



County of San Diego

SUSAN BRAZEAU
DIRECTOR

DEPARTMENT OF HUMAN RESOURCES
LABOR RELATIONS
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**LETTER OF UNDERSTANDING
BETWEEN THE
COUNTY OF SAN DIEGO
AND THE
DEPUTY SHERIFFS' ASSOCIATION OF SAN DIEGO COUNTY
(DS UNIT)**

NIGHT SHIFT PREMIUM

This Letter of Understanding shall attest to and record the agreement of the parties, the County of San Diego and the Deputy Sheriffs' Association of San Diego County, to amend and modify the Memorandum of Agreement between them for the period of 7/1/2018 to 6/30/2023 (MOA), to add a new provision, Section 18 – Night Shift Premium, to Article 5 of the MOA.

ARTICLE 5. HOURS AND WORK PREMIUMS

Section 18. Night Shift Premium

Employees shall receive a night shift premium of 5% for all hours worked on any shift (regularly scheduled or not) where 4 or more hours of the shift occurs during the hours of 5:00 p.m. to 8:00 a.m.

Eligible Classes:

- 005746 – Deputy Sheriff
- 005757 – Deputy Sheriff – Detentions/Court Services
- 005781 – Sheriff's Sergeant – Detentions
- 005790 – Sheriff's Sergeant

This agreement is effective September 9, 2022, and constitutes the entire agreement between the parties concerning the subject matter covered herein. It supersedes any prior agreement, either oral or written, and may only be changed or modified in writing signed by all parties.

FOR THE COUNTY OF SAN DIEGO

**FOR THE DEPUTY SHERIFFS' ASSOCIATION
OF SAN DIEGO COUNTY
(DS UNIT)**

Clint Obrigewitch

David Leonhardi

**CLINT OBRIGEWITCH
Labor Relations Manager**

**DAVID LEONHARDI
President**

Date: _____

Date: 8/5/2022



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(DS and SM UNITS)**

RELOCATION ALLOWANCE

This attests to and records the agreement of the parties, the County of San Diego (County) and the Deputy Sheriffs' Association (DSA) regarding a relocation allowance.

Upon determination by the appointing authority and approval by the Chief Administrative Officer or designee, that relocation allowance is appropriate to facilitate recruitment or selection for an appointment to a vacant position in a class designated DS or SM, a relocation allowance in an amount not to exceed \$15,000 may be authorized for the actual and reasonable relocation expenses incurred incidental to relocation of the appointee and their immediate family to San Diego County. Expenses may include, but are not limited to, personal transportation, moving expenses for household goods, and temporary housing arrangements. Claims for expenses submitted pursuant to this provision shall be subject to review and determination by the Auditor & Controller prior to reimbursement.

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FOR THE COUNTY OF SAN DIEGO

**FOR THE DEPUTY SHERIFFS' ASSOCIATION
OF SAN DIEGO COUNTY
(DS and SM UNITS)**

Clint Obrigewitch

David Leonhardi

CLINT OBRIGEWITCH
Labor Relations Manager

DAVID LEONHARDI
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Date: _____

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

RECIPROCITY FOR VACATION ACCRUAL CALCULATIONS

This attests to and records the agreement of the parties, the County of San Diego (County) and the Deputy Sheriffs' Association (DSA) regarding reciprocity of prior public service affecting vacation accrual calculations.

In recognition of time worked for a public employer immediately prior to being hired by the County of San Diego, newly hired "lateral deputies" will be given an initial amount of 42.5 hours of vacation in the first payroll period of paid service. Lateral deputies that leave County employment within six months of the date of hire are not eligible to cash out any remaining amount of the initial unaccrued 42.5 hours of vacation. Newly hired "lateral deputies" may be credited for their time worked at the immediately prior public employer for purposes of calculating vacation accrual allowing the employee to accrue vacation hours at a higher rate.

An example:

Employee worked for Alameda County in a law enforcement position for 5 years immediately prior to being hired by the County as a "lateral deputy." On the first day of paid service in the County, that employee will accrue vacation at the County's 5-year seniority rate.

Eligible classes:

- 005746- Deputy Sheriff
- 005757- Detentions Deputy

This agreement constitutes the entire agreement between the parties concerning the subject matter covered herein. It supersedes any prior agreement, either oral or written, and may only be changed or modified in writing signed by all parties.

FOR THE COUNTY OF SAN DIEGO

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

Clint Obrigewitch
CLINT OBRIGEWITCH
Labor Relations Manager

David Leonhardi
DAVID LEONHARDI
President

Date: _____

Date: 8/5/2022



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**LETTER OF UNDERSTANDING
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PANDEMIC ADVANCE CREDIT LEAVE

- I. This attests to and records the agreement of the parties to the extension of the **Pandemic Advanced Credit Leave** through **June 23, 2026**.
- II. During a pandemic, as declared by the Board of Supervisors and/or Chief Administrative Officer, employees who are ill with flu like symptoms, as defined by the Center for Disease Control, and have exhausted all leave balances, may request and shall be advanced up to 120 hours of sick leave per fiscal year. At no time shall an employee have a negative sick leave balance that exceeds the maximum of 120 hours.

