MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SAN LUIS OBISPO
AND THE SAN LUIS OBISPO COUNTY EMPLOYEES' ASSOCIATION
PUBLIC SERVICES UNIT (BU01)
2014 – 2016

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SAN LUIS OBISPO
AND THE SAN LUIS OBISPO COUNTY EMPLOYEES' ASSOCIATION
PUBLIC SERVICES UNIT (BU01)
2014 – 2016

1. INTRODUCTION

1.1 Designation of the Parties

1.1.1 This Agreement is entered into as of July 1, 2014 by and between the County of San Luis Obispo (hereinafter "County"), and the San Luis Obispo County Employees' Association (hereinafter "SLOCEA" or Association).

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

1.1.2.1 The County's principal authorized agent shall be the County Administrator or his/her duly authorized representative (address: County Government Center, Room D430, 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.

1.1.2.2 SLOCEA's principal authorized agent shall be SLOCEA's General Manager or his/her duly authorized representative (address: 1035 Walnut Street, San Luis Obispo, CA 93401; Telephone: [805] 543-2021).

2. TERM

The County and SLOCEA agree that the term of this Agreement commences on July 1, 2014, except as otherwise set forth in any other Article of this Agreement, and expires and is otherwise fully terminated at midnight on June 30, 2016.

3. RECOGNITION

3.1 Exclusive Representative

3.1.1 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 Employees' Association as the exclusive representative of the employees in the Public Services Unit (BU01).

3.1.2 The Association shall continue to retain, (1) its articles of incorporation dated November 2, 1969, (2) its by-laws dated October 13, 1971, and (3) its local autonomy and control over its (a) operations, (b) power to make and enforce contracts with the County,

and (c) performance of its contractual and representational obligations with the County and its employees.

3.1.3 The term "employee" or "employees" as used herein shall refer to those persons in the Public Services Unit (BU01) 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 Successor Agreement Negotiations

4.1.1 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.

4.1.2 The parties shall use their best efforts to initiate successor Agreement negotiations within thirty (30) days after such receipt of the initiating party's notice or March 15, whichever is later.

4.1.3 Employees who serve as designated members of the Association Negotiating Team shall be allowed reasonable use of County time when meeting and conferring with the County on successor memoranda of understanding, for other negotiating sessions, and for other formal meetings regarding matters within the scope of representation.

5. COUNTY RIGHTS AND RESPONSIBILITIES

5.1 Employer Rights

5.1.1 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:

5.1.1.1 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.

5.1.2 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 SLOCEA 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 Work Schedule Policies

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

6.1.1.1 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. Emergencies can be declared by the County and may be countywide or by specific work location. Once an emergency is declared, County has the right to release employees from employment, reschedule their remaining weekly work schedule or retain anyone needed for emergency services, assistance, etc. If not rescheduled, employees released from employment will be released with pay for the remainder of the day, subject to recall at any time during their normal work hours. If recalled during their normal work hours, employees will not be eligible for Call Back Pay or Standby Pay.

6.1.1.2 Thereafter, if the emergency continues and employees are not rescheduled, employees released from employment have the right, except for accrued sick leave, to use accrued paid leave time or leave without pay for hours that they were released from employment. Released employees will not be allowed to code sick leave, voluntary time off (VTO), or regular work codes. However, if employee has no leave balances, then employee shall be permitted to request VTO. Previously approved sick leave and VTO time shall be permitted. 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 workday or work week as defined by the County.

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

6.1.1.4 The County shall determine work schedules including regular starting and quitting times.

6.1.1.5 Alternative work schedules (including flexible work week arrangements) may be established by the departments in accordance with the County's Alternative Work Schedule Policy adopted by the Board of Supervisors on April 20, 2010 as may be modified or changed in the future after meeting and conferring as required by law.

7. WORK LOCATION

7.1 Work Location Policies

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

7.1.1.1 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.

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

7.1.2.1 Receive mileage reimbursement for miles traveled from home to the temporary work site or from the permanent work site, whichever is less, only if the temporary assignment requires the employee to travel more miles than the employee would normally travel to their permanent work site.

7.1.2.2 Employees who normally car pool or use alternative transportation will be entitled to receive mileage reimbursement as stated in 7.1.2.1 above, for those days that they are required to report to a temporary work location.

7.1.2.3 Employees on a temporary return to work assignment will not receive a mileage reimbursement.

7.1.2.4 Management will make every effort to provide employees with an estimate of the length of the temporary assignment.

8. SALARIES

8.1 Fiscal Year 14-15 Salary Adjustment

8.1.1 Effective the pay period that includes July 1, 2014, wages shall be increased by 2.3% for all classifications in this unit, shown in Appendix A.

8.2 Fiscal Year 15-16 Salary Adjustment

8.2.1 Effective the pay period that includes July 1, 2015, wages shall be increased by 2.5% for all classifications in this unit, shown in Appendix A.

8.2.2 Effective the pay period that includes July 1, 2015, wages shall be increased by an additional amount for those classifications determined to be under market by more than 5%. The additional adjustment for under market classifications shall be funded through a pool of 0.3% of payroll (base pay plus wage-related rollup costs) for the entire bargaining unit based on actual bargaining unit payroll effective the payroll including January 1, 2015. The under market classifications and the additional adjustments for those classifications shall be determined through negotiations commencing on or before March 1, 2015.

8.3 Compliance with Prevailing Wage Ordinance

8.3.1 The parties agree that the salary setting process described herein complies with the requirements of County Code Section 2.48.180, which section is also known as the County Prevailing Wage Ordinance.

8.4 Market Wage Study

8.4.1 Commencing no later than September 1, 2015, the parties shall convene a pre-negotiations process to identify "comparable" employers, survey classifications, and salary and benefit data to be collected in a market wage survey. If the parties agree on all of the components of the study, the County shall collect the data, complete the market wage study, and provide it to the Association as soon as administratively feasible with a target date of January 1, 2016. The County shall meet with representatives of the Association periodically during the conduct of the study to review data that is being collected.

8.4.2 If by October 1, 2015 the parties are unable to agree on all of the components of the market wage study, the County shall complete a market wage study and provide it to the Association with a target date of January 1, 2016. This study will include a chart showing the standing of the SLOCEA bargaining unit based on selected comparable employers, survey classifications, and total compensation elements selected by the County. Any disagreements between the parties on the data factors included in the market wage study shall be addressed in successor negotiations.

8.4.3 The Association may also conduct a market wage study and provide it to the County with a target date of January 1, 2016 for use in successor contract negotiations.

8.4.4 For purpose of opening proposals covering the time period commencing July 1, 2016, the content of the wage studies described above shall not limit the ability of either party to make such wage proposals and present additional data as they see fit during the course of successor contract negotiations.

8.5 Eligibility

8.5.1 The parties agree that any wage increases are negotiated for the benefit of those persons who remain in County employment and are not intended to apply to former employees who leave County employment on or prior to the effective dates for implementation of its various provisions (See Article 60, IMPLEMENTATION AND EFFECT).

9. RETIREMENT CONTRIBUTION

9.1 Employee contributions and County Contributions (Appropriations)

9.1.1 Unit employees and the County shall split future pension contribution increases adopted by the Board of Supervisors 50/50 unless modified. The employee portion of the increase shall not exceed 2% during the term of this agreement. Any increases above the aforementioned 2% will be a subject of negotiations in determining the employees' share of pension increases in subsequent years.

9.1.2 County will continue to "pick-up" part of the Tier 1 and Tier 2 employee Pension Trust contribution on behalf of all employees within the SLOCEA unit of representation covered in this MOU. Such "pick-up" shall be eight and seventy five hundredths percent (8.75%) of pensionable wages.

9.1.2.1 For "new members," as defined by the Public Employees' Pension Reform Act (PEPRA), beginning the pay period that includes July 1, 2013, the County shall discontinue the eight and seventy five hundredths percent (8.75%) employer "pick-up" of employees' contribution to the County's Employees Retirement Plan. "New members" on or after the pay period that includes July 1, 2013 shall be responsible for the full employee share of pension contributions.

9.1.3 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 Section 9.1.2 above) has been, and continues to be to accommodate the desire of SLOCEA 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.

9.1.4 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.

9.1.5 It is further understood and agreed by the parties that the County's "pick-up" of employees Pension Trust contributions is based on the applicable provisions of the San Luis Obispo County Employees' Retirement Plan and Ordinance, applicable laws, regulations, and rulings including but not limited to, the tax treatment permitted by the California Franchise Tax Board and the Federal Government under the Internal Revenue Code. It is understood that the State Legislature, Congress, and State and Federal agencies may alter the authority for the applicable tax treatment.

9.1.6 SLOCEA 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 <u>Tier 1 Retirement</u>

9.2.1 The County agrees to continue a plan whereby the County will contribute ("pick up") amounts specified in Section 9.1.2 and 9.1.3 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.

9.2.2 Effective the pay period that includes July 1, 2005 the parties agree that "Final Compensation" for miscellaneous members of the Pension Trust from the bargaining unit shall be based upon:

9.2.2.1 The average monthly Compensation Earnable during the consecutive twelve (12) month period of employment immediately preceding the effective date of retirement or the date of last separation from service with the County, or any consecutive 12 month period elected by the employee at or before the time that the employee files an application for retirement; or if the employee fails to elect,

9.2.2.2 During the 12 consecutive months of the employee's highest Compensation Earnable while a member of the Pension Trust.

9.2.3 In exchange employees will assume all identified costs associated for single highest year final compensation:

9.2.3.1 When administratively feasible on or after the pay period that includes January 1, 2005, the employee contribution rate table will increase by sixty-six hundredths percent (0.66%); and

9.2.3.2 Effective with the pay period concurrent with the distribution of prevailing wage salary adjustments for FY 2005-06, the employee contribution rate will increase by fifty-nine hundredths percent (0.59%).

9.2.4 Deferred Retirement Option Plan (DROP)

9.2.4.1 Parties agree that SLOCEA Public Services Unit (BU01) employees are eligible to participate in the voluntary Deferred Retirement Option Plan (DROP) pursuant to Article 26 of the Retirement Plan. The DROP provides employees who are eligible for retirement to continue to work for the County after entering into Deferred Retirement status during which the employee's Service Retirement Allowance will be paid into a DROP account. It is understood that all provisions of the DROP program must conform to applicable laws. Modifications to the DROP program may be necessary to assure compliance with those laws. If modifications are necessary, the County shall notify SLOCEA. Modifications required to conform to applicable laws shall supersede any conflicting provisions in this section. An employee enrolled into the DROP retains all rights, privileges and benefits of being an active County employee, except as specifically modified by Article 26 of the Retirement Plan. 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 and related cost of living adjustments if applicable, along with applicable Additional Contribution Account amounts will be deposited into an account maintained for the employee under the provisions of the DROP. The Employee's 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.

9.2.4.2 Upon entering the DROP, the employee's and the employer's contributions to the Retirement Plan cease. A member may enroll in the DROP for a period not to exceed sixty (60) months.

9.2.4.3 SLOCEA 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).

9.2.5 Parties agree to amend the San Luis Obispo County Pension Trust Plan to allow for the purchase of Military Service credit. Such purchase shall be allowed at employee expense and at zero County cost.

