



## Legislation Text

**File #:** 18-1363, **Version:** 1

Human Resources Department recommending the Board:

- 1) Adopt and authorize the Chair to sign Resolution **190-2018** approving the negotiated Memorandum of Understanding (MOU) between the County of El Dorado and the El Dorado County Criminal Attorneys' Association representing the Criminal Attorney Bargaining Unit;
- 2) Authorize the Chair to sign said MOU, noting the MOU will be effective the first full pay period following Association ratification and Board adoption of the MOU; and
- 3) Direct Human Resources and the Auditor-Controller's Office to administer and implement the MOU 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 Criminal Attorneys' Association (EDCCAA), representing the Criminal Attorneys (CA) bargaining unit, ended on June 30, 2018.

Pursuant to the Meyers-Milias-Brown Act (Government Code sections 3500 et seq.), EDCCAA and County representatives have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment of employees in the CA bargaining unit (Unit). The County and EDCCAA jointly prepared a successor 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 for all classifications in the Unit will be increased 4.32% to bring within 10% of the total compensation comparable market total compensation median (+/- 1%) - estimated annual cost: \$209,127
2. Base wages for all classifications in the Unit will be increased 3.85% to offset the equivalent elimination of management leave cash-out - estimated annual cost: \$194,432
3. Internal salary alignments adjusted between classifications consistent with the comparator market average: I will be 17.8% below II, II will be 14.4% below III, and III will be 15.7% below IV - estimated annual cost: \$56,268
4. Base wages for all classifications in the Unit will be increased 1.92% to offset the equivalent reduction of management leave hours from eighty (80) to forty (40) hours- estimated annual cost: \$98,578
5. In July 2019, base wages for all classifications in the Unit will be increased 1.92% to offset the equivalent elimination of all management leave hours and eligibility for the Unit - estimated annual cost: \$102,630

6. Reduction of maximum vacation accrual cap from four hundred (400) hours to three hundred twenty (320) hours; one-time cash-out for any hours employees accrued in excess of three hundred (300) hours prior to new cap - estimated one-time cost: \$5,387

7. Addition of a new Lead Assignment Pay Differential - maximum estimated annual cost: \$66,390

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

- Addition of language providing for an annual update to the total compensation comparable market study, and effective July 2019, and July 2020, base wage adjustments as necessary to bring within 5% (+/- 1%) below the comparable market total compensation median. The estimated cost will be unknown until the total compensation market study is updated in 2019 and 2020.
- Modification of existing language to provide that, effective the first full pay period of the 2019 health plan year, the Optional Benefit Plan will be converted from a cash or credit contribution to a cash-only model.
- Modification of existing Longevity Pay language to eliminate longevity for new hires, and freeze longevity pay, if any, received by current employees the first full pay period following December 31, 2020.
- Modification of existing Tahoe Differential language for County-wide consistency.
- Modification of existing Dues Deduction language in compliance with the law.
- Removal of contracting out language; default to requirements under the law.

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, 2021. Nothing contained in the MOU shall be applied on a retroactive basis unless specifically stated.

## **ALTERNATIVES**

N/A

## **PRIOR BOARD ACTION**

This MOU succeeds the MOU adopted by the Board of Supervisors on December 5, 2017, Resolution 179-2017, Legistar item 17-1317.

## **OTHER DEPARTMENT / AGENCY INVOLVEMENT**

El Dorado County Criminal Attorneys' Association

## **CAO RECOMMENDATION**

It is recommended that the Board approve this item.

## **FINANCIAL IMPACT**

The maximum combined annual fiscal impact of the new MOU is estimated at \$727,425. A small portion of the employees in the CA Unit are covered with grant funds; therefore a small 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) original MOUs for the Chair to sign upon ratification by EDCCAA; and
- 3) The Clerk will return two (2) copies of the signed Resolution and two (2) signed original MOUs to Misty Garcia in 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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