

**EL DORADO COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM TRANSMITTAL  
Meeting of December 12, 2006**

**AGENDA TITLE:** Adoption of Amendment to the Memorandum of Understanding between the County of El Dorado and the El Dorado Employee's Association, Local #1.

|  |                      |                                   |
|--|----------------------|-----------------------------------|
| <b>DEPARTMENT:</b> Human Resources         | <b>DEPT SIGNOFF:</b> | <b>CAO USE ONLY:</b><br><br>D-128 |
| <b>CONTACT:</b> Laura Gill                 |                      |                                   |
| <b>DATE:</b> 11/21/2006 <b>PHONE:</b> 5530 |                      |                                   |

**DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:**  
Staff recommends the Board of Supervisors adopt the Amendment to the Memorandum of Understanding between the County of El Dorado and the El Dorado County Employees Association, Local #1.

**CAO RECOMMENDATIONS:**

RECEIVED  
 BOARD OF SUPERVISORS  
 2006 DEC -6 PM 4:53

|  |  |
|--|--|
| Financial impact? ( ) Yes (X) No       | Funding Source: ( ) Gen Fund (X) Other |
| <b>BUDGET SUMMARY:</b>                 | Other: _____                           |
| Total Est. Cost _____                  | <b>CAO Office Use Only:</b>            |
| <b>Funding</b>                         | 4/5's Vote Required ( ) Yes ( ) No     |
| Budgeted _____                         | Change in Policy ( ) Yes ( ) No        |
| New Funding _____                      | New Personnel ( ) Yes ( ) No           |
| Savings _____                          | <b>CONCURRENCES:</b>                   |
| Other _____                            | Risk Management _____                  |
| Total Funding _____                    | County Counsel _____                   |
| <b>Change in Net County Cost</b> _____ | Other _____                            |

**\*Explain**

**BOARD ACTIONS:** DEC 12 2006

|  |   |
|--|---|
| <b>Vote:</b> Unanimous _____ Or _____<br><b>Ayes:</b> _____<br><b>Noes:</b> _____<br><b>Abstentions:</b> _____<br><b>Absent:</b> _____<br>Rev. 04/05 | <b>I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors</b><br><b>Date:</b> _____<br><b>Attest: Cindy Keck, Board of Supervisors Clerk</b><br><b>By:</b> _____ |
|--|---|



# COUNTY OF EL DORADO

HUMAN RESOURCES DEPARTMENT

2006 DEC -8 PM 4:45

To: Board of Supervisors

From: Mary Kimbell-Smith, Acting Labor Relations Manager *Laura Gill for*

CC: Laura Gill, Chief Administrative Officer

Date: December 8, 2006

Re: El Dorado County Employee's Association, Local #1 MOU Revisions

BOARD OF SUPERVISORS  
EL DORADO COUNTY

Although the Memorandum of Understanding (MOU) between the County of El Dorado and the El Dorado County Employee's Association, Local #1 does not expire until December 31, 2007, a number of revisions have been in process. The negotiations have been completed and a revised Memorandum of Understanding is presented for your approval.

A number of minor language changes have been made to clarify intent and outdated language has been removed. In addition, the following sections have been revised as outlined:

Article 6, Section 2 now allows existing employees who are promoted to be eligible for advance step placement under the same provisions as newly hired employees.

Article 7, Sections 15 through 18 incorporates previously approved Letters of Understanding on: Psychiatrist On-Call Pay, Hazardous Materials Assignment Differential, Post Certificate Pay, and CPA and CPA-G Certification Pay.

Article 7, Section 19 reinstates the Seasonal Employee Program for the classifications of Senior Engineering Technician and Engineering Technician/Engineering Aide. This program has been in place for several years but had lapsed with the expiration of the side letter in early 2005. The reinstated program allows for employees in the affected classifications to work during the construction season and maintain their employment status during the off season.

Article 9, Section 6 has been revised to include previously approved Letters of Understanding on leave time associated with employee illness and injury. Please note that County Counsel has concerns concerning this revision, as the included provision may be applied countywide. Human Resources staff and County Counsel will meet on Monday, December 11 to resolve this concern and update the Board during the closed session discussion.

Article 10, Section 1 has been revised to change the method of granting the two floating holidays in an employee's first year of employment. In an employee's first year of

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employment, employees hired after pay period 01 but before pay period 13 shall be entitled to eight hours floating holiday time which will be credited in pay period 13. In all subsequent years, both floating holidays will be credited with 16 hours in pay period 01.

