

**Letter of Agreement
Between the County of El Dorado
And The
El Dorado County Deputy Sheriffs' Association**

Whereas, El Dorado County ("County") and the El Dorado County Deputy Sheriffs' Association ("DSA") (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 Deputy Sheriffs' Association bargaining unit; and

Whereas, the language in Article 5, Section 12 of the MOU sets forth the conditions for eligible employees to receive additional compensation for care of their assigned canines; and

Whereas, as part of negotiations for a successor Memorandum of Understanding, the Parties have exchanged proposals that clarify who is eligible to receive compensation pursuant to Article 5, Section 12; and

Whereas, negotiations for a successor Memorandum of Understanding are ongoing, but the Parties have agreed that the County's proposed revision to Article 5, Section 12 should be immediately effective with respect to members of the DSA within the District Attorney's Office that are, as of the effective date of this Agreement, assigned a canine for work-related purposes and who are responsible for providing care for such canine;

It is therefore agreed by the Parties that:

1. Effective February 2, 2019 (Pay Period 4), and made retroactive if final execution of this Letter of Agreement ("Agreement") by the Parties occurs after this date, members of the DSA within the District Attorney's Office that are assigned, as of the effective date of this Agreement, a canine for work-related purposes and who are responsible for providing care for such canine shall not be subject to Article 5, Section 12 of the current MOU, but shall instead be subject to the following provision in its stead:

Employees available and assigned by the Appointing Authority to the Canine Officer Program shall receive an additional \$70 per pay period. The County shall pay, on a claim basis, incurred expenses, for the dogs, directly to the appropriate providers. Employees available and assigned by the Appointing Authority to this Program shall receive 3.5 hours per week, paid at overtime rates, for the off duty care and training of the dog. The County shall pay such employees only when assigned to this program. This program shall be limited to nine (9) Canine Officer Dog Handlers.

Required qualifications and assignment as a Canine Officer shall be made at the sole discretion of the Appointing Authority. The duties and responsibilities of Canine Officer and the activities that constitute "dog handling" shall also be at the sole discretion of the Appointing Authority. When such assignment is

terminated at the discretion of the Appointing Authority for non-disciplinary reasons, and the employee is no longer entitled to Canine Officer pay, such loss of Canine Officer pay shall not be considered a "punitive action" under the Public Safety Officers Procedural Bill of Rights Act (Government Code Section 3300 et. seq.), and is not subject to appeal or grievance.

2. All members of the DSA other than those subject to Paragraph 1 of this Agreement shall remain subject to Article 5, Section 12 of the current MOU in its entirety. This shall include any members of the DSA within the District Attorney's Office that are assigned a canine for work-related purposes after the effective date of this Agreement but before the effective date of any successor Memorandum of Understanding between the County and the DSA.
3. This Agreement shall terminate upon the effective date of a successor Memorandum of Understanding between the County and the DSA, the terms of which shall then be applicable to all DSA members.
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 UNION

Tameka Usher
Director of Human Resources

Todd Crawford
President

Date: _____

Date: _____

Board of Supervisors

ATTEST: James Mitistrin
Clerk of the Board of Supervisor

Sue Novasel, Chair

By: Deputy Clerk

Date: _____

Date: _____