ATTACHMENT A

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SAN LUIS OBISPO
AND THE SAN LUIS OBISPO COUNTY
PROBATION PEACE OFFICERS' ASSOCIATION
PROBATION UNIT
2007-2011

1. DESIGNATION OF THE PARTIES

1.1 This Agreement is entered into as of August 14, 2007 by and between the County of San Luis Obispo (hereinafter "County"), the San Luis Obispo County Probation Peace Officers' Association (hereinafter "SLOCPPOA").

1.2 For purposes of administering the terms and provisions of this agreement:

1.2.1 The Management's principal authorized agent shall be the County Administrator, or his/her duly authorized representative (address: County Government Center, Room 370, San Luis Obispo, CA 93408; Telephone: [805] 781-5011), except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

1.2.2 SLOCPPOA's principal authorized agent shall be Larry Katz, Silver & Katz, or his/her duly authorized representative (address: 980 El Camino Real, Suite 300, Santa Clara, California, 95050; Telephone (408) 260-9670).

2. TERM

The County and SLOCPPOA agree that the term of this Agreement commences on July 1, 2007, except as otherwise set forth in any other Article of this Agreement, and expires and is otherwise fully terminated at midnight on June 30, 2011.

3. RECOGNITION

3.1 Pursuant to Section 3500 et seq. of the Government Code of the State of California, the County of San Luis Obispo has previously recognized the San Luis Obispo County Probation Peace Officers' Association, associated with the California Organization of Police and Sheriffs'/Communication Workers of America, as exclusive representative of the employees in the Probation Unit.

3.2 The term "employee" or "employees" as used herein shall refer to those persons in the Probation Unit occupying positions in the attached list of classifications (appendix A) and not otherwise designated as confidential, which are allocated as permanent full-time or permanent part-time, working 12 months per year, normally working 40 hours or more per pay period. The list of classifications may be revised during the term of the Agreement through negotiations in keeping with the County's Employee Relations Policy. Not included within the term "Employee" are all other persons in non-permanent part-time positions, temporary or extra help or persons on contract with the County.

4. RENEGOTIATION

4.1 In the event either party wants to negotiate a successor Agreement, such party shall serve upon the other during the period January 1, to March 31, of the final year of this Agreement, its written request to begin negotiations as well as its initial written proposals for a successor Agreement. In the event one of the parties indicates such a desire to negotiate, the other party must submit its initial proposals within 20 days after receipt of the written request to begin negotiations, accompanied by said proposals.

4.2 Negotiations shall begin no later than 30 days after such receipt of the initiating party's notice or March 15, whichever is later.

5. COUNTY RIGHTS AND RESPONSIBILITIES

5.1 The County retains, solely and exclusively, all the rights, powers, and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the County and not abridged herein include, but are not limited to, the following:

5.1.1 To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and overtime; to schedule working hours and shifts; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services, and to take whatever action necessary to prepare for or operate in an emergency.

5.2 Nothing in this Article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the County by any law regulating, authorizing or empowering the County to act or refrain from acting. However, the County agrees to consult with SLOCPPOA upon request in regard to any proposed subcontracting of services which would result in the elimination of unit members' jobs.

6. WORK SCHEDULES

6.1 The parties agree to continue the following work schedule policies:

6.1.1 Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies, employee's work schedules shall not be changed without 24 hour prior notice. Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week. Nothing herein shall be construed to modify whatsoever a work day or work week as defined by the County.

6.1.2 Parties agree to continue appropriate County ordinances to provide the proper accrual rates, compensation practices, and paid time usage for flexible workweek options.

6.1.3 The County shall determine work schedules including regular starting and quitting times. Alternate work schedules (including flexible work week arrangements) may be established by the departments, provided adequate staffing is maintained to meet operational needs.

7. WORK LOCATION

7.1 The parties agree to continue the following work location policy:

7.1.1 Except in cases of emergencies, employees will not be reassigned from their designated normal work location without prior notice. If the reassignment is intended as a permanent change, management shall give the employee at least one week's advance notice. The designated normal work location is the place at which the employee spends the largest part of her/his regular workdays or working time or the place to which she/he returns upon completion of special assignments. Said notice provision may be waived by written agreement of the employee.

7.2 The parties agree that employees on temporary assignment to another location will:

7.2.1 Receive mileage reimbursement for miles traveled from home to the temporary work site or from the permanent work site, whichever is less.

7.2.2 Receive an estimate of the length of the temporary assignment.

8. SALARIES

8.1 The County shall provide, for all classifications shown in Appendix "A", an increase of approximately 9.5% above the June 30, 2007 salaries retroactive to the pay period that includes July 1, 2007 (as shown in Appendix "A" attached hereto and incorporated herein by reference).

8.2 County will continue to "pick-up" part of the employee Pension Trust contribution on behalf of all employees within the SLOCPPOA unit of representation. Such "pick-up" shall be 5.742% of gross monthly salary.

8.3 The parties agree that the salary payments described herein comply with the requirements of County Ordinance Code Section 2.48.180, County Prevailing wage ordinance.

8.3.1 The parties agree that the negotiated prevailing wage increases provided for in Articles 8.1 & 8.2 above were negotiated for the benefit of those persons who remain in County employment and were not intended to apply to former employees who leave County employment on or prior to the effective dates for implementation of its various provisions. It is understood and agreed that the principal motivation of the parties in providing for the County's partial "pick-up" of employee retirement contributions (as agreed in Article 8.2 above and Articles 9 and 11 below) has been, and continues to be to accommodate the desire of SLOCPPOA to achieve its expectations of more favorable tax consequences for the majority of the unit's membership under the approach contained in this Agreement than would be available to its members under the previously used method for deducting employee contributions for these benefits from taxable wages and salaries of unit members.

8.4 Salaries for remaining years of the contract are to be set by the following formula which is the same as that utilized in determining the amount for FY 2007:

8.4.1 The counties of Santa Barbara, Santa Cruz, Monterey, Napa, and Marin shall be utilized.

8.4.2 The Benchmark from each county shall be surveyed as to their compensation on April 1. The benchmark classes are:

- Deputy Probation Officer II – Santa Cruz, Monterey, and Napa
- Senior Probation Officer – Santa Barbara
- Deputy Probation Officer III - Marin

8.4.3 As of April 1st preceding the compensation adjustment date (i.e. the pay period that includes July 1st of each year), benchmark data from each of the five counties shall be surveyed. The compensation adjustment shall be calculated as follows:

8.4.3.1 For each county, calculate the sum of:

8.4.3.1.1 The dollar amount of top step of the salary range for which all employees in the applicable classification are eligible

8.4.3.1.2 The dollar amount of the County's "pick-up" of employees' retirement (if not a flat dollar amount, convert percentage to dollar amount by multiplying percentage by top step of the salary)

8.4.3.1.3 The dollar amount that results from the following calculation:

- Add the dollar amount of the County's contribution to health insurance/cafeteria plan for "employee only" and the dollar amount of the County's contribution to health insurance/cafeteria plan for "employee plus two or more dependents";
- Divide the sum of the two contribution amounts by two;
- The resulting dollar amount (i.e. the average of the two) shall be included in the survey.