Article 10, Section 6 now permits a contract with the State of California to outstation a County employee for a time period exceeding one year with mutual agreement between the County and the Union.

Article 14 now permits the extension of the timeline for filing a formal grievance if the parties agree to participate in an Early Intervention Process as an alternative to a formal grievance.

A revised Appendix A has been attached showing only the increased salaries (at Step 1) for the remainder of the contract.

A list of changes showing changes to the MOU by section is attached to this memo.

**Fiscal Impact:**

There is no County wide fiscal impact to the revisions and no change to net County cost. While there are two provisions that may result in a minor fiscal impact, the fiscal impact is solely dependent on department actions throughout the year and is in department control.

Actions to be Taken Following Approval:

1. The Chair of the Board signs the Memorandum of Understanding
2. The Board directs Human Resources and Payroll implement the changes.



Contract #: \_\_\_\_\_

# CONTRACT ROUTING SHEET

Date Prepared: November 7, 2006

Need Date: November 20, 2006

**PROCESSING DEPARTMENT:**

Department: Human Resources

Dept. Contact: Mary Kimbell-Smith

Phone #: 5622

Department Authorization: *Kimbell-Smith*

*for Laura Gill*

**EMPLOYEE ORGANIZATION:**

Name: EDCEA, Local 1

Address: \_\_\_\_\_

Phone: 626-2565

**CONTRACTING DEPARTMENT:** Contract Amendment – clean up language revisions noted in annotations

Service Requested: \_\_\_\_\_

Contract Term: March 5, 2005 – Dec 31, 2007 Contract/Amendment Value: \_\_\_\_\_

Compliance with Human Resources requirements? Yes: X No: \_\_\_\_\_

Compliance verified by: M. Kimbell-Smith

**COUNTY COUNSEL:** (Must approve all contracts and MOU's)

Approved: ✓ Disapproved: \_\_\_\_\_ Date: 12/5/06 By: *Justin Ken*

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

This is a revision to an existing contract to make minor changes and clean up language. This is part of the on-going follow up to negotiations. There are two copies attached. The first shows in annotated form the changes that had been approved by the Board. The second shows changes that got missed from the initial draft. Many of these changes were approved as early as 2004 but did not make it into the earlier version of the MOU that was distributed in early 2005.

See comments on attached attorney-client memo

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

**RISK MANAGEMENT:** (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ✓ Disapproved: \_\_\_\_\_ Date: 12/6/06 By: *Flora Bell*

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

DEC 06 2006

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NOV - 7 PM 6:30  
REC'D

**OTHER APPROVAL:** (Specify department(s) participating or directly affected by this contract)

Departments: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

## Major Changes to MOU Between County and Local 1

### **Change in Article 1, Section 5, "Conditions"**

#### **Section 5. Conditions**

~~By mutual agreement the parties may address non-economic issues requiring a change in language and/or practice as specified below:~~

##### ~~A. Ongoing Issues~~

~~The County and the Union have identified issues held over from 2003 and 2004 negotiations sessions between the parties, for "negotiations for a successor agreement".~~

##### ~~B. New Issues~~

~~In addition to the ongoing issues, both parties acknowledge that other issues are being identified which will be brought forward for negotiations between the parties. To ensure expediency the County and the Union agree to bring forward any new proposals on or before April 15, 2005. Absent mutual agreement of the parties, no new proposals may be submitted following that date.~~

##### ~~C. Resolution of Issues~~

~~The County and the Union acknowledge the need to meet and confer on the ongoing and new issues; to work cooperatively to identify previously existing side-letters, and meet and confer on the continued application of the terms of said side-letters. In order to accomplish these tasks, the County and the Union agree to schedule regular and frequent negotiations sessions to meet and confer on these issues. Should the parties fail to reach resolution on these issues by December 15, 2005, either party may initiate the impasse procedures as provided for in the County's Employer-Employee Relations Resolution No. 10-83, Article IV.~~

####

**Change in Article 6, Section 2, “Salary Resolution”**

A. Entrance Salary

1. New Hires: Except as provided by the Advanced Step Placement Policy, the entrance salary for a new employee will be the first step of the range, for the class to which he/she is appointed.
2. Promotions: Employees who are promoted are eligible for advanced step placement under the same provision as newly hired employees.

####

## Changes to Article 7, “Days and Hours of Work”

### **Section 11. ~~Real Time Reporting Premium~~**

~~Employees in the classification of Court Reporter who are assigned and provide “Real Time” reporting satisfactory to the Courts shall be paid a premium of 5% above the salary designated for their step in the Court Reporter classification.~~

Sections after the former Section 11 are renumbered.

