## SETTLEMENT AND RELEASE OF ALL CLAIMS AGREEMENT

3 This Settlement and Release of All Claims Agreement (Agreement), effective upon 4 full execution by the parties, is entered into by and between the County of El Dorado, the El 5 Dorado County Sheriff's Office, and the El Dorado County Department of Human Resources 6 (hereinafter collectively, COUNTY), and the El Dorado County Employee's Association, 7 Local No. 1, representing employees in the General (GE), Professional (PL), and Supervisory 8 (SU) bargaining units (hereinafter LOCAL 1).

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On March 29, 2016, LOCAL 1 filed a grievance under the terms of its Memorandum of Understanding with the COUNTY with Pamela Knorr, the former Human Resources Director of the COUNTY, alleging that the COUNTY had unilaterally ceased paying for the cleaning of uniforms for the employees in the Property - Evidence Technician and Senior Property – Evidence Technicians classifications, in violation of the terms of the MOU.

RECITALS

15 On June 28, 2016, the Human Resources Director formally denied the grievance, and 16 LOCAL 1 subsequently appealed the grievance to arbitration.

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The parties now intend to settle all differences between them arising out of the 18 grievance appeal filed by LOCAL 1.

19 The terms of the Settlement are the following and in consideration of the promises 20 made herein, it is agreed by and between the parties as follows:

21 1. LOCAL 1 agrees to dismiss and/or irrevocably withdraw its arbitration appeal 22 of the COUNTY's denial of the March 29, 2016 grievance relating to the cleaning of Property 23 - Evidence Technician and Senior Property - Evidence Technician uniforms. LOCAL 1 24 agrees that it has not and will not file or pursue any claim, complaint and/or action with any 25 court of law or any administrative tribunal relating to, involving or arising out of the matters 26 that are the subject matter of this Settlement and Release Agreement or any related matter.

27 28 2. LOCAL 1 agrees to pay the arbitration cancellation fee resulting from the cancelled May 19, 2017 arbitration date. COUNTY agrees to pay the arbitration cancellation fee for the cancelled March 10, 2017 arbitration date.

3. COUNTY agrees to increase the annual uniform allowance for employees in
the Property – Evidence Technician and Senior Property – Evidence Technicians
classifications to \$494, which will be implemented by the Letter of Agreement concurrently
executed by the parties and attached hereto as Exhibit A.

8 4. LOCAL 1 agrees to release the COUNTY, its officers, boards, commissions, 9 employees or agents individually and/or collectively from any and all actions, demands, 10 causes of action, claims, losses, grievances, damages, liabilities, expenses, costs, attorney's 11 fees and liabilities of any nature, loss of civil rights, compensation or claims of every nature 12 and kind whatsoever, known or unknown, suspected or unsuspected which LOCAL 1 either 13 has or may have against the County of El Dorado, its officers, boards, commissions, 14 employees or agents, based on matters involving the subject matter of this settlement 15 agreement.

LOCAL 1 further represents that it has not assigned, transferred or purported to
 transfer to any person or entity any matter otherwise released herein. This Agreement shall be
 binding upon the heirs, successors and assigns of the parties.

6. It is understood by all parties that this agreement is in the form of a
 compromise between the parties and that settlement shall constitute no precedent or admission
 of liability on the part of the COUNTY, its employees, officers, boards, commissions, or
 agents in regard to this or related matters or claims.

7. Each of the parties represents and agrees that it enters into this agreement
 voluntarily and does not rely on any representations or statements made by the other party, its
 employees, officers, boards, commissions or agents other than representations made in this
 written agreement.

