

**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 Law Enforcement (SA) bargaining unit; and

Whereas, the DSA has filed a grievance on behalf of several of its members alleging that, on or about December 14, 2021, these DSA members were required to work essential services during a building closure, but did not receive the correct amount of payment for such work under Article 12, Section 1.E. of the MOU; and

Whereas, the grievance additionally alleges building closure events have occurred since October 2019, in which DSA members have received an essential services premium rate of pay calculated in a manner inconsistent with the DSA’s interpretation of the MOU and past practice. The County subsequently agreed with the DSA’s interpretation of the MOU and past practice for similarly situated DSA members, and determined that the essential services premium rate of pay was calculated incorrectly since the 2019 implementation of the Fenix payroll system. However, those affected DSA members have not yet received a remedy in pay.

Whereas, the Director of Human Resources has reviewed the grievance and agrees with the DSA’s interpretation of the MOU and past practice, and therefore has chosen to grant the grievance; and

Whereas, the parties wish to memorialize their understanding with respect to the interpretation of Article 12, Section 1.E. of the MOU both to resolve the current grievance and to govern payment under this section in the future;

It is therefore agreed by the Parties that:

1. The formal grievance filed by Bryan Kuhlman of the DSA on May 11, 2022, on behalf of himself and similarly situated DSA members, is hereby granted by the Director of Human Resources. The parties agree that the remedies set forth in this Letter of Agreement constitute the full and complete resolution of the issues set forth therein.
2. With respect to the building closures occurring since October 2019 to the date of this Letter of Agreement, the following DSA members shall be paid the amounts specified below within thirty (30) days of the final execution of this Letter of Agreement by both parties¹:

¹ Payments made hereunder are a correction of the premium pay rate only. The underlying merits of whether any prior payment should have been paid at premium rate, correctly calculated or otherwise, is outside the scope of this grievance. The County makes no concessions or admissions thereto in this Letter of Agreement, and the County reserves the right to contest any claim for building closure pay made by the DSA or its members, whether

Ryan Andelin: \$385.37
 James Applegate: \$168.67
 Kenneth Barber: \$80.89
 Clarkson Bradford: \$446.00
 Jacob Groen: \$334.80
 Richard Horn: \$285.94
 George Khoklan: \$46.20
 Bryan Kuhlmann: \$2,296.41
 Ryan Lorey: \$175.66
 Andrea Luckenbach: \$387.25
 Gary Malmquist: \$375.22
 Bryan Payne: \$1,157.04
 James Peterson: \$291.05
 Joseph Ramsey: \$436.54
 John Robertson: \$271.98
 Omir Torres: \$170.82
 Daniel Rath: \$ 225.23

3. With respect to the building closures occurring since October 2019 to the date of this Letter of Agreement, the following DSA member was found to have been underpaid in pay period 26 of 2021, but overpaid in pay period 21 of 2019, resulting in a net overpayment. The following DSA member shall pay directly to the County the amount specified below within thirty (30) days of the final execution of this Letter of Agreement by both parties:

Rhiannon Grotke: \$100.07

4. The parties agree that any compensation due to DSA members pursuant to Article 12, Section 1.E. of the MOU incurred after the final execution of this Letter of Agreement shall be paid at time and one half (1 ½) the rate calculated for holiday pay in lieu pursuant to Article 11, Section 3.C. of the MOU.
5. 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

 Joseph Carruesco Date
 Director of Human Resources
 Or Delegee

 Bryan Payne Date
 President
 Or Delegee

_____ currently pending or in the future, notwithstanding the payments made in this Letter of Agreement.

Board of Supervisors

ATTEST: Kim Dawson
Clerk of the Board of Supervisor

Lori Parlin, Chair

By: Deputy Clerk

Date: _____

Date: _____