9.3 Tier 2 Retirement

9.3.1 All County employees hired into the Public Services Unit (BU01), Supervisory Unit (BU05), or the Clerical (BU13) on or after April 17, 2011, and prior to January 1, 2013, will be placed in a lower second tier of retirement benefits in compliance with applicable laws and pension plan provisions. County employees in the Public Services Unit (BU01), Supervisory Unit (BU05), and the Clerical (BU13) hired prior to April 17, 2011 will maintain the current Tier 1 pension plan benefits. Current County employees who promote, transfer, or otherwise change to another bargaining unit in the future will maintain the current Tier 1 pension plan for that new bargaining unit. The implementation of the second tier retirement plan shall not, in itself, increase the cost of the Tier 1 plan. The second tier pension benefit plan, effective pursuant to Pension Plan amendment on April 17, 2011, is as follows:

9.3.1.1 Retirement formula 2@60;

9.3.1.2 90% benefit cap;

9.3.1.3 2% COLA, no carryover;

9.3.1.4 No deferred retirement option plan (DROP);

9.3.1.5 3 year average final compensation;

9.3.1.6 Pension increases that occur during the term of the Agreement will be covered by the retirement reopener that is included in the existing MOU; and

9.3.1.7 Plan amendment to include Tier 1 formula continuation for those Tier 1 employees reemployed after layoff pursuant to Civil Service Commission rules

9.4 Tier 3 Retirement

9.4.1 Effective January 1, 2013, a third tier plan was established for all "new members," in compliance with the Public Employees' Pension Reform Act (PEPRA).

9.4.1.1 "New members," as defined by the Public Employees' Pension Reform Act (PEPRA), shall be eligible for retirement formula as outlined in PEPRA and as defined in Article 29 of the San Luis Obispo County Pension Trust Plan, known as Tier 3 for all County employees.

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, as may be amended.

11. HEALTH COVERAGE AND OTHER BENEFITS

11.1 General Provisions

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

11.1.2 Under the Public Employees Medical and Hospital Care Act (PEMHCA), the County is required to provide a minimum monthly employer contribution to employee health coverage for employees enrolled in CalPERS Health Insurance. This minimum monthly contribution is specified by CalPERS.

11.1.3 Under this Agreement for those employees who elected County medical insurance under this section, the County's contribution is $750.58 per month. This amount equals the PEMHCA required employer minimum contribution plus the Cafeteria Plan Allowance. This contribution is as follows:

PEMHCA Minimum Contribution + Cafeteria Allowance = $750.58 per month

11.1.4 For those active employees who opt out of County sponsored medical insurance, the County shall contribute only the Cafeteria Plan Allowance specified in section 11.3.

11.1.5 Domestic partners, as defined by California Family Code Section 297, shall be eligible for dependent coverage under the County's health insurance program.

11.2 PEMHCA Required Monthly Contribution

11.2.1 For each employee enrolled in a County medical insurance plan, the County will contribute the minimum monthly employer contribution required under PEMHCA. For calendar year 2014, the minimum monthly employer contribution is $119. For future years, the minimum monthly employer contribution shall be determined by CalPERS.

11.3 Cafeteria Plan Allowance

11.3.1 The County agrees to maintain a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing employees with access to various health and welfare benefits. The Plan provides participants the opportunity to purchase certain benefits on a pretax basis, including, but not limited to, medical insurance, vision insurance, and dental insurance benefits. Also pursuant to Section 125 of the Internal Revenue Code, participants may participate in flexible spending accounts to be used for out-of-pocket medical expenses and dependent care expenses on a pretax basis.

11.3.2 Except as otherwise stated herein, the County will contribute a monthly Cafeteria Plan Allowance of $631.58 per month per employee enrolled in a County medical insurance plan plus the required PEMHCA contribution referred to in section 11.2.1 above.

11.3.3 The $631.58 per month Cafeteria Plan Allowance shall be changed by any combined corresponding changes in the minimum employer contribution under PEMHCA so that the total of PEMHCA contribution and Cafeteria Plan Allowance remains $750.58 per month.

11.4 <u>Employees Not Enrolled in a County Medical Insurance Plan (Opt-Out)</u>

11.4.1 Employees will be enrolled in one of the medical plans offered by the County, unless they opt out of participation following submission of proof of alternative medical insurance coverage and maintain such coverage during the opt out period. All employees are required to participate in employee-only vision and dental.

11.4.2 For employees hired on or after February 15, 2015 the cash out option will no longer be available for employees who elect to opt out of a County sponsored medical plan. These employees shall be eligible for the benefits specified in section 11.4.3.2 below.

11.4.3 For employees hired before February 15, 2015 the cash out option will be eliminated January 1, 2016, as set out by the following:

11.4.3.1 For employees who elect to opt out prior to January 1, 2016, the following provisions shall apply:

11.4.3.1.1 The County will pay $631.58 per month to each employee who elects to "opt out" of a County-sponsored medical plan.

11.4.3.1.2 The employee will receive the amount specified in 11.4.3.1.1 for as long as the employee continually elects to opt out after January 1, 2016.

11.4.3.1.3 If employee who has opted out later elects to enroll in a County-sponsored medical plan, provisions in section 11.3 shall apply.

11.4.3.2 For any employee who elects to opt out of a County-sponsored medical plan on or after January 1, 2016, the following provisions shall apply:

11.4.3.2.1 The County will pay the cost of vision and dental premiums for employee, employee plus one dependent, or employee plus family, as applicable.

11.4.3.2.2 Employees shall not receive the cash out specified in section 11.4.3.1.

11.4.3.2.3 If employee who has opted out later elects to enroll in a County-sponsored medical plan, provisions in section 11.3 shall apply.

11.4.4 SLOCEA will work collaboratively with the County through the Health Care Committee to develop health insurance options for employees with the goal of broadening health care options available to employees.

11.5 Other Cafeteria Plan Provisions

11.5.1 The parties agree that the current Cafeteria Plan requires that County benefit contributions be spent in the following order: employee-only vision; dependent vision, if any; employee-only dental; dependent dental, if any; employee-only medical insurance (except as otherwise noted in Section 11.3.3), and dependent medical, if any. The County's obligation to make these contributions shall not exceed the total Cafeteria Plan contributions in Section 11.3.2 and 11.3.3.

11.5.2 The parties agree that the Cafeteria Plan Allowance provided for in this Agreement was negotiated for the benefit of those persons who remain in County employment and was not intended to apply to former employees who leave County employment as of the date the Board of Supervisors approves this Agreement.

11.6 Health Plan Committee

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

1. Meet as often as is reasonably necessary.
2. Monitor health care plans.
3. Make cost containment recommendations.
4. Make future recommendations concerning rates.

11.7 Pro-ration of Benefits

11.7.1 Part-time employees hired after December 14, 2004, 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 Cafeteria Plan Allowance indicated in Section 11.3.

11.7.2 Employees employed with the County on or before December 14, 2004, including all part time and full time employees, shall be grandfathered to receive, for the entirety of their County employment, the full Cafeteria Plan Allowance as specified in Section 11.3.

11.7.3 Any current employee employed with the County on or before December 14, 2004, that separates from County employment due to layoff, who is subsequently reinstated or reemployed pursuant to Civil Service Rules, will resume receiving the full Cafeteria Plan Allowance as specified in Section 11.3 of this Agreement.

11.8 Voluntary Employee Beneficiary Association (VEBA)

11.8.1 The County will contribute $50 per month, per employee on the second pay period of each month to the employee's Universal Voluntary Employee Beneficiary Association (VEBA) account, also referred to as PEHP (Post Employment Health Plan).

11.8.2 SLOCEA agrees to program guidelines developed by the County. The County has the right to continue, modify or replace this plan subject to any required meeting and conferring pursuant to Gov. Code Section 3504.

12. RECIPROCAL RETIREMENT BENEFIT

The San Luis Obispo County Employees Retirement Plan will continue to provide for reciprocal benefit treatment with PERS, PERS 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 Rates and Eligibility

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

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

13.1.1.2 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 ten percent (10%) of the employee's hourly base rate of pay computed to the closest unit factor.

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

13.1.2 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.

13.1.3 For nurses assigned to 12 hour shifts, the parties agree to the following:

13.1.3.1 For nurses assigned to 12 hour shifts, the parties agree to the following:

13.1.3.2 12 hour nurses only will be paid the appropriate shift differential for each individual hour worked during the eligible time periods specified below:

13.1.3.2.1 Evening differential hours are from 3:00 p.m. to 11:00 p.m. and are paid an hourly shift differential for each hour worked in the amount of five percent (5%) of the employee's hourly base rate of pay computed to the closest unit factor.

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

13.1.4 Differential pay provided in this Agreement will be added to an employee's regular rate as defined by the FLSA for compensating overtime payment only as provided in this Agreement or required by law.

14. HOUSING AGREEMENT

14.1 Designations and Rent Schedule

14.1.1 All residences designated by the County for occupancy on County-owned or operated property shall be assigned by management to one of the following classifications:

1. Required
2. Mutual Benefit
3. Convenience

14.1.2 The County reserves the right to periodically re-evaluate each site as to the appropriate category. Prior to assigning to a new classification, the County shall give the employee a 30-day notice.

14.1.3 That each residence so designated shall be adjusted each July 1st to determine a fair market rate. The fair market rate shall be determined using the 2000 rates as the base rates. The current rates shall be adjusted by utilizing the May to May annual average change in the C.P.I. (U.S. City Average Housing - All Urban Consumers). Rental amount shall be rounded to the nearest $5.00.

14.1.4 That a "utility factor" shall be determined each July 1st by the County using the 2000 rates as the base rates. The current rates shall be adjusted by utilizing the May to May annual average change in the C.P.I. (U.S. City Average All Items Index - All Urban Consumers). The base year utility factor is one hundred and thirty-four dollars ($134.00)

per month for each residence which shall be paid by the employee/resident to the County.

14.1.5 That the County shall provide at least one telephone line to each property for County business. Any costs incurred by the employee on that telephone line above the required County use shall be reimbursed to the County by the employee.

14.1.6 That the following schedule of payments by employees to the County for use of County-provided residences or mobile home pads shall apply:

Category	
Required	10% of rental
Mutual Benefit	50% of rental
Convenience	80% of rental

	LOCATION	**TYPE**	**CATEGORY**	**RENTAL FY2014-15**
1	Lopez Lake, SLO Co Flood Control & Water Conservation	(2) 24' x 56' Mobile Homes (12/1/93 Installed)	Required	$1310.00 each
2	Salinas Dam Booster	3 BR, 2 B 34' x 56' Mobile Home (Installed 6/98)	Required	$1465.00
3	Salinas Dam Booster	3 BR, 2 B 26' x 66' Mobile Home (Installed 2/97)	Required	$1315.00
4	Salinas Dam	3 BR 2 B House Mobile Home (Installed 1988-89)	Required	$1310.00
5	Lopez Recreation Area	2 BR 2 B Mobile Home (Installed 2008)	Required	$1110.00
6	Lopez Recreation Area – Camp French	2 BR, 2 B Mobile Home	Required	$1000.00
7	Santa Margarita Lake	3 BR 2 B Mobile Home (Installed Jan 02)	Required	$1445.00
8	Oceano Airport	2 BR 1 B House	Required	$1110.00

14.1.7 In addition to the monthly rental cost assigned to each housing unit shall be added the annual Possessory Interest Tax for the property divided by twelve. The employee's obligation shall continue to be prorated according to Section 14.1.6 above.

