



## Legislation Text

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**File #:** 17-0959, **Version:** 1

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Human Resources recommending the Board:

- 1) Adopt and authorize the Chair to sign Resolution **154-2017** approving the negotiated Memorandum of Understanding (MOU) between the County of El Dorado and the Operating Engineers Local Union No. 3 AFL-CIO Trades and Crafts Bargaining Unit;
- 2) Authorize the Chair to sign said MOU, noting the MOU will be effective the first full pay period following Union ratification and Board of Supervisors adoption of the MOU;
- 3) Direct Human Resources and the Auditor-Controller's Office to administer and implement the MOU provisions;
- 4) Approve and authorize the Chair to sign a Letter of Agreement with the Operating Engineers Local Union No. 3 AFL-CIO (OE3) Trades and Crafts (TC) Bargaining Unit to address the Classification and Compensation Study; and
- 5) Direct Human Resources to administer and implement the Letter of Agreement provisions.

**FUNDING:** General Fund, Road Fund.

### **DEPARTMENT RECOMMENDATION**

Human Resources Department recommending the Board:

- 1) Adopt Resolution **154-2017** approving the negotiated Memorandum of Understanding (MOU) between the County of El Dorado and the Operating Engineers Local Union No. 3 AFL-CIO Trades and Crafts Bargaining Unit;
- 2) Authorize the Chair to sign said MOU, noting the MOU will be effective the first full pay period following Union ratification and Board of Supervisors adoption of the MOU;
- 3) Direct Human Resources and the Auditor-Controller's Office to administer and implement the MOU provisions;
- 4) Approve and authorize the Chair to sign a Letter of Agreement with the Operating Engineers Local Union No. 3 AFL-CIO (OE3) Trades and Crafts (TC) Bargaining Unit to address the Classification and Compensation Study; and,
- 5) Direct Human Resources to administer and implement the Letter of Agreement provisions.

### **DISCUSSION / BACKGROUND**

The term of the current Memorandum of Understanding (MOU) between the County of El Dorado and Operating Engineers Local No. 3 AFL-CIO (OE3), representing the Trades and Crafts (TC) bargaining unit, ended on June 30, 2017.

Pursuant to the Meyers-Millas-Brown Act (Government Code sections 3500 et. seq.), OE3 and representatives of the County of El Dorado have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the TC bargaining unit. The County and OE3 jointly prepared a successor Memorandum of Understanding (MOU) reflecting agreed revisions to certain terms and conditions. Subject to the provisions in the MOU, those revised terms and conditions with a County cost impact are summarized below, along with the estimated annual cost.

1. Base wages will not be adjusted. TC bargaining unit members shall receive two (2) one-time \$500.00 lump sum payments - estimated one-time cost: \$191,000;
2. An employee assigned "on-call duty" shall be compensated at the rate of \$2.50 per hour (an increase from \$1.60) - estimated annual cost: \$71,316.13;
3. Unit members in specified classifications assigned to the Tahoe Basin to operate heavy equipment in the performance of snow removal operations will be considered as temporarily working out of class in an acting pay assignment - estimated annual cost: \$2,935.60;
4. Toxic Chemical Differential will be applicable any time employees are trained, certified, and assigned to handle, transport, or apply pesticides/herbicides or service application equipment (a change from those which simply "apply" pesticides/herbicides) - estimated annual cost: \$232.99;
5. The County shall pay the State of California Registered Veterinary Technician registration fee and associated continuing education costs up to a total of two hundred and fifty dollars (\$250) per fiscal year for employees in the Animal Services Division - estimated annual cost: \$3,250.00;
6. Unit members shall receive up to \$250 per month for possession of eligible Building Inspector Certifications (an increase from \$200) - estimated annual cost: \$16,920.00;
7. Unit members, following 49<sup>th</sup> month of employment and within the provisions of the MOU, may cash out up to 40 hours of accrued vacation one time per fiscal year - estimated annual cost: \$51,036.80;

Other Terms and Conditions which are recommended for update, and which have little or no known direct cost impact include, but are not limited to:

- ☐ Addition of language to provide that Post-probationary employees shall automatically advance to the next higher step in the salary range after completion of twenty six (26) pay periods satisfactory service, until the top of the range is reached, unless otherwise denied by the Appointing Authority within the provisions of the MOU;
- ☐ Modification of existing language to provide that overtime shall be defined in accordance with FLSA, except as specified otherwise in this MOU;
- ☐ Revision to current Boot Allowance language to provide that departments may request, once per year, during any pay period, that a Boot Allowance be paid to an employee who is required to wear specific footwear for safety;
- ☐ Clarification that Vacation and Sick leave accruals cannot be used in the pay period in which the hours are earned;
- ☐ Addition of language to provide that employees on a nonstandard work schedule shall observe holiday on next scheduled work day, and clarification of language related to holiday pay.
- ☐ Clarification that Unit members required to work on an official County holiday or observed holiday in lieu a holiday shall be entitled to premium compensation at time and one half of their base rate of pay for all hours actually worked, in addition to holiday pay.
- ☐ Continue and incorporate language from existing side letters to specify that employees may participate in County-sponsored retiree health plan at their own cost, provided they meet criteria, and clarification of language regarding alternate work schedules for identified classifications within the Transportation Department.

Additional "house-keeping" language changes are included in the recommended MOU.

The MOU, which cancels all previous agreements and shall supersede 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 and shall remain in effect through December 31, 2018. Nothing contained in the MOU shall be applied on a retroactive basis unless specifically stated.

The MOU was ratified as part of a total package agreement comprised of the MOU and a separate Letter of Agreement (LOA) to address the Classification and Compensation Study conducted by Koff Associates ("Koff Study"). The LOA memorialized the parties' intent to continue current negotiations regarding a successor MOU separate from any future discussions related to the Koff study.

## **ALTERNATIVES**

N/A

## **OTHER DEPARTMENT / AGENCY INVOLVEMENT**

Operating Engineers Local Union No. 3 AFL-CIO

## **CAO RECOMMENDATION**

It is recommended that the Board approve the recommended action.

## **FINANCIAL IMPACT**

The maximum combined annual fiscal impact of the new MOU is estimated at \$336,691. A portion of the employees in the TC Unit are employed in non-General Funded departments, therefore a portion of the cost increase will be covered by non-General Fund dollars.

## **CLERK OF THE BOARD FOLLOW UP ACTIONS**

- 1) The Clerk will obtain the signature of the Chair on the Resolution; and,
- 2) Human Resources will provide the Clerk with three (3) each original MOUs and Letters of Agreement for the Chair to sign upon ratification by OE3 Trades and Crafts units; and
- 3) The Clerk will return three (3) each original MOUs and Letters of Agreement to Human Resources once fully executed by the Chair.

## **STRATEGIC PLAN COMPONENT**

## **CONTACT**

Tameka Usher, Director of Human Resources