



Legislation Details (With Text)

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Title: Human Resources Department recommending the Board:
1) Adopt and authorize the Chair to sign the negotiated Letter of Agreement to the Memorandum of Understanding between the County of El Dorado and El Dorado County Deputy Sheriffs' Association, representing the Law Enforcement (SA) bargaining unit, regarding closures of County Buildings; and
2) Direct the Human Resources Department and the Auditor-Controller's Office to administer and implement the Letter of Agreement's provisions.

FUNDING: General Fund.

Sponsors:

Indexes:

Code sections:

Attachments: 1. A - Approved Blue Route 12-6-22, 2. B - LOA Building Closure Premium Pay Rate 12-6-2022, 3. Executed LOA Sheriff Association

Date	Ver.	Action By	Action	Result
12/6/2022	1	Board of Supervisors	Approved	Pass

Human Resources Department recommending the Board:
1) Adopt and authorize the Chair to sign the negotiated Letter of Agreement to the Memorandum of Understanding between the County of El Dorado and El Dorado County Deputy Sheriffs' Association, representing the Law Enforcement (SA) bargaining unit, regarding closures of County Buildings; and
2) Direct the Human Resources Department and the Auditor-Controller's Office to administer and implement the Letter of Agreement's provisions.

FUNDING: General Fund.

DISCUSSION / BACKGROUND

The term of the current Memorandum of Understanding (MOU) between the County of El Dorado (County) and El Dorado County Deputy Sheriff's Association (DSA) representing employees in the Law Enforcement (SA) bargaining unit, ended on December 31, 2016.

Pursuant to the Meyers-Milias-Brown Act (Government Code sections 3500 et seq.), representatives of the DSA and the County have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for employees in the represented Units for a successor MOU since December 2016; except where explicitly stated in the MOU, the provisions of the 2014-2016 MOU remain in status quo, until such time the MOU is replaced with a successor agreement.

In May 2022, the DSA filed a grievance on behalf of several of its members alleging that these DSA members were required to work essential services during a building closure but did not receive the correct amount of payment for such work under Article 12, Section 1.E. of the MOU. The grievance additionally alleged building closure events have occurred since October 2019, in which DSA members have received an essential services premium rate of pay calculated in a manner

inconsistent with the DSA's interpretation of the MOU and past practice. The County subsequently agreed with the DSA's interpretation of the MOU and past practice for similarly situated DSA members and determined that the essential services premium rate of pay was calculated incorrectly since the 2019 implementation of the Fenix payroll system.

The County and DSA wish to memorialize their understanding with respect to the interpretation of Article 12, Section 1.E. of the MOU both to resolve the current grievance and to govern payment under this section in the future and have negotiated the terms of a recommended Letter of Agreement (LOA) accordingly.

The parties agree that any compensation due to DSA members pursuant to Article 12, Section 1.E. of the MOU incurred after the final execution of this LOA shall be paid at time and one half (1 ½) the rate calculated for Holiday Pay in Lieu (Article 11, Section 3.C. of the MOU), consistent with pre-Fenix established past practice.

The LOA, which shall supersede all previous agreements and any policies, practices, or ordinance provisions with which it may be in conflict, shall become of full force and effect upon approval and adoption by the Board of Supervisors.

ALTERNATIVES

The Board could reject this LOA and direct the County to address this grievance through alternative resolution. However, that alternative is not recommended as the LOA represents a mutual understanding as to the interpretation of an MOU previously negotiated in good faith.

PRIOR BOARD ACTION

The LOA amends the MOU adopted by the Board of Supervisors on July 28, 2015, Resolution 128-2015, Legistar item 11-0682. The MOU was earlier amended February 26, 2019, Legistar item 19-0230; September 1, 2015, Legistar item 15-0895 Version 2; and July 21, 2015, Legistar item 15-0895 Version 1.

OTHER DEPARTMENT / AGENCY INVOLVEMENT

El Dorado County Deputy Sheriffs' Association
Sheriff's Office
District Attorney's Office

CAO RECOMMENDATION

Approve as recommended.

FINANCIAL IMPACT

The cost to resolve the current grievance is \$7,435, and there are sufficient appropriations in the current budget to cover the cost.

CLERK OF THE BOARD FOLLOW UP ACTIONS

1) Human Resources will provide the Clerk with three (3) original LOAs for the Chair to sign; and
2) The Clerk will return two (2) original LOAs to Misty Garcia in Human Resources once fully executed by the Chair, and retain one (1) fully executed LOA for the Board.

STRATEGIC PLAN COMPONENT

Good Governance

CONTACT

Joseph Carruesco, Director of Human Resources