14.1.8 Parties agree that the current practices related to Salary Ordinance 2.48.170 (a) Standby Duty shall continue.

15. SICK LEAVE

15.1 County Code Reference and Exceptions

15.1.1 The parties agree that the County Code Section 2.44.060 shall apply to matters relating to sick leave. The applicable provision of the County Code is as follows:

15.1.1.1 All permanent full-time employees, excluding elected officials, shall be entitled to accrue sick leave based on service at the rate of one working day with pay for each month of service, provided, that permanent part-time employees shall earn and use sick leave on the same pro rata basis as their part-time schedule bears to a full-time work schedule. A working day shall consist of eight hours, or an amount proportional to part-time status.

15.1.1.2 For purposes of accrual, service shall be defined as all said work time, all paid leave time and all paid special disability (injured-on-duty) time as provided in Section 2.44.065.

15.1.1.3 For purposes of payment, total rate of pay shall be defined as salary determined by the step at which the employee is appointed in the salary range for the class to which the employee's position is assigned.

15.1.1.4 Sick leave with pay shall only be granted upon the recommendation of the department head in case of bona fide illness, or in the event of illness or death of a relative of the first degree, or domestic partner of the employee or child of such domestic partner. 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. No paid sick leave shall be granted an employee because of illness or death of a relative of the first degree, domestic partner of the employee or child of such domestic partner, in excess of six days for the death of such relative or partner, or any one occurrence of illness of such relative or partner.

15.1.1.5 A relative of the first degree means spouse, parent, child, sister, brother, grandparent and grandchild and the corresponding relative by affinity. "Child" is further defined to include biological, foster, adopted, and stepchild, a legal ward, a child of the employee's domestic partner or a child of an employee or domestic partner standing in loco parentis.

15.1.1.6 In the event an employee is absent due to a county-service-connected disability for which he/she is receiving disability indemnity payments under the workers' compensation provisions of the Labor Code, he/she may use his/her accumulated sick leave only to such an extent as will result in a combined monthly income from sick leave pay and indemnity payments which will be no greater than his/her regular salary for a like period of time until all classes of his/her accumulated

leave are exhausted, or his/her disability indemnity payments are discontinued. Accumulated leave balances will be charged according to the specifications set forth in Sections 2.44.090(a), (b), (c) and (d).

15.1.1.7 The personnel department shall maintain complete and current records of such sick leave and vacation time accumulated and taken by each employee. It shall be the duty of each department head, the Human Resources Director and the auditor to enforce the provisions of this section.

15.1.1.8 Time taken off for cause other than those mentioned in subsections (a) through (c) of this section, Sections 2.44.030 or 2.44.050, or otherwise authorized by law, shall be deducted from the employee's salary on the basis provided in Section 2.48.050.

15.1.1.9 Sick leave shall not be used in lieu of or in addition to vacation leave.

15.1.1.10 No employee shall be entitled to sick leave while absent from duty on account of any of the following causes:

1. Disability arising from any sickness or injury purposely self-inflicted or caused by his/her willful misconduct;

2. Sickness or disability sustained while on unpaid leave of absence.

15.1.1.11 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. Upon termination of an employee who has worked more than five years from the date of hire with the county as a permanent employee, such employee shall be entitled to receive payment for one-half of his or 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 the event of disciplinary suspension, or termination by dismissal or other disciplinary action, the employee shall not be entitled to any payment for any accrued sick leave. Administrative provisions governing the payment of such sick leave may be adopted pursuant to board of supervisors approved resolution.

15.1.1.12 Pursuant to board of supervisors approved memorandum of understanding or resolution, permanent employees shall be entitled to exchange sick leave hours for vacation.

15.1.1.13 In the event an employee is absent due to a disability for which he/she is receiving disability insurance payments from the State Disability Insurance Program (SDI) he/she may use his/her accumulated sick leave only to such an extent as provided for in a current memorandum of understanding or board of supervisors resolution covering the coordination of SDI benefit payments with payment for leave balances.

Accumulated leave balances will be charged according to the specifications set forth in Section 2.44.090 (a), (b), (c) and (d).

15.1.1.14 Employees, laid off because of a reduction in force, shall not be entitled to payment for accrued sick leave unless such employee forgoes placement on the reemployment list, or until such time as the employee is removed from the reemployment list.

15.1.2 In addition, the following provision shall apply:

1. Accrual of sick leave shall be limited to two hundred and sixty (260) working days.

15.1.3 The Association also acknowledges that County retains the right to change, amend, or repeal any County Code provision subject to any legally required meet and confer requirements which will replace County Code referenced above.

16. ANNUAL LEAVE PROGRAM

16.1 County Code Reference and Exceptions

16.1.1 The parties agree that the County Code Section 2.44.070 shall apply to matters relating to the annual leave program. The applicable provision of the County Code is as follows:

16.1.1.1 The total number of annual leave days which may be accrued at any time during a calendar year shall be limited by a board of supervisors memorandum of understanding or by board of supervisors resolution.

16.1.1.2 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 this section occur.

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

16.1.1.4 Employees eligible to participate are those employed at: … mental health (in-patient), sheriff's department, juvenile services center, airport security, and Lopez Lake.

16.1.1.5 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 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 the accrual maximum.

16.1.2 In addition, the following provisions shall apply:

1. The total number of annual leave hours which may be accrued at any time is ninety-six hours (12 days).

2. Accrued annual leave is not required to be utilized prior to vacation balances.

16.1.3 The Association also acknowledges that County retains the right to change, amend, or repeal any County Code provision subject to any legally required meet and confer requirements which will replace County Code referenced above.

17. (NOT USED)

18. STATE DISABILITY INSURANCE (SDI)

18.1 Coordination of Benefits.

18.1.1 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).

18.1.2 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%).

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

19. REOPENER

Notwithstanding the provisions of Article 58, 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.

20. PAY ON PROMOTION

20.1 County Code Reference

20.1.1 The parties agree that the County Code Section 2.48.030 shall apply to matters relating to pay on promotion. The applicable provision of the County Code is as follows:

20.1.1.1 Except as provided in Sections 2.48.034 and 2.48.060, all officers or employees of the County who by resolution of the Board of Supervisors are designated as non-management when entering the employ of the County shall be paid at the first step of the salary range established for their classification. Salary step increases, as provided for in this section, are not automatic, but based on satisfactory performance and service. Service shall mean all paid hours in a permanent position. Such employees shall be placed on the step and qualify for increase in compensation or advancement to the next higher step of the pay ranges in the following manner:

1. Employees may qualify for advancement to the second step after completion of the equivalent of six months' full-time service upon the recommendation of the department head and approval of the county Human Resources Director. Full-time service means the equivalent of two thousand eighty hours of paid time.

2. Employees may qualify for advancement to the third step after the completion of the equivalent of one year of full-time service in step two upon recommendation of the department head and approval by the county Human Resources Director.

3. Employees may qualify for advancement to the fourth step after the completion of the equivalent of one year of full-time service at the third step upon recommendation of the department head and approval by the county Human Resources Director.

4. Employees may qualify for advancement to the fifth step after completion of the equivalent of one year of full-time service in step four upon recommendation of the department head and approval by the county Human Resources Director.

5. Subject to the provisions contained in subsection (f) of this section, a report verifying satisfactory performance of each employee recommended for advancement shall be submitted to the county Human Resources Director prior to final action on such recommendation.

20.1.1.2 For the purpose of determining eligibility for step advancement for non-management employees, the anniversary date shall be as follows:

1. For employees entering the county service who are appointed to a permanent position at the first step, the anniversary date shall be the day following the completion of the equivalent of six months of full-time service at such step.

2. For employees entering the county service who are appointed to a permanent position at a step other than the first step, the anniversary date shall be the day following the completion of the equivalent of one year of full-time service at such step.

3. For employees who have completed the equivalent of six months' full-time service at the first step and are thereafter compensated at a step other than the first step, the anniversary date shall be the date following the completion of the equivalent of one year of full-time service at the higher step.

20.1.1.3 Any non-management 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 five percent but not less than four percent over the pay previously received by the employee; provided, however, the increase may exceed five percent 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. Such action shall require the county Human Resources Director to establish a new anniversary date in accordance with the following criteria:

1. For employees who are promoted to a permanent position and are placed at the first step of the salary range, the anniversary date shall be the date following the completion of the equivalent of six months of full-time service at such step.

2. For employees who are promoted to a permanent position and placed at a step other than the first step, the anniversary date shall be the day following the completion of the equivalent of one year of full-time service at such step.

20.1.1.4 Any non-management employee who is demoted or who voluntarily reduces to a classification with a lower salary range, or who is reemployed, shall be placed upon such step in the new range as may be recommended by his/her department head and approved by the county Human Resources Director. Except for a voluntary reduction to a class which the employee has not held in permanent status, such step shall not be lower than the corresponding step of his/her old salary range.

20.1.1.5 When, as a result of a reclassification study, the salary of the new class of non-management employee is lower at the maximum, the incumbent shall continue to receive a salary no less than previously received, and shall be placed on the step in the new class which has a salary closest to but not more than that received in the old class, and shall be eligible for a step increase in compensation after the next anniversary date; provided, however, that the increase shall not exceed the top of the

range of the new class. Reclassification shall not change an employee's anniversary date.

20.1.1.6 At least thirty days before the anniversary date of each non-management employee, the county personnel director shall transmit to the appropriate department head a notice of the date upon which the affected employee will become eligible for a step increase. Any step increase recommendation shall be submitted by the department head to the county Human Resources Director together with the required performance evaluation report for the affected employee prior to the employee's anniversary date.

20.1.1.7 Should the administrative processing of the employee step increase recommendation be delayed through no fault of the employee, the county Human Resources Director, upon request of the department head and/or employee, may authorize the step increase effective the date the employee would otherwise have received the step increase but for the administrative delay. Except as provided in this section, retroactive step increases are prohibited.

20.1.2 The Association also acknowledges that County retains the right to change, amend, or repeal any County Code provision subject to any legally required meet and confer requirements which will replace County Code referenced above.

21. VACATION TIME

21.1 County Code Reference and Exceptions

21.1.1 The parties agree that the County Code Section 2.44.050 shall apply to matters relating to vacation time. The applicable provision of the County Code is as follows:

21.1.1.1 All permanent full-time employees, excluding elected officials, shall be entitled to accrue vacation based on service; provided, that permanent part-time employees shall earn and use vacation on the same pro rata basis as their part-time schedule bears to a full-time work schedule. Vacation time shall be accrued and taken in the manner provided in this section.

21.1.1.2 For purposes of accrual, service shall be defined as all regular paid work time, all paid leave time and all paid special disability (injured-on-duty) time as provided in Section 2.44.065. A working day shall consist of eight hours, or an amount proportional to part-time status.

