

**Letter of Agreement
Between the County of El Dorado
and the
Operating Engineers Local Union No. 3
Representing Employees in the
Trades and Crafts (TC) Bargaining Unit**

Whereas, the Operating Engineers Local Union No. 3 (Union) represents employees in the Trades and Crafts (TC) bargaining unit, and

Whereas, the County of El Dorado (County) and Union (collectively “the Parties”) have previously executed a Memorandum of Understanding (MOU) governing the terms and conditions of employment between the County and employees in the TC bargaining unit, and

Whereas, the Parties have met and conferred in good faith regarding the contracting out of custodial bargaining unit work and conceptual reduction in force of Custodian classifications, and

It is therefore agreed by the Parties that:

1. The County shall delete all Custodian job classification allocations with the exception of Custodial Supervisor and lay-off employees in those job classifications. The County will therefore retain one (1) Custodial Supervisor. The County shall contract with third-party vendors to provide custodial services in County facilities. The remaining Custodial Supervisor will be responsible for managing the contracts.

Effective upon the date of approval of this agreement by the Board of Supervisors, employees in the TC bargaining unit that are subject to Paragraph 1, above, shall not be subject to Article 11 of the current MOU, except as expressly stated below, but shall instead be subject to the following provisions in its stead:

A. Effective Date of Lay-Off

The County will lay-off Custodians subject to Paragraph 1 on July 20, 2022. However, an employee seeking to separate from the County in lieu of layoff before July 20, 2022, must give the County at least sixty (60) days’ written notice of their desire to do so, in order to remain subject to Paragraph 1. The effective date of layoff for employees subject to Paragraph 1 who resign in lieu of layoff will be the date at least sixty (60) days following written resignation or July 20, 2022, whichever occurs first.

An employee who resigns prior to the effective date of layoff with less than sixty (60) days advance written notice shall be considered a voluntary separation not subject to Paragraph 1.

B. Highway Maintenance Worker I

1. In lieu of layoff, employees subject to Paragraph 1, may choose to become Highway Maintenance Worker I, effective July 16, 2022. Employees interested in becoming Highway Maintenance Worker I in lieu of layoff must submit an employment application to the Department of Human Resources no later than May 21, 2022. The Board of Supervisors shall waive any applicable competitive recruitment, eligibility list, and/or minimum qualification requirements under the County of El Dorado Personnel Rules to facilitate the Highway Maintenance Worker I appointment(s) in lieu of layoff.
2. Highway Maintenance Familiarization
 - a) The County will provide a tour of the DOT facilities to Custodians interested in becoming Highway Maintenance Worker I employees.
 - b) The County will also provide a “ride-along” opportunity for Custodians interested in becoming Highway Maintenance Worker I employees. County Department of Transportation will determine the timing and nature of the ride-along based on safety and County business needs.
 - c) The County will provide paid release time to Custodians for any scheduled work hours that they miss while participating in a tour and/or ride-along. The Union must provide seven (7) calendar days advanced written notice to the Human Resources Director of the participating Custodian(s) in order for the Custodian(s) to be eligible for the release time.
3. Highway Maintenance Worker I Probationary Period

Custodians moving to the Highway Maintenance Worker I classification will serve an at-will probationary period of twenty-six (26) biweekly pay periods.

C. Severance

The County will pay \$8,000 severance per Custodian at the time they are laid-off by the County and therefore separate from County employment.

For Custodians who become Highway Maintenance Workers I in lieu of layoff, the County will pay the \$8,000.00 severance to Custodians who subsequently separate from County employment, either voluntarily or

involuntarily, if they fail the probationary period for Highway Maintenance Worker I.

The County is flexible concerning how it pays severance within applicable tax laws. However, the County's Auditor/Controller staff must approve and administer any mechanism to convey severance other than a paycheck.

D. Reinstatement

Custodians laid-off by the County will have reinstatement rights for three years starting on their Effective Date of Lay-Off described below. The "Status of Restoration" provision in Article 11 will govern Custodian's accruals, seniority and other issues if the County reinstates their employment.

E. Unemployment Benefits

The County understands that employees laid-off or released from an at-will probationary period will have the right to apply for unemployment benefits. The County will not challenge those applications. However, the County may challenge employees seeking benefits under other circumstances, such as if they quit on their own initiative without providing notice as required by this agreement.

2. All members of the TC bargaining unit other than those subject to Paragraph 1 of this Agreement shall remain subject to Article 11 of the current MOU in its entirety, or upon the effective date of a successor MOU between the Parties, of the successor MOU in its entirety. This shall include any members of the TC bargaining unit who are subject to layoff or displacement due to layoff after the effective date of this Agreement for any reason other than the contracting out of custodial services.
3. Except as explicitly set forth above, all other terms and conditions of the MOU, remain in full force and effect.

FOR THE COUNTY

JOSEPH CARRUESCO

Joseph Carruesco
Director of Human Resources
Or Designee

Date: 4-12-22

FOR THE UNION

MICHAEL DE ANDA

Michael De Anda
Business Representative
Or Designee

Date: 4-12-22

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Board of Supervisors

Teri Paulin
Chair, Board of Supervisors

Date: 5/10/22

ATTEST: Kim Dawson

Clerk of the Board of Supervisor

Kyra Schaffly
By: Deputy Clerk

Date: 5/10/22