New sections added after new section 14:

### **Section 15. Psychiatrist On-Call Pay**

#### **A. FLSA Status**

1. The parties agree that Psychiatrists are exempt employees under the Fair Labor Standards Act (FLSA) but subject to the provisions of this MOU. An employee in the class of Psychiatrist who is assigned to be in an “on-call” (i.e., medical backup) status to provide emergency psychiatric services shall receive two (2) hours of pay at the Psychiatric Clinician Extra Help rate for each on-call shift so assigned. An “on-call”, (i.e., medical backup) shift shall include all hours within a 24 hour period in which the Psychiatrist is assigned to be medical backup.
2. On weekends and/or holidays, an employee assigned to a 24 hour on-call shift and who returns to the Psychiatric Health Facility to make “rounds” shall, in addition to the above, receive and additional two (2) hours of pay at the Psychiatric Clinician Extra Help rate.
3. This provision codifies the historical pay practice of the Mental Health Department and reflects the full and complete understanding of the parties regarding pay entitlement for Psychiatrists assigned to such on-call duty.

B. In addition to the provisions of A.1. and 2. above, an employee assigned to a 24 hour on-call shift (i.e., medical backup) and returns to the Psychiatric Health Facility on a weekend and/or holiday to make “rounds” shall, in addition to the on-call pay specified in A.2. above, receive pay at the Psychiatric Clinician Extra Help rate for any additional hours actually worked over two hours in which the employee is continuously engaged in work for which the employee is called back.

C. A Psychiatrist who is called back to work, other than on weekends or holidays, shall receive callback pay in accordance with the provisions of Article 7, Section 4 A, B, D, and F of the MOU.



## Major Changes to MOU Between County and Local 1

### **Section 16. Hazardous Materials Assignment Differential**

Effective the beginning of the first full pay period following adoption by the Board of Supervisors, employees in the Senior Environmental Health Specialist classification in the Environmental Management Department who are assigned by the Director of Environmental Management the responsibility to perform the full scope of hazardous materials duties under the Certified Unified Program Agency (CUPA) shall receive a 9.5% pay differential over the employee's base hourly rate (for all pay status hours during the term of such assignment). When such an assignment is terminated at the discretion of the Department Head and the employee in the classification of Senior Environment Health Specialist is no longer performing hazardous materials duties, the employee will no longer be entitled to the 9.5% differential. Such loss of this differential pay shall not be considered a performance issue and as such is not subject to appeal or to the grievance procedure.

### **Section 17. POST Certificate Pay**

Employees in the class of Senior Investigator (Public Defender) shall, in-lieu of longevity pay, receive 3.5% of base salary for possession of an Intermediate POST Certificate, and 5.0% of base salary for possession of an Advanced Certificate, for a total of 8.5%.

### **Section 18. CPA and CPA-G Certification**

An employee in the classes of Accountant, Senior Accountant, Accountant Auditor, Supervising Accountant Auditor, Cost Accountant, or directly related classes who are charged with performing professional accounting responsibilities and who are California Certified Public Accountants holding a current California CPA certificate shall receive a differential of 10% of base salary for possessing such certification.

An employee in the classes of Accountant, Senior Accountant, Accountant Auditor, Supervising Accountant Auditor, Cost Accountant, or directly related classes who are charged with performing professional accounting responsibilities and who are California Certified Public Accountants holding a current California CPA-G certificate shall receive a differential of 5% of base salary for possessing such certification.

## Major Changes to MOU Between County and Local 1

### Section 19. Seasonal Employee Program

#### A. Applicability

1. Positions in the classification of Senior Engineering Technician and Engineering Technician/Engineering Aide may be filled on a permanent, seasonal basis at the sole discretion of the appointing authority. Nothing in this section is intended to create new positions or classifications for the permanent, seasonal employee program.
2. For the purposes of recruitment, eligibility lists for permanent, seasonal positions may be established separately from those lists established for permanent, year-round positions at the sole discretion of the appointing authority.
3. Seasonal Engineering Technicians may request to be reassigned to a vacant, non-seasonal, year-round, Engineering Technician positions without participating in another formal recruitment process.

#### B. Work Schedules and Overtime

1. Employees appointed to seasonal positions of Senior Engineering Technician and Engineering Technician /Engineering Aide shall be assigned seasonal full-time work schedules as determined by the appointing authority or designee.
2. Employees who work approved and authorized overtime shall be compensated for overtime in accordance with the provisions of Article 7, Section 2.