21.1.1.3 Vacation time shall be accrued for all permanent employees in the following manner:

1. From the date of employment to the completion of the fourth year at the rate of five-sixths working day per month;

2. From the start of the fifth year of service to the completion of the ninth year at the rate of one and one-fourth working days per month;

3. After the completion of the ninth year, vacation time shall be accrued at the rate of one and two-thirds working days per month;

4. Pursuant to board of supervisors approved memorandum of understanding or resolution, employees are eligible to exchange sick leave hours for vacation hours based on hire date.

21.1.1.4 The total number of vacation days which may be accrued at any time during a calendar year shall be limited by a board of supervisors memorandum of understanding or by board of supervisors resolution

21.1.1.5 Vacations shall be taken in the following manner:

1. No vacation privilege shall be accrued or granted until after completion of an employee's first probationary period;

2. All vacations shall be taken at such time or times during the year as may be approved by the heads of the departments in the best interests of the county service;

3. It is the intent of this section that all employees be granted an annual vacation consistent with the provisions of subsections (c) and (d) of this section.

21.1.1.6 Any permanent employee who after completion of his/her first probationary period terminates, or is discharged from county service for cause, shall receive payment for the unused portion of the vacation privilege accumulated up to 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 vacation privilege in excess of the accrual maximum.

21.1.1.7 No person shall be permitted to work for compensation for the county in any capacity during the time of his/her paid vacation from the county service.

21.1.2 In addition, the following provisions shall apply:

1. The total number of vacation hours which may be accrued at any time is 320 hours.

2. Employees shall be permitted to receive pay-in-lieu of up to 40 hours of vacation time per fiscal year. Employees wanting to “sell back” this time shall have a minimum balance of 200 hours accrued and must have utilized a minimum of 40 hours of vacation or compensatory time off, or a combination of the two, in the fiscal year that they are wishing to “sell back” time.

21.1.3 The Association also acknowledges that County retains the right to change, amend, or repeal any County Code provision subject to any legally required meet and confer requirements which will replace County Code referenced above.

22. STANDBY DUTY

22.1 County Code Reference and Exceptions

22.1.1 The parties agree that the County Code Section 2.48.170 shall apply to matters relating to standby duty. The applicable provision of the County Code is as follows:

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

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

22.1.1.2 An employee shall not receive standby pay for hours actually worked or for hours reimbursed by a call-back minimum.

22.1.2 In addition, the following provision shall apply:

1. Standby duty shall be compensated at the rate of $2.75 per hour.
2. Nurses and assisting personnel assigned to the Suspected Abuse Response Team (SART) shall be paid $3.35 per hour while on standby duty.

22.1.3 The Association also acknowledges that County retains the right to change, amend, or repeal any County Code provision subject to any legally required meet and confer requirements which will replace County Code referenced above.

23. CONSULTATION STANDBY

23.1 Provisions

23.1.1 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 four (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.

23.1.2 Consultation standby shall be assigned by management in writing and shall be compensated at the rate of twenty-five dollars ($25.00) per month or $1.15 for each day of consultation standby.

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

24. MILEAGE REIMBURSEMENT

For the term of this Agreement, employees shall be reimbursed at the standard mileage reimbursement rate established by the Internal Revenue Service for the authorized use of their private vehicle on County business.

25. CALL BACK/CALL IN

25.1 County Code Reference and Exceptions

25.1.1 The parties agree that the County Code Section 2.48.170 shall apply to matters relating to call back. The applicable provision of the County Code is as follows:

25.1.1.1 Those employees who are called back by management after a workshift ends, and actually report for duty, shall be paid or earn compensating time off at the rate of time and one-half with a minimum of two hours paid time for each occurrence. This section does not apply to the extension of a workshift when an employee is given notice of the extension within a reasonable time before the regular shift ends.

25.1.1.2 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.

25.1.2 In addition, the following provision shall apply:

1. The call back rate provided for in the County Code shall continue until the employee ceases work on the call back or begins their normal schedule, whichever occurs first.

25.1.3 The Association also acknowledges that County retains the right to change, amend, or repeal any County Code provision subject to any legally required meet and confer requirements which will replace County Code referenced above.

26. JURY DUTY

26.1 County Code Reference and Exceptions

26.1.1 The parties agree that the County Code Section 2.44.080 shall apply to matter relating to jury duty. The applicable provision of the County Code is as follows:

26.1.1.1 All officers, deputies, and employees of the county shall be allowed leave of absence with pay for jury duty, provided that all jury fees shall be paid by such officers, deputies, and employees into the county treasury as provided in Section 2.48.020.

26.1.2 In addition, the following provisions shall apply:

1. 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.

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

26.1.3 The Association also acknowledges that County retains the right to change, amend, or repeal any County Code provision subject to any legally required meet and confer requirements which will replace County Code referenced above.

27. WITNESS PAY

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.

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.

28. DEFERRED COMPENSATION

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. SLOCEA acknowledges that County retains the right to alter, amend, or repeal the current plan, rules, and participation agreements, at any time.

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

29. TUITION REIMBURSEMENT FUND

29.1 Program Details

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

29.1.1.1 For employees in Supervisory, Clerical and Public Services Units, a fund shall be set up in the amount of $54,000 per fiscal year. Each employee will be eligible for

a maximum reimbursement from said fund, subject to availability of monies remaining in said fund.

29.1.1.2 For the term of this agreement the individual maximum shall be $250 per fiscal year. Effective July 1, 2015 the individual maximum shall increase to $400 per fiscal year.

29.1.1.3 The reimbursement will be paid in the following manner:

29.1.1.3.1 Prior to enrolling in a course or professional association membership being reimbursed under this section, employees must secure department head approval that the course work or membership is job-related and submit to the department a proposed expenditure request.

29.1.1.3.2 After review by the Human Resources Director, employee will receive expenditure approval.

29.1.1.3.3 Upon conclusion of the course work, the employee must submit proof of a "C" grade, "Pass" or other appropriate notice of successful completion along with an expenditure claim for fees, tuition, books, or other required course materials.

29.1.1.4 This fund is not intended to preclude other training or course work which may have been contemplated by departments for such employees. Tuition reimbursement funds may be used to reimburse employees for professional association membership dues where in the opinion of the County, membership in such professional organization offers appropriate training opportunities and benefits.

30. BILINGUAL DIFFERENTIAL

30.1 County Code Reference and Exceptions

30.1.1 The parties agree that the County Code Section 2.48.170 shall apply to matters relating to bilingual differential. The applicable provision of the County Code is as follows:

30.1.1.1 When it has been determined by the Human Resources Director that an employee's use of bilingual skills is necessary for the effective performance of the functions of the department, that employee shall receive either forty dollars per month for less than full-time use, or eighty dollars per month for intense use that is required for successful performance of their duties.

1. The forty dollar 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.

2. The eighty dollar 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.

30.1.1.2 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.

30.1.2 In addition, the following provision shall apply:

1. The stipend shall be either $60/mo for less than full-time use, or $100/mo for intense use that is required for successful performance of their duties.

30.1.3 The Association also acknowledges that County retains the right to change, amend, or repeal any County Code provision subject to any legally required meet and confer requirements which will replace County Code referenced above.

31. ORIENTATION

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

32. TRANSPORTATION

32.1 County Code Reference and Exceptions

32.1.1 The parties agree that the County Code Section 2.84.011 shall apply to matters relating to utilization of employee vehicles. The applicable provision of the County Code is as follows:

32.1.1.1 A County employee may refuse to use his personal vehicle for County business, except as provided below:

32.1.1.1.1 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.

32.1.1.1.2 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.

32.1.2 In addition, the following provision shall apply:

1. Mileage rates shall be in accordance with Article 24 of this Agreement.

32.1.3 The Association also acknowledges that County retains the right to change, amend, or repeal any County Code provision subject to any legally required meet and confer requirements which will replace County Code referenced above.

33. TIME IN SERVICE

The parties agree to continue "Time in Service" accrual practices that exist on the first day of this Agreement as negotiated and codified in the Board of Supervisors actions dated February 15, 2005 and March 8, 2005 amending certain sections of Chapter 2.40, 2.44 and 2.48 of the San Luis Obispo County Code.

34. OVERTIME

34.1 County Code Reference

34.1.1 Except as is otherwise provided in this Agreement or required by law, the parties agree that County Code 2.44.030 shall govern all matters relating to overtime.

34.1.2 The parties agree to continue the compensatory time accumulation limit to provide that compensatory time off may be accumulated to a maximum of one hundred twenty (120) hours earned for eighty (80) hours worked.

34.1.3 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.

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

34.1.5 Compensated leave or compensatory time off shall not be used to determine the overtime threshold.

35. HEALTH AGENCY – SPECIAL ALLOWANCES

35.1 Differentials

35.1.1 Behavioral Health staff will receive payment at the rate of $1.00 per hour differential when individually designated by Health Agency Management to be temporarily in general supervision of the Mental Health Inpatient program. Such a designation may be made when the Program Supervisor for the Inpatient Program is to be unavailable for an extended period and no other Health Agency administrative or supervisory employee is available to provide overall leadership and back-up response to the unit.

35.1.2 Nurses and clinical staff assigned to the County Jail shall receive a $2.00 per hour differential for all hours worked in that capacity.

35.1.3 All employees whose primary workstation is the Mental Health Inpatient Unit shall receive a $1.50 per hour differential for all hours worked in that capacity. Employees will code time cards to designate all hours actually worked on the Mental Health Inpatient Unit. This code is not to be used for vacations, sick, holiday, training, or other time off by employees, nor is it to be used by employees whose primary duties or workstations involve other than inpatient, except when they agree to take an actual shift of clinical duties at the Inpatient Unit.

36. HOLIDAYS

36.1 County Code References and Exceptions

36.1.1 Parties agree that County may change County Code Section 2.44.070, 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:

1. January 1 (New Years Day);
2. The third Monday in January (Martin Luther King Day) (added July, 1984);
3. February 12 (Lincoln's Birthday);
4. The third Monday in February (Washington's Birthday);
5. The last Monday in May (Memorial Day);
6. July 4 (Independence Day);
7. First Monday in September (Labor Day)
8. The second Monday in October (Columbus Day);
9. November 11 (Veterans Day);
10. That day in November designated as Thanksgiving Day;
11. The Friday in November immediately following the day designated as Thanksgiving Day;
12. December 25 (Christmas Day);
13. All other days as may be proclaimed by the County's Board of Supervisors (Modified July 1984)

36.1.2 The personal leave day granted in exchange for observing September 9 (Admission Day) 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.

36.1.3 Effective upon ratification of this Agreement, employees working a regularly scheduled workday on Thanksgiving Day, Christmas Day, and/or New Year's Day shall be

compensated with premium pay at the rate of time and one-half for all hours worked on those holidays.

36.1.4 The County reserves the right to update County Code 2.44.070, Holidays and Time Off, to provide that the holiday designated as Lincoln's Birthday shall be observed either on a Monday or a Friday of the week on which the holiday falls.

37. UNIFORMS

37.1 Uniform Allowance and Eligibility

37.1.1 All uniformed Animal Services employees, as determined by the County, will receive a $30.00 a month uniform allowance. To each newly hired uniformed Animal Services employee, the County agrees to make a one-time issue of a clean set of trousers and shirts for each regularly assigned workday during the employee's normal workweek. Additionally, the County agrees to make a one-time issue of one jacket and uniform belt for each newly hired uniformed Animal Services employee.