8.4.3.1.4 Dollar amount of uniform allowance

8.4.3.1.5 Dollar amount of educational incentive pay

8.4.3.2 The sum amount of items a through e shall be calculated for each of the five counties. The resulting total dollar amount for all five counties shall then be divided by five to determine the average compensation.

8.4.3.3 The resulting average compensation shall be compared to the compensation paid to Deputy Probation Officer II in County of San Luis Obispo. Compensation paid to the Deputy Probation Officer II in the County of San Luis Obispo shall be calculated based on the same elements of compensation included in the survey of other counties.

8.4.3.4 The annual percentage adjustment shall be equal to the percentage adjustment needed to bring compensation for the Deputy Probation Officer II classification in the County of San Luis Obispo equal to the average compensation in the five other counties. Parties will negotiate the distribution of the annual percentage adjustment to determine how the dollar increase shall be spread across the compensation elements (e.g. salary, cafeteria, etc.). If impasse is reached, the County's impasse policy will be used for resolution.

8.5.7 Salaries shall be paid retroactively, without interest, effective the first payroll period including July 1st. Changes in the dollar amounts distributed to benefits shall take effect in accordance with the parties' agreement, or shall be implemented prospectively within a reasonable time after resolution of any impasse regarding "Distribution".

9. RETIREMENT CONTRIBUTION

9.1 The County agrees to continue a plan whereby the County will contribute amounts specified in Article 8.2 above, on behalf of the unit members to the County Pension Trust. These amounts paid by the County are for a portion of the unit member's contribution and are paid by the County to partially satisfy the employee's obligation to contribute to the County Pension Trust.

9.1.1 The County's payment as specified in Article 8.2 above or Article 11.5 for the employees' Pension Trust contributions shall continue.

9.1.2 Unit members who are members of the Pension Trust shall have no option to receive the contributed amounts directly instead of having them paid by the County to the Pension Trust on behalf of the unit members.

9.1.3 It is further understood and agreed by the parties that the County's "pick-up" of employees' Pension Trust contributions is based upon Pension Trust Section 5.04, on the tax treatment permitted by the California Franchise Tax Board and the Federal Government under Internal Revenue Code Section 414(h)(2) and Revenue Rulings 77-462 and 81-36. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board, or the Internal Revenue Service or United States Department of Treasury may alter the aforementioned Revenue Rulings, either by other rulings or regulations.

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. The parties have agreed that the County will assume an increase of 1.19% on July 1, 2007. The next increase along with the portability factor will be assumed by SLOCCPPOA members. Employees will assume a 1.19% increase (plus the portability factor) to be deducted starting on the pay period that includes January 1, 2008. The remaining rate increase is to be assumed by both parties on the pay period that includes July 1, 2008, with a 50/50 split plus the portability factor for employees. 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, the SLOCPPOA share will convert prospectively to that sharing percentage.

Example: If the increased cost is equal to 4.50% the County will pay 2.25% and the SLCOPPOA the remaining 2.25% (with the adjustment for portability factor). Subsequently, if another bargaining unit negotiates a more favorable rate like a two thirds/one third split the SLOCPPOA would have their rate convert to 1.50% (one third of 4.50%) for the future with no retroactivity.

9.1.4.1 Unless otherwise agreed, employees remain responsible for any future rate increases to the employee contribution for retirement plan enhancement outlined in Article 9.3 here in. In addition, the County and SLCOPPOA will each have the right after the Pension Trust audit to re-open the contract one time to discuss other changes to employees' pension rates.

9.1.5 SLOCPPOA shall defend, indemnify and save harmless the County of San Luis Obispo, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, or liability, including, but not limited to, liability for back taxes, and all claims of any type by the Internal Revenue Service, the California Franchise Tax Board, unit members, or their heirs, successors, or assigns, arising out of this Agreement to partially pay the employees' contribution to the County Pension Trust.

9.2 The parties agreed to continue the retirement plan for the Probation Unit with a 3% @ 55 plan formula set forth in the Retirement Plan, with a 90% cap on the maximum retirement benefit percentage (single highest year - SHY) which includes 50% disability retirement (three year average).

9.3 Effective the pay period that included July 1, 2006, the parties agreed to improve the retirement plan for the Probation Unit to a 3% @ 55 plan formula set forth in the Retirement Plan, with a ninety percent (90%) cap on the maximum retirement benefit percentage (three year average) which includes fifty percent (50%) disability retirement. Upon implementation the County will pay half of the employer cost increase (estimated at the execution of this agreement to be one and fifty-five hundredths percent (1.55%)), but in no event more than two percent (2%). Probation Unit members will pay the remainder of the cost of the plan in the form of an increased employee contribution. Probation Officer Members also have the option of implementing a single highest year (SHY) enhancement through increases in the employee contribution rate effective the pay period that includes July 1, 2006. SLOCPPOA must exercise this option within 30 days of receiving the actuarial report on the cost of the SHY enhancement which should occur in the spring of 2006. The Probation Officer Member employee contribution rate for these two enhancements will be established and modified pursuant to actuarial review and recommendations to the Pension Trust Board of Trustees. If the increase to the employee contribution rate for both the 3% @ 55 and SHY is greater than the Prevailing Wage calculation for Fiscal Year 2006-07, the employee contribution rate will be increased to an amount equal to the Prevailing Wage calculation and any remaining amount will be added to the employee contribution rate as of the pay period that includes June 15, 2007. Employees will be responsible for any future rate increases to the employee contribution rate for retirement plan enhancements granted in this section.

9.4 The County has the right to establish a second tier of the retirement plan: effective no earlier than September 9, 2007, permanent employees hired on or after that date will have the same retirement benefits listed above except that their benefit will be calculated based on a three year average (instead of SHY) and their post-retirement COLA will vest after 10 years of qualified employment (instead of 5 years .

10. NON-DISCRIMINATION

The parties agree to abide by the provisions of Government Code, Section 3500, et seq., as may be amended, and Civil Service Rule 16, EQUAL EMPLOYMENT OPPORTUNITY, as may be amended.

11. BENEFIT CONTRIBUTIONS

11.1 County has the right to change medical and/or dental providers during the course of this agreement.

11.2 PERS Health Insurance

11.2.1 The County shall contribute up to $80.80 per month per permanent employee for payment to the PERS health insurance program.

