



**RESOLUTION NO. \_\_\_\_\_**

**OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO**

**WHEREAS**, 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; and,

**WHEREAS**, said representatives have failed to reach a tentative agreement on a variety of economic and cost saving and cost neutral issues for the period commencing January 1, 2008; and

**WHEREAS**, said 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 procedures 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; and

**WHEREAS**, said representatives are at the end of the impasse process and are now bringing the Modified Last, Best, and Final Offer (MLBFO) that is attached and incorporated herein 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"; and

**WHEREAS**, the County representatives have not been able to secure a mutual tentative agreement with the Deputy Sheriffs' Association representing employees in the Law Enforcement bargaining unit; and

**WHEREAS**, members of the Deputy Sheriffs' Association representing employees in the Law Enforcement bargaining unit have notified the County they do not intend to present the attached document in the form of the Modified Last, Best, and Final Offer to their members to hold an election in regard to ratification or rejection of the terms and conditions of employment contained therein; and

**WHEREAS**, the following Letters of Agreement and Side Letter are 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

**WHEREAS**, a 1994 General Order has been 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; and

**WHEREAS**, the previous Memorandum of Understanding (MOU) expired on December 31, 2007, the County representatives are now bringing the attached Modified Last, Best, and Final Offer with the attached Letters of Agreements and Side Letter and General Order as incorporated herein to the Board of Supervisors for final action.

**THEREFORE BE IT RESOLVED**, that the Board of Supervisors for the County of El Dorado approve, adopt and authorize the Chair to sign this Resolution to impose and implement the attached Modified Last, Best, and Final Offer by the County of El Dorado for the wages, hours and other terms and conditions of employment covering the Deputy Sheriffs' Association representing employees in the Law Enforcement bargaining unit effective upon ratification of the Board December 15, 2009, to read as set forth in the attached Modified Last, Best, and Final Offer as attached and incorporated herein to be effective the first full pay period following adoption by the Board of Supervisors on December 15, 2009. Article 7 Section D2 shall be implemented as soon as feasible as determined by the County of El Dorado.

**THEREFORE BE IT FURTHER RESOLVED**, that the Board of Supervisors for the County of El Dorado directs the Human Resources Department and Payroll to implement the changes contained therein.

**PASSED AND ADOPTED** by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 15<sup>th</sup> day of December 2009, by the following vote of said Board:

**Ayes:**

**Attest:**

Suzanne Allen de Sanchez

**Noes:**

Clerk of the Board of Supervisors

**Absent:**

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Chairman, Board of Supervisors

**I CERTIFY THAT:**

THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

**DATE:** \_\_\_\_\_

**Attest:** Suzanne Allen de Sanchez, Clerk of the Board of Supervisors  
of the County of El Dorado, State of California.

By: \_\_\_\_\_  
Deputy Clerk