

**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 ~~M~~emorandum of ~~U~~nderstanding between the El Dorado County (County) and the El Dorado County Employee's Association, Local No. 1 (Local 1) representing employees in the General (GE), Professional (PL), and Supervisory (SU) bargaining units Local_1 ~~has previously established~~executed ~~a Memorandum of Understanding~~MOU for the period of July 1, 2013 to June 30, 2016 with the El Dorado County Employees' Association, Local 1, and

Whereas, the language in Article 7, Section 3, 4, 10 and 13 of the ~~agreement~~ MOU provide for on-call duty compensation and call-back compensation, and

Whereas, the County and the El Dorado County Employees' Association, Local 1 wish to consolidate Sections and provide clarifying guidelines ~~for on how to administering and compensate for~~ on-call ~~duty~~ and call-back compensation, and

Whereas, the County and the El Dorado County Employees' Association, Local 1 wish to consolidate some Sections, which results in remaining Sections being renumbered, and

This Letter of Agreement (LOA) is to memorialize the agreement reached between the County of El Dorado (County) and the El Dorado County Employee's Association, Local No. I (Local I) representing employees in the General (GE), Professional (PL), and Supervisory (SU) bargaining units, through their duly authorized representatives.

The parties agree to amend the ~~M~~emorandum of Understanding~~OU~~ as follows:

Article 1. Section 2. Cancellation of Other Agreements

This MOU cancels all previous MOUs and side letters with the exception of the June 21, 2011 Letter of Agreement. The El Dorado County Personnel Rules shall remain in force and effect other than where superseded by specific provision of the existing MOU.

Article 7. Days and Hours of Work, Premiums and Bonuses

Section 3. On-Call Duty Compensation

A. When warranted and in the interests of the County's operations, Department Heads or their designees may assign employees, in writing to an "on-call" duty ~~shift for an "on-call period". Each on-call period shall consist of a single, seven (7) day FLSA work period.~~

B. "On-call Duty" is an assigned duty outside the normal work week assignment during which an employee must remain where the employee can be contacted by telephone and be ready for immediate call-back to the employee's department to perform an essential service.

~~C. An employee assigned on-call duty shall be compensated at the rate of \$1.60 per hour.~~C. During the term of this MOU,

1. Employees of the Health and Human Services Agency shall be compensated at an hourly rate of 20% of the employee's base hourly rate for each hour the employee is assigned to on-call duty.

2. Employees working for all other agencies and departments assigned to on-call duty shall be compensated at the rate of \$1.60 per hour.

~~D. Employees of the Health and Human Services Agency shall be compensated a minimum of two (2) hours at their base hourly rate for each on-call shift or for the actual hours worked, whichever is greater.~~

~~After the two (2) hours minimum compensation, the employee shall be compensated at the rate of \$1.60 per hour for the on-call duty shift.~~

ED. If the County and the employee agree, an employee on an approved vacation may be placed on the on-call duty list if the employee is willing and able to return to work if called during the vacation.

Section 4. Call-Back Compensation

A. "Call-back" time is overtime and shall be paid in accordance with overtime pay provisions.

BA. When an employee returns to work because of a department request made after the employee has completed ~~his/hers~~ normal work shift and left the work station, the employee shall be ~~credited with~~ compensated a minimum of two (2) hours in accordance with FLSA overtime requirements plus any hours of work in excess of two (2) hours in which the employee is continuously engaged in work for which he/she was called back.

C. The two (2) hour minimum shall apply only when an employee is required to physically return to work (e.g. leave home or another off duty location) in order to perform required duties.

An employee who is required to perform work after regular work hours, but who is not required to leave home, shall be compensated with one (1) hour minimum or actual time worked, whichever is greater, as per the overtime provisions. The parties agree the one (1) hour minimum is not meant to be provided on a per phone call basis and the duplication and/or pyramiding of pay will be prohibited in this instance.

BD. An employee who is called back shall be entitled to the aforementioned two-~~hour~~ (2) hour minimum only once during a single on-call period or twice during a weekend on-call period.

CE. There shall be no duplication or pyramiding of rates paid under this section. No employee shall be compensated for on-call duty and call-back duty simultaneously. Hours worked on call-back duty shall be deducted from the prescribed on-call duty to determine the appropriate on-call pay.

~~D. "Call back" time is overtime and shall be paid in accordance with overtime pay provisions.~~

~~E. The two hour minimum shall apply only when an employee is required to physically return to work (e.g. leave home or another off duty location) in order to perform required duties. An employee who performs work after regular work hours, but who is not required to leave home, shall be compensated with a (1) hour minimum or actual time spent at time and one half pay or compensatory time as per the overtime provisions. The parties agree the one (1) hour minimum is not meant to be provided on a per phone call basis and the duplication and/or pyramiding of pay will be prohibited in~~

~~this instance.~~

- F. Call-back provisions, including the two-~~hour~~ (2) hour minimum, shall not apply if an employee is called to work within one (1) hour of their normal starting time. If an employee is called to work within the one (1) hour prior to the employee's normal starting time, the employee shall be compensated under normal overtime provisions.

