

El Dorado County and Local 1
2018 Reopener Negotiation & Impasse
County Response to Mediator's Package Concept
November 13, 2018

The County would agree to resolve the 2018 and 2019 reopener negotiations with Local 1 based on the following variation of the Mediator's Package presented to the County on October 11, 2018.

MOU Year 2 / 2018 Reopener

1. **Equity Adjustment**

Effective the first full pay period following Board of Supervisors adoption of the side letter that completes the negotiation, the County would agree to increase base wages for benchmark job classifications and classifications tied to those benchmarks to approximately 10.0% (+/- 1%) behind the market median utilized by the County based on the results of the 2018 benchmarks survey update, provided, however, that each classification shall receive at least a 1% base wage increase.

2. **Longevity Pay**

- 1) Individuals who have separated from County service and are subsequently re-hired and all future new employees will not be eligible for longevity pay.
- 2) Employees who were hired prior to the date the Board of Supervisors adopted the July 1, 2017 – June 30, 2020 MOU, and who are otherwise eligible for longevity pay upon completion of the required period of service, but who have not yet achieved the first longevity tier (5.0% after 10 years of service) will receive that longevity tier once they complete the required period of service. However, these employees will not be eligible for any further longevity pay advancement thereafter.

3) Employees who were hired prior to the date the Board of Supervisors adopted the July 1, 2017 – June 30, 2020 MOU, and who have achieved at least the first longevity tier, shall be allowed advancement in the tiers upon completion of the required period of service through the first day of the pay period including June 30, 2020. After the first day of the pay period including June 30, 2020, such employees shall be frozen in the tier they are eligible to receive and shall not be eligible for any further longevity pay advancement thereafter.

3. Limited Term Employees

Provide \$2,400.00 per person lump sum payment, minus applicable payroll deductions, for those who were limited term employees represented by this Unit when the Board of Supervisors adopted the July 1, 2017 to June 30, 2020 MOU and who continue to hold limited term status at this time.

4. EDC Administrative Fee

Amend Article 9, Section 1 as described in the County’s August 1, 2018 package proposal.

5. Holiday Pay

Amend Article 10, Section 1 as described in the County’s August 1, 2018 package proposal.

6. Contracting Out

Amend Article 3 as described in the County’s August 1, 2018 package proposal.

7. Tahoe Differential

Amend Article 7, Section 5 in the manner described in the update provided to Local 1 during the October 11, 2018 mediation. The MOU language would therefore be amended as follows:

“In recognition of limited choices of health care plans, providers, and associated costs in the Tahoe Basin, eligible employees shall receive a total of ninety-two dollars and thirty cents (\$92.30) biweekly; part-time

employees shall receive a bi-weekly total of forty-six dollars and fifteen cents (\$46.15).

Eligible employees are those employees who meet one of the following criteria:

1. The employee resides in the Tahoe Basin;
2. The employee resides outside of the coverage area for the County's HMO medical care plan (historically having an eastern boundary of Placerville) and the employee's primary work location is in the Tahoe Basin.

Employees not meeting one of these criteria shall not be eligible for this differential. For purposes of determining eligibility, an employee's residence shall be as documented by the physical home address on file with the Human Resources Department.

This differential shall only apply when an eligible employee is in paid status for a majority of their assigned hours in a pay period."

8. Boot Allowance

Amend Article 8, Section 5 as described in the County's August 1, 2018 package proposal.

9. Uniform Allowance

Amend Article 8, Sections 3 and 4 as follows:

Section 3 Sheriff's Office Employees - Uniforms and Meals

- A. Employees in the classification of Sheriff's Security Officer who are required to wear a County prescribed uniform, as assigned by the appointing authority, as a regular part of their duties, which the employee must buy and maintain, shall receive a uniform allowance of twenty-nine dollars and sixteen cents (\$29.16) paid twenty-four (24) pay periods per year (the first two pay days of each month). Employees in the Property – Evidence Technician classification series

who are required to wear a County prescribed uniform, as assigned by the appointing authority, as a regular part of their duties, which the employee must buy and maintain, shall receive a uniform allowance of twenty dollars and fifty-eight cents (\$20.58) paid twenty-four (24) pay periods per year (the first two pay days of each month). All other full-time employees assigned to any classification in the bargaining unit within the Sheriff's Office who are required to wear a County prescribed uniform, as assigned by the appointing authority, as a regular part of their duties, which the employee must buy and maintain, shall receive a uniform allowance of fourteen dollars and fifteen cents (\$14.15) paid twenty-four (24) pay periods per year (the first two pay days of each month).

Such employees shall be required to buy, maintain, and wear the County-prescribed uniform and comply with the Sheriff's Office policy related to wearing of such uniforms. The Uniform allowance shall be funded by the Sheriff's Office budget. In no way shall the application of this provision be construed to imply any expectation of performance in active law enforcement nor eligibility for benefits associated with law enforcement or correctional activities.

- B. Notwithstanding Section 3.A. above, uniforms or work clothes shall be provided to employees and replaced as necessary as determined by the Sheriff or designee.
- C. The County will provide to employees covered by this Agreement, who work in the Jail, one meal per shift if the employee is required to remain on-site during the meal period. The provided meal shall be the same meal which is prepared for inmates.

Section 4 Uniforms and Uniform Allowances

It is understood that the appointing authority retains the right to mandate the wearing of specific clothing when it addresses specific safety needs of the employee, the public and/or the department.

- A. Transportation employees assigned to work a majority of their assigned hours in the Soils Lab who are required to wear a County prescribed uniform, as assigned by the appointing authority, as a regular part of their duties, that the employee must buy and maintain, shall receive a uniform allowance of twelve dollars and forty-nine cents (\$12.49) paid twenty-four (24) pay periods per year (the first two pay days of each month).

- B. Transportation employees whose duty assignment primarily involves field work shall receive, upon request, six (6) uniform shirts. Transportation employees whose duty assignment primarily consists of office work and who perform only occasional field work shall receive, upon request, two (2) uniform shirts. Employees who receive uniform shirts shall be required to wear them in the performance of their field work duties. Uniform shirts shall be replaced as necessary as determined by the appointing authority or designee.”

MOU Year 3 / 2019 Reopener

1. Equity Adjustment

Benchmark classifications and related positions brought to approximately 8.0% (+/- 1%) of market based on the 2018 comparable agency survey.