

ATTACHMENT A

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SAN LUIS OBISPO
AND THE SAN LUIS OBISPO COUNTY PROBATION MANAGERS'
PEACE OFFICERS' ASSOCIATION
2008-2011

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1. DESIGNATION OF THE PARTIES

- 1.1 This Agreement is entered into as of April 15, 2008 by and between the County of San Luis Obispo (hereinafter "County"), the San Luis Obispo County Probation Managers Peace Officers' Association (hereinafter "SLOCPMPOA") bargaining unit 29.
- 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 430, 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 SLOCPMPOA's principal authorized agent shall be Larry Katz, Silver & Katz, or his duly authorized representative (address: 980 El Camino Real, Suite 300, Santa Clara, California, 95050; Telephone: 408- 260-9670).

2. TERM

The County and SLOCPMPOA agree that the term of this Agreement commences on January 1, 2008, except as otherwise set forth in any other Article of this Agreement, and expires and is otherwise fully terminated at midnight on December 31, 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 Managers 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 Manager Unit.
- 3.2 The term "employee" or "employees" as used herein shall refer to those persons in the Probation Manager Unit occupying positions in the attached list of classifications (appendix A), 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

Parties agree to meet to negotiate a successor Agreement, no later than September 15, 2011, the final year of this Agreement.

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 SLOCPMPOA upon request in regard to any proposed subcontracting of services which would result in the elimination of unit members' jobs.

6. REOPENER

- 6.1 Notwithstanding the provisions of Article 38, 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.
- 6.2 See Article 8.3.1, Article 9.2.3.2, and Article 9.4 for other re-openers.

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, if it creates additional miles of commuting for the employee.
 - 7.2.2 Receive an estimate of the length of the temporary assignment.

8. SALARIES

- 8.1 The County shall provide for FY 2007/2008, for the SLOCPMPOA members to receive an increase of approximately 6.98% above the salaries in effect on the date of execution of the memorandum of understanding, retroactive to the pay period that includes January 1, 2008.
- 8.2 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.
 - 8.2.1 The parties agree that the negotiated prevailing wage increases provided for in Article 8.1 above will, upon the Board approval of the resolution for this MOU, apply to those persons who are presently employed by the County and members of SLOCPMPOA but said changes shall not apply to former employees who left or who leave County employment or membership in SLOCPMPOA prior to the date the resolution approving this MOU is adopted by the Board of Supervisors.
- 8.3 Salaries for remaining years of the contract are to be set by the following formula:
 - 8.3.1 The counties of Santa Barbara, Santa Cruz, Monterey, Placer, Marin, and a formula in place of Napa shall be utilized. In the event that Napa changes its organizational structure to go back to using the classification "Probation Division Director" either party may ask for a re-opener to discuss discontinuing the uses of the formula to replace Napa. The formula in place of Napa is as follows: The average total compensation of the classes used below for Monterey, Santa Barbara, Marin and Santa Cruz will be used to replace the total compensation for Napa County.
 - 8.3.2 The Benchmark from each county shall be surveyed regarding the compensation elements on December 1st of each year of this contract. The benchmark classes are:

Probation Division Manager – Monterey

Probation Manager – Santa Barbara
Director Probation Services – Marin
Probation Division Director – Santa Cruz
Probation Manager - Placer

8.3.3 As of December 1st preceding the compensation adjustment date of the pay period that includes January 1st, benchmark data from each of the counties shall be surveyed. The compensation adjustment shall be calculated as follows:

