2014-2016
MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SAN LUIS OBISPO AND
SAN LUIS OBISPO COUNTY EMPLOYEES' ASSOCIATION FOR THE
TRADES, CRAFTS AND SERVICES UNIT

1. DESIGNATION OF THE PARTIES 5
2. TERM 5
3. RECOGNITION 5
   3.1 Exclusive Representative 5
4. RENEWAL 6
   4.1 Successor Agreement Negotiations 6
5. REPRESENTATION 6
6. SLOCEA STEWARDS 7
   6.1 Association Activity and Leave Time 7
7. SLOCEA SECURITY – DUES/"FAIR SHARE" FEES DEDUCTION 7
   7.1 Maintenance of Membership and Dues/Fair Share Deduction 7
8. USE OF COUNTY FACILITIES 8
   8.1 Bulletin Boards and Facilities 8
9. COUNTY RIGHTS AND RESPONSIBILITIES 9
   9.1 Employer Rights 9
10. CONTRACTING OUT 9
   10.1 Provisions 9
11. WORK SCHEDULES 10
   11.1 Work Schedule Policies 10
12. SALARIES 11
   12.1 Fiscal Year 14-15 Salary Adjustment 11
   12.2 Fiscal Year 15-16 Salary Adjustment 11
   12.3 Compliance with Prevailing Wage Ordinance 11
   12.4 Market Wage Study 11
13. RETIREMENT CONTRIBUTION 12
   13.1 Employee Contributions and County Contributions (Appropriations) 12
   13.2 Tier 1 Retirement 13
   13.3 Tier 2 Retirement 14

13.4 Tier 3 Retirement 15
14. DEFERRED COMPENSATION 15
15. HEALTH COVERAGE AND OTHER BENEFITS 15
15.1 General Provisions 15
15.2 PEMHCA Required Monthly Contribution 16
15.3 Cafeteria Plan Allowance 16
15.4 Employees Not Enrolled in a County Medical Insurance Plan (Opt Out) 16
15.5 Other Cafeteria Plan Provisions 17
15.6 Health Plan Committee 18
15.7 Pro-ration of Benefits 18
15.8 Voluntary Employee Beneficiary Association (VEBA) 18
16. TOOL ALLOWANCE 18
16.1 Eligibility and Amounts 18
17. PAY AND LEAVE PRACTICES 20
17.1 Shift Differential 20
17.2 Overtime and Distribution of Overtime 20
17.3 Compensatory Time Utilization 21
17.4 Standby Duty 21
17.5 Consultation Standby 21
17.6 Call Back 22
17.7 Emergency Meal Pay 22
17.8 Tuition Reimbursement Fund 22
17.9 Sick Leave 23
17.10 Temporary Employment 25
17.11 Vacation 26
17.12 Water Certificates 27
17.13 Pay-in-Lieu Program 27
17.14 Leave of Absence 28
18. WORKING CLOTHES 28
18.1 General Provisions 28
18.2 Kennel Workers 30
19. HOLIDAYS 30
19.1 County Code Reference and Exceptions 30

20. MILEAGE 33
20.1 Reimbursement 33
20.2 Transportation 33
21. SICK LEAVE HOURS EXCHANGE FOR VACATION HOURS 33
21.1 Provisions 33
22. EMT DIFFERENTIAL 34
23. STATE OF CALIFORNIA QUALIFIED APPLICATOR'S CERTIFICATE 34
24. RECIPROCAL RETIREMENT BENEFIT 35
25. JURY DUTY 35
25.1 County Code Reference and Exceptions 35
26. HOUSING AGREEMENT 35
26.1 Designations and Rent Schedule 35
27. HEALTH AND SAFETY 37
28. (NOT USED) 37
29. PROCESSING OF FORMAL GRIEVANCES 37
30. SLOCEA RIGHTS 38
30.1 Leave for SLOCEA Business 38
30.2 SLOCEA President's Leave 38
30.3 SLOCEA Convention Leave 38
30.4 Notification of SLOCEA Representation 38
30.5 Names of Unit Members 39
30.6 Agenda 39
30.7 Notification to SLOCEA 39
30.8 Orientation 39
31. (NOT USED) 39
32. (NOT USED) 39
33. PRODUCTIVITY 39
34. FUELING DIFFERENTIAL 39
35. FACILITY MAINTENANCE MECHANIC/MAINTENANCE PAINTER DIFFERENTIAL 40
35.1 Eligibility and Rates 40
36. (NOT USED) 41
37. "FAIR-SHARE"/AGENCY SHOP 41
37.1 Agency Shop 41

