



County of San Luis Obispo

County Government Center, R.M. D430 • San Luis Obispo, California 93408
(805) 781-5011

**SIDE LETTER TO THE 2007-2011 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF SAN LUIS OBISPO
AND
THE SAN LUIS OBISPO COUNTY PROBATION PEACE OFFICER ASSOCIATION
(BU 31 & BU 32)**

This agreement is entered into as of January 31, 2008 by and between the County of San Luis Obispo (hereinafter referred to as "the County") and the San Luis Obispo County Probation Peace Officer Association (hereinafter referred to as "SLOCPPOA" or "Association").

To honor the agreement made to modify the SLOCPPOA's pension increase percentage if any other bargaining unit negotiated something better than 50/50 with employee paying portability on their portion, the following changes are being made to the SLOCPPOA 2007-2011 MOU.

Parties agree that pursuant to Article 48, FULL UNDERSTANDING, MODIFICATION, WAIVER, of the 2007-2011 SLOCPPOA Memorandum of Understanding, an amendment to Article 9, RETIREMENT CONTRIBUTION is hereby added to read as follows:

- 9.1.4 SLOCPPOA and the County recognize that the Pension Trust unfunded liability has increased substantially, resulting in the need to increase pension rates. Pension Trust has directed a rate increase of 3.58% for this Unit, with the exception of one employee that chose to stay in the original pension plan in 1991 (a 10.05% increase is needed for this individual). The parties have agreed to a 50/50 split plus a 50/50 split of the portability factor for employees contribution rate increase, resulting in the following amounts:

Total increase needed= 3.22%

1/2 of increase = 1.61%

Employee 1/2 plus portability = 1.79

Employee portability only = .18%

1/2 of portability = 0.09%

1/2 of total increase with 1/2 of portability = 1.7% each (employee and employer)

Total increase needed = 10.05%

1/2 of increase = 5.03%

Employee 1/2 plus portability = 5.59%

Employee portability only = .56%

1/2 of portability = 0.28%

1/2 of total increase with 1/2 of portability = 5.31%

The increases have/will be made in the amounts listed and on or after the dates indicated:

Schedule for employees with a total increase of 3.22%:

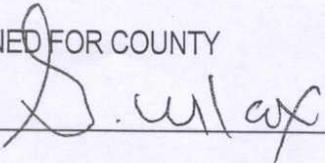
- 7-1-07 COUNTY increase of 1.19%
- 2-10-08 Employee increase of 1.07%
- 7-1-08 COUNTY increase of 0.51%
- 7-1-08 Employee increase of 0.63%

Schedule for the employee with a total increase of 10.05%:

- 7-1-07 COUNTY increase of 3.52%
- 12-16-07 Employee increase of 2.5%
- 12-16-07 COUNTY increase of 1.05%
- 7-1-08 COUNTY increase of 1.78%
- 7-1-08 Employee increase of 2.81%

It is understood that if any other bargaining group during the life of this contract receives a more favorable sharing arrangement of the increased costs than the above 50% split plus 50/50 split of employee portability, the SLOCPPOA share will convert prospectively to that sharing percentage.

SIGNED FOR COUNTY



Gail Wilcox, Asst. C.A.O.

DATE: 2-5-08

SIGNED FOR ASSOCIATION



MIKE DUTRA

DATE: 02/04/08

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.
County Counsel



By: Warren Jensen
Chief Deputy County Counsel

Dated: Jan. 31, 2008