

**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 (EDCPOA) represents employees in the Probation (PR) bargaining unit, and

Whereas, the County of El Dorado (County) and EDCPOA (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 PR bargaining unit, and

Whereas, the County Board of Supervisors has provided approval for the closure of the Juvenile Detention Facility in Placerville, effective June 30, 2019, and approval for a reduction in force commensurate with the closure of the Juvenile Detention Facility in Placerville, and

It is therefore agreed by the Parties that:

1. Effective June 30, 2019, the date of actual closure of the Juvenile Detention Facility in Placerville, employees in the PR bargaining unit that are either 1) laid off, 2) displaced due to layoff, 3) voluntary demoted in lieu of layoff, and/or 4) who takes a voluntary layoff as a result of geographical re-assignment resulting from the closure of the Juvenile Detention Facility in Placerville, shall be subject to the following provisions notwithstanding any contrary provisions of the current MOU:

A. Continuation of Health/Dental Plan – Reduction in Force

An employee who has been laid off, or separated as a result of displacement due to layoff, due to the closure of the Juvenile Detention Facility in Placerville, who, at the time of layoff or displacement participated in a County-sponsored health/dental plan, shall continue to be eligible for coverage under the applicable health/dental plan, notwithstanding the employee's ineligibility under the MOU and/or applicable rules or County policies due to such absence. Coverage shall continue for a period up to three (3) full calendar months from the date the employee is laid off or displaced (i.e. an employee laid off in June will be eligible for continuation of health/dental benefits through the last day of September). Such continuation of coverage is contingent upon the employee who has been laid off or displaced pre-paying the “employee” contribution in full each month proceeding the month of coverage, as set forth below.

The employee who has been laid off or displaced must pay directly to Human Resources Department, or to location as County otherwise directs, the full

amount of employee contribution each month, or balance thereof of any employee contribution that was not otherwise paid in full as an employee pay check deduction, in order to retain benefit coverage under the County-sponsored health/dental benefit plan. The County shall bill the employee who has been laid off or displaced for the employee contribution the month preceding the coverage month; the bill must be paid in full by the last day of the month billed. Failure to remit payment, in full, by the last day of the month preceding coverage will result in a cancellation of coverage.

Upon receipt of the employee's contribution, the County shall contribute the same amount toward the health/dental plan premiums for the employee laid off or displaced and that employee's dependents as would be contributed on behalf of other employees in the same classification and bargaining unit as held by the employee immediately preceding the layoff or displacement.

Once cancelled, County contribution to a County-sponsored health/dental plan will not be restored and this benefit shall be forfeit. Upon termination of this benefit, the employee who was laid off or displaced may elect COBRA benefits, at his or her own cost, for up to 18 months.

Upon conclusion of the three (3) month period, or the employee's reemployment with the County, whichever date occurs first, the standard provisions of Article 8 of the MOU shall apply with full force and effect.

B. Order of Layoffs

Layoffs due to the closure of the Juvenile Detention Facility in Placerville will be determined based on an inverse order of retention points computed as per the MOU's provisions by the classification within the individual department. Any required reduction in the number of employees shall be in the following order within the same classification:

- (1) Probationary employees serving an initial probation period,
- (2) Regular (civil service status) part-time,
- (3) Regular (civil service status) full-time employees.

C. Restoration

Names of employees with regular civil service status who are subject to Paragraph 1 of this Agreement will be placed on an appropriate restoration list for their classification and department in order of retention points. The list will extend for a period of four (4) years, and will expire June 30, 2023. Employees shall also have restoration rights to a successor classification which has replaced the classification for which the person previously held civil service status, provided that the duties have remained materially the same. This list shall be maintained in the Department of Human Resources.

1. Three refusals to accept restoration from a departmental restoration list will remove the eligible individual's name from that list unless the offer of restoration is in excess of twenty five (25) miles from the geographical location of the position from which the employee was laid off.
2. A person notified of an offer of restoration must respond within ten (10) working days from the proof of service date. Offers of reemployment shall be sent by USPS Priority mail to the last address on file in the Department of Human Resources. It is the employee's responsibility to ensure that a current address is provided to Human Resources.

D. Employment as Extra Help

An employee who has been laid off, or separated as a result of displacement due to layoff, due to the closure of the Juvenile Detention Facility in Placerville and who, while on a restoration list for their classification and department, is reemployed as an extra help employee in a classification represented by this Unit, shall get priority consideration for available work hours, excluding overtime, over similarly qualified and classified extra help employees who were not subject to Paragraph 1 of this agreement. The appointing authority or designee shall have sole discretion to determine which extra help employees are similarly qualified and classified. Nothing in this subparagraph shall be construed as a waiver or alteration of County Rights identified in Article 3 of the MOU, including but not limited to the right to manage and direct its business and personnel, to determine the number of employees needed, and to schedule work hours and shifts. This provision shall automatically expire at such time a Juvenile Detention Facility in Placerville is reconstructed and opened for business or upon the County's determination that a Juvenile Detention Facility in Placerville will not be constructed.

E. Status on Restoration

An employee who has been laid off, or separated as a result of displacement due to layoff, due to the closure of the Juvenile Detention Facility in Placerville, and is subsequently restored to their former classification on or before June 30, 2023, shall receive the following considerations and benefits:

1. All sick leave credited to the employee's account when laid off or otherwise separated shall be restored, unless the employee received compensation for such sick leave at the time of the layoff separation.
2. All Retention Points held upon layoff separation shall be restored.
3. All prior service shall be credited for the purpose of determining sick leave and vacation earning rates, longevity pay increases, and time in step.

4. The employee shall be placed on the step of the salary range that was held at the time of the layoff separation.

2. All members of the PR bargaining unit other than those subject to Paragraph 1 of this Agreement shall remain subject to the terms 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 PR 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 closure of the Juvenile Detention Facility in Placerville.

3. This Agreement shall terminate on July 1, 2023.

4. Except as explicitly set forth above, all other terms and conditions of the MOU, remain in full force and effect.

FOR THE COUNTY

FOR THE ASSOCIATION

 Tameka Usher
 Human Resources Director
 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: _____