38. SUMMER CARE SCHOLARSHIP 43
38.1 Program Details 43
39. AUTOMATIC PAYROLL DEPOSIT 44
40. FULL UNDERSTANDING, MODIFICATION, WAIVER 44
41. CONCERTED ACTIVITIES 44
42. IMPLEMENTATION AND EFFECT 45
43. SAVINGS PROVISION 45
APPENDIX “A” 46

2014-2016
MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SAN LUIS OBISPO AND
SAN LUIS OBISPO COUNTY EMPLOYEES' ASSOCIATION FOR THE
TRADES, CRAFTS AND SERVICES UNIT

1. DESIGNATION OF THE PARTIES

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

Pursuant to Section 3500 et seq. of the Government Code of the State of California, the duly authorized representatives of the County and SLOCEA, having met and conferred in good faith concerning the issues of wages, hours, and terms and conditions of employment, as herein set forth, declare their agreement to the provisions of this Memorandum of Understanding.

For purposes of administering the terms and provisions of this Agreement:

The County's principal authorized agent shall be the County Administrative Officer or his/her duly authorized representative (Address: County Government Center, 1055 Monterey Street, 4th Floor, Rm. D-430, San Luis Obispo, California 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.

The San Luis Obispo County Employees' Association's principal authorized representative shall be SLOCEA's General Manager or duly authorized representative (Address: 1035 Walnut Street, San Luis Obispo, California, 93401; Telephone 805-543-2021).

2. TERM

The County and SLOCEA agree that the term of this Agreement commences on July 1, 2014, and expires and is otherwise fully terminated 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 has recognized the San Luis Obispo County Employees' Association, as the exclusive representative and bargaining agent of the employees in the "Trades, Crafts, and Services" Bargaining Unit (BU02).

3.1.2 The term "employee" or "employees" as used herein shall refer to all permanent full-time and permanent part-time non-management craftsworkers, technicians and maintenance services employees working 12 months per year, normally working 40 hours or

more per pay period in the Trades, Crafts and Services Unit (BU02) excluding temporary employees as listed in Appendix "A", attached hereto and incorporated herein, as well as any other job classifications which may be added hereafter by mutual agreement between the County and SLOCEA.

4. RENEWAL

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 February 1, 2016 to March 1, 2016, its written request to begin negotiations as well as its initial written proposals for a successor Agreement.

4.1.2 Upon receipt of such written notice and proposals, the parties shall use their best efforts to initiate successor Agreement negotiations within thirty (30) days after such receipt or April 1, 2016, whichever is later.

5. REPRESENTATION

The County and SLOCEA agree that SLOCEA officers and representatives, not to exceed five (5) employees, will be allowed to meet with County management on County time during their normal working hours for the purpose of meeting and conferring in good faith without loss of pay or any benefits. Of the five (5) employees, the parties agree that not more than one (1) employee per division in a department and not more than three (3) employees from the same department shall receive release time. However, if in a given instance SLOCEA requests an exception, the County will evaluate such a request and not unreasonably deny such a request. Where an agency, as determined by the County, exists, the term "department" shall refer to the individual operational section within that agency. Where a department, as determined by the County, exists, the term "division" shall refer to the individual operational section within that department.

SLOCEA agrees to provide the County Administrative Officer with a list of SLOCEA officers and representatives, with their job classifications, who are authorized to meet and confer in good faith and to keep the list up to date.

The County agrees that authorized SLOCEA staff representatives shall be given access to work locations during working hours to conduct grievance investigations and observe working conditions. SLOCEA shall request approval of the department head 24 hours prior to the intended visit and a management representative may accompany the staff member on the visit. A staff representative is defined as a paid full-time or part-time employee of SLOCEA.

SLOCEA shall provide the County Administrative Officer a list of all authorized staff representatives and the list shall be kept current by SLOCEA.

6. SLOCEA STEWARDS

6.1 Association Activity and Leave Time

6.1.1 The County agrees that SLOCEA may designate regular Stewards to represent bargaining unit employees in the actual processing of grievances. Such Stewards shall be bargaining unit employees designated by SLOCEA and limited to no more than fourteen (14) in order to provide service at the various geographical work locations.

6.1.2 SLOCEA shall furnish the Human Resources Director with a written list identifying by name and work location all regular and alternate Stewards and the list shall be kept current by SLOCEA at all times. Changes to the listing of job stewards shall be provided to the Human Resources Director as they occur.

6.1.3 The Steward is to begin processing a grievance only after the employee has tried to resolve the problem with his/her immediate supervisor and the two parties have failed to reach a resolution of the problem.

6.1.4 To enhance harmonious labor relations, expeditious and effective representation, the County and SLOCEA agree that SLOCEA Trades Unit stewards shall be entitled to an aggregate of four (4) hours of Leave Without Pay (LWOP) of County release time per steward, 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.