8.3.3.1 For each county, calculate the sum of:

- 8.3.3.1.1 The dollar amount of top step of the salary range for which all employees in the applicable classification are eligible
 - 8.3.3.1.2 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), including pensionable calculation if applicable.
 - 8.3.3.1.3 The dollar amount that results from the following calculation:
Add the dollar amount of the County's contribution to Health/vision/dental Insurance paid by employer or Cafeteria plan amount paid by employer (When there are several levels of benefits paid depending on family size, geographical area, or plan type, the simple average of the plan options is used. Example: If there are three plans, the amount the employer will pay for each of the three plans are added up and divided by three). The resulting dollar amount (i.e. the average of the plan options) shall be included in the survey.
 - 8.3.3.1.4 The dollar amount of the maximum reimbursement for Tuition / Education reimbursement
 - 8.3.3.1.5 The dollar amount of the maximum reimbursement for Wellness program
 - 8.3.3.1.6 The dollar amount of the maximum reimbursement for Professional Expenses
- 8.3.3.2 The sum amount of the items in 8.3.3.1 surveyed shall be calculated for each of the counties. The resulting total dollar amount for each of the counties and the Napa formula shall then be divided by six to determine the average compensation.
- 8.3.3.3 The resulting average compensation shall be compared to the compensation paid to Division Manager - Probation in County of San Luis Obispo. Compensation paid to the Division Manager – Probation in the County of San Luis Obispo shall be calculated based on the same elements of compensation listed in Article 8.3.3.1.
- 8.3.3.4 The annual percentage adjustment shall be equal to the percentage adjustment needed to bring compensation for the Division Manager – Probation classification in the County of San Luis Obispo equal to the average compensation resulting from the calculations outlined in 8.3.3.2. Parties will negotiate each year of this MOU on 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.

- 8.3.4 Salary increases shall be paid retroactively, without interest, effective the first payroll period including January 1, 2008, the first year of this MOU. In subsequent years, salary increases shall be paid retroactively, without interest, effective the first payroll period including January 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 County will continue to "pick-up" part of the employee's pension contribution on behalf of all employees within the SLOCPMPOA unit of representation. Such "pick-up" shall be 9.29 % of 109.29% of calculated retirement gross salary (base salary plus 9.29% retirement pick-up).
- 9.1.1 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 9.1) is to accommodate the desire of SLOCPMPOA 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.
- 9.2 The County agrees to continue a plan whereby the County will contribute amounts specified in Article 9.1, 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.
- 9.2.1 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.
- 9.2.2 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.
- 9.2.3 SLOCPMPOA and the County recognize that the Pension Trust costs and liabilities have increased substantially, resulting in the need to increase pension rates. In early 2007, the Pension Trust has directed a rate increase of 2.13% for this Unit plus an additional 0.12% for employees to cover portability. The parties have agreed that the County and SLOCPMPOA will split the whole cost of the increase 50/50 including the County paying half of the employees portability cost. The County has assumed an increase of 0.22% on June 1, 2007.

The next increase along with the portability factor will be assumed by SLOCPMPOA members. Employees will assume a 0.74% increase to be deducted retroactively to 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, resulting in an increase of 0.39% for employees and 0.91% increase for the County. It is understood that if any other bargaining group during the term of this contract receives a more favorable sharing arrangement of the 2007 rate increase than the above 50% split, the SLOCPMPOA share will convert prospectively to that sharing percentage.

- 9.2.3.1 Unless otherwise agreed, employees remain responsible for any future rate increases to the employee contribution for retirement plan enhancement that were effective the pay period that included July 1, 2006, when the County agreed to improve the retirement plan for the classification that has now organized into SLOCPMPOA, 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.
- 9.2.3.2 In addition, the County and SLOCPMPOA will each have the right after the Pension Trust audit to re-open the contract one time to discuss other changes to employees' pension issues.
- 9.2.4 SLOCPMPOA 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.
- 9.3 The parties agree 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), and a pensionable County pick-up of 9.29% of the employees contribution. Due to the County's pick-up of 9.29% of the employee's contribution being pensionable, all pension payment calculations will be based on 109.29% of base salary. Upon retirement, this unit's members will have an additional 9.29% added to their single highest year's base salary when determining the actual amount that the member will receive as their retirement salary. For example, if a member with 30 years of services retires at age 55 and is earning \$100,000 per year then the 90% will be based upon 90% of \$109,290 for a total of \$98,361.00 per year.
- 9.4 SLOCPMPOA acknowledges it is the County's intent to implement a modified pension benefit formula for new employees hired on or after July 1, 2008. Parties agree to a re-opener at the request of either party to discuss the modified pension benefit.