Section 5 Tahoe Employment Differential

In recognition of limited choices of health care plans and providers and associated costs, employees whose primary work location is in the Tahoe Basin, in addition to their regular biweekly salary, shall receive a total of ninety-two dollars and thirty cents (\$92.30) biweekly. Employees working twenty (20) hours or less in a week shall receive half of this amount.

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

Section 6 Longevity Pay

Longevity pay shall be granted for continuous service with the County as follows:

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

* 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 in Article 6. Section 2.D. of this Agreement and shall be effective on the first day of the biweekly pay period following completion of the required period of service.

Base salary is defined as the hourly rate as listed in the County's salary schedule for the employee's classification and step.

Section 7 Acting Pay Assignments

When an employee is assigned to work in a higher classification for which the compensation is greater than the classification to which the employee is regularly assigned, and the employee works in such assignment for more than ~~15~~ fifteen (15)

work days, the employee shall receive compensation for such work retroactive to the first day of the assignment at the rate of pay established for the higher classification pursuant to the County's Personnel Rules, under the following conditions:

- A. The employee is assigned to a program, service or activity established by the Board of Supervisors which is reflected in an authorized position which has been classified and assigned to the Salary Schedule and listed in the County's Authorized Personnel Resolution and such authorized position has become vacant due to the temporary or permanent absence of the position's incumbent. A copy of the Department Head's written approval of this assignment must be submitted to the Director of Human Resources within five (5) working days after start of the assignment.

The nature of the departmental assignment is such that the employee in the lower classification becomes fully responsible for the duties of the position of the higher classification.

- B. Notwithstanding Section 7.A. above, in an exceptional circumstance when a vacancy does not exist but an employee has been assigned to perform duties which exceed the scope of that employee's classification, and when determined and justified at the discretion of the Chief Administrative Officer, the employee will be entitled to pay for a higher classification in accordance with the other provisions of this Section.
- C. Employees selected for the assignment will meet the minimum qualifications for the higher classification. If the employee does not, the Department Head, prior to assigning the employee to the acting position, must provide justification for such selection to Human Resources for approval.
- D. Pay for work in a higher classification shall not be utilized as a substitute for regular promotional procedures provided in this agreement.
- E. Higher pay assignments shall not exceed six (6) months except through reauthorization.
- F. If approval is granted for pay for work in a higher classification and the assignment is terminated and later reapproved for the same employee within thirty (30) days, no additional waiting period will be required.

- G. Allowable overtime pay will be paid based upon the rate of pay for the higher class.
- H. Employees who are members of Local 1 and are given an acting pay assignment in a classification in another bargaining unit will continue to have all pay and benefits determined by this Agreement.

Section 8 Shift Differential

- A. Any regular employee who is assigned to work and actually works a regular shift that is designated as a Swing Shift, shall receive an additional fifty cents (\$.50) per hour over their regular rate of pay for all hours actually worked and overtime hours actually worked during the shift.
- B. Any regular employee who is assigned to work and actually works a regular shift that is designated as a Night Shift, shall receive an additional seventy-five cents (\$.75) per hour over their regular rate of pay for all hours actually worked and overtime hours actually worked during the shift.
- C. Notwithstanding A. or B. above, an employee in a 24 hour facility who is required to work a minimum of four hours of an additional assigned swing or night shift, shall receive shift differential for the hours actually worked by the employee during the shift.
- D. Department Heads shall, with the advance written approval of the Human Resources Director, determine which work hours will be designated as either a Swing or a Night Shift within their respective departments.
- E. Employees may select to work Swing Shift and Night Shift opportunities on the basis of their seniority within their job classification in their particular work unit unless the County determines that certain employees should be assigned to the Swing Shift and/or Night Shift for job related reasons. The County will determine the term of any Swing Shift and/or Night Shift assignments and may periodically call for a new round of shift selection by employees.

Section 9 Bilingual Differential

When a Department Head designates in writing that an employee must utilize bilingual skill as a required component of the employee's job duties and necessary in the delivery of County services, an employee will be paid a bilingual differential of \$1.00 per hour for all hours in pay status. The bilingual differential shall be

paid for bilingual proficiency in Spanish, Sign Language, or any language determined by the Department Head in writing as necessary to provide primary services to the public. In order to be eligible to receive such differential, an employee must demonstrate language proficiency acceptable to the Department Head as certified in writing to the Director of Human Resources. The County shall adopt a language proficiency testing process to determine employees' qualification to serve as bilingual skill providers. The Human Resources Department shall use a verbal and/or written testing process, depending upon the level of bilingual skill required of the employee, to validate the employee's skills. The County shall utilize existing bilingual skills employees to assess employees' bilingual capabilities when possible. Written authorization for an employee to continue to receive a bilingual differential shall be reviewed and renewed annually by the Department Head.