11.2.2 The first $80.80 per month of County payment to cafeteria plans, per Article 11.2.4and 11.5, shall be designated and limited to payment for PERS health insurance.

11.2.3 For employees who opt not to participate in PERS health insurance, following submission of proof of alternative health insurance coverage, the County shall reduce the cafeteria plan payment by the $80.80 per month PERS health insurance payment and have their spill-over/cafeteria amount reduced by that amount.

11.2.4 The parties agree that the current cafeteria plan requires that county benefit contributions be spent in the following order; employee-only medical insurance (except as otherwise noted in Article 11.2.3, employee vision, employee and/or dependent dental, if any, and dependent medical, if any. The County's obligation to make these contributions shall not exceed the total cafeteria plan contributions in Article 11.5. Parties agree that if changes in PERS regulations and or legislation requires an increase in the employer contribution designated for medical, County has a right to designate up to the minimum required amount per month of the cafeteria benefit as payment exclusively towards PERS/County-approved health insurance. This may occur in annual increments depending on regulations or legislation. All other provisions of administration of the current cafeteria plan, including required vision and dental coverage and order of expenditure shall remain unchanged.

11.3 Parties agree that all employees shall be enrolled in one of the health care plans offered by the County, except as otherwise noted in Article 11.2 above. All employees are required to participate in employee-only vision and dental.

11.4 The Health Care Plan Committee, started in 1983, shall continue to operate. One of SLOCPPOA's unit members will participate in a Management-chaired Health Care Plan Committee, and shall have complete authority to act on behalf of SLOCPPOA on Health Care Plan Committee business. This individual will be allowed release time for Health Care Plan Committee meetings as deemed necessary by the Chairman. It shall be the responsibility of said member, SLOCPPOA and said Committee to:

11.4.1 Meet as often as is reasonably necessary.

11.4.2 Monitor health care plans.

11.4.3 Make cost containment recommendations.

11.4.4 Make future recommendations concerning rates.

11.5 That effective the pay period which begins November 24, 2002, for the employees represented pursuant to this memorandum of understanding, the County will contribute an additional $60 per month, totaling up to a maximum of $509.00 per month per employee toward the current cafeteria plan for employees who are enrolled in PERS/County-approved medical options. The maximum available for "cash-out" for employees who are not enrolled in PERS/County-approved medical insurance will become $428.20 per month unless modified below. It is the intention of the County to continue to designate and limit the first $80.80 per month of the cafeteria benefit as payment exclusively towards PERS/County-approved health insurance. This is designated for PERS/County-approved health insurance and not available as "cash-out" for those employees who are not enrolled in PERS/County-approved health insurance.

11.6 Pro-ration of Benefits:

11.6.1 New part-time employees hired after February 8, 2005 will receive pro-rated cafeteria plan contributions based on hours worked, paid leave and or time off granted under the Voluntary Time Off Program (VTO). Pro-ration will be applied to the amount remaining after subtracting the mandatory PERS Health Insurance Payment indicated in Article 11.2.1 above, from the full cafeteria benefit indicated in Article 11.5 above.

11.6.2 Employees employed with the County before February 8, 2005, including all part-time and full-time employees, shall be grandfathered to receive, for the entirety of their County employment, the full medical contribution, including future increases.

11.6.3 Any employees employed with the County before February 8, 2005 that are separated from County employment due to layoff will resume receiving full medical contribution, including future increases, upon reinstatement or reemployment.

11.6.4 Departments shall not work part-time employees more than 210 hours above their allocated hours without the approval of the Office of the County Administrator.

11.7 SLOCPPOA agrees to undertake aggressive membership education program regarding health insurance cost containment commencing immediately after reaching agreement.

11.8 Domestic partners shall be eligible for dependent coverage under the County's health insurance programs.

12. RECIPROCAL RETIREMENT BENEFIT

The San Luis Obispo County Employees Retirement Plan will continue to provide for reciprocal benefit treatment with P.E.R.S., P.E.R.S. contract agencies, and County "37 Act" Retirement Systems, provided, however, that any Plan amendments which may be necessary to maintain that status shall require approval of both parties.

13. SHIFT DIFFERENTIAL

13.1 Employees will be paid the appropriate shift differential for each individual hour worked during the eligible time periods specified below.

13.1.1 Evening differential hours are from 6:00 p.m. to 11: p.m. and are paid an hourly shift differential for each hour worked in the amount of 5% of the employee's hourly base rate of pay computed to the closest unit factor.

13.1.2 Night differential hours are from 11:00 p.m. to 7:00 a.m. and are paid an hourly shift differential for each hour worked in the amount of 10% of the employee's hourly base rate of pay computed to the closest unit factor.

13.1.3 Unit members whose shift ends on or after 10:00 p.m. shall be paid an hourly shift differential of each hour worked between 3:00 p.m. and 11:00 p.m. in the amount of 5% of the employee's hourly base rate of pay computed to the closest unit factor. All hours worker after 11:00 p.m. will be paid the appropriate night differential.

13.1.4 Unit members, who are assigned to work a flex time or 4/10 work schedule, shall not be entitled to this differential except for those hours worked outside their normally scheduled work assignment.

14. SICK LEAVE

14.1 The County may amend County ordinance Code Section 2.44.060, Sick leave, to authorize the accrual of sick leave and the rate of pay for the sick leave payoff to be governed by a Board of Supervisors approved Memorandum of Understanding, thereby allowing implementation of Article 38 hereof. The County may also amend said section to allow for exchange of sick leave for vacation pay to be governed by a Board of Supervisors approved Memorandum of Understanding, thereby allowing for implementation of Article 39, below.

14.2 Sick Leave shall be used for employee injuries, illnesses or health care appointments or for the care or health care appointments of a relative of the first degree. It is not the intent of this section to amend or modify County Ordinance Code Section 2.44.060(i)(3), Sick leave, but to clarify application.

14.3 Parties agreed that the County amend County Ordinance Code Section 2.44.060(i), Sick leave, to provide:

For the class of permanent or probationary employees in the Probation Department who are Probation Officers or Juvenile Services Officers, and are employed in the classifications that are identified as Probation Officer Members as set forth in the San Luis Obispo County Pension Trust Plan, the following Provisions apply:

A permanent employee who has worked for the county five years or less from the date of hire, shall abrogate all sick leave accumulated to the date of termination and the employee shall not be compensated in any way for such sick leave.

For the class of employees who were hired on or before December 31, 1999, who had worked more than five years from the date of hire with the County as a permanent employee, or who, hired after December 31, 1999, had worked more than ten years from the date of hire with the County as a permanent employee, shall upon termination be entitled to receive for one-half of his/her accrued sick leave to a maximum of one-half of one hundred eighty days at the employee's rate of pay as of the date of termination; provided, that in event of disciplinary suspension, or termination by dismissal or other disciplinary action, the employee shall not be entitled to any payment for accrued sick leave. An employee laid off because of a reduction in force shall not be entitled to payment for accrued sick leave unless the employee forgoes placement on the reemployment list, or until such time as the employee is removed from the reemployment list.