10. DEFERRED RETIREMENT OPTION PLAN (DROP)

- 10.1 The parties agree that the County shall amend all applicable County ordinances and Pension Trust By-laws as soon as administratively possible, to allow members

of SLOCPMPOA to participate in the Deferred Retirement Option Plan (DROP) for members of the Pension Trust. The DROP would provide employees who are eligible for retirement to continue to work for the County after entering into Deferred Retirement status during which the employee's retirement allowance will be paid into a DROP account. An employee enrolled into the DROP retains all rights, privileges and benefits of being an active County employee, except as specifically modified in a DROP Plan Document. The employee enrolled in the DROP continues to be eligible for the active employee Cafeteria 125 Plan benefits and is not eligible for retiree health benefits. Under the DROP, the employee's individual monthly service retirement allowance, along with agreed upon employee contributions and other supplemental benefits and adjustments will be deposited into an account maintained for the employee under the provisions of the DROP. The employee's Pension Trust Service Retirement Allowance shall be calculated on the date that the employee enters the DROP and is not recalculated at the time the employee actually terminates permanent employment with the County.

- 10.2 Upon entering the DROP, the employee's and the employer's contributions to the Pension Trust cease being paid to the Pension Trust. Upon entering the DROP, the employee shall be permitted to contribute to the employee's DROP account an amount up to and equivalent to that which would be considered the employee's normal Pension Trust contribution. Employee contributions to the DROP shall be made on a pre-tax basis, pursuant to all applicable Internal Revenue Codes. These monies are deposited into the DROP account and are distributed to the DROP participant upon termination of permanent employment with the County or the expiration of the DROP period, whichever occurs first. A member may enroll in the DROP for a period not to exceed 5 years.
- 10.3 SLOCPMPOA shall defend, indemnify and save harmless the County of San Luis Obispo and the Pension Trust, 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 implement the Deferred Retirement Option Plan (DROP).

11. 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.

12. DEFERRED COMPENSATION

- 12.1 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. SLOCPMPOA acknowledges that County retains the right to alter, amend, or repeal the current plan, rules, and participation agreements, at any time.
- 12.2 Employees who belong or join the Plan shall pay no administration fee to the County.

13. CAFETERIA CONTRIBUTIONS

- 13.1 County has the right to change medical, dental, and/or vision providers during the course of this agreement.
- 13.2 PERS Health Insurance
 - 13.2.1 The County shall continue to contribute \$741.00 per month per full-time permanent employee for payment to the PERS health insurance program.
 - 13.2.2 The first \$139.00 per month of County payment to cafeteria plans, per Article 12.2.4 and 12.5, shall be designated and limited to payment for PERS health insurance.
 - 13.2.3 For employees who opt not to participate in PERS health insurance, following submission of proof of alternative health insurance coverage, the County shall reduce their cafeteria plan payment by \$139.00 per month as designated for the PERS health insurance payment.
 - 13.2.4 The parties agree that the current cafeteria plan requires that county benefit contributions be spent in the following order; (except as otherwise noted in Article 13.2.3) vision, dental, and medical insurance. The County's obligation to make these contributions shall not exceed the total cafeteria plan contributions in Article 12.5. 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.
- 13.3 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 13.2 above. All employees are required to participate in employee-only vision and dental.
- 13.4 The Health Care Plan Committee, started in 1983, shall continue to operate. One of SLOCPMPOA's unit members will participate in a Management-chaired Health Care Plan Committee, and shall have complete authority to act on behalf of SLOCPMPOA 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, SLOCPMPOA and said Committee to:
 - 13.4.1 Meet as often as is reasonably necessary.

- 13.4.2 Monitor health care plans.
- 13.4.3 Make cost containment recommendations.
- 13.4.4 Make future recommendations concerning rates.
- 13.5 For the employees represented pursuant to this Memorandum of Understanding, the County will contribute \$741.00 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 be \$602.00 per month, less employee only vision and dental costs, unless modified per Article 13.2.4. It is the intention of the County to continue to designate and limit the first \$139.00 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.
- 13.6 Domestic partners shall be eligible for dependent coverage under the County’s health insurance programs.

