



## Legislation Text

File #: 21-1788, Version: 1

Human Resources Department recommending the Board:

- 1) Adopt and authorize the Chair to sign Resolution ~~150-2021~~ **152-2021** approving the negotiated Memorandum of Understanding (MOU) between the County of El Dorado and the El Dorado County Employees' Association, Local 1, AFSCME Council 57, 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;
- 3) Direct the Human Resources Department and the Auditor-Controller's Office to administer and implement the MOU provisions; and.
- 4) Approve and authorize the Chair to sign Resolution ~~151-2021~~ **153-2021** revising the Salary Schedule for Executive Assistant, an unrepresented classification in the Confidential Unit, in order to maintain its existing wage linkage to a classification in the GE Unit effective the first pay period after adoption.

**FUNDING:** Various funds.

### **DISCUSSION / BACKGROUND**

#### Successor Memorandum of Understanding

The term of the current Memorandum of Understanding (MOU) between the County of El Dorado and El Dorado County Employees' Association, Local 1, AFSCME Council 57 (Union), representing employees in the General (GE), Professional (PL) and Supervisory (SU) Bargaining Units, ended on September 11, 2020.

Pursuant to the Meyers-Milias-Brown Act (Government Code sections 3500 et seq.), representatives of the Union and the County 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 Union jointly prepared a successor MOU, for the term of September 12, 2020 through December 31, 2023, 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 MOU adoption, the County will increase base wages benchmark classifications and internally tied non-benchmark classifications to approximately 3.0% (+/- 1%) behind the median of the County's April 2020 comparable compensation survey data. Estimated annual cost \$4,666,173.
2. Effective the first full pay period of January 2022, all represented employees shall receive an increase of two percent (2.0%) to their base rate of pay. Estimated annual cost \$1,460,713.
3. Effective the first full pay period of January 2023, all represented employees shall receive an increase of two percent (2.0%) to their base rate of pay. Estimated annual cost \$1,497,231.

4. Addition of new Geographic differential, up to \$400 per month, for qualified employees who reside in the Tahoe Basin (defined as the Tahoe Regional Planning Agency jurisdiction boundary around Lake Tahoe). Estimated annual cost \$556,000.

5. Modification of Tahoe Employment Differential pay frequency from 26 pay periods per year to 24, with increase in pay from \$92.30 to \$101.53 per pay period. Estimated annual cost Increase \$30,000.

6. Modification of Hazardous Material Assignment Differential to expand the classifications, not to exceed 3.0 FTE concurrently, eligible for the pay. Estimated annual cost Increase \$20,300.

7. Increase existing pay differential for Swing Shift (from \$0.50/hr to \$1.00/hr) and Night Shift (from \$0.75/hr to \$1.25/hr). Estimated annual cost Increase \$17,700.

8. Modification of Release Time to:

- 1) provide the Union greater flexibility in determining who shall serve as an official representatives for MOU negotiations; and
- 2) increase the cumulative total of existing "Presidential" Release Time from 200 to 300 hours the first fiscal year following adoption of the MOU that the union may use for approved Union-County business (non-organizing). Estimated Cost Impact: \$4,450.

*Note, release time does not provide additional pay, rather provides no loss of pay during the employee's work hours. Therefore this item is identified with "cost impact" as it is time the employee is away from work, but the department continues to pay compensation.*

9. Modification of existing Boot Allowance language to pay allowance over 24 pay periods per year instead of one annual payment, and to increase the total allowance from \$200/year to \$300/year for three specified classes and to \$224.88 for all other boot allowance-eligible employees in the represented bargaining units. Estimated annual cost Increase \$2,125.

