



## Legislation Text

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**File #:** 21-0010, **Version:** 1

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Human Resources Department recommending the Board:

- 1) Adopt and authorize the Chair to sign Resolution **205-2021** approving the negotiated Memorandum of Understanding (MOU) between the County of El Dorado and the El Dorado County Probation Officers Association representing the Probation Bargaining Unit;
- 2) Authorize the Chair to sign said MOU, noting:
  - a) the MOU shall become of full force and effect for the period January 1, 2020 through December 31, 2022,
  - b) that nothing in the MOU is intended to be applied retroactively unless expressly indicated; and
- 3) Direct the Human Resources Department 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 Probation Officers Association (EDCPOA) representing the Probation (PR) Bargaining Unit, ended on December 31, 2019.

Pursuant to the Meyers-Milias-Brown Act (Government Code sections 3500 et seq.), representatives of EDCPOA and the County have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment of employees in the PR bargaining unit. The County and EDCPOA jointly prepared a successor MOU, for the term of January 1, 2020 through December 31, 2022, 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. Effective the first full pay period following Board of Supervisors adoption of a successor MOU, the County will increase base wages for journey level benchmark classifications and internally tied non-benchmark classifications to approximately 8.0% (+/- 1%) behind the median of the County's December, 2019 comparable compensation survey data. Estimated annual cost \$711,800.
2. Effective the first full pay period of January 2021, all represented employees shall receive an increase of one percent (1.0%) to their base rate of pay. - Estimated annual cost \$84,200.
3. Effective the first full pay period of January 2022, all represented employees shall receive an increase of one and one half percent (1.5%) to their base rate of pay. - Estimated annual cost \$128,200.
4. Addition of new Geographic differential for qualified employees who reside in the Tahoe Basin (defined as the Tahoe Regional Planning Agency jurisdiction boundary around Lake Tahoe). Employees regularly scheduled to work forty hours shall receive two hundred dollars (\$200.00), paid twenty-four pay periods per year (the first two pay days of each month); employees regularly

scheduled to work twenty hours or fewer per week (0.5 FTE or less) shall receive half this amount. - estimated annual cost of \$105,000.

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

- Modification of existing Association Rights language to allow the EDCPOA the use of electronic media for communication with members.
- Removal of existing Association Rights language pertaining to Payroll Deduction Authorization as they are no longer in effect.
- Modification of existing language pertaining to Work Schedules:
  - 1) Modification of existing language to address employees with alternative work schedules when supplementing hours for Holidays.
  - 2) Modification of existing language to memorialize current practice.
- Modification of existing language pertaining to overtime compensation to incorporate Letter of Agreement dated January 29, 2019.
- Modification of existing language pertaining to On Call Duty Compensation to memorialize current practice.
- Modification of existing language pertaining to Call Back Compensation to incorporate Letter of Agreement dated January 29, 2019.
- Modification of existing Tahoe Differential language for County-wide consistency; increase differential from \$92.30 each pay period to \$101.53 and pay differential consistent with the 24 benefit-deduction pay periods instead of 26. Due to the County-wide consistent language explaining that the differential is in "recognition of limited choices of health care plans, providers, and associated costs in the Tahoe Basin" the differential is not CalPERS eligible. Estimated cost savings of \$39,000.
- Modification of existing Bilingual Differential language for County-wide consistency.
- Removal of existing language pertaining to Tuition Reimbursement, and defer instead to existing provisions of the Personnel Rules.
- Modification of existing Uniform Allowance language to pay allowance over 24 pay periods per year instead of two lump sum payments in pay periods 2 and 15.
- Modification of existing language related to the calculation of holiday pay, the definition of compensation to align with Fair Labor Standards Act (FLSA) requirements, the restriction of compensatory time off to only statutory FLSA required overtime, and the clarification of compensation with respect to employees performing essential services during a closure of county buildings to incorporate and supersede the existing side letter; no cost impact.
- Modification of existing vacation leave utilization language to allow the use of vacation in the same pay period in which it was earned.

- Modification of existing supervisory leave language to clarify prorated leave for employees entering supervisory classifications after pay period 01.
- Modification of existing catastrophic leave language to add the use of compensatory time off for leave donations and provide clarity.
- Removal of existing language pertaining to Safety Reporting, which was duplicative in consideration of established County-wide procedures.
- Modification of existing language pertaining to the definition of flexibly-staffed classes for consistency as currently used in the Personnel Rules.
- Modification of existing probationary language to remove the probationary period for flexibly-staffed promotions.
- Incorporated language regarding reopener on consolidation of the Deputy Probation Officer Series.
- Added language to incorporate side letter on the Placerville Juvenile Detention Facility dated June 25, 2019.

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 except as expressly provided in the MOU) shall become of full force and effect upon approval and adoption by the Board of Supervisors and shall remain in effect through December 31, 2022. Nothing contained in the MOU shall be applied on a retroactive basis unless specifically stated.

#### **ALTERNATIVES**

The County negotiated this MOU in good faith with EDCPOA under authority and direction of the Board, thus there are no recommended alternatives.

#### **PRIOR BOARD ACTION**

N/A

#### **OTHER DEPARTMENT / AGENCY INVOLVEMENT**

El Dorado County Probation Officers Association

#### **CAO RECOMMENDATION**

Approve as recommended.

#### **FINANCIAL IMPACT**

The estimated fiscal impact for the remaining six months of Fiscal Year 2020-21 is \$383,800. It is anticipated that the Probation department will be able to absorb the additional FY 2020-21 costs, and staff will review available appropriations later in the year and return to the Board if necessary. It is estimated that salary and benefits costs in FY 2021-22 will increase by \$990,200 when compared to the current MOU.

**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 EDCPOA; and
- 3) The Clerk will return one (1) copy of the executed resolution and two (2) original MOUs to Lauren Montalvo in Human Resources once fully executed by the Chair, and retain one (1) fully executed MOU for the Board.

**STRATEGIC PLAN COMPONENT**

Good Governance

**CONTACT**

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