14. PERMANENT PART-TIME EMPLOYEES

- 14.1 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.
- 14.2 Permanent Part-time employees will have pro-rated benefits as listed below:
 - 14.2.1 Cafeteria Contributions. Part-time employees hired after February 8, 2005 will receive pro-rated cafeteria plan contributions based on hours worked, and paid leave. Pro-ration will be applied to the amount remaining after subtracting the mandatory PERS Health Insurance Payment indicated in Article 13.2.1 above, from the full cafeteria benefit indicated in Article 13.5 above.
 - 14.2.1.1 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.
 - 14.2.1.2 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.
 - 14.2.2 Sick Leave. The parties agree that the County may amend subsection (a) of County Code Section 2.44.060(a), Sick Leave, to read as follows:

All permanent employees shall accrue one working day of sick leave at the rate of one working day with pay for each month of service. Accrual of sick leave shall be limited to two hundred and sixty (260) working days. Sick leave with pay shall only be granted upon the recommendation of the department head in case of bona fide illness or disability, including disability resulting from pregnancy of the employee, or in the event of illness or death of a relative of the first degree. Evidence may be required by the department head or the Board of Supervisors in the form of a physician's certificate or otherwise of the adequacy of the reason for any employee's absence during

the time for which sick leave is or was requested. A full-time working day shall consist of eight (8) hours, or an amount proportional to part-time status. Permanent part-time employees shall earn and use sick leave allowance on an hour for hour accrual basis, up to a maximum of forty (40) hours worked in a week. For purposes of benefit accrual, service shall be defined as all said work time and all paid leave time.

- 14.2.3 Vacation. The parties agree that the County may continue subsection (a) County Code Section 2.44.050(a), Vacation.
- 14.2.4 Holiday Pay. The parties agree that the County may continue County Code Section 2.44.070, Holidays and Time Off.
- 14.2.5 Administrative Leave. The parties agree that administrative leave for permanent part-time employees shall be reduced on the same pro rata basis as their part-time allocation bears to the full-time allocation of their department. For example, if an employee is allocated at half-time they would receive 20 hrs of Administrative leave each fiscal year, instead of the 40 hours received by a full-time manager.

15. LONG TERM DISABILITY INSURANCE

- 15.1 Members covered by this MOU that are eligible for Long Term Disability Insurance, are eligible to receive 66 2/3% of their pre-disability gross monthly salary (on the first \$13,500.00 per month). The maximum possible benefit of this program is \$9,000.00 per month.
- 15.2 SLOCPMPOA acknowledges that County retains the right to alter, amend, or repeal the current plan, rules, and participation agreements, at any time.

16. LIFE INSURANCE

- 16.1 Life Insurance - Each SLOCPMPOA member will be insured by the County for \$30,000 while the member is employed by the County. This benefit will end upon the member leaving SLOCPMPOA or leaving employment with the County.
- 16.2 Supplemental Life Insurance – Employees can participate in the County’s Supplemental Life Insurance program by paying for coverage of up to 3 times basic annual earnings to a maximum of \$300,000.00 upon approval of the provider and per the plan terms.
- 16.3 Spousal Life Insurance – Employee can participate in the County’s Spousal Life Insurance program by paying for coverage per the plan terms.
- 16.4 Dependent Life Insurance – Employee can participate in the County’s Dependent Life Insurance program by paying for coverage per the plan terms.
- 16.5 SLOCPMPOA acknowledges that County retains the right to alter, amend, or repeal the current plan, rules, and participation agreements, at any time.

17. WELLNESS / FITNESS

The parties agree that in exchange for the annual physical examination program, unit members shall be eligible to participate in the Wellness / Fitness program. Said unit members will be bound by the plan, rules, participation requirements, vendors, and cost limitations established by Risk Management.

18. TUITION REIMBURSEMENT

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

- 18.1 For employees in the SLOCPMPOA Unit, during the term of this contract only, a fund shall be set up for tuition reimbursement. The fund amount shall be \$1,000 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.
- 18.2 For the term of this agreement the individual maximum reimbursement shall be \$250.00 per fiscal year.
- 18.3 The reimbursement will be paid in the following manner:
 - 18.3.1 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.
 - 18.3.2 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.
 - 18.3.3 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.
- 18.4 This fund is not intended to preclude other training or course work, which may have been contemplated by departments for such employees.
- 18.5 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.