The advance sick leave credits are treated like regular sick leave and can be taken in units of 1/10 of an hour for either the employee or the care of an employee's immediate family member as defined in MOA Article 6, Section 4(c).

Advance sick leave credits cannot be used in conjunction with Voluntary Time Off.

Once an employee returns to work and begins accruing sick leave, the credit for the new sick leave hours will reduce the negative sick leave balance before any positive hours are credited.

If an employee separates from County Service and is at a negative sick leave balance, the employee will be required to repay the sick leave from their final pay out.

This leave shall not be available to any employee currently on approved leave of absence.

FOR THE COUNTY OF SAN DIEGO

**FOR THE DEPUTY SHERIFFS'
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Clint Obrigewitch
CLINT OBRIGEWITCH
Labor Relations Manager

David Leonhardi
DAVID LEONHARDI
President

Date: 8/1/2022

Date: 8/5/2022



County of San Diego

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**IN THE MATTER OF
THE HARD TO RECRUIT
REFERRAL REWARD PROGRAM**

I. This attests and records the agreement of the County of San Diego and the Deputy Sheriffs' Association of San Diego County (DS and SM units) regarding the establishment of the Hard to Recruit Referral Reward Program.

II. Hard to Recruit Referral Reward Program

Employee Eligibility:

A. Only regular County of San Diego employees are eligible to submit referrals under this program with the following exceptions:

- 1) Employees working in the human resources field;
- 2) Those employees who have responsibility for recruitment as part of their assigned job duties, including individuals assigned on a temporary basis to carry out specialized recruiting activities unless it can be verified that the recruitment did not occur during that activity; and
- 3) All elected and unclassified employees.

B. Eligible employees must be active at the time of referral and active at the time of reward to receive payment of reward.

C. Hard to Recruit Positions are defined as the following*:

002387 – Quality Assurance Specialist
002820 – Sheriff's Emergency Services Dispatcher Trainee
002822 – Sheriff's Emergency Services Dispatcher
003615 – Asst Engineer
003635 – Civil Engineer
003720 – Senior Civil Engineer
003785 – Land Surveyor

003812 – Engineering Technician III
003813 – Engineering Technician II
003814 – Engineering Technician I
004158 – Deputy Medical Examiner I
004159 – Deputy Medical Examiner II
004162 – Medical Consultant
004196 – Psychiatrist
004199 – Psychiatrist Specialist
004304 – Utilization Review Quality Improvement Supervisor
004314 – Utilization Review Quality Improvement Specialist
004346 – Public Health Microbiologist
004348 – Supervising Public Health Microbiologist
004353 – Senior Public Health Microbiologist
004517 – Certified Nurse Practitioner
004525 – Psychiatric Nurse
004533 – In-Service Education Coordinator
004538 – Staff Nurse
004544 – Supervising Nurse
004546 – Sheriff's Detentions Supervising Nurse
004548 – Sheriff's Detentions Nurse
004565 – Public Health Nurse
004567 – Senior Public Health Nurse
004570 – Public Health Nurse Supervisor
004625 – Licensed Vocational Nurse
004626 – Sheriff's Detentions Licensed Vocational Nurse
005045 – Clinical Psychologist
005087 – Sr Clinical Psychologist
005102 – Licensed Mental Health Clinician
005253 – Protective Services Worker
005279 – Sheriff's Detentions, Mental Health Clinician
005280 – Sheriff's Detentions, Chief Mental Health Clinician
005746 – Deputy Sheriff
005757 – Deputy Sheriff – Detentions/Court Services
006035 – Equipment Operator

*Any other classification identified by the Department of Human Resources (DHR).

D. Amount of Referral Reward:

The amount of referral reward will be a gross payment of \$1,000 and will be paid through the regular payroll advice/warrant.

E. Referrals Eligible for Referral Reward:

- 1) Referrals only qualify under this program if a written referral is made by an eligible employee during the recruitment period.
- 2) Current employees do not qualify as "applicants" to be referred under this program.
- 3) Immediate family of the referring employee do not qualify as "applicants" to be referred under this program. Immediate family includes husband, wife, child, stepchild, brother, stepbrother, sister, stepsister, parent, stepparent, any person serving as a parent or who has served as a parent, or any other person living in the same household as the employee.

- 4) An employee is only eligible to receive up to five (5) referral reward payments per fiscal year, regardless of the total number of referrals made by the employee that meet the criteria for successful completion of the program.
- 5) Applicant must be hired as a regular County employee in one of the identified hard to recruit positions.

F. Process for Receiving Referral Reward:

Confidential Referral Form:

- 1) The referring employee must complete and submit a Confidential Referral Form to the Department of Human Resources. The Confidential Referral Form must be submitted electronically before the referred candidate submits application.
- 2) Payment of the referral reward will be subject to verification that all required parties have met the eligibility requirements.
- 3) Verbal referrals will not be accepted.
- 4) Only one employee may qualify for the referral reward for each referred candidate. In the event of multiple Confidential Referral Forms for the same candidate, the Confidential Referral Form with the earliest time/date stamp will be used in determining eligibility for reward.