15. ANNUAL LEAVE PROGRAM

Parties agreed that County amend County Ordinance Code Section 2.44.070(g), Holidays and time off, to provide:

Employees with approval of their department head, shall be given the option to either take advantage of County Ordinance Code Section 2.44.070, Holidays and Time Off, or request to participate in the Annual Leave Program. The Annual Leave Program will allow employees to accrue holidays and utilize them as paid time off. Both parties understand that for the employees opting for the annual leave concept, holidays will be considered as a regular workday, but that an additional day of paid time off will be added to their leave balance as the holidays identified in County Ordinance Code Section 2.44.070, Holidays and Time Off, occur.

The total number of annual leave days which may be accrued at any time during a calendar year shall be limited to 12 days, defined as 96 hours; the total number of annual leave days which the employee shall be entitled to carry over from one calendar year to the next, if he/she so desires, shall be limited to twelve days of annual leave in addition to maximum allowable vacation days in any year. This limitation shall be imposed on the last day of the first pay period ending in the following calendar year. Nothing in this chapter shall be deemed to allow any employee to be paid for any accrued annual leave which is in excess of the twelve annual leave day carry-over limitation.

Employees may enter the program at any time, but may withdraw only during the month of August.

Accrued annual leave will be utilized prior to vacation balance utilization.

Any permanent employee who terminates, or is discharged from County service for cause, shall receive payment for the unused portion of the annual leave privilege accumulated up to and including the date of discharge at his/her rate of pay on the date of discharge; provided, however, that no payment shall be made for any annual leave privilege accumulated in excess of 12 days.

16. LEAVE OF ABSENCE

Parties agree that County has the right to amend County Ordinance Code Section 2.44.040, Leave of absence without pay, to delete subsection (h) which limits individual leaves granted under this section to 24 months within a 36 month period; and to add language: Leave of absence from County employment will be granted only in accordance with the provisions of legally mandated leave laws unless otherwise determined by County Ordinance or policy.

17. STATE DISABILITY INSURANCE (SDI)

17.1 The parties agree that employees receiving SDI benefits shall coordinate accumulated paid time such as vacation, sick leave, etc., by indexing SDI payments by a factor of 1.28 (excluding overtime).

17.2 The coordination of payments will be administered by the County and charged to the program by an assessment of each participating employee which shall be five one-hundredths of a percent (.05%).

17.3 All other provisions of the SDI agreement shall remain in full force and effect.

18. REOPENER

Notwithstanding the provisions of Article 48, FULL UNDERSTANDING, MODIFICATION AND WAIVER, the parties agree that if during the term of this agreement the financial condition of the County becomes such as that there is the need to reduce the hours and days of service, that either party has the right to request the other to negotiate over the possible creation and implementation of a mandatory time off program.

19. PAY ON PROMOTION

County agrees to continue the County Ordinance Code Section 2.48.030, Administration of the compensation plan, to provide that any employee who is promoted to a classification with a higher pay range shall be placed on the step of the range allocated to the new classification which would grant such employee an increase in pay nearest to 5% but not less than 4% over the pay previously received by the employee; provided, however, the increase may exceed 5% at the discretion of the department head, if approved by the County Administrative Officer, and that such increase shall not exceed the top step of the range allocated to the new classification. The County may amend County Ordinance Code Section 2.48.030, Administration of the compensation plan, to authorize by Board of Supervisor's Resolution, the placement of employees at any step within their classification's salary range. Association acknowledges that County retains the right to alter, amend, or repeal any resolution adopted by the Board of Supervisors at any time.

20. VACATION TIME

20.1 The parties agree pursuant to County Ordinance Code Section 2.44.050(c), Vacations, to apply the carryover limitation contained in said section, as follows:

The total number of vacation hours which may be accrued at any time shall be limited to 320 hours and shall be subject to payment upon termination of employment in accordance with County Ordinance Code Section 2.44.050(e), Vacations.

20.2 Pay-in-Lieu Program. Employees shall be permitted to receive pay-in-lieu of up to 40 hours of vacation time once per fiscal year. Employees wanting to "sell back" this time shall have a minimum balance of 200 hours remaining after "sell back" and must have utilized a minimum of 40 hours of vacation in the fiscal year that they are wishing to "sell back" time.

21. STANDBY DUTY

The parties agree to continue the Standby Duty provisions contained in County Ordinance Code Section 2.48.170(a)(3), Pay differentials:

Standby duty is defined as that circumstance which requires the employee so assigned to:

- Be ready to respond in a reasonable time to calls for her/his service,
- Be readily available at all hours by telephone, or other communication devices, and
- Refrain from activities which might impair her/his assigned duties upon call.

Standby duty shall be assigned in writing and shall be compensated at the new rate of $2.75 per hour, previously $1.75 per hour. The new rate will be effective after adoption of this agreement and when administratively feasible.

22. CONSULTATION STANDBY

22.1 Consultation standby shall be used to compensate those employees who are frequently called at home after scheduled work hours by members of the public and other employees of the department, but are not actually required to return to work more than 4 times per quarter. If an employee is required to return more than four times in a quarter, then beginning the next quarter, the employee shall be placed on standby as found in Article 22.

22.2 Consultation standby shall be assigned by management in writing and shall be compensated at the new rate of $100.00 (per month, previously $25.00 or $$4.60 for each day of consultation standby, previously $1.15. The new rate will be effective after adoption of this agreement and when administratively feasible.

22.3 Employees entitled to consultation standby shall not be eligible to receive regular standby pay during the same period of time.

23. MILEAGE REIMBURSEMENT

23.1 Parties agree that for the term of this Agreement, County Ordinance Code Section 2.84.031, Compensation for vehicle use, shall not be used to determine the rate of compensation for use of private vehicles on County business.

23.2 For the term of this Agreement, employees shall be reimbursed at the maximum allowable exempt rate of reimbursement provided by the Internal Revenue Service for the authorized use of their private vehicle on County business.

24. CALL BACK/CALL IN

The parties agree that the County may amend County Ordinance Code Section 2.48.170(a)(5), Pay differentials, to provide for the following:

Those employees who are called back by management after a work shift ends, and actually report for duty, and at the sole discretion of the department head, shall be paid or earn compensating time off at the rate of time and one-half with a minimum of two hours paid time and shall continue until the employee ceases work on the call back or begins their normal shift, whichever happens first. This section does not apply to the extension of a work shift when an employee is given notice of the extension within a reasonable time before the regular shift ends.

