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## *The County of El Dorado* *Human Resources Department*

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TO: Board of Supervisors  
FROM: Bobbi Bennett, Human Resources Manager  
DATE: April 17, 2014  
RE: Management Association Memorandum of Understanding

Please find attached the Management Association Memorandum of Understanding that will be presented to you for approval at the April 22, 2014 Board of Supervisors' meeting. To facilitate your review you are being providing the following:

- Summary of key changes to the Management Association MOU. (Legistar Attachment C)
- Red-line Memorandum of Understanding (Legistar Attachment D)
- Final Memorandum of Understanding (Legistar Attachment B)

Thank you for your consideration.



# ***The County of El Dorado***

## ***Human Resources Department***

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### **Managers' Association Memorandum of Understanding January 1, 2013 – December 31, 2016**

#### **MOU Revisions**

Labor negotiations with El Dorado County Managers' Association (EDCMA), resulted in some key changes to the MOU. This is a summary of those key changes, which are noted in italics. This summary does not address all changes in the MOU so please ensure you review the MOU.

#### **Article 3 – County Rights**

The County reserves the right to contract out services pursuant to the El Dorado County Charter. In the event that the County is considering contracting out services, which will directly result in the layoff of current employees, the County will notify the EDCMA and meet and confer prior to the implementation of the action to *the extent required by law*.

**CHANGE:** The trigger for notifying the union is no longer based on the monetary value of the contract. The County will notify the union and meet and confer to the extent required by law.

**BENEFIT:** This insures the County is adhering to requirements under the MMBA.

#### **Article 5, Section 1 Salaries**

*The increase base wages for all Union represented classifications will be increased by 18% (non-safety) or 18.75% (safety) during the term of the MOU as follows:*

##### *Cost of Living Adjustments*

*2014: 2% effective the pay period including January 1, 2014.*

*2015: 2% effective the pay period including January 1, 2015.*

*2016: 2% effective the pay period including January 1, 2016.*

##### *Equity Adjustments*

*2014: 3% effective the pay period including January 1, 2014.*

*2015: 3% effective the pay period including January 1, 2015.*

*2016: 3% effective the pay period including January 1, 2016.*

##### *CalPERS Liability Transfer*

*2014: Non-safety employees shall pay the full seven percent (7%) employee CalPERS contribution effective the first full pay period following Association ratification and Board of*



*Supervisors adoption of the MOU. As an offset, non-safety employees shall receive an additional three percent (3%) base wage increase.*

*Safety employees shall pay the full nine percent (9%) employee CalPERS contribution effective the first full pay period following Association ratification and Board of Supervisors adoption of the MOU. As an offset, safety employees shall receive an additional 3.75% base wage increase.*

CHANGE: Increase base wage.

BENEFIT: Employees are now paying full employee CalPERS contribution which aligns with pension reform philosophy. The employee CalPERS contribution liability is transferred from the County to the employee, resulting in a savings for the County. In addition, this demonstrates that the County is striving to have all employees share in the cost of their retirement.

### **Article 7, Section 3 – Compensation for Holidays**

Full-time and part-time employees shall receive holiday pay for all authorized holidays at their current hourly rate, not to exceed eight (8) hours for any one (1) day, provided they are in a pay status *for the full day* on both their regularly scheduled work days immediately preceding and following the holiday. Part-time employees shall be entitled to receive holiday pay in proportion to the percentage of full-time hours worked during the biweekly pay period which includes a holiday. *The Department Head may approve holiday pay when an employee has insufficient sick leave accruals as required to maintain paid status for the full day immediately preceding and following the holiday, provided the employee will use at least 12 hours of sick leave or the maximum number of hours required in the coordination of SDI during the pay period that includes the holiday.*

CHANGE: Specifies that employees only earn holiday pay if they are in a paid status for the full day before and after the holiday.

BENEFIT: An employee may no longer use less than 8 hours the day before and after a holiday to receive 8 hours of holiday pay. This is a significant step towards reducing holiday pay abuse. The County does recognize the unique situation of employees using SDI and has strived to address it.

### **Article 9, Section 6.C. – Administration of Sick Leave**

C. Sick leave abuse is defined as follows:

1. *If an employee who has taken sick leave is suspected of sick leave abuse, the Department may institute an investigation. Based on the results of that investigation, appropriate action will be taken.*
2. *The County may request that the employee provide a physician's statements, as authorized by law or acceptable substitute during an absence if the employee receives notice prior to returning and the absence is longer than three days. However, if an employee has a record of excessive sick leave use, or if the*

*employee's leave use is suspect, the County may require a physician's letter or other acceptable substitute before authorizing future sick leave usage. Examples of excessive sick leave usage might include but are not limited to:*

- a) Documented abuse, or;*
- b) In excess of six individual unapproved uses of sick leave in a twelve (12) month period, or;*
- c) More than four uses of sick leave in conjunction with vacation and/or holidays in a twelve (12) month period.*

*Each use of sick leave may last one or more days. Each day of a multi-day sick leave absence does not constitute its own individual use of leave.*

*It is important to note that use of leave identified under paragraphs "b" and or "c" above does not automatically indicate abuse. There may be legitimate reasons why an employee is using leave under these circumstances. The primary goal of identifying leave use thresholds is to initiate communication between the County and the employee to determine why an employee is using so much leave and determine if the leave is being abused.*

*Protected leave cannot be tracked for performance evaluation and/or disciplinary reasons unless an employee is using protected leave in an unlawful manner.*

CHANGE: There is now more specific information about what constitutes sick leave abuse and basic guidelines.

BENEFIT: Assists supervisors in determining how to identify and/or measure sick leave abuse.

#### **Article 10, Section 4 – Leaves of Absence With Pay**

The appointing authority, with the approval of the Chief Administrative Officer, may place an employee on leave of absence with pay (suspended with pay) for a period not to exceed *thirty (30) working days*. Such leave may be extended with justification with approval of the Chief Administrative Officer. This leave with pay (suspension with pay) shall be used when an employee is under investigation or for other necessary or emergent need such as when the employee's continued presence at the work site may be hazardous or disruptive.

CHANGE: Leave of absence with pay is now up to 30 working days.

BENEFIT: Consistent with Personnel Rule 1408.

#### **Article 11, Section 6 – Bilingual Differential**

*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.*

CHANGE: The Departments used to certify that an employee's language proficiency skills were acceptable. The Bilingual Certification form is posted on EDCnet.

BENEFIT: Ensures employees receiving the bilingual differential have the necessary and required skills.

**Article 15, Section 1 – Probation**

*Nothing herein is intended to prevent the County from extending a probationary period one time for a period not to exceed six (6) months to ensure that an employee has demonstrated all of the necessary skills and traits to successfully pass probation for the job classification.*

CHANGE: Probationary periods may be extended to confirm an employee's qualifications to successfully complete the probationary period for an extra six months.

BENEFIT: Provides an additional assessment mechanism for supervisors.