G. Reward payment will be made in the following manner:

- 1) The recruited employee must complete three (3) months of paid service as a regular County employee in one of the identified hard to recruit positions in order for the \$1,000 referral reward to be paid to the employee who made the referral.
- 2) A gross payment of \$1,000 will be made to the referring employee through the regular payroll advice or warrant.
- 3) The decision to award or deny payment under this Hard to Recruit Referral Reward Program shall be at the sole discretion of the County and shall not be subject to appeal or grievance.

III. Upon agreement and ratification by the Deputy Sheriffs' Association of San Diego County, this provision shall be effective upon the Board of Supervisors' approval and adoption of a Compensation Ordinance. This program shall be in place through September 9, 2023.

FOR THE COUNTY OF SAN DIEGO

**FOR THE DEPUTY SHERIFFS' ASSOCIATION
OF SAN DIEGO COUNTY
(DS and SM UNITS)**

Clint Obrigewitch

David Leonhardi

CLINT OBRIGEWITCH
Labor Relations Manager

DAVID LEONHARDI
President

Date: _____

Date: 8/5/2022



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LETTER OF UNDERSTANDING BETWEEN THE COUNTY OF SANDIEGO AND THE DEPUTY SHERIFFS' ASSOCIATION OF SAN DIEGO COUNTY (DS UNIT)

IN THE MATTER OF NEW HIRE LATERAL INCENTIVE PAY

- I. This attests to and records the agreement of the parties to add a provision to the MOA allowing for a monetary incentive for experienced deputy sheriffs hired into the Department.

ARTICLE 5. HOURS AND WORK PREMIUMS

Section 17. New Hire Lateral Incentive Pay

New hires who come into the Sheriff's Department from another public law enforcement agency on or after September 9, 2022 will receive lateral incentive pay up to a maximum of \$20,000.

Lateral Deputies with a minimum of one year of peace officer experience in a law enforcement agency will be paid at the following intervals:

\$12,500	Upon completion of the hiring process,
\$2,000	Upon completion of department training period,
\$3,000	At the end of their probationary period
\$2,500	1 year after the end of their probationary period

In no event will an employee receive more than the maximum of \$20,000 lateral incentive pay.

To be eligible for the lateral incentive pay, Lateral Deputies must possess the minimum California P.O.S.T requirements for appointment to a peace officer position in the Law Enforcement Services Bureau, Court Services Bureau or Detention Services Bureau at the time of hire and are not required to complete the applicable County Sheriff's Department Academy.

- II. Upon agreement by the Deputy Sheriffs' Association (DSA), this provision shall be effective upon the Board of Supervisor's approval and adoption of a Compensation Ordinance revision.

FOR THE COUNTY OF SAN DIEGO

Clint Obrigewitch

CLINT OBRIGEWITCH
Labor Relations Manager
Date: _____

**FOR THE DEPUTY SHERIFFS'
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VOLUNTARY TIME OFF

This attests to and records the agreement of the County of San Diego and the Deputy Sheriffs' association of San Diego County (DS & SM Units) regarding the continuation of Voluntary Time Off Program (VTO).

VOLUNTARY TIME OFF

1. **Definition**

Notwithstanding any other leave provision, the appointing authority may grant an eligible permanent or probationary employee a voluntary leave of absence without pay with right to return to the same position. The employee's request for Voluntary Time Off shall be for the personal reasons of the employee to handle his/her personal affairs.

2. **Conditions**

Voluntary Time Off (VTO) is subject to the following conditions:

- (a) Shall be taken in increments of one full hour for all eligible employees.
- (b) Credits towards sick leave, vacation, retirement, and holiday eligibility shall accrue as though the employee were on paid status. The County shall pay for each employee the required retirement contribution consisting of the County's required contribution and the employee's required contribution. The County's payment of the employee's required contribution shall include the County's retirement contribution offset.

- (c) Shall apply toward time in service for step advancement, completion of probation, and toward seniority for purposes of layoff.
- (d) Shall be granted without requiring employees to first use accumulated vacation and compensatory time off.
- (e) Shall be available only to employees who are on paid status the entire workday immediately before as well as immediately after time taken off.
- (f) Shall not be available to employees on other leave without pay, nor shall it be used in combination with paid leave which must be exhausted prior to commencing other leave without pay.
- (g) Voluntary Time Off authorized per biweekly pay period shall not exceed one-half of the employee's total number of authorized hours for the biweekly pay period and VTO shall not be used in more than two consecutive pay periods at a time.

3. **Duration**

This provision shall only be operative through June 23, 2026 and may be extended by mutual agreement of the parties.

4. **Administration**

The administration of the VTO program is subject to the rules and requirements of the Auditor & Controller.

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Date: _____
8/1/2022

Date: 8/5/2022