

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

Whereas, El Dorado County ("County") and the El Dorado County Employee's Association, Local No. 1 ("Local 1") (collectively "the Parties") have previously executed a Memorandum of Understanding ("MOU") governing the terms and conditions of employment, including reductions in force between the County and employees in the General (GE), Professional (PL) and Supervisory (SU) bargaining units; and

Whereas, the language in Article 12 of the MOU sets forth the mechanism for the County to implement a reduction in force due to program or organizational changes resulting in a surplus of employees, and/or elimination of a specific program or service, and

Whereas, on November 4, 2014 the El Dorado County Board of Supervisors executed an agreement with Telecare to transfer responsibility for operation of the Psychiatric Health Facility (PHF) operations from the County to Telecare, and

Whereas, it is anticipated that the operations of the PHF will be transferred to Telecare on or about February 1, 2015, and

Whereas, the transfer of operations to Telecare will result in a reduction of force for the County employees currently assigned to the PHF; and

Whereas, the County Board of Supervisors, Health and Human Services Agency (HHSA) and Local 1 all wish to retain all employees currently assigned to the PHF, including probationary employees, as employees of HHSA to the maximum extent possible;

It is therefore agreed by the Parties that:

1. The methodology set forth in Article 12 of the MOU shall be followed in redeployment of the PHF workforce.
2. HHSA management, in coordination with the Human Resources Department, Local 1, and the employees, will facilitate redevelopment of the PHF staff to unfilled positions in HHSA to the maximum extent feasible, including, when possible, leaving positions in other divisions that PHF employees are qualified to fill vacant until the PHF operations are transferred
3. Employees will need to meet the minimum qualifications in order to be assigned to a vacant position.
4. Some employees may be placed in positions with reduced compensation from the compensation paid to them as PHF employees in lieu of being laid off; to the extent this is

necessary. it shall be done in accordance with MOU Article 12(D)(1).

5. Employees who have not successfully completed probation at the time of their transfer or demotion shall be subject to the probationary conditions set forth in Article 11 of the MOU.

6. Local 1 agrees and understands, and has explained to potentially affected members, that employees who are potentially being placed in Merit positions rather than Civil Service positions may, in order to comply with Merit placement rules, be served with an official layoff notice.

7. Local 1 agrees and understands, and has explained to potentially affected members, that if a PHF employee on a specific classification possesses more retention points in that classification than an employee working in another division of HHSA, the County shall use the methodology set forth in Article 12(C) to calculate retention points. The reduction in force might, therefore, result in the transfer or demotion of employees not currently assigned to the PHF.

FOR THE COUNTY



Pamela Knorr
Director of Human Resources

Date: 11/17/14

Chairman, Board of Supervisors



Norma Santiago, Chair

Date: 11-17-14

FOR THE UNION



Jere Copeland
Executive Director, Local 1

Date: 11/20/14

ATTEST: James Mitistrin
Clerk of the Board of Supervisor



By: Deputy Clerk

Date: 11-17-14