If an employee, who was called back to work and has completed his/her assignment and left work, is again called back to work, he/she will not receive another minimum if the time of return is within the previous two hour minimum.

25. JURY DUTY

25.1 County agrees to continue to interpret County Ordinance Code Section 2.44.080, Leave of absence with pay for jury duty, as follows:

Time spent on jury duty will be considered as time worked for the day and the actual hours utilized will reduce the scheduled workday accordingly.

Employees will be granted jury duty time whether or not the hours of jury duty fall within his/her regular shift.

25.2 It is not the intent of either party to change County Ordinance Code Section 2.44.080, Leave of absence with pay for jury duty. The intent of this Article is to clarify application.

26. WITNESS PAY

26.1 The parties agree that time spent serving as a witness within the line of duty, or in a case related to the employee's job, will be considered leave with pay.

26.2 Whenever any full time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels his/her presence as a witness, unless he/she is a party or an expert witness, he/she shall be allowed the time necessary to be absent from work at his/her regular pay to comply with such subpoena, provided he/she deposits any witness fees, except mileage, with the County Treasurer.

27. DEFERRED COMPENSATION

27.1 Unit members shall continue to be eligible to join the County's Deferred Compensation Plan. Said employees will be bound by the same Plan, rules and participation agreements as are generally applicable to other County employees. SLOCPPOA acknowledges that County retains the right to alter, amend, or repeal the current plan, rules, and participation agreements, at any time.

27.2 Employees who belong or join the Plan shall pay no administration fee to the County.

28. TUITION REIMBURSEMENT FUND

County agrees to continue the current Tuition Reimbursement Program as follows:

28.1 For employees in SLOCPPOA Units, during the term of this contract only, a fund shall be set up for tuition reimbursement. The fund amount shall be: $3,500 per fiscal year for the term of this agreement. Each employee will be eligible for a maximum reimbursement from said fund, subject to availability of monies remaining in said fund.

28.2 For the term of this agreement the individual maximum shall be $250 per fiscal year.

28.3 The reimbursement will be paid in the following manner:

28.3.1 It is highly recommended that prior to enrolling in a course, employees secure department head approval that the course work is job-related and submit their Tuition Reimbursement Request with documentation of course content to the Tuition Reimbursement Coordinator for processing.

28.3.2 After being reviewed by the Human Resources Director (or their designee) for expenditure approval, the employee will be notified of expenditure approval or denial. Pre-approved requests will have the requested amount of funds held to ensure availability at time of completion of coursework.

28.3.3 Upon conclusion of the coursework, the employee must submit a completed Tuition Reimbursement Form with documentation of course content, proof of a "C" grade, "Pass" or other appropriate notice of successful completion, and documentation of expenditure(s) for fees, tuition, books, or other required course materials. Pre-approved requests will be processed for payment after verification of all documentation. All other requests will be processed for payment after verification of documentation and Human Resources Director (or their designee) approval.

28.4 This fund is not intended to preclude other training or course work which may have been contemplated by departments for such employees.

28.5 The County has the right to change reimbursement procedures. However, in no event shall the amount of funds available to the employees change from what is outlined in this MOU.

29. BILINGUAL DIFFERENTIAL

29.1 Parties agree that an employee designated by their department head to perform bilingual duties shall receive a monthly stipend to compensate for the additional skill demands placed upon them.

29.2 The County agrees to amend County Ordinance Code Section 2.48.170(d), Pay differentials, to provide that the stipend shall be either $40/mo for less than full-time use, or $80/mo for intense use that is required for successful performance of their duties.

29.2.1. The $50 rate shall be paid to County employees who use bilingual skills on a frequent but intermittent basis. This skill is secondary to the normal job function.

29.2.2. The $90 rate shall be paid to a County employee who uses bilingual skills every work day as a regular and routine part of the job. The use of bilingual skills is a primary element of this employee's job.

29.3 In either case, the County must determine that bilingual skills are essential for the successful performance of that job. All current administrative rules shall continue to apply. Discretion for this differential remains with the department head.

30. ORIENTATION

At the Orientation Program, the County will distribute to new employees represented by SLOCPPOA an envelope of orientation material supplied by SLOCPPOA. The material provided and distributed will be intended to introduce SLOCPPOA and shall be satisfactory to the Director of Personnel or designee.

31. TRANSPORTATION

Parties agree to continue County Ordinance Code Section 2.84.011, Personal vehicles, on utilization of employee vehicles, as follows:

Employees now using County vehicles for work related travel may, at the discretion of appointing authorities, be required to use their own vehicles at agreed upon mileage reimbursement rates. It is not the intent of the County to cause employees to utilize their automobiles for other than personal transportation, except as is the current practice or in the event of an emergency.

It is not the intention of the County to require any employee now using a County vehicle on a regular and constant basis for job-related travel to use her/his private vehicle for substantially similar job-related travel.

32. OVERTIME

32.1 Overtime shall continue to be compensated as provided in the County Ordinance Code and herein. As a result of the 1984 negotiations, the parties agree that such code shall be modified at Section 2.44.030(E), Regular overtime, to allow the County department head the sole discretion to determine whether overtime shall be paid or compensating time off accrued.

32.2 The parties agree to continue the compensatory time accumulation limit to provide that compensatory time off may be accumulated to a maximum of 120 hours earned for 80 hours worked.

When an employee has accumulated the maximum allowable compensatory time, any overtime worked thereafter will be paid at the rate of time and one-half. Compensatory time will not be lost if not used in the year it was earned. At the time of separation from County service, unused compensatory time off shall be paid off at the straight-time rate.

Management will not unreasonably deny proper employee requests for use of compensatory time off.

32.3 Compensated leave or Compensatory time off shall not be used to determine the overtime threshold.

33. HOLIDAYS

33.1 Parties agree that County may change County Ordinance Code Section 2.44.070, Holidays and time off, which provides the terms and conditions controlling use of paid holidays for all permanent and probationary employees of this Unit during the term of this Agreement. The County's holidays shall be:

33.1.1 January 1 (New Years Day);
33.1.2 The third Monday in January (Martin Luther King Day) (added July, 1984);
33.1.3 February 12 (Lincoln's Birthday);
33.1.4 The third Monday in February (Washington's Birthday);
33.1.5 The last Monday in May (Memorial Day);
33.1.6 July 4 (Independence Day);
33.1.7 First Monday in September (Labor Day);
33.1.8 The second Monday in October (Columbus Day);
33.1.9 November 11 (Veterans Day);
33.1.10 That day in November designated as Thanksgiving Day;
33.1.11 The Friday in November immediately following the day designated as Thanksgiving Day;
33.1.12 December 25 (Christmas Day);

33.1.13 All other days as may be proclaimed by the County's Board of Supervisors. (Modified July, 1984)

33.1.14 A personal leave day is granted in exchange for observing September 9 (Admission Day) and will be allowed to be used at anytime during the current fiscal year. Only permanent status employees are eligible and permanent status part-time employees shall take personal leave on the same pro rata basis as their part-time schedule bears to the full work schedule of their department. This personal leave day cannot be accrued and will be lost unless utilized during the fiscal year.