#### C. Benefits

1. Employees participating in the seasonal program shall be subject to the same County policies as full-time regular (year-round) employees with the exceptions described below in regard to Medical/Dental benefits. Employees shall accrue benefits provided to full-time regular (year-round) employees pursuant to Article 9, Section 1, with the exception of the following:
  - a. Provisions governing employee participation and contributions to the County medical/dental plan during the construction season are as defined in Article 9, Section 1.
  - b. During the period of no work, the County shall, for seasonal employees covered under this Agreement and who participate in the County's medical plan, make the following contributions:

## Major Changes to MOU Between County and Local 1

- i. The County shall contribute 100% of the County contribution for a full-time seasonal employee when the employee has more than 1,664 hours in pay status (excluding overtime) during the current construction season.
- ii. The County shall contribute 75% of the County contribution for a full-time seasonal employee when the employee has achieved between 1,040 and 1,663 hours in pay status (excluding overtime) during the current construction season.
- iii. The County shall contribute 50% of the County contribution for a full-time seasonal employee when the employee has achieved between 840 and 1,039 hours in pay status (excluding overtime) during the current construction season.

### D. Probationary Period

1. Newly hired employees in the classes of Senior Engineering Technician and/or Engineering Technician/Engineering Aide will serve an initial probationary period in accordance with Article 11, Section 1. Upon achieving civil service status, said employees will not be required to serve a probationary period in subsequent seasonal cycles.
2. Permanent, full-time (year-round) employees who have already achieved civil service status in the classes of Senior Engineering Technician and/or Engineering Technician/Engineering Aide, who apply for and are successful in securing employment in a seasonal position shall not be required to serve a new probationary period or a probationary period in subsequent seasonal cycles.
3. Seasonal employees who achieve civil service status in the Senior Engineering Technician or Engineering Technician/Engineering Aide classes shall have time in pay status in the seasonal position counted toward service accrued in the respective Senior Engineering Technician or Engineering Technician/Engineering Aide classes.

####

## Major Changes to MOU Between County and Local 1

### Changes to Article 9, "Employee Benefits and Retirement"

#### **Section 6. Salary Continuation, Workers Compensation; Welfare Fraud Investigators**

~~When an employee in the classes of Welfare Fraud Investigator I, II, III or Supervising Welfare Fraud Investigator is absent from duty because of disability caused by illness or injury arising out of, and in the course of, employment with the County which has been declared to be compensable under Workers Compensation Law, such employee shall be eligible to receive salary continuation which, when added to temporary disability payment, equals 78% of the employee's gross salary. This salary continuation shall last for the period of disability, but not to exceed a maximum total of one year from the date of disability.~~

~~"Gross salary" includes differentials associated with scheduled hours such as Longevity Pay, Tahoe Differential, Bilingual Pay, and shall exclude payments associated with temporary actual work during a pay period such as shift differential and overtime pay.~~

#### Injury or Illness Leave Time

The County and the Union agree to the following principles in regard to "leave time" associated with employee injury and illness:

- A. When an employee is off work due to an illness or injury (Worker's Compensation), the County will work with the Union to offer a plan that allows for crediting of service time to the extent possible under the law and PERS rules. The parties understand that employees' use of their accrued time, i.e., sick leave, vacation, etc., counts as service credits for PERS purposes.
- B. Family Medical Leave Act (FMLA) and California Family Medical Rights Act (CFRA) leave shall begin to count towards an employee's twelve (12) month entitlement from the first day of the FMLA/CFRA qualifying event, with notice to the employee. All terms and conditions of the FMLA/CFRA shall apply.
- C. Employees off work due to a medical leave of absence shall be required to use accumulated sick leave, which may include being integrated with SDI, LTD, Worker's Compensation, etc., if necessary, before going on any other County paid or unpaid leaves. Employees may elect to "bank" up to eighty (80) hours of their sick leave for use upon their return to work. Employees will be allowed to use accumulated vacation, compensatory time off, etc., during a medical leave.

