



Legislation Text

File #: 23-0092, Version: 1

Human Resources Department recommending the Board:

- 1) Adopt and authorize the Chair to sign Resolution **021-2023** approving the negotiated Memorandum of Understanding (MOU) between the County of El Dorado and the El Dorado County Probation Officers Association representing employees in the Probation 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;
- 3) Direct the Human Resources Department and the Auditor-Controller's Office to administer and implement the MOU provisions;
- 4) Adopt and authorize the Chair to sign Resolution **022-2023**, pursuant to the terms of the MOU, to:
 - a) Approve and adopt the new flexibly staffed classification series of Deputy Probation Officer I/II/III (A) and the separately allocated classification of Deputy Probation Officer Supervisor (A), Job Class Numbers (JCN), bargaining unit, and salary ranges for the new classifications;
 - b) Approve due to lateral reclassifications, the:
 1. Deletion and abolishment of 13.0 full-time equivalent (FTE) Deputy Probation Officer I/II-Institutions (JCN 5721/5722) allocations;
 2. Deletion and abolishment of 8.0 FTE Sr. Deputy Probation Officer - Institution (JCN 5723) allocations;
 3. Deletion and abolishment of 5.0 FTE Supervising Deputy Probation Officer - Institution (JCN 5725) allocations;
 4. Deletion of a vacant 1.0 FTE Deputy Probation Officer I/II (JCN 5701/5702) allocation;
 - ~~5. Deletion of a vacant 1.0 FTE Sr. Supervising Deputy Probation Officer (JCN 5105/705) allocation;~~
 - 65.** Addition of **2322.0** FTE Deputy Probation Officer I/II/III (A) (JCN 5711/5712/5713) allocations; and
 - ~~76.~~ Addition of 5.0 FTE Deputy Probation Officer Supervisor (A) allocations (JCN 5714);
 - c) Approve and adopt the retitling, class revisions, and salary ranges for Deputy Probation Officer I/II, Sr. Deputy Probation Officer, and Supervising Deputy Probation Officer classifications to:
 1. Deputy Probation Officer I (B) (JCN 5701)
 2. Deputy Probation Officer II (B) (JCN 5702)
 3. Sr. Deputy Probation Officer (B) (JCN 5705); and
 4. Deputy Probation Officer Supervisor (B) (JCN 5710);
 - 5) Authorize the Chief Administrative Office the authority to approve laterally filling vacated Deputy Probation Officer (B) positions with Deputy Probation Officer (A) positions using the overfill/underfill process described in Personnel Rule 505;
 - 6) Direct staff to return to the Board to abolish the Deputy Probation Officer (B) classifications when operationally feasible; and
 - 7) Approve the waiver of any applicable recruitment requirements as necessary for any employees occupying an extra help classification of Deputy Probation Officer I/II or Deputy Probation Officer I/II - Institutions to be laterally reclassified as extra help to the corresponding level of Deputy Probation Officer I/II/III (A) classification.

FUNDING: Various.

DISCUSSION / BACKGROUND

Memoranda of Understanding (MOU)

The term of the current MOU between the County of El Dorado and the El Dorado County Probation Officers Association (Association) representing employees in the Probation (PR) Bargaining Unit, ended on December 31, 2022.

Pursuant to the Meyers-Milias-Brown Act (Government Code sections 3500 et seq.), representatives of the Association and the County have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment of employees in the bargaining unit. The County and Association jointly prepared a successor MOU, for the term of January 1, 2023, through December 31, 2025, 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 for benchmark classifications and internally tied non-benchmark classifications to (+/- 1%) of the median of the County's approved benchmark organizations. Provided the Board adopts the Deputy Probation Officer (DPO) classification consolidation, as detailed further, below, base wage scales for the DPO - Institution series classifications would first be brought up to be equal to the existing DPO (field) classifications, then all DPO classifications would receive the same equity increase. Estimated annual cost, after classification consolidation, of \$1,699,950.
2. Effective the first full pay period of July 2023, the County will increase base wages for all Unit classifications by 2.0%. Estimated annual cost, after classification consolidation, of \$225,750.
3. Effective the first full pay period of July 2024, the County will increase base wages for all Unit classifications by 2.0%. Estimated annual cost, after classification consolidation, of \$230,250.
4. Increase existing pay differential for Swing Shift (from \$0.75/hr to \$1.00/hr) and Graveyard Shift (from \$1.00/hr to \$1.25/hr). Estimated annual cost Increase \$8,300.
5. Increase existing pay differential for Bilingual assignment (from \$40/pay period to \$1.00/hr). Estimated annual cost Increase \$14,800.