34. AGENDA

County agrees to provide one copy of the agenda for Board of Supervisors meetings, Civil Service Commission meetings and for Pension Trust Board meetings to SLOCPPOA. Agenda shall be provided at the same time and in the same manner as for the general public.

35. SLOCPPOA RIGHTS

35.1 The SLOCPPOA may have up to a maximum of 4 officers utilize time during normal working hours for meeting and conferring with authorized County management personnel, subject to advance scheduling. The President of SLOCPPOA, may after getting approval by the Chief Probation Officer, use up to 40 hours per year of paid leave time, to attend employee association conferences. This use of paid leave time is contingent upon SLOCPPOA's approval and reimbursement to the County of the salary and benefit costs associated with the paid leave. Any time off not approved and reimbursed by SLOCPPOA may be taken off using accumulated vacation, compensating time off, or leave of absence without pay at the discretion of the President, but in no event shall the total time off each year exceed 40 hours.

35.2 Re-opener on Agency shop election during term of contract.

36. DIABLO EMERGENCY RESPONSE PLAN

The parties agree that the January 14, 1986 Agreement between the County and SLOCPPOA's predecessor organization concerning the Diablo Emergency Response Plan shall be in full force and effect until the end of the term of this Agreement.

37. TEMPORARY EMPLOYMENT

The parties agree that the County may amend County Ordinance Code Section 2.48.080, Temporary employment, as follows:

Temporary employment shall be authorized upon the submission of a written request by the department head to the personnel director, and approval of such request by the personnel director. The approval shall be obtained prior to the employment of the temporary personnel, provided that in emergencies the approval may be obtained by telephone communication. The approval shall be conditioned on the availability of appropriations in the departmental budget to cover the cost thereof. The personnel director shall determine the rate of compensation for the employment, which rate shall be consistent with the rates established in this chapter for comparable permanent employment.

38. SICK LEAVE ACCRUAL AND PAYOFF

38.1 The County and SLOCPPOA agree to continue the accrual and payoff policy as follows:

38.1.1 Accrual of sick leave shall be limited to 260 working days.

38.1.2 For those employees entitled to be paid for their accumulated sick leave upon termination from County employment, they shall be entitled to receive payment in accordance with the following table:

Accrued Sick Leave	Rate
0-180 days	1/2 accrued sick leave at employees annual average rate of pay
181-260 days	No sick payoff in exchange for County's agreement to lift the 180 day accrual limit, SLOCPPOA agrees that there will be no sick leave payoff for time accrued in excess of 180 days.

38.1.3 Probation and Juvenile Services Officers hired after 12/31/99 who receive Special Disability Benefits will receive Sick Leave Payoff after 10 years of service. As agreed to on 12-7-99 in the SLOCEA amendment to the 1995-2000 MOU.

38.1.4 Except as is otherwise specifically provided in this Article, the provisions of County Ordinance Code Sections 2.44.050, Vacations, and 2.44.060, Sick leave, shall govern all matters relating to vacation or sick leave.

39. SICK LEAVE HOURS EXCHANGE FOR VACATION HOURS

39.1 The County and SLOCPPOA agree:

39.1.1 Employees who have more than 14 years of service with the County as a permanent employee shall be entitled to exchange two hours of sick leave for one hour of vacation. The maximum number hours that can be exchanged during a calendar year shall be 80 sick leave hours for 40 vacation hours. Provided however, such employees must maintain a minimum balance of 30 days of sick leave, and shall only be permitted to exchange those sick leave hours over the required thirty day sick leave balance.

39.1.2 Except as otherwise specifically provided in this Article, the provisions of County Ordinance Code Sections 2.44.050, Vacation, and 2.44.060, Sick leave, shall govern all matters relating to vacation and sick leave. Additionally, Article 20.1, Vacation Time, of this agreement, shall apply with respect to maximum number of hours of accrued vacation privilege hours.

40. SLOCPPOA GRIEVANCE RESOLUTION

Both parties agree that:

40.1 SLOCPPOA for itself alone may grieve incidents involving the following contract items:

40.1.1 Article 4 Renegotiation
40.1.2 Article 42 Use of County Facilities
40.1.3 Article 43 Dues Deduction
40.1.4 Article 5 Full Understanding, Modification, Waiver
40.1.5 Article 5 Concerted Activities
40.1.6 Article 5 Implementation and Effect
40.1.7 Article 5 Savings Provisions
40.1.8 Article 34 Agenda
40.1.9 Article 35 SLOCPPOA Rights

40.2 The grievance procedure is as follows:

40.2.1 Within five calendar days following the incident which caused or led to a problem, SLOCPPOA will apply to the Director of Personnel for relief.

40.2.2 The Director shall meet with SLOCPPOA and such other persons as deemed necessary in an attempt to resolve the problem.

40.2.3 Should SLOCPPOA be unable to obtain satisfactory relief, it may further appeal to the Board of Supervisors.

40.2.4 Within 10 calendar days after receipt of the decision of the Personnel Director, SLOCPPOA's written appeal shall be submitted to the County Administrative Officer or his/her designee for submission to the Board of Supervisors. The Board of Supervisors may hear the appeal or by resolution, board order, or ordinance, refer all grievances submitted to them to such other person or body as they deem necessary for hearing. The Board of Supervisors shall further determine whether or not the decision reached by such other person or body shall be final and binding or advisory in nature. The Board of Supervisors' decision shall be final and binding in all cases.

40.2.5 SLOCPPOA agrees that this Article gives it no rights under Civil Service Ordinance or Rules.

41. EMPLOYEE SAFETY

41.1 The County and SLOCPPOA agree to abide by all provisions of the California Plan approved in accordance with the provisions of the Federal Occupational Safety & Health Act of 1970, and any applicable legislation as may be passed by the State of California to implement that Plan. To ensure compliance, parties agree that:

41.1.1 The County of San Luis Obispo shall:

41.1.1.1 Furnish to all employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to our employees [Occupational Safety and Health Act 5(a)(1)],

41.1.1.2 Pursuant to California Labor Code section 6401.7(a) (6) implement policies and procedures to ensure that employees comply with safe and healthy work practices.