37.1.1.1.1 In addition to the uniform items specified above, all Animal Control Officers will receive a one-time issue of the following items in addition to the items listed above:

1 Dress Pant
1 Dress Shirt
1 Necktie
2 Name Badges
1 Rain pant
1 Rain jacket
1 Pair leather gloves
1 Sam Brown belt

37.1.1.1.2 The equipment shall be returned to the department immediately upon the employee's termination from County service.

37.1.1.1.3 Any monthly allowance may be paid by the County by incorporating such payments into the regular payroll process. The intent is to eliminate the need to process separate allowance checks.

37.1.1.1.4 After this one-time issuance, should the employee require replacement of any of the uniform items listed, during the course of their employment with the County, it shall be at the expense of the employee.

37.1.2 Social Services Investigators: The County agrees to provide Social Service Investigators with appropriate outerwear that identifies them as employees of the Department of Social Services.

38. CERTIFICATION PAY

38.1 Amounts and Eligibility

38.1.1 A differential of 5% of base pay shall be paid each pay period to County employees in the Behavioral Health Services Department in the classifications indicated below, who are performing clinical supervision of interns and on whose license the County depends for reimbursements.

38.1.2 Classifications eligible are:

1. Mental Health Therapists III, IV
2. Drug & Alcohol Specialists III, IV

38.1.3 These employees are to be designated in writing by County management. The parties agree the County has the right to assign an employee to an assignment that does not qualify for this differential. Such reassignment shall not be considered a punitive act.

39. AGENDA

County agrees to provide the agenda for Board of Supervisors meetings and Civil Service Commission meetings to SLOCEA at the same time and in the same manner as for the general public.

40. SLOCEA RIGHTS

40.1 Association Activity and Leave Time

40.1.1 The SLOCEA President, Immediate Past President, Vice President, or Secretary/Treasurer may utilize time during normal working hours for meeting and conferring with authorized County management personnel, subject to advance scheduling.

40.1.2 The President of SLOCEA may, after getting approval by the affected department head, use up to eighty (80) hours per year of paid leave time, to attend employee Association conferences, trainings, or to attend other SLOCEA business. This use of paid leave time shall be reimbursed to the County by SLOCEA for the salary and benefit costs associated with the paid leave. Such reimbursement shall be initiated by SLOCEA based on an invoice provided by the County.

40.1.3 Job stewards shall be bargaining unit employees designated by SLOCEA. SLOCEA shall notify the County Human Resources Director in writing of the names of SLOCEA's job stewards up to a combined total of thirty (30) job stewards for the Public Services, Supervisory and Clerical Bargaining Units. Changes to the listing of job stewards shall be provided to the County as they occur. Job stewards shall have the right to represent bargaining unit employees as provided in Civil Service Rule 4 to the conclusion of level 2 of the grievance procedure; shall have the right to distribute SLOCEA materials in the work

place; and shall have the right to provide SLOCEA orientation to new employees. Job stewards shall be granted reasonable release time to represent employees in rights disputes subject to prior approval from affected department head or designee. Distribution of material and orientation of new employees shall be done on non-work time; furthermore, such activity shall not disrupt the workplace.

40.1.4 To enhance harmonious labor relations, expeditious and effective representation, the County and SLOCEA agree that SLOCEA stewards shall be entitled to an aggregate of four (4) hours of Leave Without Pay (LWOP) of County release time per month for training and other related representational activities. Employees may request utilization of individual paid leave balances, except sick leave, but approval is at the discretion of the department head.

40.1.5 Effective with ratification of this agreement, stewards as a group shall be eligible for forty (40) hours of paid County release time for steward training each fiscal year. The amount of paid County release time is an aggregate amount to be used by up to thirty (30) stewards, combined, in the Public Services, Supervisory, and Clerical Bargaining Units. The aggregate total of paid release time applies to the collective stewards of the three bargaining units indicated above and not to the individual steward.

41. (NOT USED)

42. TEMPORARY EMPLOYMENT

42.1 County Code Reference

42.1.1 The parties agree that the County Code Section 2.48.080 shall apply to matters relating to temporary employment. The applicable provision of the County Code is as follows:

42.1.1.1 Temporary employment shall be authorized in accordance with Section 2.40.080 and upon the submission of a written request by the department head to the Human Resources Director, and approval of such request by the Human Resources 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 Human Resources 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 as those rates exist at the time of the appointment. The rate of compensation shall remain fixed during the term of the temporary appointment.

42.1.2 The Association also acknowledges that County retains the right to change, amend, or repeal any County Code provision subject to any legally required meet and confer requirements which will replace County Code referenced above.

43. SICK LEAVE FOR PERMANENT PART-TIME EMPLOYEES

43.1 County Code Reference and Exceptions

43.1.1 The parties agree that the County Code Section 2.44.060 shall apply to matters relating to sick leave for permanent part-time employees. The applicable provision of the County Code is as follows:

43.1.1.1 All permanent full-time employees, excluding elected officials, shall be entitled to accrue sick leave based on service at the rate of one working day with pay for each month of service, provided, that permanent part-time employees shall earn and use sick leave on the same pro rata basis as their part-time schedule bears to a full-time work schedule. A working day shall consist of eight hours, or an amount proportional to part-time status.

43.1.1.2 For purposes of accrual, service shall be defined as all said work time, all paid leave time and all paid special disability (injured-on-duty) time as provided in Section 2.44.065.

43.1.1.3 For purposes of payment, total rate of pay shall be defined as salary determined by the step at which the employee is appointed in the salary range for the class to which the employee's position is assigned.

43.1.1.4 Sick leave with pay shall only be granted upon the recommendation of the department head in case of bona fide illness, or in the event of illness or death of a relative of the first degree, or domestic partner of the employee or child of such domestic partner. 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. No paid sick leave shall be granted an employee because of illness or death of a relative of the first degree, domestic partner of the employee or child of such domestic partner, in excess of six days for the death of such relative or partner, or any one occurrence of illness of such relative or partner.

43.1.2 In addition, the following provision shall apply:

1. Accrual of sick leave shall be limited to two hundred and sixty (260) working days.

43.1.3 The Association also acknowledges that County retains the right to change, amend, or repeal any County Code provision subject to any legally required meet and confer requirements which will replace County Code referenced above.

44. VACATION LEAVE FOR PERMANENT PART-TIME EMPLOYEES

44.1 County Code Reference

44.1.1 The parties agree that the County Code Section 2.44.050 shall apply to matters relating to vacation leave for permanent part-time employees. The applicable provision of the County Code is as follows:

44.1.1.1 All permanent full-time employees, excluding elected officials, shall be entitled to accrue vacation based on service; provided, that permanent part-time employees shall earn and use vacation on the same pro rata basis as their part-time schedule bears to a full-time work schedule. Vacation time shall be accrued and taken in the manner provided in this section.

44.1.1.2 For purposes of accrual, service shall be defined as all regular paid work time, all paid leave time and all paid special disability (injured-on-duty) time as provided in Section 2.44.065. A working day shall consist of eight hours, or an amount proportional to part-time status.

44.1.2 The Association also acknowledges that County retains the right to change, amend, or repeal any County Code provision subject to any legally required meet and confer requirements which will replace County Code referenced above.

45. HOLIDAY LEAVE FOR PERMANENT PART-TIME EMPLOYEES

45.1 County Code Reference and Exceptions

45.1.1 The parties agree that the County Code Section 2.44.070 shall apply to matters relating to holiday leave for permanent part-time employees. The applicable provision of the County Code is as follows:

45.1.1.1 Permanent part-time employees shall take holiday time on the same pro rata basis as their part-time schedule bears to the full work schedule of their department.

45.1.2 In addition, the following provision shall apply:

1. Holiday time shall be calculated based on the average of paid time for the 4 weeks preceding the holiday.

45.1.3 The Association also acknowledges that County retains the right to change, amend, or repeal any County Code provision subject to any legally required meet and confer requirements which will replace County Code referenced above.

46. (NOT USED)

47. SICK LEAVE ACCRUAL AND PAYOFF

47.1 County Code Reference and Exceptions

47.1.1 The parties agree that the County Code Section 2.44.060 shall apply to matters relating to sick leave accrual and payoff. The applicable provision of the County Code is as follows:

47.1.1.1 All permanent full-time employees, excluding elected officials, shall be entitled to accrue sick leave based on service at the rate of one working day with pay for each month of service, provided, that permanent part-time employees shall earn and use sick leave on the same pro rata basis as their part-time schedule bears to a full-time work schedule. A working day shall consist of eight hours, or an amount proportional to part-time status.

47.1.1.2 For purposes of accrual, service shall be defined as all said work time, all paid leave time and all paid special disability (injured-on-duty) time as provided in Section 2.44.065.

47.1.1.3 For purposes of payment, total rate of pay shall be defined as salary determined by the step at which the employee is appointed in the salary range for the class to which the employee's position is assigned.

47.1.1.4 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. Upon termination of an employee who has worked more than five years from the date of hire with the county as a permanent employee, such employee shall be entitled to receive payment for one-half of his or 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 the event of disciplinary suspension, or termination by dismissal or other disciplinary action, the employee shall not be entitled to any payment for any accrued sick leave. Administrative provisions governing the payment of such sick leave may be adopted pursuant to board of supervisors approved resolution.

47.1.1.5 Employees laid off because of a reduction in force shall not be entitled to payment for accrued sick leave unless such employee forgoes placement on the reemployment list, or until such time as the employee is removed from the reemployment list.

47.1.2 In addition, the following provisions shall apply:

1. Accrual of sick leave shall be limited to two hundred sixty (260) working days.

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 as follows:

   For days 0-180, accrual rate is one-half accrued sick leave at the employee's current rate of pay. For days 181-260, SLOCEA agrees that there will be no sick leave payoff for time accrued in excess of 180 days.

47.1.3 The Association also acknowledges that County retains the right to change, amend, or repeal any County Code provision subject to any legally required meet and confer requirements which will replace County Code referenced above.

48. SICK LEAVE HOURS EXCHANGE FOR VACATION HOURS

48.1 Provisions

48.1.1 The County and SLOCEA agree:

48.1.1.1 Employees who have more than fourteen (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 eighty (80) sick leave hours for forty (40) vacation hours. Provided however, such employees must maintain a minimum balance of thirty (30) days of sick leave, and shall only be permitted to exchange those sick leave hours over the required thirty-day sick leave balance.

48.1.1.2 Except as otherwise specifically provided in this Article, the provisions of County Code Sections 2.44.050 and 2.44.060 shall govern all matters relating to vacation and sick leave. Additionally, Article 21, Vacation Time, of this agreement, shall apply with respect to maximum number of hours of accrued vacation privilege hours.

49. SLOCEA GRIEVANCE RESOLUTION

49.1.1 Grievable Subjects SLOCEA for itself alone may grieve incidents involving the following contract items:

1. Article 4 Renegotiation
2 Article 51 Use of County Facilities
3. Article 52 Dues Deduction
4. Article 58 Full Understanding, Modification, Waiver
5. Article 59 Concerted Activities
6. Article 60 Implementation and Effect
7. Article 61 Savings Provisions
8. Article 39 Agenda
9. Article 40 SLOCEA Rights

49.2 Grievance Procedure

49.2.1 Within 5 calendar days following the incident which caused or led to a problem, SLOCEA will apply to the personnel director for relief.

