



Legislation Text

File #: 17-1358, **Version:** 1

Human Resources Department recommending the Board:

- 1) Adopt and authorize the Chair to sign Resolution **196-2017** approving the negotiated Memorandum of Understanding (MOU) between the County of El Dorado and the El Dorado County Employees' Association, Local 1 representing employees in the General (GE), Professional (PL) and Supervisory (SU) Bargaining Units;
- 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; and
- 3) Direct the Human Resources Department and the Auditor-Controller's Office to administer and implement the MOU provisions.

FUNDING: General Fund and other funds.

DEPARTMENT RECOMMENDATION

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DISCUSSION / BACKGROUND

The term of the current Memorandum of Understanding (MOU) between the County of El Dorado and El Dorado County Employees' Association, Local 1 (Local 1), representing employees in the General (GE), Professional (PL) and Supervisory (SU) Bargaining Units, ended on June 30, 2017.

Pursuant to the Meyers-Milias-Brown Act (Government Code sections 3500 et seq.), Local 1 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 GE, PL and SU Bargaining Units. The County and Local 1 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. Local 1 represented bargaining unit members shall receive a one-time \$2,400.00 lump sum payment - estimated one-time cost: \$2,407,200;
2. A non-HHSA employee assigned "on-call duty" shall be compensated at the rate of \$2.50 per hour (an increase from \$1.60): estimated cost \$27,520.18;
3. It is recommended to continue and incorporate language from an existing side letter which modified existing language to provide a uniform allowance for eligible employees of the

Sheriff's Office. However, further modification is recommended to expand the allowance given to Property - Evidence Technicians (including senior) to include any eligible employee within the Property - Evidence Technician classification series (including Supervisor). The classification of Supervising Property Evidence Technician was newly established and not identified in the side letter. The Supervising Property Evidence Technician is a single position classification; the modification to provide for the allowance given to all eligible employees within the Property - Evidence Technician classification series would have an additional annual estimate cost of \$154.18.

Providing for future cost savings, Local 1 represented employees hired on or after the day the Board of Supervisors adopts this successor MOU will not be eligible for longevity pay. The County and Local 1 will continue to negotiate longevity pay within year two (2) and/or year three (3) of the MOU term.

Other Terms and Conditions which are recommended for update, and which have little or unknown direct cost impact include, but are not limited to:

- ☐ Continue to observe and incorporate language from an existing side letter that specifies that employees in the Health and Human Services Agency assigned "on-call duty" shall be compensated at an hourly rate of 20% of the employee's base hourly rate of pay, and which strikes Section 13, Psychiatrist On-Call Pay, from Article 7.
- ☐ Added language to provide that effective July 1, 2018, and July 1, 2019, Local 1 and the County shall negotiate the implementation of the Wage and Compensation Study and/or reopen on wages.
- ☐ Modified existing language to account for technology changes to provide a continued means for reimbursement for the Union's use of County photocopiers.
- ☐ Added 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.
- ☐ Added language to provide that employees may cash out CTO accruals at any time subject to approval by the Department Head.
- ☐ Modified existing language to provide that an employee whose primary work location was in the Tahoe Basin and they were involuntarily transferred to the West Slope as the primary work location shall continue to receive a Tahoe Employment Differential of \$92.30 biweekly.
- ☐ Revised 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.
- ☐ Continue to observe and incorporated language from an existing side letter to specify that the consolidated employee benefit rate consists of health, vision, and dental rates, and an EDC Administration Fee.
- ☐ Modified language to provide that the EDC Administrative Fee shall also consist, in part, of one full-time Principal Human Resources Analyst.
- ☐ Clarified that vacation and sick leave accruals cannot be used in the pay period in which the

hours are earned.

- ☐ Continue to observe and incorporated language from an existing side letter to specify that employees may participate in County-sponsored retiree health plan at their own cost, provided they meet criteria.
- ☐ Added 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.
- ☐ Clarified 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.

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 June 30, 2020. Nothing contained in the MOU shall be applied on a retroactive basis unless specifically stated.

ALTERNATIVES

N/A

OTHER DEPARTMENT / AGENCY INVOLVEMENT

El Dorado County Employees' Association

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 \$2,434,874.36. A portion of the employees in the Local 1 are employed in non-General Funded departments; therefore a portion of the cost increase will be covered by non-General Fund dollars. No budget amendment is recommended at this time. The impact to departmental FY 2017-18 budgets will be evaluated and budget transfers will be prepared for any departments which do not have sufficient appropriations or savings to offset the cost in FY 2017-18.

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) original MOUs for the Chair to sign upon ratification by EDCEA, Local 1; and
- 3) The Clerk will return two (2) original MOUs to Human Resources once fully executed by the Chair, and retain one (1) fully executed agreement for the Board.

STRATEGIC PLAN COMPONENT

Good Governance

CONTACT

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