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

- Incorporation of current provisions for County Rights, Tahoe Employment Differential, Longevity reform, Uniform and Boot Allowances, Health Rate Admin Fees, and Holidays pursuant to the Letter of Agreement dated December 4, 2018.
- Modification of existing language pertaining to overtime compensation in order to clarify and distinguish between FLSA required overtime and non-FLSA required overtime ("contract overtime") compensation rates and Compensatory Time Off accrual eligibility. Contract overtime compensation rates are already prescribed in the MOU; therefore there is no known cost impact to this change. The term "premium rate" is added to further differentiate contract overtime provisions.
- Removal of agency shop language, consistent with requirements under the law.
- Removal of Protective Services Premium as a moot provision.
- Modification of Certification Program pay differential to clarify that no employee shall receive compensation for any individual certificate that they must possess as a requirement of the

employee's current classification held.

- Modification of Supervisory Leave to add and prescribe proration criteria for part-time employees and new hires after pay period 01 of each year.
- Modification of Closure of County Building language to clarify, consistent with established past practice, that premium compensation for essential services is only applicable when an employee is scheduled to work at a closed County building.
- Removal of Letters of Reprimand appeal and request for sealing provisions.

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

Except for the letter of agreement adopted June 25, 2019, pertaining to the closure of the Juvenile Detention Facility in Placerville, which shall terminate on July 1, 2023, the MOU cancels all other previous agreements and shall otherwise supersede any policies, practices or ordinance provisions, with which it may be in conflict. 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, 2023. Nothing contained in the MOU shall be applied on a retroactive basis unless specifically stated.

#### Executive Assistant

On September 21, 2021, Legistar item 21-1382, the Board adopted revised salaries for those Benchmark classifications and internally tied non-benchmark classifications in the unrepresented units, including the Confidential (CO) unit, to bring them within 5% behind the median of the total compensation comparable agency market study. Executive Assistant, an unrepresented classification in the CO unit, has a wage scale equal to that of the Administrative Technician classification in the GE unit. In order to maintain the existing wage linkage, the Executive Assistant did not receive a wage increase under the September 21, 2021 Board action, and is instead recommended to receive base wage increases equal to those received by the Administrative Technician, in the same amount and at the same time, as prescribed for the Administrative Technician under the terms of this MOU.

### **ALTERNATIVES**

The County negotiated this MOU in good faith with the Union under authority and direction of the Board, thus there are no recommended alternatives. If this MOU is not approved, classifications in this bargaining unit will continue to be paid up to 17.74% below the market median.

The Board could choose to not approve the recommended base wage adjustments for the Executive Assistant, in which case the wage scale for Executive Assistant would no longer be equal to that of the Administrative Technician classification; however, the Board could direct staff to return with alternative wage recommendations for the Executive Assistant classification.

### **PRIOR BOARD ACTION**

This successor MOU succeeds and replaces the MOU adopted by the Board of Supervisors on December 19, 2017 with Resolution 196-2017, Legistar item 17-1358, which was amended December 4, 2018 with Resolution 245-2018, Legistar item 18-1877; June 11, 2019, Legistar item 19

-0813; June 25, 2019, Legistar item 19-0874; and July 14, 2020, Legistar item 20-0862.

On September 21, 2021, Legistar item 21-1382, the Board adopted revised salaries for Benchmark and internally linked non-benchmark classifications in unrepresented units.

## **OTHER DEPARTMENT / AGENCY INVOLVEMENT**

Local 1, AFSCME Council 57

## **CAO RECOMMENDATION**

Approve as recommended.

## **FINANCIAL IMPACT**

The combined annual fiscal impact of the new MOU changes is estimated at \$8,254,692. The approximate impact to Fiscal Year (FY) 2021-22 is \$4,192,000. The impacted classifications are approximately 40% General Fund, so the estimated impact to the General Fund is \$1,676,800. Staff will review the impacts of compensation changes with the Mid-Year Budget Report in February. This analysis will include estimated savings that may cover compensation changes. Some departments might not be able to cover all increases and will return to the Board with a budget transfer. These compensation changes will be included in the preparation of the Fiscal Year 2022-23 Budget.

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

- 1) The Clerk will obtain the signature of the Chair on each Resolution; and,
- 2) Human Resources will provide the Clerk with three (3) original MOUs for the Chair to sign upon ratification by the Union; and
- 3) The Clerk will return one (1) copy of each 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**

Joseph Carruesco, Director of Human Resources