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

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

49.2.4 Within 10 calendar days after receipt of the decision of the Human Resources Director, SLOCEA'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.

49.2.5 SLOCEA agrees that this Article gives it no rights under Civil Service Ordinance or Rules.

50. EMPLOYEE SAFETY

The County and SLOCEA agree to abide by all provisions of the Federal Occupational Safety & Health Act of 1970, and any other applicable legislation.

51. USE OF COUNTY FACILITIES

51.1 Bulletin Boards and Facilities

51.1.1 County agrees the SLOCEA shall continue to have the right to use:

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

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

52. ASSOCIATION SECURITY – DUES/"FAIR SHARE" FEES DEDUCTION

52.1 Maintenance of Membership and Dues/Fair Share Deduction

52.1.1 Any employee in the unit who is currently or after the effective date of this agreement becomes a member of SLOCEA shall remain a member for the duration of this agreement. However, that during the month of December of any year of this agreement any member may withdraw from SLOCEA membership by notifying the County and SLOCEA through written cancellation of SLOCEA dues deduction unless superseded by an implemented "Fair-Share"/Agency Shop Election.

52.1.2 The County agrees to automatic payroll deduction of SLOCEA dues and/or "Fair-Share"/Agency Fees and additionally agrees to automatic deduction for SLOCEA 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 SLOCEA, for the total amount of the individual deductions for dues and/or "Fair-Share"/Agency Fees.

52.1.3 SLOCEA 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.

53. (NOT USED)

54. (NOT USED)

55. (NOT USED)

56. SUMMER CARE SCHOLARSHIP

56.1 Program Details

56.1.1 County agrees to fund a SLOCEA administered Summer Care Scholarship Program as follows:

56.1.1.1 For employees in Supervisory, Clerical, Public Services, and Trades, Crafts and Services Units, a fund shall be set up for the subsidy of child care costs associated with participation in a County funded child care program. The fund amount shall be $17,500 for each calendar year. Each employee will be eligible for a maximum subsidy from said fund, subject to availability of monies remaining in said fund. A check for said amount shall be issued to the Association by May 15th of each year.

56.1.1.2 The individual said subsidy amounts will be established by a SLOCEA Childcare Scholarship Committee (CCSC). The CCSC will develop eligibility criteria and guidelines for allocating the subsidy amounts. County Risk Management will approve these eligibility criteria and guidelines prior to implementation of the summer care program each year. If SLOCEA fails to properly implement the approved program guidelines, the County reserves the right to terminate funding for the program.

56.1.1.3 Employees must submit a request, and receive authorization prior to enrolling a child or children in a SLOCEA recommended and County funded summer care program.

56.1.1.4 By September 30 of each year, SLOCEA will provide County Risk Management with a report on the just completed summer care program period. This report will identify the following information for the program period: 1) total funds expended including administrative fees; 2) the total individual subsidy amounts by employee; and 3) the total number of children served. Any unused funds will be returned to the County.

56.1.1.5 Parties agree that any disagreement in 56.1.1.2 and 56.1.1.3 shall be submitted to the County Administrative Officer or his/her designee for his/her final and binding determination.

56.1.1.6 Parties agree that County will fund a Summer Care Scholarship Program for Confidential employees and that SLOCEA will administer the program. SLOCEA will use the same eligibility criteria and guidelines to administer the summer care program for Confidential employees as those used for the Supervisory, Clerical and Public Services Units set out in 56.1.1.2. The amount of said funding will be determined annually during the budget process and approved by a Board of Supervisor's resolution. Utilization of these funds is limited to Confidential employees. By September 30 of each year, SLOCEA will provide County Risk Management with a report on the just completed summer care program period for Confidential employees. This report will identify the following information for the program period: 1) total funds expended, including administrative fees; 2) the total individual subsidy amounts by employee; and 3) the total number of children served. Any unused funds will be returned to the County.

56.1.1.7 Any unspent monies from the previous program year shall rollover to the following year's program funds. The total amount of the carryover shall not exceed $15,000.

57. <u>UNIT MODIFICATIONS</u>

Upon the request of either party, modifications involving the movement of classifications from a SLOCEA represented unit to another SLOCEA represented unit shall be processed in accordance

with the timeline and other provisions of the Employee Relations Policy, and may also be proposed and discussed as part of negotiations for a successor agreement.

58. 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.

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 SLOCEA.

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.

59. CONCERTED ACTIVITIES

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 SLOCEA 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.

SLOCEA 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 SLOCEA, SLOCEA agrees in good faith to take all necessary steps to cause those employees to cease such action.

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

60. IMPLEMENTATION AND EFFECT

This Memorandum of Understanding constitutes a mutual recommendation to be submitted to the County Board of Supervisors on or before February 3, 2015. 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.

61. SAVINGS PROVISION

If any provision of this Agreement is superseded by a state or federal enactment, or is 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.

62. "FAIR SHARE"/AGENCY SHOP

62.1 Agency Shop

62.1.1 Bargaining Unit employees choosing not to become a member of SLOCEA or who withdraw from membership pursuant to provisions of Article 52 shall pay agency shop fees pursuant to the provisions of this Article. The following agency shop provisions are set forth for informational purposes to generally describe requirements of Government Code section 3502.5 and other applicable laws. If any of the following descriptions are inconsistent with Government Code section 3502.5 or any other applicable law, the provisions of the applicable law shall apply.

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

62.1.1.2 Unless an employee qualifies for an exemption under subsection 62.1.1.8 below, 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.

62.1.1.3 Association dues or fees shall be deducted by the County from an employee's paycheck on a bi-weekly basis starting the first day of the month following completion of thirty (30) days of employment, subject to the limitations and practices of the County's payroll system.

62.1.1.4 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.

62.1.1.5 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.

62.1.1.6 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). The Association shall make a copy of such a procedure available to non- Association member Employees and the County.

62.1.1.7 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.

62.1.1.8 Exemption from Agency Fee Obligations:

62.1.1.8.1 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 County that he or she is 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. This list will be agreed upon by the Association and County prior to the collection of fees under this article.

62.1.1.9 Leave Without Pay/Insufficient Earnings:

62.1.1.9.1 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 an 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 an 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.

62.1.1.10 Rescission of Agency Shop:

62.1.1.10.1 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 State Mediation and Conciliation Service using the same procedures utilized for the implementation election.

62.1.1.11 Association Indemnification:

62.1.1.11.1 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.

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

For the County:

Tami Douglas-Schatz,
Management Representative

Dated: 1/22/15

For SLOCEA:

Pat McNamara,
SLOCEA General Manager

Dated: 1/22/2015

APPROVED AS TO FORM AND LEGAL EFFECT

RITA L. NEAL
County Counsel

1.22.2015

By: Timothy McNulty, Assistant County Counsel

APPENDIX "A"

Class	Class Title	BU	Current Range	FY 14-15 Range	FY 15-16 Range
8885	ADMIN ANALYST AIDE	BU01	2206	2257	2313
2731	AGR/WEIGHTS & MEASURES TECH I	BU01	2000	2046	2097
2732	AGR/WEIGHTS & MEASURES TECH II	BU01	2182	2232	2288
817	AGRICULTURAL INSP/BIOLOGIST I	BU01	2182	2232	2288
818	AGRICULTURAL INSP/BIOLOGIST II	BU01	2411	2466	2528
819	AGRICULTURAL INSP/BIOLOGIST III	BU01	2727	2790	2860
816	AGRICULTURAL INSP/BIOLOGIST TR	BU01	2000	2046	2097
2730	AGRICULTURAL RESOURCE SPEC	BU01	3124	3196	3276
1402	AIRPORTS OPERATION SPECIALIST	BU01	2211	2262	2319
1417	ANIMAL CONTROL OFFICER	BU01	1784	1825	1871
8956	ANIMAL SHELTER COORDINATOR	BU01	1872	1915	1963
1423	ANIMAL SHELTER REGISTERED VETERINARY TEC	BU01	1870	1913	1961
219	ANIMAL SVCS HUMANE EDUCATOR	BU01	1678	1717	1760
711	APPRAISER I	BU01	2270	2322	2380
709	APPRAISER II	BU01	2628	2688	2755
707	APPRAISER III	BU01	2867	2933	3006
718	APPRAISER TRAINEE	BU01	1966	2011	2061
624	ARCHITECTURAL TECHNICIAN	BU01	2039	2086	2138
8894	ASSESSMENT ANALYST TRAINEE	BU01	1761	1802	1847
894	ASSESSMENT TECHNICIAN I	BU01	1682	1721	1764
895	ASSESSMENT TECHNICIAN II	BU01	1845	1887	1934
896	ASSESSMENT TECHNICIAN III	BU01	2020	2066	2118
897	ASSESSMENT TECHNICIAN IV	BU01	2103	2151	2205
615	ASSOCIATE CAPITAL PROJ COORD	BU01	3125	3197	3277
623	ASSOCIATE REAL PROPERTY AGENT	BU01	2904	2971	3045
613	ASST CAPITAL PROJ COORD	BU01	2597	2657	2723
622	ASST REAL PROPERTY AGENT	BU01	2505	2563	2627
868	ASST VETERANS SERVICE OFF I	BU01	1882	1925	1973
866	ASST VETERANS SERVICE OFF II	BU01	2154	2204	2259
1601	BUILDING INSPECTOR I	BU01	2317	2370	2429
1602	BUILDING INSPECTOR II	BU01	2657	2718	2786
1603	BUILDING INSPECTOR III	BU01	2939	3007	3082
1701	BUILDING PLANS EXAMINER I	BU01	2850	2916	2989
1702	BUILDING PLANS EXAMINER II	BU01	3125	3197	3277
1703	BUILDING PLANS EXAMINER III	BU01	3378	3456	3542
2181	BUYER I	BU01	2010	2056	2107
2182	BUYER II	BU01	2315	2368	2427
671	CADASTRAL MAPPING SYS SPEC I	BU01	2090	2138	2191