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 prescribing the negotiated terms for the consolidation of DPO classifications (further detailed below), including base wages, reclassification, probationary periods, seniority, abolishment of the DPO - Institutions classifications, and planned abolishment of the DPO (field) - retitled as DPO (B) - classifications.
- Modification of existing salary status upon reemployment language to extend the eligible reappointment period from one to two years.
- Modification of existing language pertaining to salary step increases in order to clarify the timing of

movement from Step 1 to Step 2 of the salary range.

- Modification of existing language pertaining to work schedules to clarify the duration of the duty-free meal period.
- Modification of existing language pertaining to acting pay assignments to clarify the applicability of this MOU.
- Modification of existing language pertaining to holidays in order to remove language that otherwise restricted limited term employees from holiday pay eligibility.
- Modification of existing language pertaining to Medical, Dental & Vision Plan contributions to clarify eligibility for County contributions to premiums.
- Modification of existing language pertaining to Tahoe Differential for County-wide consistency.
- Modification of existing language pertaining to catastrophic leave to include eligibility for the death of an employee.
- Modification of existing language pertaining to reduction in force for County-wide consistency.
- Incorporation of an existing letter of agreement pertaining to employer-provided life insurance adopted November 15, 2022.

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

This MOU cancels all other previous agreements and shall otherwise supersede any policies, practices, or ordinance provisions, with which it may be in conflict, except for the letter of agreement adopted June 25, 2019, pertaining to the closure of the Juvenile Detention Facility in Placerville, which shall remain in full force and effect until it terminates on July 1, 2023. 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, 2025. Nothing contained in the MOU shall be applied on a retroactive basis unless specifically stated.

Classification Consolidation

Prior to the adoption of the most recent MOU, the Probation Department and Association worked closely together to conceptualize a consolidation of the existing DPO (field) and DPO-Institution classifications in order to improve operational flexibility. However, failing to reach mutual agreement on the impacts of such a consolidation, the Parties instead memorialized in that MOU an agreement to continue to negotiate the issue of consolidating the DPO (field) DPO-Institution classifications into a single, combined job classification series.

Those consolidation negotiations concluded concurrent with the agreement reached as part of this successor MOU. Therefore, the negotiated terms have been incorporated into the recommended successor MOU, but would only go into effect should the Board adopt the recommended consolidation.

Pursuant to the negotiated agreement, the County recommends the Board of Supervisors 1) adopt the consolidated classification series DPO I/II/III (A) and DPO Supervisor (A) (collectively, "DPO-A"); 2) laterally reclassify DPO-Institutions positions and their incumbents, vacant DPO (field) positions, and extra help incumbents to the commensurate level DPO-A classifications; and 3) retitle and amend the existing DPO (field) classification series to DPO I (B), DPO II (B), Sr. DPO (B), DPO Supervisor (B) (collectively, "DPO-B"), effective the first full pay period following the Board of Supervisors adoption of this successor MOU.

The consolidated DPO-A classifications enable the department to assign incumbents to the full spectrum of probation officer work, including field and/or institution assignments, at the discretion of the Probation Department. All sections of the class specifications were updated to better reflect the duties and responsibilities currently being performed and which encompass the duties of the DPOs that previously worked specifically in either the "Institutions" setting or in the "Field". The new DPO I/II/III (A) classification series will be flexibly staffed to include the advanced-journey "III" level, so that incumbents can move upward when they meet the qualifications of the higher classification in the series.

The DPO-A classification specifications effectively combine the existing specifications of the separate field and institutions classes and have education and experience qualifications closer to the current field class. As such, base wages for DPO-A classifications would be set and maintained equal to commensurate level retitled DPO-B classifications, given the new DPO-A classes would be comparable in duties and minimum qualifications to field work classifications in our compensation market.