41.1.2 Each employee shall:

41.1.2.1 Comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to the Occupational Safety and Health Act, California's SB 198, and California Labor Code which are applicable to his/her own actions and conduct. 50.2 Parties agree to continue County Ordinance Code Section 2.28.010, Creation, and to allow for the addition of three employee representatives on the Safety Commission. These employee representatives will be selected by the recognized employee associations/unions county-wide. The selected employees shall serve a term of 2 years. In the event an employee representative is unable to complete his/her term of office, the recognized employee associations/unions shall designate the successor to complete the unexpired term.

41.1.2.2 The Association agrees to meet with the other recognized employee associations/unions to develop a process to select the three employee representatives indicated above.

41.2 The parties agree that the County may amend County Ordinance Code Section 2.28.010, Creation, to expand the number of departments that will have department representatives on the Safety Commission.

41.3 The County and the Association agree to meet and confer over any recommended stipend payment program for employees who are designated as departmental representatives to the Safety Commission pursuant to County Ordinance Code Section 2.28.010 (a), Creation.

42. USE OF COUNTY FACILITIES

42.1 County agrees that SLOCPPOA shall continue to have the right to use:

42.1.1 County bulletin board space allocated for reasonable SLOCPPOA literature and notices at the various work sites, providing that no such facilities shall be utilized to defame, ridicule or harass County employees, its agents, or the public. Management reserves the right to remove any offensive material, but in so doing shall notify SLOCPPOA and/or the County's Employee Relations Representative who shall then notify SLOCPPOA's office.

42.1.2 Upon prior arrangement with the County's General Services Department, and subject to availability and current charges, County facilities (meeting rooms) during reasonable non-working hours for the purpose of conducting meetings.

43. ASSOCIATION SECURITY - DUES DEDUCTION

43.1 Any employee in the unit who is currently or after the effective date of this agreement becomes a member of SLOCPPOA shall remain a member for the duration of this agreement; provided, however, that during the month of December of any year of this agreement any member may withdraw from SLOCPPOA membership by notifying the County and SLOCPPOA through written cancellation of SLOCPPOA dues deduction.

43.2 The County agrees to continue automatic payroll deduction of SLOCPPOA dues and additionally agrees to continue automatic deduction for SLOCPPOA premiums which are not duplicative of or competitive with the County insurance plans for which the members of said unit are eligible. Such deductions shall become effective with the start of the first payroll period after receipt of the appropriate written and voluntary employee authorization form as developed mutually by the parties and signed by the employee. County further agrees to issue a monthly check, payable to SLOCPPOA, for the total amount of the individual deductions.

43.3 SLOCPPOA shall indemnify and save harmless the County of San Luis Obispo, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses, or liability arising out of this Article.

44. SPECIAL DISABILITY BENEFITS, PROBATION

44.1 Parties agreed that the County may amend County Ordinance Code Section 2.44.065, Special disability benefits, to read effective January 1, 2000:

44.1.1 The disability benefits provided for in this section shall be applicable only to covered employees, and only upon the terms and conditions specified in this section.

44.1.2 "Covered employees" are defined as:

44.1.2.1 All full-time employees in the sheriff's department who are peace officers, excluding management employees;

44.1.2.2 All full-time management employees in the sheriff's department who are peace officers, excluding elected officials;

44.1.2.3 All full-time employees in the district attorney's office who are peace officers;

44.1.2.4 All full-time correctional officers employed in the sheriff's department while working as a correctional officer or as a reserve deputy sheriff;

44.1.2.5 All full-time permanent firefighting personnel employed by the county in County Service Area No. 9;

44.1.2.6 All full-time permanent employees in the airport operations specialist and lead airport operations specialist classifications;

44.1.2.7 All permanent employees in the Probation Department who are in Probation Officer and Juvenile Services Officer classifications.

44.1.3 Whenever any covered employee, except for fire-fighting personnel and airport operations personnel, is disabled by injury arising out of and in the course of actual engagement in those duties peculiar to law enforcement, he/she shall be entitled, regardless of his/her period of service with the county, to a leave of absence while so disabled without loss of salary for the period of disability, but not exceeding twelve months, or until such earlier date as he/she is retired on permanent disability pension or resigns or returns to duty.

44.2 For purposes of this section, the phrase "actual engagement in those duties peculiar to law enforcement" means that at the moment of injury the employee was performing a task that is unique to law enforcement in the sense that they would only be performed by law enforcement personnel. These are tasks that arise out of the character of law enforcement itself and pose an inherent risk of harm to which other public employees are not exposed to in the normal course of duty; tasks that are something other than ordinary and customary types of tasks that may arise in the course of work performed by covered employees and personnel in other classifications; or that may arise in the normal course of human activity. "Peculiar" does not mean that the task must be abnormal to the type of activities performed by law enforcement. It has reference only to the typical yet special and recognizable types of tasks that arise only out of law enforcement.

The following is a non-inclusive list of some duties peculiar to law enforcement for Probation and Juvenile Services Officers:

44.2.1 Apprehension, arrest or attempted apprehension or arrest of probationers or suspected probationers.

44.2.2 When working within the authorized scope of the sworn probation staff's normal course of duties while attempting to overcome a person's resistance, or perceived physical threat.

44.2.3 Custody/Detention - when actually interacting with a detainee or when physically attacked by a detainee.

44.2.4 Illness contracted as a direct result of rendering assistance to the ill or injured.

44.2.5 Approved potentially hazardous training duties.

44.2.6 Injuries sustained while assisting other public agencies while performing duties currently authorized by the Probation Department.

44.2.7 Authorized surveillance.

44.2.8 Field investigations (as distinguished from records investigations). Field investigations include activities subsequent to leaving the primary office location of the sworn staff for the purpose of enforcement of court orders.

44.3 All permanent or probationary employees claiming leave of absence without loss of salary pursuant to this section may request the Special Disability Benefit Committee of the County to determine in any case, and the committee shall determine, whether or not the disability referred to in this section arose out of and in the course of actual engagement in those duties peculiar to law enforcement. The committee shall, also, in any disputed case, determine when such disability exists.

44.4 The committee shall be composed of the following members or their designees: The County Administrative Officer; County Personnel Director; the department head of the department in which the employee works; a member of the recognized employee organization that represents the employee's classification; and a fifth member from among the County's department heads chosen by the four above members.

45. TRAINING

The parties agree to continue their good faith efforts to reach agreement through separate multi-party discussions on the issue of mandatory employee training.

46. SUMMER CARE SCHOLARSHIP

Eliminated as proposed by SLOCPPOA and funding transferred to Tuition Reimbursement Fund.

47. AGENCY SHOP

Parties agree that SLOCPPOA may at anytime during this agreement request that an agency shop election be held.

47.1 Agency Shop Implementation Election

47.1.1 The agency shop provisions contained in this Article shall only go into effect if a majority of voting eligible bargaining unit members in the agency shop election approve.

