

**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**

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

Whereas, the County of El Dorado (County) and EDCPOA executed a Memorandum of Understanding (MOU) for the period of July 1, 2016 to December 31, 2019, and

NOW, THEREFORE, County and EDCPOA agree to amend the MOU as follows:

**Article 6. Section 2.** Overtime (Subsection C)

- C. Compensation: Overtime required by the FLSA shall be compensated at one and one-half (1 ½) times the employee's regular rate of pay, or at the employee's request and with the department's approval, compensatory time off (CTO) accrued at the rate of one and one-half (1 ½) hours off for each FLSA overtime hour worked. Overtime not required by the FLSA, also known as contract overtime, shall be compensated at one and one-half times the employee's base hourly rate of pay, and shall not be eligible for CTO in lieu.

**Article 6. Section 4.** Call-Back Compensation (Subsections D – F)

- D. "Call-back" time shall be paid as premium compensation at time and one-half of the employee's base hourly rate of pay.
- E. The two hour minimum shall apply only when an employee is required to physically return to work (e.g. leave home or another off duty location) in order to perform required duties. An employee who performs work after regular work hours, but who is not required to leave home, shall be compensated at the premium rate for actual time worked.
- F. Call-back provisions, including the two hour minimum, shall not apply if an employee is called to work within one hour of their normal starting time. If an employee is called to work within the one hour prior to their normal starting time, they shall be compensated under normal FLSA overtime provisions.

**Article 9. Section 1.** Holidays (Subsections D, F)

- D. If a regular full-time or part-time employee is required to work on an official County holiday or observed holiday in lieu, the employee shall be paid premium compensation at

time and one-half of their base hourly rate of pay for all hours actually worked on the holiday, in addition to holiday pay as provided in Sections 1.E. and 1.F.

- F. Regular part-time employees shall be entitled to holiday pay as described above in proportion to the employee's Full-Time Equivalency (FTE), not to be compounded and not to exceed eight (8) hours for any one (1) day.

**Article 10. Section 5.** Closure of County Buildings Policy

- E. Notwithstanding Article 6, Section 2, during a temporary closure of County buildings as determined by the Chief Administrative Officer, those regular employees who are still required to work as part of essential services, as defined by the Chief Administrative Officer, will receive premium compensation at time and one-half the employee's base hourly rate of pay for those hours actually worked during designated closure.

FOR THE COUNTY

FOR THE UNION

\_\_\_\_\_  
Charlotte Clarke  
Labor Relations Manager  
Or Designee

\_\_\_\_\_  
Shaun Du Fosee  
EDCPOA  
Or Designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Board of Supervisors

ATTEST: James Mitrisin  
Clerk of the Board of Supervisor

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
By: Deputy Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_