Section 10 ~~After Hours-Part-Time~~ Social Workers

A part-time employee in the classification of Social Worker II/III/IV shall accrue eligibility for merit increases based upon an accumulation of hours worked in pay status, excluding on-call hours, and shall be considered for an initial merit increase when the employee's hours in pay status (excluding on-call hours) equals 1040. Each employee shall be considered for subsequent merit increases when the employee's total hours in pay status (excluding on-call hours) equals 2080 hours.

Section 11 Protective Services Premium

Employees in the classification of Social Worker III who are assigned to Protective Services Programs within the Department of Social Services shall be placed on the salary schedule with a range equal to that of Social Work IVA, at their current step. At such time as all existing Social Worker IVA's are no longer at that level, the classification of IVA will be deleted and the Classification of IVB will be renamed as Social Worker IV. It is the intent of this change to have two classifications, Social Worker III and Social Worker IV and to delete the Protective Services Premium.

Section 12 Certification Program

A. The County shall provide a certification program for all eligible Development Services Division employees. Compensation for possession of one or more valid certificates is specified below. No employee may receive more than \$200 per month, for possession of any or all of the following certificates.

The titles of the certificates as well as the issuing organization and compensation are as follows:

(Dollar amounts represent monthly amounts for certification listed.)

ICBO	Building Inspector Certificate (\$25.00) or
ICBO	Combination Inspector Certificate (\$50.00)
ICBO	Combination Dwelling Inspector Certificate (\$25.00)
ICBO	Combination Light Commercial Inspector Certificate (\$50.00)
ICBO	Permit Technician (\$25.00)
IFCI	Uniform Fire Code Inspector Certificate (\$25.00)
CEC	Energy Plans Examiner Certificate (\$25.00)
ICBO	Electrical Inspector Certificate (\$25.00)
ICBO	Plans Examiner Certificate (\$50.00)
CABO	Building Official Certificate (\$75.00)
ICBO	Reinforced Concrete Special Inspector Certificate (\$25.00)
ICBO	Priestesses Concrete Special Inspector Certificate (\$10.00)
ICBO	Structural Masonry Special Inspector Certificate (\$25.00)
ICBO	Structural Steel/Welding Special Inspector Certificate (\$25.00)
ICBO or IAPMO	Plumbing Inspector Certificate (\$25.00)
ICBO or IAPMO	Mechanical Inspector Certificate (\$25.00)
CCEC or SCACEO or AACE	Code Enforcement Officer (\$25.00)

ICBO	= International Conference of Building Officials
IAPMO	= International Association of Plumbing and Mechanical Officials
IFCI	= International Fire Code Institute
CEC	= California Energy Commission
CABO	= Council of American Building Officials
CCEC	= California Code Enforcement Corporation
SCACEO	= So. California Code Enforcement Official
AACE	= American Association of Code Enforcement

- B. Proof of a valid certificate shall be accomplished by providing the actual certificate or an official notification letter from the certifying agency stating that the employee has successfully passed the examination for that certificate. Current employees shall not be eligible for retroactive payment of certification pay but only shall become eligible for the additional compensation effective the first of the month in which acceptable proof is submitted to the County.
- C. Eligibility for compensation under this program will cease on the date specified on the certificate or upon such date the issuing agency withdraws,

decertifies or terminates such certificate, unless proof of successful passage of the certification renewal examination is provided to the County. If compensation is terminated for any of the foregoing reasons, eligibility will be reinstated only upon proof of renewal of certification, and then only on the first of the month following the month in which the renewal certification is provided.

Section 13 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" (e.g., 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", (e.g., 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 an additional two (2) hours of pay at the Psychiatric Clinician Extra Help rate.~~
 - ~~3. This provision codifies the historical pay practice of the Health and Human Services Agency and reflects the full and complete understanding of the parties regarding pay entitlement for Psychiatrist(s) assigned to such on-call duty.~~
- ~~B. In addition to the provision of A.1, and 2 above, an employee assigned to a 24 hour on-call shift (e.g., 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.~~

Section 1413 Hazardous Material 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 Community Development Agency who are assigned by the Agency Director 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 Agency Director and the employee in the classification of Senior Environmental Health Specialist is no longer performing hazardous material duties, the employee will no longer be entitled to the 9.5% differential. Loss of this differential pay shall not be considered a performance issue and is not subject to appeal or to the grievance procedure.

Section 154 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 14-15 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.

FOR THE COUNTY

Bobbi Bennett
Human Resources Manager

Date: _____

Chairman, Board of Supervisors

Chair, Board of Supervisors

Date: _____

FOR THE UNION

Jere Copeland
Executive Director, Local 1

Date: _____

ATTEST: James Mitistrin
Clerk of the Board of Supervisor

~~_____~~ By: Deputy Clerk

Date: _____