Letter of Agreement Between the County of El Dorado and the

Operating Engineers Local Union No. 3 Representing Employees in the Corrections Bargaining Unit

Whereas, the Operating Engineers Local Union No. 3 (Union) represents employees in the Corrections (CR) bargaining unit, and

Whereas, the County of El Dorado (County) and Union (collectively "the Parties") have a Memorandum of Understanding (MOU) governing the terms and conditions of employment between the County and employees in the CR bargaining unit, and

Whereas, the Parties have met and conferred in good faith regarding the establishment of a corrections Canine Officer Program within the Sheriff's Office, and

It is therefore agreed by the Parties that, effective the first full pay period following approval of this agreement by the Board of Supervisors:

Canine Officer Program

A. Employees available and assigned by the appointing authority to the Canine Officer Program shall receive seventy dollars (\$70) per pay period. In addition, such employees shall receive three and one-half (3.5) on-duty hours per week for the regular and consistent board, training, and maintenance of the dog. For purposes of the Canine Officer Program, when assigned to this program, the employee agrees to a forty-three and one-half (43.5) hour work week.

The County shall pay such employees only when assigned to this program, and only when an eligible employee has actual hours worked during the pay period for which the payment is to be made. Notwithstanding, an employee who is on a voluntary leave of absence (i.e. vacation, CTO, sick leave, medical leave to care for someone other than the employee, etc.) for the duration of a pay period, who maintains responsibility for the regular and consistent board, training, and maintenance of the dog shall code the 3.5 on-duty work hours. An employee who is medically placed off-work due to the employee's own, non-industrial, catastrophic illness or serious medical condition for the duration of a pay period, shall not be considered assigned to this program for that pay period and shall not receive any work time or compensation under this program.

- B. The County shall pay, on a claim basis, incurred expenses, for the dogs, directly to the appropriate providers.
- C. This program shall be limited to two (2) Canine Officer Dog Handlers.
- D. Required qualifications and assignment as a Canine Officer Dog Handler shall be made

at the sole discretion of the appointing authority. The duties and responsibilities of Canine Officer Dog Handler 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" and is not subject to appeal or grievance.

FOR THE COUNTY	FOR THE UNION
Joseph Carruesco	Shannon Starr
Director of Human Resources	Business Representative
Or Designee	Or Designee
Date:	Date:
	ATTEST: Kim Dawson
Board of Supervisors	Clerk of the Board of Supervisor
Chair, Board of Supervisors	By: Deputy Clerk
Date:	Date: