

**REVISED LETTER OF AGREEMENT
SCLEA PRESIDENT RELEASE TIME CONDITIONS**

Introduction

As part of the negotiated settlement in the 2000-2003 Memorandum of Understanding, the Sonoma County Sheriff's Office Employees' Association - now the Sonoma County Law Enforcement Association (the Association), and the County of Sonoma agreed that the Association President will be released on a full-time basis, effective the first full pay period in July 2000 (7/11/00). The Association is responsible to pay the County for all salary and benefit costs related the President's full-time release - of which 500 hours maximum of earned compensatory time off or vacation may be voluntarily donated by SCLEA-represented employees.

The parties re-negotiated the President's benefit reimbursement which was previously limited to 30% of salary. The parties agreed that the Association will repay actual benefit costs to the County from the beginning of the 2003 - 2007 Memorandum of Understanding (MOU), March 4, 2003, and for the term of the MOU. The parties agree that repayment costs back to March 4, 2003, may be equally divided over the remaining months of the MOU, which expires June 18, 2007.

Specific conditions of the agreement are as follows:

1. **Salary:** Employee salary will continue to be paid by the County and billed quarterly to the Association by the County. The salary covers sick, vacation and holiday leaves, which are part of the Association cost reimbursement. Any donated hours will be subtracted from the fourth quarter (of fiscal year) billing.

While on release time the employee will be paid at his/her current step in the salary range at the initial date of release. Salary does not include premiums for specialty assignments, but will include P.O.S.T. pay or other educational incentive pay for which an employee has qualified. Time sheets will be submitted to the County department by the employee and co-signed by an authorized Association representative. Any merit increases will be granted on schedule.

2. **Leave Accruals/Service Credit:**

- A) *Sick & Vacation Accruals* - will continue to be accrued and taken.
- B) *Holidays* - Released President continues to receive 96 hours of holiday time each year, which must be taken during the year. Overtime and compensatory time off are not incurred. (MOU Articles 20.5 and 20.6 do not apply.)
- C) *Retirement* - Retirement service credit accrual will continue. The employee is on paid leave and the Auditor/Payroll Division will deduct both employee and employer contributions, in order to maintain service credit.

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3. **Worker's Compensation / 4850:**

If an employee on President Release is injured in the course and scope of Association business or County business, the Association will continue to pay the County for 2,080 hours per year at the President's current salary rate. Such employee will not be assigned to limited duty or other department assignment while on Worker's Compensation or 4850.

4. **Liability Insurance & Third-Party Claims Against the County:**

The Association will maintain a liability insurance policy with a \$3,000,000 coverage limit for directors/officers, including employees on President Release. Employees released from regular County work pursuant to this section perform activities at the Association's direction and are not agents of the County of Sonoma. The Association agrees to indemnify and hold the County harmless from all claims arising from such activities.

5. **Training:**

An employee on President Release will participate in any training required for the employee to maintain his/her County position and job classification and will be compensated according to the current practice (at time of training) of the employee's department.

6. **County Benefits:**

The President shall enjoy all benefits conferred on like-situated employees represented by the Sonoma County Law Enforcement Association Memorandum of Understanding and applicable County of Sonoma rules and policies. No loss of County health, dental, vision, LTD or other benefits will result. If a new benefit or unanticipated impact from an existing benefit not covered in this agreement occurs, the parties agree to reopen this agreement and meet on the issue in question.

7. **President's Replacement(s):**

An agreed average amount of 264 hours of vacation and sick leave is accrued annually by an employee on President's Release. Up to 50% or 132 hours maximum will be re-deposited and available annually for use by other Association Officers who must act on the President's behalf when he/she is using vacation or sick leave. *The following conditions apply:*

If the employee acting on the President's behalf in his/her absence is from the same County Department as the President, he/she will not be provided release time unless pre-approval is sought and granted in advance. The right to refuse such hours for a President's replacement from the same Department is at that Department Head's discretion.

The Association agrees to request such release time 14 calendar days (minimum) in advance, whether the employee is from the same or different County Department. The County Department will respond within 4 days of receipt of the initial request. Failure to provide timely response constitutes *automatic approval*. The Department will not arbitrarily deny the time. Reasons for denial, such as serious operational impacts will be articulated in writing to the Association.

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8. **Shift Bid:**

- A) If an incumbent SCLEA President declares his/her intention to run for re-election, the parties agree that he/she will not participate in the upcoming shift bid in his/her County department. Should the President not be re-elected, he/she will be returned to a shift in the same manner, under the same policies and procedures applied to post-shift bid assignments.
- B) If an incumbent SCLEA President declares his/her intention not to run for re-election and is not named on the ballot, he/she will be eligible to participate in the upcoming shift bid in his/her County department.
- C) If an employee (non-incumbent) declares his/her candidacy for the SCLEA President position, he/she will be eligible to participate in the upcoming shift bid in his/her County department, as the outcome of the election is an unknown.

9. **Presidential Access to County Facilities:**

With the approval of the designated management representative, the Association President may meet with represented employees at their work locations on matters of mutual interest to the Association and the Department. The President shall give the management representative sufficient notice and information to arrange for the meeting time(s), including the requested duration of the meeting, and to determine if the matter(s) to be discussed are of mutual interest. The management representative may limit the duration of the meeting to meet the needs of the Department. If there is disagreement between the Association and the designated management representative, the Department Head shall have final authority to determine whether the matter(s) to be discussed is/are of mutual interest. The County agrees to provide the Association with a list of designated management representatives and to keep such list updated.

SIGNATURES

FOR THE COUNTY:


Joanne Sidwell, County

Date: Sept. 22, 2005

FOR THE ASSOCIATION:


Shaun DuFosee, President

Date: 09.22.05