APPENDIX "A" CONTINUED

Class	Class Title	BU	Current Range	FY 14-15 Range	FY 15-16 Range
672	CADASTRAL MAPPING SYS SPEC II	BU01	2473	2530	2593
673	CADASTRAL MAPPING SYS SPEC III	BU01	2963	3031	3107
635	CAPITAL PROJECTS INSPECTOR	BU01	3125	3197	3277
2903	CIVIL ENGINEERING TECH AIDE	BU01	2016	2062	2114
648	CIVIL ENGINEERING TECH I	BU01	2512	2570	2634
650	CIVIL ENGINEERING TECH II	BU01	2876	2942	3016
652	CIVIL ENGINEERING TECH III	BU01	3302	3378	3462
552	CLINICAL LAB TECHNOLOGIST	BU01	2383	2438	2499
576	CLINICAL LABORATORY ASST I	BU01	1368	1399	1434
577	CLINICAL LABORATORY ASST II	BU01	1564	1600	1640
3501	COLLECTIONS OFFICER I	BU01	2042	2089	2141
3502	COLLECTIONS OFFICER II	BU01	2145	2194	2249
9632	COMM DISEASE INVESTIGATOR	BU01	2087	2135	2188
9679	COMMUNICATIONS AIDE	BU01	1700	1739	1782
959	COMMUNICATIONS TECHNICIAN I	BU01	2437	2493	2555
958	COMMUNICATIONS TECHNICIAN II	BU01	2739	2802	2872
420	COMMUNITY HEALTH NURSE	BU01	2888	2954	3028
427	COMMUNITY SERVICE AIDE	BU01	1256	1285	1317
8967	COMPUTER SYST TECH AIDE	BU01	1599	1636	1677
8968	COMPUTER SYST TECH I	BU01	1915	1959	2008
8969	COMPUTER SYST TECH II	BU01	2128	2177	2231
8970	COMPUTER SYST TECH III	BU01	2449	2505	2568
1341	COOK I	BU01	1481	1515	1553
1340	COOK II	BU01	1780	1821	1867
1350	COOK III	BU01	1915	1959	2008
527	CORRECTIONAL NURSE I	BU01	2830	2895	2967
528	CORRECTIONAL NURSE II	BU01	3276	3351	3435
410	CROSS CONNECTION INSPECTOR	BU01	2654	2715	2783
8903	DEPARTMENTAL AUTOMA SPEC I	BU01	2473	2530	2593
8904	DEPARTMENTAL AUTOMA SPEC II	BU01	2963	3031	3107
8906	DEPARTMENTAL AUTOMA SPEC III	BU01	3437	3516	3604
8620	DRUG & ALCOHOL SVCS SPEC I	BU01	1976	2021	2072
8621	DRUG & ALCOHOL SVCS SPEC II	BU01	2291	2344	2403
8622	DRUG & ALCOHOL SVCS SPEC III	BU01	2523	2581	2646
8623	DRUG & ALCOHOL SVCS SPEC IV	BU01	2786	2850	2921
8606	DRUG & ALCOHOL WORKER AIDE	BU01	1341	1372	1406
8607	DRUG & ALCOHOL WORKER I	BU01	1711	1750	1794

APPENDIX "A" CONTINUED

Class	Class Title	BU	Current Range	FY 14-15 Range	FY 15-16 Range
8608	DRUG & ALCOHOL WORKER II	BU01	1878	1921	1969
380	ECONOMIC CRIME OFFICER I	BU01	1900	1944	1993
381	ECONOMIC CRIME OFFICER II	BU01	2092	2140	2194
382	ECONOMIC CRIME OFFICER III	BU01	2196	2247	2303
383	ECONOMIC CRIME TECHNICIAN I	BU01	1926	1970	2019
384	ECONOMIC CRIME TECHNICIAN II	BU01	2024	2071	2123
1539	ELIGIBILITY TECHNICIAN I	BU01	1699	1738	1781
1540	ELIGIBILITY TECHNICIAN II	BU01	1848	1891	1938
1541	ELIGIBILITY TECHNICIAN III	BU01	2047	2094	2146
1544	EMPLOYMENT/RESOURCE SPEC I	BU01	1699	1738	1781
1545	EMPLOYMENT/RESOURCE SPEC II	BU01	1848	1891	1938
1546	EMPLOYMENT/RESOURCE SPEC III	BU01	2047	2094	2146
1547	EMPLOYMENT/RESOURCE SPEC IV	BU01	2334	2388	2448
641	ENGINEER I	BU01	2847	2912	2985
640	ENGINEER II	BU01	3261	3336	3419
634	ENGINEER III	BU01	3714	3799	3894
8406	ENVIR HEALTH AIDE	BU01	1864	1907	1955
8413	ENVIR HEALTH SPECIALIST I	BU01	2433	2489	2551
8414	ENVIR HEALTH SPECIALIST II	BU01	2792	2856	2927
8415	ENVIR HEALTH SPECIALIST III	BU01	3080	3151	3230
2803	ENVIR RESOURCE SPECIALIST	BU01	3124	3196	3276
9621	FAMILY SUPPORT OFFICER I	BU01	1900	1944	1993
9622	FAMILY SUPPORT OFFICER II	BU01	2092	2140	2194
9682	FAMILY SUPPORT OFFICER III	BU01	2196	2247	2303
221	HEALTH EDUCATION SPECIALIST	BU01	1925	1969	2018
2111	HUMAN RSRCS ANALYST AIDE	BU01	2206	2257	2313
447	LABORATORY ASST. I	BU01	1489	1523	1561
446	LABORATORY ASST. II	BU01	1699	1738	1781
2806	LAND USE TECHNICIAN	BU01	1977	2022	2073
8974	LEAD HEALTH EDUCATION SPECIALIST	BU01	2213	2264	2321
1003	LIBRARIAN I	BU01	2138	2187	2242
1013	LIBRARY ASSISTANT	BU01	1737	1777	1821
1009	LIBRARY DRIVER CLERK I	BU01	1459	1493	1530
1010	LIBRARY DRIVER CLERK II	BU01	1737	1777	1821
543	LICENSED VOCATIONAL NURSE	BU01	1916	1960	2009
8573	M.H. NURSE I	BU01	2913	2980	3055
8572	M.H. NURSE II	BU01	3276	3351	3435

APPENDIX "A" CONTINUED

Class	Class Title	BU	Current Range	FY 14-15 Range	FY 15-16 Range
8571	M.H. NURSE III	BU01	3551	3633	3724
458	M.H. NURSE PRACTITIONER	BU01	3962	4053	4154
8570	M.H. NURSE TRAINEE	BU01	2767	2831	2902
8568	M.H. PRE-LICENSED NURSE	BU01	2549	2608	2673
8529	M.H. THERAPIST I	BU01	2096	2144	2198
8528	M.H. THERAPIST II	BU01	2427	2483	2545
8527	M.H. THERAPIST III	BU01	2673	2734	2802
8526	M.H. THERAPIST IV	BU01	2955	3023	3099
8576	M.H. WORKER AIDE	BU01	1306	1336	1369
8575	M.H. WORKER I	BU01	1665	1703	1746
8574	M.H. WORKER II	BU01	1826	1868	1915
1620	MAPPING/GRAPHICS SYS SPEC I	BU01	2090	2138	2191
1621	MAPPING/GRAPHICS SYS SPEC II	BU01	2473	2530	2593
1622	MAPPING/GRAPHICS SYS SPEC III	BU01	2963	3031	3107
979	MICROCOMPUTER TECHNICIAN I	BU01	2222	2273	2330
980	MICROCOMPUTER TECHNICIAN II	BU01	2497	2554	2618
1711	NETWORK HARDWARE SPECIALIST I	BU01	2338	2392	2452
1712	NETWORK HARDWARE SPECIALIST II	BU01	2628	2688	2755
457	NURSE PRACTITIONER/PHYS ASST	BU01	3601	3684	3776
2238	PARALEGAL	BU01	2169	2219	2274
1203	PARK OPERATIONS COORDINATOR	BU01	2780	2844	2915
8538	PATIENT SVCS REPRESENTATIVE	BU01	1788	1829	1875
1560	PERSONAL CARE AIDE	BU01	1574	1610	1650
575	PHYS OR OCCUPATIONAL THER AIDE	BU01	1772	1813	1858
571	PHYS OR OCCUPATIONAL THER I	BU01	2680	2742	2811
572	PHYS OR OCCUPATIONAL THER II	BU01	2955	3023	3099
2800	PLANNER I	BU01	2367	2421	2482
2801	PLANNER II	BU01	2667	2728	2796
2802	PLANNER III	BU01	2970	3038	3114
326	PROBATION ASSISTANT	BU01	1954	1999	2049
587	PROPERTY TRANSFER TECH I	BU01	1682	1721	1764
588	PROPERTY TRANSFER TECH II	BU01	1845	1887	1934
589	PROPERTY TRANSFER TECH III	BU01	2020	2066	2118
695	PROPERTY TRANSFER TECH IV	BU01	2103	2151	2205
525	PSYCHOLOGIST	BU01	3585	3667	3759
422	PUBLIC HEALTH AIDE I	BU01	1397	1429	1465
423	PUBLIC HEALTH AIDE II	BU01	1474	1508	1546

APPENDIX "A" CONTINUED

Class	Class Title	BU	Current Range	FY 14-15 Range	FY 15-16 Range
424	PUBLIC HEALTH AIDE III	BU01	1678	1717	1760
442	PUBLIC HEALTH MICROBIOL I	BU01	2779	2843	2914
441	PUBLIC HEALTH MICROBIOL II	BU01	3072	3143	3222
417	PUBLIC HEALTH NURSE	BU01	3062	3132	3210
1347	PUBLIC HEALTH NUTRITIONIST I	BU01	2512	2570	2634
1348	PUBLIC HEALTH NUTRITIONIST II	BU01	2767	2831	2902
537	REGISTERED NURSE II	BU01	2978	3046	3122
1000	REPROGRAPHICS LEADWORKER	BU01	2029	2076	2128
996	REPROGRAPHICS TECH I	BU01	1342	1373	1407
992	REPROGRAPHICS TECH II	BU01	1683	1722	1765
994	REPROGRAPHICS TECH III	BU01	1935	1980	2030
1708	RESOURCE PROTECTION SPEC I	BU01	2271	2323	2381
1709	RESOURCE PROTECTION SPEC II	BU01	2847	2912	2985
1710	RESOURCE PROTECTION SPEC III	BU01	3142	3214	3294
3281	SART CLINICAL COORD	BU01	3147	3219	3299
1531	SOCIAL SVCS INVESTIGATOR	BU01	2518	2576	2640
1555	SOCIAL SVCS PROGRAM REVW SPEC	BU01	2334	2388	2448
1536	SOCIAL WORKER I	BU01	1987	2033	2084
1532	SOCIAL WORKER II	BU01	2169	2219	2274
1524	SOCIAL WORKER III	BU01	2395	2450	2511
1519	SOCIAL WORKER IV	BU01	2764	2828	2899
610	SOLID WASTE COORDINATOR I	BU01	2363	2417	2477
611	SOLID WASTE COORDINATOR II	BU01	2962	3030	3106
612	SOLID WASTE COORDINATOR III	BU01	3271	3346	3430
2183	SR BUYER	BU01	2662	2723	2791
969	SR COMMUNICATIONS TECH	BU01	3014	3083	3160
415	SR COMMUNITY HEALTH NURSE	BU01	2788	2852	2923
972	SR MICROCOMPUTER TECHNICIAN	BU01	2747	2810	2880
3001	SR PHYS OR OCCUPATIONAL THER	BU01	3155	3228	3309
421	SR PUBLIC HEALTH NURSE	BU01	3282	3357	3441
9613	SR WATER SYSTEMS CHEMIST	BU01	3478	3558	3647
961	TELEPHONE SYSTEMS COORDINATOR	BU01	1815	1857	1903
9634	VIC/WIT ASSISTANCE COORD I	BU01	1876	1919	1967
9637	VIC/WIT ASSISTANCE COORD II	BU01	2183	2233	2289
9614	VIC/WIT ASST COORD AIDE	BU01	1748	1788	1833
9617	WATER SYSTEMS CHEMIST I	BU01	2995	3064	3141
9618	WATER SYSTEMS CHEMIST II	BU01	3309	3385	3470

APPENDIX "A" CONTINUED

Class	Class Title	BU	Current Range	FY 14-15 Range	FY 15-16 Range
9615	WATER SYSTEMS LAB TECH I	BU01	2004	2050	2101
9616	WATER SYSTEMS LAB TECH II	BU01	2325	2378	2437
824	WEIGHTS & MEASURES INSP I	BU01	2182	2232	2288
821	WEIGHTS & MEASURES INSP II	BU01	2411	2466	2528
825	WEIGHTS & MEASURES INSP III	BU01	2727	2790	2860
826	WEIGHTS & MEASURES INSP TR	BU01	2000	2046	2097

COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL

(1) DEPARTMENT	(2) MEETING DATE	(3) CONTACT/PHONE
Human Resources	2/3/2015	Tami Douglas-Schatz, Human Resources Director (805)781-5959

(4) SUBJECT
Submittal of three (3) Resolutions approving the July 1, 2014 – June 30, 2016 Memorandum of Understanding (MOU) between the County of San Luis Obispo and the San Luis Obispo County Employees' Association (SLOCEA) Public Services Unit (BU01), Supervisory Unit (BU05), and Clerical Unit (BU13). All Districts.

