

Attachment A1

Dated May 1, 2001

Agreement between the parties to re-establish the rotational investigator assignments in Placerville to be considered as temporary one year assignments receiving the 5% Detective Pay differential and at the conclusion of the one year assignment the deputies re-assignment back to patrol and resultant loss of detective pay shall not be considered "punitive", is automatic, and is not subject to any administrative review or appeal.

COUNTY OF EL DORADO HUMAN RESOURCES DEPARTMENT



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Kathryn Libicki, Director
Edward J. Takach, Deputy Director

May 1, 2001

Mr. Doug Pullen, President
El Dorado County Deputy Sheriff's Assn.
300 Fair Lane
Placerville, CA 95667

RE: Re-establishment of Rotational Investigator Assignments In Placerville

Dear Mr. Pullen:

This letter is to confirm the agreement reached between the County of El Dorado and the El Dorado County Deputy Sheriff's Association (DSA) regarding the re-establishment of the rotational assignment of Deputies from Patrol to Investigations.

Specifically, it is agreed as follows:

1. As a result of available staffing, the Sheriff's Office has re-established a Rotating Investigative Assignment. Such assignment from Patrol or other duties shall be considered a temporary assignment.
2. At the discretion of the Sheriff or his designee, the Sheriff's Office may increase the number of Rotating Investigative Assignments in Placerville, or establish Rotating Investigative Assignment(s) at South Lake Tahoe.
3. The duration of the rotating assignment shall be one year. At the discretion of the Sheriff or his designee, an employee could be eligible for an additional temporary rotation if a minimum of twelve (12) months had elapsed since the last time the employee completed a Rotating Investigative Assignment.
4. During the one-year assignment, deputies so assigned shall be eligible to receive Detective Pay. The parties agree that the assignment is temporary, and at the conclusion of the one-year assignment the employee shall be re-assigned back to patrol. The re-assignment and resultant loss of detective pay shall not be considered punitive, or a reduction in rank or compensation pursuant to Section 1103 et seq of the El Dorado County Personnel Management Resolution No. 228-84. The re-assignment at the conclusion of the temporary assignment is automatic and is not subject to any administrative review or appeal.

Mr. Doug Pullen
Rotating Investigator Assignment
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5. If, during the one-year assignment, deputies are temporarily re-assigned back to patrol or other duties due to insufficient patrol staffing levels or other reasons based on operational need, such deputies shall continue to receive Detective Pay during such temporary re-assignment.
6. Employees assigned to the Rotating Investigative Assignment shall not be eligible for on-call pay or a take-home County vehicle. This provision does not prevent a supervisor from authorizing the call-back of an employee assigned to the Rotating Investigative Assignment at his/her discretion.

This agreement memorializes and constitutes the entire agreement and understanding between the parties as to all matters referred to or included herein, and supersedes and replaces all prior negotiations, proposed agreements, whether written or oral.

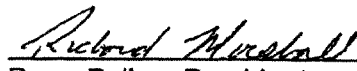
If this is your understanding of the agreement reached, please sign as indicated below and return one copy to my office. I have enclosed an additional copy with an original signature for your files.

Sincerely,



Edward J. Takach, Deputy Director
Human Resources Department

AGREED TO:



Doug Pullen, President
El Dorado County Deputy Sheriff's Assn.

5-2-01
Date

Attachment A2

Dated October 24, 2005.

Letter of Understanding in regard to Sheriff's Jail Transportation Unit.

October 24, 2005

**LETTER OF UNDERSTANDING AMENDING
THE AGREEMENT BETWEEN THE
COUNTY OF EL DORADO
AND
THE EL DORADO COUNTY DEPUTY SHERIFFS' ASSOCIATION (DSA)
REPRESENTING EMPLOYEES IN THE
LAW ENFORCEMENT (SA) BARGAINING UNIT**

This letter memorializes the agreement between the County of El Dorado, the County's Sheriff's Department and the El Dorado County Deputy Sheriffs' Association (DSA), representing employees in the Law Enforcement (SA) bargaining unit to amend the Memorandum of Understanding (MOU) under the term of December 12, 2000 to December 31, 2007. The amendment to the MOU is as follows:

All parties support the need to improve the efficiency and effectiveness of the Department's Jail Transportation Unit, while ensuring the safety of the Department's employees and the members of the general public. In anticipation of the proposed construction of a new court facility adjacent to the existing Placerville Jail facility, and of the construction of a secured corridor connecting both structures, the above parties agree to the restructure the Sheriff's Department's Jail Transportation Unit, as follows:

