

Letter of Agreement
Between the County of El Dorado
and the
El Dorado County Employees' Association, Local No. 1, AFSCME Council 57
Representing Employees in the
General (GE), Professional (PL), and Supervisory (SU) Bargaining Units

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and the El Dorado County Employees' Association, Local No. 1, American Federal of State, County and Municipal Employees Council 57 (hereinafter referred to as "Union").

Whereas, Union represents employees in the General (GE), Professional (PL), and Supervisory (SU) bargaining units, and

Whereas, the County and Union (collectively "the Parties") previously executed a Memorandum of Understanding (MOU) governing the terms and conditions of employment between the County and employees in the GE, PL, and SU bargaining units, for the term of September 12, 2020 to September December 31, 2023, and

Whereas, the Parties have met and negotiated in good faith since August 29, 2023, and are currently negotiating in good faith a successor MOU, and

Whereas, the Parties have determined that a Letter of Agreement is necessary due to current economic circumstances and uncertainties while the Parties continue the good faith negotiation process for a successor MOU; and

Now, therefore, County and Union agree as follows:

- 1) **Term**: This Letter of Agreement continues the term of the current MOU while the Parties continue the good faith negotiation process for a successor MOU.
- 2) **Wages**: The first full pay period following Board of Supervisors adoption of this Letter of Agreement, the County will pay each employee who was and continues to be employed in a job classification included in the General, Professional, or Supervisory bargaining unit on the date the Board adopts this Agreement \$1,000.00 minus applicable payroll deductions as required by law.
- 3) **Presidential Release Time**: The County will allow the Union up to a cumulative total of three hundred (300) hours of presidential release time, as described in Article 4, Section 6, of the MOU, in fiscal year 2023/2024 on a one-time basis. The Union must submit a written request for use of any presidential release time at least ten (10) working days in advance and explain the purpose of the requested release time in meaningful detail.

4) **Holidays:**

- a. **Observance:** To clarify Article 10, Section 1 (C)(1) of the MOU, if an employee works a nonstandard (rather than a five-day, Monday through Friday) work schedule, official County holidays as identified in Article 10, Section 1(A) of the MOU shall be observed as follows:
 - i. If the official County holiday falls on the employee's first regular day off, the County holiday shall be observed the preceding work day in lieu.
 - ii. If the official County holiday falls on the employee's second or later regular day off (if the employee has three [3] or more days off in a row), the official County holiday shall be observed the following work day in lieu.

- b. **Personal Leave:** Effective the second full pay period following Board of Supervisors adoption of this Letter of Agreement, the Parties agree to add the following Personal Leave for members of these bargaining units; such leave is in addition to, and does not otherwise replace or amend, existing Holiday or Leave provisions of the MOU:

Regular full-time employees who were hired on or before pay period 01 of 2024 will receive sixteen (16) hours of Personal Leave the second full pay period following Board adoption of this side letter. Regular, full-time employees shall be credited sixteen (16) hours of Personal Leave time in pay period 01 of each year thereafter.

Newly hired regular employees (hired after pay period 01 but before pay period 13) shall be entitled to eight (8) hours of Personal Leave time in their first year of employment. This time will be credited in pay period 13 of the new employee's first year.

Regular Part time employees shall receive this Personal Leave time on a pro-rated basis in proportion to the employee's Full-Time Equivalency (FTE).

Personal Leave shall be taken at a time agreeable to both the employee and the appointing authority.

Personal Leave will not be considered holidays for payroll purposes. Personal Leave time must be used by the last day in pay period 26 and is not subject to the payoff provisions. Any unused Personal Leave time will be lost.

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FOR THE COUNTY

Joseph Carruesco

Joseph Carruesco
Director of Human Resources
Or Designee

Date: 3-27-24

Board of Supervisors

Wendy Thomas

Chair, Board of Supervisors

Date: 4/9/24

ATTEST: Kim Dawson
Clerk of the Board of Supervisor

Lena Schaub

By: Deputy Clerk

Date: 4/9/24

FOR THE UNION

Tina Acree
for

Tina Acree
Business Agent, AFSCME Council 57
Or Designee

Date: 3/27/24

Jennifer Rimoldi

Jennifer Rimoldi, President

Date: 3/27/24