



County of San Diego

DEPARTMENT OF HUMAN RESOURCES

LABOR RELATIONS DIVISION

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LETTER OF UNDERSTANDING BETWEEN THE COUNTY OF SAN DIEGO AND THE DEPUTY SHERIFFS' ASSOCIATION OF SAN DIEGO COUNTY (DS & SM UNITS)

ASSOCIATION PRESIDENT'S LEAVE

- I. This attests and records the agreement of the County of San Diego and the Deputy Sheriffs' Association of San Diego County (DS & SM Units) regarding Association President's Leave.
- II. Association President's Leave

The Association President shall be allowed release time from regularly scheduled duties for the purpose of Association business pertaining to the County of San Diego. Such release time is for a maximum of 85 hours in a work period as defined in the Memorandum of Agreement and 2,210 hours per fiscal year.

Requesting Leave

The Association shall direct the request for release time to the Sheriff in writing at least thirty (30) days prior to the period of the specified requested leave, in order to allow time to arrange sufficient relief if required. Less than thirty (30) days notice will be acceptable to the Department provided operational needs have been addressed.

Leave Accounting

Leave Accounting will be established for the administration of this program. Each employee in the DS and SM Units who have paid service in payroll 01 of each year, will have an equal number of hours deducted from their eight-and-one-half (8-1/2) hours Floating Holiday time (County Comp Time) in payroll 02. The initial leave

deduction will take place in payroll 2 of 04/05 and will include an additional proration for the period covered in 03/04 as determined by the Auditor/Controller. Successive years will be prorated as determined by leave usage.

Upon request, leave usage reports will be made available to the Deputy Sheriffs' Association.

Compensation & Benefits

The released Association President will use leave while performing as the Association President and be compensated at his/her base rate of pay exclusive of any previously held specialty assignments or premium pay for duties not being performed while on Association President's Leave. The Association President will be eligible for all applicable employee benefits of a regular employee.

Base Rate Pay includes the following, provided eligibility requirements to participate have been met:

- Education Bonus, Article 4, Section 2 (B) (1) & (2)
- Detective Assignment Premium, Article 5, Section 15
- Corporal Assignment Premium, Article 5, Section 16
- Quality First Program, Article 4, Section 1 (C)

The following premiums are excluded from the Base Rate Pay:

- Helicopter Duty Premium, Article 5, Section 4
- Premium for Sworn Personnel Assigned to the Sheriff's Rural Law Enforcement Program, Article 5, Section 5
- Temporary Assignment Pay, Article 5, Section 6
- In-Service Training Premium, Article 5, Section 7
- Bilingual Pay, Article 5, Section 8
- Diving Premium, Article 5, Section 9
- Handling of Explosive Device/Substance Premium, Article 5, Section 10
- Motor Officer Premium, Article 5, Section 11
- Prisoner Transportation Premium, Article 5, Section 12
- Canine Assignment, Article 5, Section 13
- Canine Allowance, Article 5, Section 14

The released Association President on such leave will not be eligible for any previously held assignment benefits including the use of County vehicles.

Although overtime is not contemplated while on Association President's Leave, in those instances where overtime becomes necessary in the capacity as an employee of the County, performing County business, the Association President shall request and obtain approval from the Assistant Sheriff Human Resources Services Bureau in advance of working such overtime.

Leave Balances

When using approved vacation, sick leave, FLSA or County Comp time, leave credit deduction will be made from the Association President's appropriate balances.

Return to Duty

If the Association President is assigned to incidental training, emergency duty, or other necessary duty he/she will be compensated by the County in accordance with the Memorandum of Agreement.

Expiration of Leave

At the conclusion of Association President's Leave, the Association President shall be returned to duties associated with his/her job classification with no guarantee to any previously held specialty assignments or premium pay.

Any Detective or Corporal Assignment premium not directly related to newly assigned duties shall cease until eligibility is reestablished.

Disputes

The Association President's Leave and its administration and rules shall not be subject to appeal under the Grievance Procedure of the MOA.

- III. Upon agreement and ratification by the Deputy Sheriffs' Association (DSA), this provision shall be effective upon the Board of Supervisors' approval and adoption of a Compensation Ordinance revision and will terminate and be subject to negotiations in accordance with the Preamble, Article 1 of the currently in effect Memorandum of Agreement between the County of San Diego and the Deputy Sheriffs' Association of San Diego County.

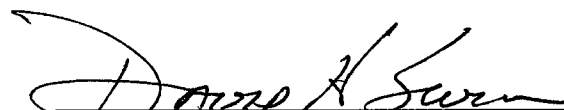
Entered into this 7th day of August 2003, in San Diego, California.

FOR THE COUNTY OF SAN DIEGO:

FOR THE DEPUTY SHERIFFS' ASSOCIATION OF SAN DIEGO COUNTY (DS & SM UNITS):



 MICHAEL T. KOLB
 Labor Relations Manager



 DAVID H. SWIM

Date: 8-7-03

Date: 8/7/03