19. TREATMENT OF COMPENSATORY TIME OFF ON PROMOTION

Both parties agree to modify subsection (h) of county Code section 2.44.030 Regular Overtime, to add an additional subsection (4) that will read:

(4) For eligible employees that promote into SLOCPMPOA positions, a maximum of 45 hours of compensatory time off may be carried over upon promotion. Said employee will be able to take the compensatory time off without a time limit. At the time of separation from county service, unused compensatory time off will be paid at the straight-time rate.

20. ADMINISTRATIVE LEAVE

The total number of Administrative Leave days that will be credited to each member covered by this MOU will be 40 hours. The 40 hours of administrative leave shall be available for use on the first day of the first pay period of each fiscal year. This administrative leave cannot be accrued and will be lost unless utilized during the fiscal year.

21. 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.

22. VACATION TIME

- 22.1 The parties agree pursuant to County Ordinance Code Section 2.44.050c, 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.

- 22.2 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.

23. SICK LEAVE

- 23.1 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 24 hereof.

24. SICK LEAVE ACCRUAL AND PAYOFF

24.1 The County and SLOCPMPOA agree to continue the accrual and payoff policy as follows:

24.1.1 Accrual of sick leave shall be limited to 2080 hours (260 working days).

24.1.2 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:

<u>Accrued Sick Leave</u>	<u>Rate</u>
0-180 days.	½ accrued sick leave at employee's rate of pay at termination.
181-260 days.	No sick payoff in exchange for County's agreement to lift the 180 day accrual limit, SLOCPMPOA agrees that there will be no sick leave payoff for time accrued in excess of 180 days.

24.1.3 Upon separation from the County, convert up to the first \$15,000.00 of the employee's sick leave payoff, per terms in Article 23.1.2, as a pretax contribution to the County's post employment health plan. Any amount of money still owing to the unit member will be paid to the member at their current rate of pay. An account for the SLOCPMPOA will be set up as soon as administratively feasible.

24.1.4 Except as is otherwise specifically provided in this MOU, 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.

25. SICK LEAVE EXCHANGE FOR VACATION

25.1 The County and SLOCPMPOA agree:

25.1.1 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 (240 hours), and shall only be permitted to exchange those sick leave hours over the required thirty day (240 hours) sick leave balance.

25.1.2 Except as otherwise specifically provided in this MOU, 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.

26. HOLIDAYS

- 26.1 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:
- 26.1.1 January 1 (New Years Day);
 - 26.1.2 The third Monday in January (Martin Luther King Day) (added July, 1984);
 - 26.1.3 February 12 (Lincoln's Birthday);
 - 26.1.4 The third Monday in February (President's Day);
 - 26.1.5 The last Monday in May (Memorial Day);
 - 26.1.6 July 4 (Independence Day);
 - 26.1.7 First Monday in September (Labor Day);
 - 26.1.8 The second Monday in October (Columbus Day);
 - 26.1.9 November 11 (Veterans Day);
 - 26.1.10 That day in November designated as Thanksgiving Day;
 - 26.1.11 The Friday in November immediately following the day designated as Thanksgiving Day;
 - 26.1.12 December 25 (Christmas Day);
 - 26.1.13 All other days as may be proclaimed by the County's Board of Supervisors.
(Modified July, 1984)
 - 26.1.14 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.

27. TRANSPORTATION

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

- 27.1 Employees now using County vehicles for work related travel might, 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.
- 27.2 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.

28. MILEAGE REIMBURSEMENT

- 28.1 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.
- 28.2 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.

29. EMPLOYEE SAFETY

- 29.1 The County and SLOCPMPOA 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:
 - 29.1.1 The County of San Luis Obispo shall:
 - 29.1.1.1 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)],
 - 29.1.1.2 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.
 - 29.1.2 Each employee shall:
 - 29.1.2.1 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.
 - 29.1.2.2 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.
 - 29.1.2.3 The Association agrees to meet with the other recognized employee associations/unions to develop a process to select the three employee representatives indicated above.
 - 29.1.3 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.

30. DIABLO EMERGENCY RESPONSE PLAN

The parties agree that the January 14, 1986 Agreement between the County and SLOCPMPOA'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.