- (1) The Sheriff's Jail Transportation Unit, upon completion of a designated transitional phase, will be maintained as a "blended" unit staffed by both Deputy Sheriff and Correctional Officer personnel;
- (2) Correctional Officer personnel shall be integrated into the Jail Transportation Unit (JTU) over a transitional period of eighteen (18) months;
- (3) Deputy Sheriff personnel assigned to the JTU on or before January 1, 2005 shall assist the Department in the training of Correctional Officer transportation personnel, and shall not be removed from assignment (unless for disciplinary purposes and consistent with 3300 G.C. and DSA MOU) to the JTU prior to January 1, 2007. During the transitional period, Deputy Sheriff personnel assigned to the JTU will be encouraged by all parties to seek reassignment opportunity to other departmental positions for which they might be qualified. Subsequent to that date, reductions in staffing shall be made by the Sheriff on the basis of departmental time in service, with the reassignment of least senior personnel first, and subject to the minimum staffing levels contained in this agreement;
- (4) Correctional Officer personnel will receive adequate training as determined by 832 Penal Code and departmental standards to safely assume responsibility for

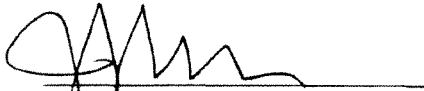
both the internal and external movement of jail inmates between the Placerville Jail facility and other locations both inside and outside of El Dorado County boundaries;

- (5) Correctional Officer personnel, once trained, shall assume primary responsibility for securing and maintaining jail inmates who are admitted to hospital or psychiatric care facilities;
- (6) Deputy Sheriff personnel shall maintain primary responsibility for external transportation of jail inmates to and from all of the following: local court facilities, places of medical and dental appointment, psychiatric treatment facilities, state prisons, federal penitentiaries, and all other court buildings, agencies or facilities inside or outside the County of El Dorado;
- (7) Deputy Sheriff personnel will maintain primary responsibility for transportation of jail inmates between the Placerville and South Lake Tahoe Jail facilities;
- (8) Correctional Officer personnel shall be deployed to external transportation duties, both within and outside the County of El Dorado, when accompanied by a Deputy Sheriff assigned to the same transportation detail;
- (9) In the event of exigent circumstances, the Sheriff or his designee may direct a particular transportation detail be completed by paired Correctional Officer personnel, without the requisite deployment of an accompanying Deputy Sheriff;
- (10) For the purposes of this agreement, "exigent circumstances" shall be defined as immediate, abnormal and unanticipated operational needs requiring the deployment of personnel above normal staffing levels, and for duties that may not effectively be rescheduled to another date or time. The need for overtime to manage an operational need shall be considered an "exigent circumstance";
- (11) Deputy Sheriff personnel assigned to work within the JTU shall be supervised only by a full-time, sworn sheriff's officer of superior rank;
- (12) Upon completion of the transitional phase, a designated number of sworn Deputy Sheriffs shall be maintained within the JTU as necessary to carry out the duties identified within this agreement. In any case, no fewer than three (3) sworn Deputy Sheriffs will be actively assigned to the unit;
- (13) For the purposes of this agreement, one of the three positions as set forth under Section 12 may be filled by a sworn Sheriff's Sergeant, designated as a "working supervisor";
- (14) Provisional ("extra help") Deputy Sheriff personnel shall not be considered in calculating minimum staffing levels as set forth under Sections 12 and 13;
- (15) In the event the department, as the result of employee retirements, separation from county service, promotion or voluntary transfer from the JTU, cannot maintain

minimum staffing levels as specified herein, the Sheriff shall replace positions formerly held by Deputy Sheriff personnel with Correctional Officer personnel, subject to the all of following requirements:

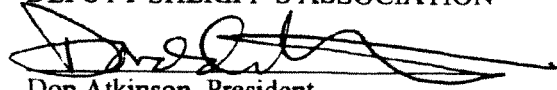
- (a) The Department responds to such vacancy of position by the reasonable announcement and posting of application for the vacant position to other Deputy Sheriff personnel, consisting with the established selection policy;
- (b) Said application period is open for a minimum of thirty days; and,
- (c) No qualified Deputy Sheriff employee submits an application for assignment to the JTU during the application period.

COUNTY OF EL DORADO



Joanne Narloch,
Interim Director of Human Resources

EL DORADO COUNTY
DEPUTY SHERIFF'S ASSOCIATION



Don Atkinson, President


Jeff Neves, Sheriff