SIDELETTER OF AGREEMENT BY AND BETWEEN THE COUNTY OF MADERA AND THE

MADERA COUNTY CORRECTIONAL OFFICERS' ASSOCIATION (Correctional Officer Unit)

The County of Madera and the Correctional Officers' Association have met and conferred in good faith and agree to amend as set forth herein, and incorporate the following language into Article 4.5 of the Memorandum of Understanding dated July 1, 2021 – June 30, 2024:

1. Article 4.5 – Assignment Pay:

A. Maximum Assignment Pay

No Employee shall receive assignment pay for which the cumulative total, when added to other assignments, exceeds five percent (5%). The Canine Handler Assignment Pay is not included in the calculation of the cumulative total of the maximum assignment pay.

B. Assignments

Assignment pay shall be calculated solely from the base rate of pay.

1. Transportation Assignment

A Correctional Officer, Correctional Corporal, or Correctional Sergeant assigned to the Transportation Assignment will be compensated, during the period of assignment, an additional two and one-half percent (2.5%). No more than ten (10) Employees shall be eligible to receive such assignment pay.

2. Classification Services Unit Assignment

A Correctional Officer, Correctional Corporal or Correctional Sergeant assigned to the Classification Services Unit Assignment will be compensated, during the period of assignment, an additional two and one-half percent (2.5%). No more than four (4) Employees shall be eligible to receive such assignment pay.

3. Corrections Emergency Response Team (CERT) Assignment

A Correctional Officer, Correctional Corporal or Correctional Sergeant assigned to the CERT Assignment will be compensated, during the period of assignment, an additional two and one-half percent (2.5%). No more than fourteen (14) Employees shall be eligible to receive such assignment pay.

4. Canine Handler Assignment

Correctional Officers approved to participate in the County's Canine Program shall receive fair and reasonable compensation in the amount of seven percent (7.00%) in recognition of the additional qualifications necessary to the task of handling a detection canine.

This compensation shall be in the nature of premium pay and is sufficient to compensate officers for all activities specifically related to canine care. "Canine care" is understood to mean the care and maintenance of the canine at the Officer's residence, including feeding, bathing, exercising, cleaning of the home kennel and any County vehicle involved in transportation, and bonding with the canine.

The County shall install kennels at the homes of canine handlers at no expense to the handler. This does not include the installation of permanent fixtures (i.e., cement pads, fencing, etc.). The County, subject to the Appointing Authority's prior approval, shall be responsible for payment of all food and veterinary care for the canine, as well as all other equipment related to canine care and training. All equipment purchased for the canine shall be the property of the County.

2. All provisions of the Memorandum of Understanding not amended by this agreement shall remain in effect.

Agreed this 25th day of January 2023.

COUNTY OF MADERA:

MADERA COUNTY CORRECTIONAL
OFFICERS' ASSOCIATION:

Susan Carter

Peter Orta
Peter Orta (Jan 24, 2023 18:06 PST)

Peter Orta, President

Roman Noriega
Roman Noriega (Jan 25, 2023 10:20 PST)

Roman Noriega, Co-Negotiator

Roger D. Wilson
Roger D. Wilson, Business Representative



BOARD OF SUPERVISORS COUNTY OF MADERA

MADERA COUNTY GOVERNMENT CENTER 200 WEST 4TH STREET / MADERA, CALIFORNIA 93637 (559) 675-7700 / FAX (559) 673-3302 / TDD (559) 675-8970 Agendas available: www.MaderaCounty.com Members of the Board

Jordan Wamhoff, District 1 David Rogers, District 2 Robert L. Poythress, District 3 Leticia Gonzalez, District 4 Robert Macaulay, District 5

AGENDA ITEM SUBMITTAL

February 7, 2023
Chairman David Rogers

DEPARTMENT		DEPARTMENT CONTACT			AGENDA ITEM	
Department of Human Resources		Susan Carter			6.c	
		559-675-7705				DISCUSSION
						ITEMS:
SUBJECT:			REQUIRED VOTE:	DOC. ID NUMBER		DATE REC'D
Adopt Canine Handler Assignment Pay Sidelette		ers	3/5 Votes Required	9209		
STRATEGIC FOCUS A Employees	AREA(S):			•		
	For Clerk	of the	Board's Office Use Only			
BOARD'S ACTION:						
RESULT:	APPROVED [UNANIMOUS	S 1				
MOVER: Leticia Gonzalez, Supervisor - District No. 4						
SECONDER: Jordon Wamhoff, Supervisor - District No. 1						
AYES: Macaulay, Wamhoff, Rogers, Poythress, Gonzalez						
Is this item Budgeted? No			DOCUN	CUMENT NO(S).		
Will this item require additional personnel? No						
Previous Relevan	t Board Actions:					
PowerPoint/Supporting Documents: Other/Misc.						

RECOMMENDED ACTIONS:

Discussion and consideration to ratify the Sideletters of Agreement with the Correctional Officer and Deputy Probation Officer units regarding the inclusion of Canine Handler Assignment Pay in their respective Memorandum of Understanding.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

The Sheriff's Office currently has sworn Officers assigned as Canine Handlers to assist in locating individuals and contraband and apprehending criminals. On occasion, they may be assigned to other functions, such as routine calls for service, based on operational needs. Sworn officers in the Sheriff's Office assigned as Canine Handlers receive an additional 7% assignment pay for the additional duties/tasks that this assignment requires.

The Madera County Jail and Probation Department have identified a need for the utilization of canines in the course of their daily activities. Correctional Officers in the Jail would utilize canines to locate contraband and maintain the security of the Jail. Deputy Probation Officers would utilize



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canines to augment probation services to the community including, but not limited to, locating drugs and/or weapons.

Upon authorization of the Board of Supervisors, the Department of Human Resources reached out to the Correctional Officer and Deputy Probation Officer bargaining units to negotiate the inclusion of Canine Handler Assignment Pay in their respective Memorandum of Understanding (MOU).

Both units have agreed to an additional 7% assignment pay for those members assigned as canine handlers as fair and reasonable compensation for the duties/tasks associated with the handling of a detection canine.

Upon the Board of Supervisors' ratification of the signed sideletters, the language outlined will be incorporated into each bargaining unit's MOU and shall be effective the month after the Board of Supervisors' ratification of the sideletter.

FISCAL IMPACT:

The fiscal impacts associated with the recommended actions above have been addressed by County Administration.

ATTACHMENTS

- 1. CO Canine Handler Assignment Pay Sideletter
- 2. DPO Canine Handler Assignment Pay Sideletter