31. SLOCPMPOA RIGHTS

- 31.1 The SLOCPMPOA may have up to a maximum of 2 officers utilize time during normal working hours for meeting and conferring with authorized County management personnel, subject to advance scheduling. The President or designee of SLOCPMPOA, 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 SLOCPMPOA'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 SLOCPMPOA 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.

32. CONCERTED ACTIVITIES

- 32.1 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 SLOCPMPOA 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.
- 32.2 SLOCPMPOA 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 SLOCPMPOA, SLOCPMPOA agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 32.3 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the County.

33. USE OF COUNTY FACILITIES

County agrees that SLOCPMPOA shall have the right to use:

- 33.1 County on-site bulletin board space allocated for reasonable SLOCPMPOA 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 SLOCPMPOA and/or the County's Employee Relations Representative who shall then notify SLOCPMPOA's office.

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

34. ASSOCIATION SECURITY - DUES DEDUCTION

- 34.1 All employees who are covered by SLOCPMPOA are to become a member of SLOCPMPOA if not already a member. All employees who are currently or after the effective date of this agreement become a member of SLOCPMPOA, shall remain a member for the duration of this agreement.
- 34.2 The County agrees to provide automatic payroll deduction of SLOCPMPOA dues and additionally agrees to provide automatic deduction for SLOCPMPOA premiums, which are not duplicative of or competitive with the County insurance plans for which the members of said unit are eligible. Such deductions of \$11.54 per pay period 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 biweekly electronic payment to SLOCPMPOA at the financial institution of their choice, for the total amount of the individual deductions.
- 34.3 SLOCPMPOA 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.

35. AGENCY SHOP

The County recognizes SLOCPMPOA as an Agency Shop.

- 35.1 Agency Shop as used in this Article means an organizational security arrangement as defined in Government Code Section 3502.5 and applicable law.
- 35.2 Unless the Employee qualifies for an exemption under Article 35.8 below, commencing within 30 days of the State Mediation and Conciliation Service'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.
- 35.3 Association dues or fees shall be deducted from each member's paycheck on a bi-weekly basis (except as noted in Article 35.8, herein) starting the first payroll following notification to the Auditor's office from the authorized union representative that an employee has completed 30 days of employment as a member of SLOCPMPOA, subject to the limitations and practices of the County's payroll system.
- 35.4 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.

- 35.5 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's determinations of amounts chargeable to the objecting non-members, and appropriate escrow provisions to hold contested amounts while the challenges are underway.
- 35.6 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.
- 35.7 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.
- 35.8 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 501c(3) of the Internal Revenue Code, as designated by the Employee from a list designated by the parties.
- 35.9 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.
- 35.10 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.
- 35.11 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.

36. EMPLOYEE ORIENTATION

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

37. AUTOMATIC PAYROLL DEPOSIT

SLOCPMPOA agrees to requiring all members to use direct deposit for county paychecks into a financial institution of the employee's choice.

38. 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 as indicated in 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 SLOCPMPOA.

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.

39. IMPLEMENTATION AND EFFECT

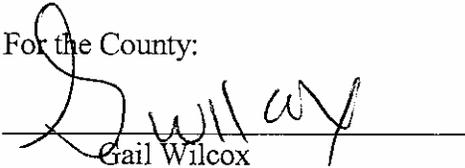
This Memorandum of Understanding constitutes a mutual recommendation to be submitted to the County Board of Supervisors on April 15, 2008. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until said Board of Supervisors acts formally to approve said Memorandum of Understanding.

40. 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.

41. IN WITNESS WHEREOF

County and SLOCPMPOA have executed this Memorandum of Understanding on the day and year first hereinabove set forth,

For the County:

Gail Wilcox

For SLOCPMPOA:

Edward Liebscher

Dated: 4-2-08

Dated: 4-3-08

APPROVED AS TO FORM AND LEGAL EFFECT,

R. WYATT CASH
County Counsel

By: 
Warren R. Jensen
Assistant County Counsel

Date: April 2, 2008

APPENDIX A

Classifications covered by the MOU:

Job ID 691 - Division Manager - Probation