MOU provisions for seniority and probationary periods would be commensurate with (and/or give credit for time spent in) the current DPO classification, such that employees reclassified to the new DPO-A and DPO-B positions would not lose any "time in class" benefits received in association with their existing classification title.

It is the intent of the Parties to allow incumbent DPO (field) employees to continue their dedicated field body of work as a retitled DPO-B. However, this is with the intent and agreement of the Parties to eventually have a single, consolidated DPO class series, that has the flexibility to be assigned as needed by the department to field or institution duty. Therefore, should a DPO-B position be vacated for any reason, including but not limited to voluntary resignation, retirement, promotion, transfer, etcetera, the vacated position shall be deleted, and replaced, upon Board approval, with a commensurate DPO-A allocation, using the overfill/underfill process described in Personnel Rule 505. As such, the Parties have agreed that no individual may be newly hired, rehired, or otherwise moved into (via promotion, demotion, transfer, etcetera), a DPO-B classification excluding those current DPO (field) position incumbents represented by the Association who would have their current position retitled to a commensurate level DPO-B position. The Parties have further agreed that once all allocated positions in a DPO-B classification are vacated and deleted, the DPO-B classification shall be abolished; staff will return to the Board at a future date to abolish the then-vacant DPO-B classifications, along with a recommendation to retitle DPO-A classifications to DPO (without the "A" identifier) as the sole DPO classification series.

In consideration of this intent, the County recommends that a currently vacant 1.0 FTE Deputy Probation Officer I/II (JCN 5701/5702) allocation and ~~vacant 1.0 FTE Supervising Deputy Probation~~

Officer (JCN 5710) allocation be deleted and reallocated as commensurate level DPO-A classifications

Further, the County currently has 1.0 FTE extra help DPO I/II, and 11.0 FTE extra help DPO-Institutions I/II. In order to facilitate the timely consolidation to the single class series and abolishment of the existing DPO-Institutions classifications, without negatively impacting current extra help incumbents, the County recommends the Board authorize a lateral reclassification of these extra help incumbents into commensurate level DPO I/II/III (A) classifications. As the Association does not represent extra help employees, this MOU and association provisions related to the classification consolidation, including reclassification, would not apply. In order to facilitate the transition of extra help at the same time as regular employees, the County recommends the Board waive any applicable personnel rules that would otherwise limit or restrict the lateral reclassification of extra help, including rules requiring competitive recruitment for the new class, such that the incumbent extra help can be reclassified effective the first full pay period following Board adoption of the classification consolidation changes.

ALTERNATIVES

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

The Board could choose not to adopt the classification consolidation, in which case all employees would remain in their existing classifications, with titles and job specifications unmodified. This would cost approximately \$416,850 less than the total estimated costs provided for in subsections 1-3 of the MOU background section, detailed above, as the DPO-Institutions base wage would not be brought up equal to DPO (field) and would get a lesser equity increase based on the DPO-institutions' benchmark data. However, this alternative is not recommended, as the consolidation will better meet the Probation Department's operational needs and improve staff recruitment and retention.

PRIOR BOARD ACTION

This successor MOU succeeds and replaces the MOU adopted by the Board of Supervisors on January 5, 2021, with Resolution 205-2021, Legistar item 21-0010.

OTHER DEPARTMENT / AGENCY INVOLVEMENT

El Dorado County Probation Officers Association

CAO RECOMMENDATION

Approve as recommended.

FINANCIAL IMPACT

The impact to for the remainder of Fiscal Year (FY) 2022-23 would be approximately \$730,750 in increased costs affecting only the Probation Department. It is anticipated that the Probation Department will be able to cover the increased costs with salary savings. The additional increased costs for increases implemented in Fiscal Year 2023-24 would be approximately \$225,750. The additional increased costs for increases implemented in Fiscal Year 2024-25 would be approximately \$230,250.

CLERK OF THE BOARD FOLLOW UP ACTIONS

- 1) The Clerk will obtain the signature of the Chair on the Resolutions; and,
- 2) Human Resources will provide the Clerk with three (3) original MOUs for the Chair to sign upon ratification by the Association; and
- 3) The Clerk will return one (1) copy of each executed resolution and two (2) original MOUs to Misty Garcia 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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