## Major Changes to MOU Between County and Local 1

- D. For employees who are off work and eligible for FMLA, the County will continue its portion of health insurance contribution on the employee's behalf (employee will be responsible for their portion), up to the time of the employee's separation from County service, not to exceed an aggregate of twenty-six (26) pay periods from the first day of the employee's absence due to the injury/illness. The "16 hour" requirement for health insurance is no longer in effect.
- E. The County will conduct periodic assessments of the status of an employee on medical leave. Assessments will be conducted at thirty (30) days of leave (or 90 days of limited duty) and at least every ninety (90) days thereafter. The employee will be provided with the opportunity to provide input into the assessment.
- F. At any point the medical condition of an employee appears to be permanent, long term, of uncertain duration or likely to preclude the employee's ability to return to work, the County will move to separate the employee and, if appropriate, make application to PERS for a disability retirement on behalf of the employee who is PERS eligible. If an employee is not eligible for PERS, then the County will move to refer the employee to long-term disability (LTD). Notwithstanding Article 10, Section 3.F., Payment for Unused Sick Leave, employees medically separated under disability retirement shall be paid all of their unused accrued sick leave. If an employee is denied disability under PERS or LTD, the employee will return to work.
- G. Employees who return to work and are receiving Worker's Compensation benefits, and have follow-up doctor's appointments related to their worker's Compensation injury/illness, may use County paid time for these doctor's visits. Eligibility for use of County paid time for these doctor's visits is limited to up to forty-eight (48) hours per injury
- H. The County and Local 1 agree to explore a "Medical Intervention" concept related to medical leaves of absence. The County and Local 1 also agree to encourage employees on medical leaves to return to work as soon as possible, in a "light duty" capacity if possible.

####

## Changes to Article 10, "Paid Leaves"

### Section 1. Holidays

A. The following days shall be the official County holidays:

1. January 1 - New Year's Day
2. January (Third Monday) - Martin Luther King Jr.'s Birthday
- # 3. February 12 - Lincoln's Birthday
4. February (Third Monday) - Washington's Birthday
5. May (Last Monday) - Memorial Day
6. July 4 - Independence Day
7. September (First Monday) - Labor Day
- # 8. October (Second Monday) - Columbus Day
9. November 11 - Veteran's Day
10. November - Thanksgiving Day
11. November - Friday after Thanksgiving
12. December 24 - Christmas Eve \*  
(When December 25 falls on a Thursday, December 26, the day after Christmas, shall be observed as a County holiday in lieu of Christmas Eve.)
13. December 25 - Christmas Day

In addition to which every day appointed by the President or Governor, upon concurrence by the County Board of Supervisors, for a public fast, Thanksgiving, or holiday shall also be considered as a holiday for purposes herein.

# Floating Holidays - In Lieu of Lincoln's Birthday and Columbus Day

Regular employees shall be entitled to up to sixteen (16) hours of floating holiday time. This time will be credited in pay period 01 of each year.

Newly hired regular employees (hired after pay period 01 but before pay period 13) shall be entitled to eight (8) hours of floating holiday time in their first year of employment. This time will be credited in pay period 13 of the new employee's first year.

Floating holidays shall be taken at a time agreeable to both the employee and the appointing authority. Part time employees shall receive this holiday time on a prorated basis.

Lincoln's Birthday and Columbus Day will not be considered holidays for payroll purposes. Floating holiday time must be used by the last day in pay period 26 and is not subject to the payoff provisions. Any unused floating holiday time will be lost.

## Major Changes to MOU Between County and Local 1

### **Section 6. Contracts with State for Employee Services**

~~Effective July 1, 1999, a~~ A department may, when it determines it is in the best interests of the County, enter into a contract with the State to outstation a department employee for a temporary period to perform services and tasks to the State pursuant to contract. Such temporary reassignment shall be with the concurrence of the employee and in no case exceed one year, except by mutual consent between the County and the Union.

The State shall, pursuant to contract, reimburse the County for all salary and benefits received by the employee, as prescribed by the Memorandum of Understanding, during the temporary period of reassignment.

####

## Changes to Article 14, “Grievance Procedures”

### C. Early Intervention Process (~~effective January 1, 2000~~)

If a matter remains unresolved, at the written request of the employee or a department, an early intervention team may be requested to attempt to facilitate resolution of the matter. The early intervention team (EIT) shall be composed of a representative of the union and a representative of management and/or Human Resources. The EIT shall meet with the employee and designated representative of the department having authority to resolve the dispute (subject to final approval of the department head and/or County). ~~An EIT will be acceptable to all parties.~~ If the parties agree to participate in the EIT process, the parties agree to extend the timelines for filing a formal grievance by up to an additional twenty-five (25) working days.

If the matter remains unresolved, an employee may utilize the formal grievance procedure or other appropriate process defined by County policy and/or provisions of the Memorandum of Understanding. Designated union representatives will be provided release time to participate in this process.

####