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1	8. This Settlement	and Release of All Claims Agreement represents the entire
2	Agreement between the part	ties and supersedes any and all prior agreements and
3	understandings, written or oral,	between the parties pertaining to the subject matter herein.
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6	FOR THE COUNTY	FOR THE UNION
7		Jun Cembr
8 9	Erin Hane Interim Director of Human Resources	Jere Copeland Executive Director, Local 1
10	Date:	Date: 5/31/17
11		ATTEST: James Mitistrin
12	Board of Supervisors	Clerk of the Board of Supervisors
13		
14	Shiva Frentzen, Chair	By: Deputy Clerk
15 16	Date:	Date:
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	SETTLEMEN	T AGREEMENT AND RELEASE OF ALL CLAIMS
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2	Agreement between the parties and supersedes any and all prior agreements and		
3	understandings, written or oral, between the parties pertaining to the subject matter herein.		
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6	FOR THE COUNTY FOR THE UNION		
7	tul 12		
8	Erin-Hane- Taimeka Usher Interim-Director of Human Jere Copeland Executive Director, Local 1		
9	Interim Director of Human Executive Director, Local 1 Resources		
10	Date: Date:		
11			
12	Board of Supervisors ATTEST: James Mitistrin Clerk of the Board of Supervisors		
13	Vinit - Vinit		
14	Shiva Frentzen, Chair By: Deputy Clerk		
15	Date: 8/15/2017 Date: 8/15/2017		
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	SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS		



## Letter of Agreement Between the County of El Dorado And the El Dorado County Employees Association, Local No. 1 Representing Employees in the General (GE), Professional (PL), and Supervisory (SU) Bargaining Units

WHEREAS, El Dorado County (County) and the El Dorado County Employee's Association, Local No. 1, representing employees in the General (GE), Professional (PL), and Supervisory (SU) bargaining units (Local 1), executed a Memorandum of Understanding for the period of July 1, 2013 to June 30, 2016, which was subsequently extended through June 30, 2017, and

WHEREAS, the language in Article 8, Section 3 of the MOU provides for uniform allowances for Sheriff's Department employees who are required to wear a uniform, and

WHEREAS, employees in the Property - Evidence Technician classification (including Senior) are required to wear Class C uniforms, yet currently receive the minimum uniform allowance of \$340 per year, and

WHEREAS, the County and the El Dorado County Employees' Association, Local 1 wish to increase the uniform allowance for the Property - Evidence Technician classification (including Senior) to help offset the costlier uniform requirement, and

WHEREAS, this Letter of Agreement (LOA) memorializes the agreement reached between the County of El Dorado (County) and the El Dorado County Employee's Association, Local No. I (Local 1) representing employees in the General (GE), Professional (PL), and Supervisory (SU) bargaining units, through their duly authorized representatives.

NOW, THEREFORE, the parties agree to amend Article 8, Section 3 of the Memorandum of Understanding to read as follows:

# Section 3 Sheriff's Department Employees - Uniforms and Meals

A. Employees in the classification of Sheriff's Security Officer who are required to wear a uniform shall receive a uniform allowance of \$700 per year paid in equal installments in each regularly scheduled pay check and

funded by the Sheriff's Department budget. Employees in the classifications of Property – Evidence Technician and Senior Property – Evidence Technician who are required to wear a uniform shall receive a uniform allowance of \$494 per year paid in equal installments in each regularly scheduled pay check and funded by the Sheriff's Department budget. All other full-time employees assigned to any classification in the bargaining unit within the Sheriff's Department who are required to wear a uniform shall receive a uniform allowance of \$340 per year paid in equal installments in each

Such employees shall be required to wear the prescribed uniform and comply with the Sheriff's Department policy related to wearing of such uniforms. In no way shall the application of this provision be construed to imply any expectation of performance in active law enforcement nor eligibility for benefits associated with law enforcement or correctional activities.

- B. Notwithstanding Section 3.A. above, uniforms or work clothes shall be provided to employees and replaced as necessary as determined by the Sheriff or designee.
- C. The County will provide to employees covered by this Agreement, who work in the Jail, one meal per shift if the employee is required to remain on-site during the meal period. The provided meal shall be the same meal which is prepared for inmates.

[Signatures on Following Page]

# FOR THE COUNTY

Interim Director of Human Resources

Date:

# Board of Supervisors

# FOR THE UNION

Jere Copeland Executive Director, Local 1

Date:\_\_\_\_\_

ATTEST: James Mitistrin Clerk of the Board of Supervisor

By: Deputy Clerk 8/11/2017 Date:

## FOR THE COUNTY

Erin Hane Interim Director of Human Resources

Date:\_\_\_\_\_

FOR THE UNION

Jere Copeland Executive Director, Local 1

1/2 5 31) Date:

ATTEST: James Mitistrin Clerk of the Board of Supervisor

Shiva Frentzen, Chair

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Board of Supervisors

Date: \_\_\_\_\_

By: Deputy Clerk

Date:\_\_\_\_\_