



Legislation Text

File #: 18-1364, **Version:** 1

Human Resources Department recommending the Board:

- 1) Adopt and authorize the Chair to sign Resolution **196-2018** approving the negotiated Memorandum of Understanding (MOU) between the County of El Dorado and the El Dorado County Law Enforcement Management Association representing the Law Enforcement Sworn Management 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 of Supervisors 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 Law Enforcement Management Association (EDCLEMA), representing the Law Enforcement Sworn Management (SM) Bargaining Unit (Unit), ended on June 30, 2016.

Pursuant to the Meyers-Milias-Brown Act (Government Code sections 3500 et seq.), EDCLEMA and County representatives have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment of employees in the SM Unit. The County and EDCLEMA 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. Each regular employee in this Unit shall receive a one-time, non-pensionable, lump sum payment of \$1,950 - estimated one-time cost: \$31,200;
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: \$121,077 (it should be noted that the total cost of Management Leave payouts in 2017 was approximately \$93,000 for the LEMA SM bargaining unit, so the impact of the additional cost would be offset by the reduction in the cost of payouts);
3. Base wages for Unit classifications in the Probation Department will be increased an additional 9.2% to maintain current internal ties and percentage wage differences between ranks with the County's Probation benchmark job classifications not represented by this Unit - estimated annual cost: \$97,248; and
4. Each regular, full-time employee in this Unit shall receive an additional \$240 Optional Benefit Plan contribution for a total of \$6,240 per individual per year - estimated annual cost increase: \$4,080.

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

- During the term of this MOU, Probation Management classifications represented by EDCLEMA shall receive any future base wage increases equal to base wage increases, if any, received by the Probation (PR) Bargaining Unit's Deputy Probation Officer Supervisor - Institutions benchmark job classification in order to maintain current internal ties and percentage wage differences between ranks with benchmark job classifications not represented by this Unit. The estimated cost will be unknown until salary increases, if any, are adopted in a post-December 31, 2019, successor PR MOU.
- 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. Addition of language that each contribution is not deemed earned until paid, and that an employee who receives contributions as cash must have been in paid status to receive that pay period's prorated optional benefit amount.
- Modification of existing Longevity Pay language to 1) eliminate longevity for employees added to the Unit on or after adoption of this MOU, 2) allow all existing employees in the Unit who have not yet achieved the first longevity tier to receive that first tier once they complete the required period of service, and then shall be ineligible to receive any further longevity pay advancement thereafter; and 3) allow current employees who have achieved at least the first longevity tier to continue to advance in the tiers upon completion of the required period of service through the pay period including December 31, 2021, at which time they would be frozen in the tier they are eligible to receive and will not be eligible for any further longevity pay advancement thereafter for positions within the bargaining unit.
- Modification of existing Uniform Allowance language for County-wide consistency.
- Modification of existing Management Leave language to eliminate the ability to receive payment for unused leave hours. Any management leave unused during the period allotted shall be forfeit.
- Modification of existing language that established an internal tie between the District Attorney Chief Investigator and the Sheriff's Captain classifications to clarify that the wage scale for the District Attorney Chief Investigator classification will match the wage scale for Sheriff's Captain. This is a no-cost clarification consistent with the current salary schedule.
- 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.
- Removal of contracting out language; default to requirements under the law.
- Clarification that Vacation and Sick leave accruals cannot be used in the pay period in which the hours are earned.
- Continue and incorporate language from an existing side letter that provides for a 5% pay

differential for a position in the Deputy Chief Probation Officer - Institutions classification when assigned to manage both the Placerville Juvenile Hall and the Juvenile Treatment Center in South Lake Tahoe. There is no additional cost for this incorporation as it is existing practice under the side letter.

- Continue and incorporate 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.

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, 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 November 4, 2014, Resolution 192-2014, Legistar item 14-1431.

OTHER DEPARTMENT / AGENCY INVOLVEMENT

El Dorado County Law Enforcement Management 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 \$253,605. The majority of positions covered by this MOU are within departments that are primarily funded through the General Fund.

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 EDCLEMA; 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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