47.1.2 To determine whether Employees in the unit wish to be covered by an agency shop provision, an election will be conducted simultaneously with the contract ratification. This election will be conducted in accordance with procedures established by the California State Mediation and Conciliation Service using a separate, secret ballot. A notice explaining the obligations of Agency Shop, specifying information sufficient to give an understanding of Agency Shop requirements (including the dues structure), shall accompany the Agency Shop ballot. In addition, the ballot will indicate that an agency shop means an arrangement that requires a Employee, to join the Association, or the pay the Association a service fee in an amount not to exceed cost of representation. The cost of this election shall be borne by the Association.

47.1.3 Employees eligible to vote in this election shall be all bargaining unit Employees on the payroll for the most recent month for which data is available.

47.1.4 The State Mediation and Conciliation Service shall investigate any objections to the conduct of the election and decide matters pertaining to any challenged ballots.

47.1.5 If a majority of those eligible votes to be covered by an agency shop provision, the following provisions in Article 2 shall become operative.

47.2 Agency Shop

47.2.1 Agency Shop as used in this Article means an organizational security arrangement as defined in Government Code Section 3502.5 and applicable law.

47.2.2 Unless the Employee qualifies for an exemption under Article 47.2.8below, commencing within 30 days of the State Mediation and Conciliation Service[1]s certification of approval of the agency shop election results each Employee shall be required to either become and remain a member of the Association and pay Association dues, or pay an agency fee to the Association in an amount that does not exceed that which may be lawfully collected.

47.2.3 Association dues or fees shall be deducted from the Employee[1]s paycheck on a bi-weekly basis starting the first day of the month following completion of 30 days of employment, subject to the limitations and practices of the County's payroll system.

47.2.4 As to non-members objecting to the Association spending their agency fee on matters unrelated to collective bargaining and contract administration, the amount of the agency fee charged shall not reflect expenditures which the courts have determined to be non-chargeable, including political contributions to candidates and parties, members only benefits, charitable contributions and ideological expenditures and, to the extent prohibited by law, shall not reflect expenditures for certain aspects of lobbying, ballot measures, publications, organizing and litigation.

47.2.5 The Association shall comply with applicable law regarding disclosure and allocation of its expenses, notice to Employees of their right to object, provision for agency fee payers to challenge the Association[1]s determinations of amounts chargeable to the objecting non-members, and appropriate escrow provisions to hold contested amounts while the challenges are underway.

47.2.6 The Association shall make available, at its expense, an expeditious administrative appeals procedure to unit members who object to the payment of any portion of the representation service fee. Such procedure shall provide for a prompt decision to be made by an impartial decision-maker jointly selected by the Association and the objecting Employee(s). A copy of such a procedure shall be made available by the Association to non-Association member Employees and the County.

47.2.7 The foregoing description of permissible agency fee charges and related procedures is included herein for informational purposes and is not intended to change applicable law.

47.2.8 Exemption from Agency Fee Obligations
Religious/Conscientious Objections - A Employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. The Employee must present a written declaration to the Association, with a copy to the Public Authority that he/she qualified for this exemption. The Employee will be required to pay agency shop fees to a nonreligious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, as designated by the Employee from a list designated by the parties.

47.2.9 Leave Without Pay/Insufficient Earnings - The Employee's earning must be sufficient, after required deductions are made, to cover the full amount of the dues or agency shop service fees. Therefore, when a Employee is in a non-pay status for an entire pay period, no withholding will be made to pay for agency fees. In the case of a Employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all required deductions have priority over Association dues and agency shop fees.

47.2.10 Rescission of Agency Shop - An agency shop provision may be rescinded pursuant to the procedures contained in Government Code Section 3502.5(d). Rescission elections shall be conducted by the SCMS using the same procedures utilized for the implementation election.

47.2.11 Association Indemnification - The Association shall indemnify, defend, and hold the County, its governing board, officers, and staff, harmless against any and all claims, demands, suits, orders, or judgments, or any other form of liability that arises out of or by reason of this article, or action taken or not taken by the Association or the County under this article. This includes, but is not limited to the County's attorney's fees and costs.

48. FULL UNDERSTANDING, MODIFICATION, WAIVER

This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Unless otherwise specifically set forth herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein except to the one-time exception as set forth in Article 9 of this contract.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved by the County and ratified by the membership of SLOCPPOA.

The waiver or any breach of any term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

49. CONCERTED ACTIVITIES

49.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the County by SLOCPPOA or by its officers, agents, or members during the term of this Agreement, including the recognition of picket lines or additional compliance with the request of other labor organizations to engage in such activity.

49.2 SLOCPPOA recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the County by employees who are represented by SLOCPPOA, SLOCPPOA agrees in good faith to take all necessary steps to cause those employees to cease such action.

49.3 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the County.

50. IMPLEMENTATION AND EFFECT

This Memorandum of Understanding constitutes a mutual recommendation to be submitted to the County Board of Supervisors on August 14, 2007. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until said Board of Supervisors acts formally to approve said Memorandum of Understanding.

51. SAVINGS PROVISION

If any provisions of this Agreement are expressly superseded by a state or federal enactment, or are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and existing except to the extent permitted by law and said provisions shall be deemed severable from all other sections hereof; but all other provisions will continue in full force and effect. Upon such severance, at the request of either party, the parties shall meet and confer as soon as possible in a good faith effort to create a substitute agreement for those provisions superseded or held contrary to law.

52. IN WITNESS WHEREOF, County and SLOCPPOA have executed this Memorandum of Understanding on the day and year first hereinabove set forth,

For the County:

Gail Wilcox

Dated: 8-3-07

For SLOCPPOA:

Mike Dutra

Loyce Tobler

Dated: 8-3-07

APPROVED AS TO FORM AND LEGAL EFFECT
JAMES B. LINDHOLM, JR.
COUNTY COUSEL

By: _____
Wyatt Cash
Assistant County Counsel
7-31-07

Appendix A

New Salary Rand for BU 31 with approximatly a 9.5% increase

Effective July 1, 2007

ObjectID	Object name	Old PS group	Old Amount Step 1	Valid From	New PS grp	New Amount	
						Step 1	Step 5
323	DEPUTY PROBATION OFFICER II	2332	23.32	7/24/2007	2554	25.54	31.05
324	DEPUTY PROBATION OFFICER I	1941	19.41	7/24/2007	2125	21.25	25.83
370	JUVENILE SERVICES OFFICER I	1813	18.13	7/24/2007	1985	19.85	24.12
371	JUVENILE SERVICES OFFICER II	1996	19.96	7/24/2007	2186	21.86	26.58
372	JUVENILE SERVICES OFFICER III	2196	21.96	7/24/2007	2405	24.05	29.23