreement on a variety of economic, cost saving and cost neutral issues for the period commencing January 1, 2008.

Representatives have failed to reach tentative agreement during four sessions with a Mediator from State Mediation and Conciliation Service on a variety of economic and cost saving issues and the impasse procedure identified under the Employer/Employee Relations Resolution 10-83, Article IV, Section 17 and Section 18 have been implemented and followed since on or about July 2009. Representatives are at the end of the impasse process and are now bringing this Modified Last, Best, and Final Offer (MLBFO) before the Board for final adoption as provided under Article IV, Section 18 b where "the 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 shall be final and binding."

This Modified Last, Best and Final Offer is now presented to the Board of Supervisors, in compliance with the Employer/Employee Relations Resolution 10-83, as amended, for final resolution to implement the wages, hours and other terms and conditions of employment for the period commencing the first full pay period following final approval and adoption by the Board of Supervisors in January 2010. Nothing contained herein shall be applied on a retroactive basis unless specifically stated. Article 7 Section D2 shall be implemented as soon as feasible as determined by the County of El Dorado.

The Compensation Administration Resolution No 227-84 and Personnel Management Resolution No 228-84 shall remain in force and effect other than where superseded by specific provisions of this Modified Last, Best, and Final Offer.

The parties acknowledge that this Modified Last, Best, and Final Offer together with all referenced documents incorporated herein, including the attached side letters and general order as listed in Attachment A, set forth the complete, exclusive and integrated understanding of the parties which supersedes all proposals or prior agreements, oral or written, side letters and all other prior communications between the parties relating to the provisions of this Modified Last, Best, and Final Offer and shall become in full force and County Modified Last, Best, & Final Offer DSA December 15, 2009