(5) RECOMMENDED ACTION
It is recommended that the Board adopt three (3) Resolutions approving the July 1, 2014 – June 30, 2016 Memorandum of Understanding (MOU) between the County of San Luis Obispo and the San Luis Obispo County Employees' Association (SLOCEA) Public Services Unit (BU01), Supervisory Unit (BU05), and Clerical Unit (BU13).

(6) FUNDING SOURCE(S)	(7) CURRENT YEAR FINANCIAL IMPACT	(8) ANNUAL FINANCIAL IMPACT	(9) BUDGETED?
Departmental Savings/Contingency and reserves	$2,649,288	$5,957,526	No

(10) AGENDA PLACEMENT
{X} Consent **{ }** Presentation **{ }** Hearing (Time Est. ___) **{ }** Board Business (Time Est.___)

(11) EXECUTED DOCUMENTS
{X} Resolutions **{X}** Contracts **{ }** Ordinances **{ }** N/A

(12) OUTLINE AGREEMENT REQUISITION NUMBER (OAR)	(13) BUDGET ADJUSTMENT REQUIRED?
N/A	BAR ID Number: N/A **{ }** 4/5 Vote Required **{X}** N/A

(14) LOCATION MAP	(15) BUSINESS IMPACT STATEMENT?	(16) AGENDA ITEM HISTORY
N/A	No	**{X}** N/A Date: _____

(17) ADMINISTRATIVE OFFICE REVIEW

Reviewed by Leslie A. Brown

(18) SUPERVISOR DISTRICT(S)
All Districts

County of San Luis Obispo

TO: Board of Supervisors

FROM: Tami Douglas-Schatz, Human Resources Director
(805)781-5959

DATE: 2/3/2015

SUBJECT: Submittal of three (3) Resolutions approving the July 1, 2014 – June 30, 2016 Memorandum of Understanding (MOU) between the County of San Luis Obispo and the San Luis Obispo County Employees' Association (SLOCEA) Public Services Unit (BU01), Supervisory Unit (BU05), and Clerical Unit (BU13). All Districts.

RECOMMENDATION

It is recommended that the Board adopt three (3) Resolutions approving the July 1, 2014 – June 30, 2016 Memorandum of Understanding (MOU) between the County of San Luis Obispo and the San Luis Obispo County Employees' Association (SLOCEA) Public Services Unit (BU01), Supervisory Unit (BU05), and Clerical Unit (BU13).

DISCUSSION

The San Luis Obispo County Employees' Association (SLOCEA) is comprised of the following bargaining units (BU) and number of employees:

BU01	Public Services Unit	873 Employees
BU05	Supervisory Unit	199 Employees
BU13	Clerical Unit	392 Employees
TOTAL		1464 Employees

Consistent with the terms of the contract to the existing Memoranda of Understanding (MOU), on March 31, 2014, the County notified SLOCEA of its intent to meet and negotiate successor contracts that were due to expire on June 30, 2014. The parties entered into negotiations on May 20, 2014 to negotiate changes to terms and conditions of employment. The parties were able to reach a tentative agreement for a successor Memoranda of Understanding (MOU) on December 16, 2014. Pat McNamara, SLOCEA General Manager, notified the County on January 21, 2015 that the bargaining unit membership had ratified the agreement. The key details of the MOUs are as follows:

Term:

- July 1, 2014 through June 30, 2016.

Wage Provisions:

- A 2.3% General Wage Adjustment retroactive to the pay period including July 1, 2014.
- A 2.5% General Wage Adjustment effective the pay period including July 1, 2015.
- An additional wage increase for classifications determined to be more than 5% below market to be effective the pay period including July 1, 2015. These increases are funded through a pool equal to 0.3% of payroll for all classifications.

Pension Provisions:

- Unit employees and the County shall equally split (50/50) any future pension contribution increases adopted by the Board of Supervisors. The employee portion of the increase shall not exceed 2% during the term of this agreement. Increases above the 2% will be a subject of negotiations in subsequent years.

Health Coverage – Cafeteria Opt Out Provisions:

- The cash in lieu of medical insurance option is eliminated for employees hired on or after February 15, 2015 who opt out of a County sponsored medical plan.
- For employees hired before February 15, 2015, the cash in lieu of medical insurance option will be eliminated on January 1, 2016.
- Employees hired before February 15, 2015, who newly elect to opt out of a County sponsored medical plan on or after January 1, 2016, will not receive the cash in lieu of medical insurance.

Tuition Reimbursement

- Effective July 1, 2015, the individual maximum tuition reimbursement is increased from $250 per fiscal year to $400 per fiscal year. The total reimbursement fund for employees in the bargaining units remains unchanged at $54,000 per fiscal year.

Market Wage Surveys

- The parties agree to meet by 9/1/2015 to discuss and survey parameters.
- Either party may present additional data as they see fit during negotiations.

OTHER AGENCY INVOLVEMENT/IMPACT

Representatives from the Auditor's Office, Administrative Office and the Pension Trust participated in the development of these MOUs. County Counsel has reviewed and approved the Resolutions for legal form and effect. The Auditor's Office and Human Resources will process the system changes needed to implement these rate changes.

FINANCIAL CONSIDERATIONS

General Wage Adjustments:

The 2.3% general wage adjustment, retroactive to the pay period including July 1, 2014, will increase the County's costs by approximately $2,649,288 for FY 2014-15. The 2.5% general wage adjustment effective the pay period including July 1, 2015 will increase the County's costs by an additional approximately $2,954,731 for FY 2015-16. The July 1, 2015 additional out of market adjustment pool of 0.3% of payroll will cost an additional $353,507, for a total cost of approximately $3,308,238 for FY 2015-16.

Total annual County costs are approximately $5,957,526. Departmental savings will be the primary source of funding for unbudgeted expenditures associated with the compensation increases included in the attached MOUs. To the extent departmental savings are not available to cover the amount, staff will recommend that your Board authorize a transfer of the deficient amount out of General Fund Contingencies and/or reserves to the departmental operating budgets, as needed, as part of the third quarter report. The third quarter is when many such year-end adjustments are made.

RESULTS

Approval of these Resolutions will establish new two (2) year MOUs with the SLOCEA Public Services Unit (BU01), Supervisory Unit (BU05), and Clerical Unit (BU13) effective from July 1, 2014 through June 30, 2016. The terms and conditions outlined in these MOUs are consistent with the Board's direction to stabilize the County's overall budget and share in pension rate increases. Approval of these Resolutions follows the County's budget policy of a balanced approach to reintroducing resources back into contingencies and reserves, programs and services, and contributes to a results-oriented, well-governed community.

ATTACHMENTS

1. Resolution - SLOCEA Public Services Unit (BU01)
2. Resolution - SLOCEA Supervisory Unit (BU05)
3. Resolution - SLOCEA Clerical Unit (BU13)
4. Attachment A - SLOCEA Public Services Unit (BU01) MOU 2014-2016
5. Attachment B - SLOCEA Supervisory Unit (BU05) MOU 2014-2016
6. Attachment C - SLOCEA Clerical Unit (BU13) MOU 2014-2016

IN THE BOARD OF SUPERVISORS
COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

_____ day _____, 2015

PRESENT:

ABSENT:

RESOLUTION NO. _____

APPROVAL OF THE 2014 – 2016 MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SAN LUIS OBISPO AND
THE SAN LUIS OBISPO COUNTY EMPLOYEES' ASSOCIATION (SLOCEA),
PUBLIC SERVICES UNIT (BU01)

The following resolution is hereby offered and read:

WHEREAS, the San Luis Obispo County Employees' Association (hereinafter referred to as "SLOCEA") is recognized as the exclusive representative of employees in the Public Services Unit (BU01); and

WHEREAS, since on or about May 20, 2014, the Management Representative has met and conferred and negotiated in good faith with the SLOCEA concerning wages, hours and other conditions of employment as required by the Employee Relations Policy; and

WHEREAS, an agreement was reached by the Management Representative and the SLOCEA concerning all Public Services Unit (BU01) employees defined and identified as to classifications within that unit of representation; and those parties thereafter jointly prepared and executed a written Memorandum of Understanding (MOU), a copy of which is attached hereto as Attachment A; and

WHEREAS, the County's Management Representative and SLOCEA have agreed and the Board of Supervisors of the County of San Luis Obispo finds that the Memorandum of Understanding is consistent with Section 2.48.180 of the San Luis Obispo County Code and constitutes a method of determining the prevailing wages or salaries previously negotiated for those employees within the unit of representation for the same quality of service rendered to persons, governmental agencies, firms or corporations under similar employment insofar as prevailing salary or wages can be ascertained, and is consistent with the guiding principles set forth in the County's Employee Relations Policy; and

WHEREAS, it is in the best interest of the County of San Luis Obispo that the Board of

Supervisors implement the Memorandum of Understanding reached between the Management Representative and SLOCEA Public Services Unit (BU01), attached hereto as Attachment A; and

WHEREAS, pursuant to Section 2.48.090 of the San Luis Obispo County Code, the compensation of all officers and employees of the County of San Luis Obispo shall be regulated by resolution of the Board of Supervisors of said County.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of San Luis Obispo, State of California as follows:

1. That the recitals set forth hereinabove are true, correct, valid and incorporated herein; and
2. That the term of the Memorandum of Understanding will commence July 1, 2014 and be fully terminated on June 30, 2016; and
3. That the Public Services Unit (BU01) Memorandum of Understanding attached hereto as Attachment A is hereby approved.

Upon motion of Supervisor _____, seconded by Supervisor _____, and on the following roll call vote, to-wit:

AYES:
NOES:
ABSENT:
ABSTAINING:
The foregoing resolution is hereby adopted:

_____
Chairman of the Board of Supervisors

ATTEST:

_____
Clerk, Board of Supervisors

BY: _____, Deputy Clerk

APPROVED TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: Assistant County Counsel

Dated: January 23, 2015