

**Letter of Agreement
Between the County of El Dorado
and the
El Dorado County Probation Officers Association
Representing Employees in the
Probation (PR) Bargaining Unit**

Whereas, the El Dorado County Probation Officers Association (Association) represents employees in the Probation (PR) bargaining unit, and

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

Whereas, the Parties negotiated and reached agreement on terms, including those specified in the MOU, for the planned abolishment of the Deputy Probation Officer (DPO) I (B), II (B), SR (B), and Supervisor (B) classifications (collectively “DPO-B”) and retitling of the DPO I/II/III (A) and Supervisor (A) (collectively “DPO-A”), so that only a single, consolidated DPO classification series would remain; and

Whereas, employees in the PR bargaining unit were offered a one-time opportunity to voluntarily request lateral reclassification to a commensurate level DPO-A classification, but the deadline to do so preceded the adoption of the MOU out of administrative necessity; and

Whereas, the Parties have a mutual interest in offering an additional opportunity for employees in the PR bargaining unit to voluntarily request lateral reclassification to a commensurate level DPO-A classification as lateral reclassification from DPO-B to DPO-A classifications furthers the Parties’ interest in progressing towards a single DPO classification series consolidation and planned abolishment of DPO-B classes;

It is therefore agreed by the Parties that:

- A. Incumbent Deputy Probation Officer (DPO) I (B), II (B), SR (B), and Supervisor (B) (“DPO-B”) classification employees who wish to be laterally reclassified to a commensurate-level DPO I/II/III (A) or Supervisor (A) (“DPO-A”) classification, must provide their written request to Human Resources, via LRU@edcgov.us, no later than June 2, 2023. After this deadline, anyone else wishing to transition to a DPO-A classification must do so through the competitive recruitment process.

As soon as administratively feasible, the County shall recommend to the Board of Supervisors that it laterally reclassify, and waive competitive recruitment and selection for, an employee who voluntarily requests reclassification pursuant to paragraph 1, provided the employee meets the minimum qualifications required for the new classification.

- B. Effective the first full pay period following Board of Supervisors' adoption of this Letter of Agreement, Article 5, Section 3, Subpart E, of the MOU shall be amended as follows:

Section 3. Classification Consolidation (E)

- E. For the sole and exclusive purposes of determining reduction in force retention points, shift selection seniority, and right of return to a position following rejection during secondary probation (or displacement due to another employee exercising right of return), DPO-B classes shall be treated as one class with their DPO-A counterparts, regardless of flexible-staffing. Therefore, DPO Supervisor (B) shall be treated as the same class as DPO Supervisor (A), and DPO I, II, SR (B), shall be treated as the same class as DPO I/II/III (A) for calculation of seniority/retention points; employees who promote to DPO II/III (A) or DPO Supervisor (A) from a DPO-B classification shall be able to exercise "right of return" to a DPO-A classification that is of commensurate level to the DPO-B classification held at the time of promotion to the DPO-A classification.

Notwithstanding anything to the contrary in this MOU, should a reduction in force occur resulting in the layoff or displacement of a DPO-A incumbent, the lowest seniority commensurate level DPO-B incumbent may be re-assigned to work in an institution in order to ensure required staffing levels and institution operational needs are met, at the sole discretion of the appointing authority. The appointing authority may instead assign a lower level, lowest seniority DPO-B to work in an institution, when, in the appointing authority's discretion, such assignment would sufficiently meet required staffing levels and institution operational needs. Such assignment of a DPO-B to replace a laid off or otherwise displaced DPO-A to work at an institution shall not be subject to grievance or appeal.

- C. Effective the first full pay period following Board of Supervisors' adoption of this Letter of Agreement, Article 10, Section 1, Subpart (B)(2), of the MOU shall be amended as follows:

2. Probationary Period Not Required

A probationary period shall not be required upon involuntary demotion; upon displacement resulting from layoff, or release from probation after promotion where time in higher and lower level classes satisfies the required probationary period at the lower level; upon reclassification from a DPO field, institution, and/or DPO-B classification to a commensurate level DPO-A classification where the total time worked by the employee in both the commensurate level DPO field,

Institution, and/or DPO-B and DPO-A classifications satisfies the required probationary period; upon voluntary demotion to a position in a class in the same class series when the employee has completed the required probationary period in a higher level class; upon promotion to the higher classification(s) in established flexibly-staffed positions in the personnel allocation list, provided the employee has completed the probationary period in the lower classification. If the employee has not completed the probationary period in the lower classification, or commensurate DPO-A level classification, the probationary period will continue until the employee has worked the required number of pay periods in the position, upon transfer to a position in the same (or commensurate-level DPO-A) class in the same department; upon transfer of the employee to a position in the same class in a different department when the employee has previously achieved permanent status in the class except where the appointing authority and employee concur on a probationary period not to exceed thirteen (13) pay periods; upon restoration resulting from a layoff to their former position or lower position in their class series where the employee had completed a probationary period; upon reclassification to a classification in which the incumbent is Y-rated.

FOR THE COUNTY

JOSEPH CARRUESCO

Joseph Carruesco
Director Of Human Resources
Or Designee
Date: 4-26-23

FOR THE ASSOCIATION

Shaun Du Fosee

Shaun Du Fosee
Labor Representative
Or Designee
Date: 4/26/2023

Board of Supervisors

Wendy Thomas

Chair, Board of Supervisors
Date: 5-16-23

ATTEST: Kim Dawson
Clerk of the Board of Supervisor

Kim Dawson
By: Deputy Clerk

Date: 5-16-23

