

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 term of July 1, 2017 to September 11, 2020, and

Whereas, the Parties are currently negotiating in good faith a successor MOU, and

Whereas, on April 13, 2021, the County Board of Supervisors approved a reduction in force (RIF) for 2.0 Full-Time Equivalent (FTE) Community Health Advocate allocations in the Health and Human Services Agency (HHS) effective June 30, 2021 (the "HHS RIF"), and

Whereas, the County is recommending the Board add 2.0 FTE Community Health Advocate allocations to the Library effective July 1, 2021, and

Whereas, Article 12, Reduction in Force, Section D. Layoff Privileges, Subsection 3, currently only permits employees scheduled to be laid off to transfer or demote to positions in other departments *prior* to the schedule layoff effective date; and

Whereas, the Parties wish to permit a seamless transfer of the existing Community Health Advocate employees from the HHS to the Library, even though the HHS allocations will be eliminated one day before the Library allocations will become effective.

NOW, THEREFORE, County and Union mutually agree as follows:

1. Notwithstanding anything to the contrary in Article 12(D)(3) of the MOU or any other County policy, agreement, or resolution, the 2.0 FTE Community Health Advocate incumbents subject to the HHS RIF shall be permitted to transfer to the Library the calendar day following the RIF, subject to the Board's adoption of the Library's Community Health Advocate allocations. This transfer shall not be considered a break in service for the affected employees for any purpose, and the affected employees shall be

deemed to be in continuous service throughout this transfer.

2. When an employee subject to paragraph one (1) transfers or demotes in accord with provisions of this Article, the employee shall be required to serve a new full twelve (12) pay period probationary period. Should the new probationary period result in the employee's rejection during probation, the employee shall not be required to forfeit their status on any layoff list.
3. All members of the GE, PL, and SU bargaining units other than the 2.0 FTE Community Health Advocates subject to the June 30, 2021 HHSA RIF 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 GE, PL, and SU bargaining units who are subject to layoff or displacement due to layoff after the effective date of this Agreement for any other reason other, as well as the 2.0 FTE Community Health Advocates subject to the June 30, 2021 HHSA RIF except as solely related to the transfer described in paragraph 1 of this Agreement.
4. Except as explicitly set forth above, all other terms and conditions of the MOU, remain in full force and effect.

FOR THE COUNTY

Joseph Carruesco
Interim Human Resources Director
Or Designee

Date: _____

Board of Supervisors

Chair, Board of Supervisors
Date: _____

FOR THE UNION

Roland Becht, Business Agent
AFSCME Council 57
Or Designee

Date: _____

ATTEST: Kim Dawson
Clerk of the Board of Supervisor

By: Deputy Clerk
Date: _____