6.1.5 Stewards as a group shall be eligible for twelve (12) 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 six (6) stewards, combined, in the Trades Unit. The aggregate total of paid release time applies to the collective stewards of the bargaining unit indicated above and not to the individual steward.

7. SLOCEA SECURITY – DUES/"FAIR SHARE" FEES DEDUCTION

7.1 Maintenance of Membership and Dues/Fair Share Deduction

7.1.1 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; provided, 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.

7.1.2 The County agrees to an 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.

7.1.3 Upon receipt of notification of an addition/deletion or change in SLOCEA dues deduction, SLOCEA shall immediately notify the County of such change.

7.1.4 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.

8. USE OF COUNTY FACILITIES

8.1 Bulletin Boards and Facilities

8.1.1 The parties agree that SLOCEA shall have the right to use:

8.1.1.1 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.

8.1.1.2 It is understood that such bulletin board space shall be used only for the following subjects:

8.1.1.2.1 SLOCEA recreational, social and related news bulletins;

8.1.1.2.2 Scheduled SLOCEA meetings;

8.1.1.2.3 Information concerning SLOCEA elections or the results thereof;

8.1.1.2.4 Reports of official business of SLOCEA, including reports of committees or the Board of Directors; and

8.1.1.2.5 Other material concerning SLOCEA business.

8.1.1.3 Prior to posting any material other than that listed in 8.1.1.2.1, 8.1.1.2.2, 8.1.1.2.3, 8.1.1.2.4 above, it shall be initialed by an authorized representative of both SLOCEA and the County Administrative Officer or designee. Permission shall not be unreasonably denied.

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

8.1.1.5 Upon prior arrangement with County's General Services Agency and subject to availability, SLOCEA Trades, Crafts, and Services Unit will be exempt from payment of

reservation fees up to four (4) times a year for the use of County meeting rooms and group barbecue areas. At the County's discretion, reservation fees for the use of County facilities more than four (4) times a year may be waived.

9. COUNTY RIGHTS AND RESPONSIBILITIES

9.1 Employer Rights

9.1.1 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:

9.1.1.1 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.

9.1.2 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.

10. CONTRACTING OUT

10.1 Provisions

10.1.1 To augment and clarify the provisions of Article 9, County Rights and Responsibilities, the parties agree to the following:

10.1.1.1 The County agrees to consult with SLOCEA upon request in regard to the following matters:

10.1.1.1.1 Any proposed subcontracting of services which would result in the elimination of unit members' jobs.

10.1.1.1.2 Changes in services which would result in the elimination of unit members' jobs.

10.1.1.1.3 The County will give SLOCEA reasonable and timely notice concerning a proposal such as in Subsection 10.1.1.1.1 or 10.1.1.1.2 above.

10.1.1.1.4 The County and SLOCEA agree to consult in a timely manner on items of concern to SLOCEA regarding Subsection 10.1.1.1.1. or 10.1.1.1.2 above.

10.1.1.1.5 The County will make a reasonable effort to provide early and timely notice to affected employees prior to implementation of a contract or service reduction, but in any event will give two weeks advance notice to those employees known to be laid off.

10.1.1.1.6 The County agrees to make a reasonable effort to reassign or place employees affected by such contracts or service reductions.

11. WORK SCHEDULES

11.1 Work Schedule Policies

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

11.1.1.1 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.

11.1.1.2 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.

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

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

11.1.1.5 Alternate 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.

11.1.1.6 Custodians assigned to veterans buildings or community buildings shall be scheduled to receive eight (8) hours off between scheduled shifts. Scheduled exceptions to minimum eight (8) hour rest period may occur no more than once per quarter.

12. SALARIES

12.1 Fiscal Year 14-15 Salary Adjustment

12.1.1 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.

12.2 Fiscal Year 15-16 Salary Adjustment

12.2.1 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.

12.2.2 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.

12.3 Compliance with Prevailing Wage Ordinance

12.3.1 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.

12.4 Market Wage Study

12.4.1 Commencing no later than October 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.

12.4.2 If by November 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. The 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 study shall be addressed in successor negotiations.

12.4.3 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.

12.4.4 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 such additional data as they see fit during the course of successor contract negotiations.

13. RETIREMENT CONTRIBUTION

13.1 Employee Contributions and County Contributions (Appropriations)

13.1.1 For Tier 1 and Tier 2 members, effective the pay period following Board of Supervisors' approval of this Agreement, the employee pension contribution rate for employees shall increase by 0.48%.

13.1.2 The increases in pension costs commencing the pay period following Board of Supervisors' approval of this Agreement for Tier 1 and Tier 2 members shall not apply to Tier 3 members.

13.1.3 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. This 2% shall not include the 0.48% increase referenced in section 13.1.1.

13.1.4 The County will continue to "pick up" part of the employee Pension Trust contribution on behalf of all employees within the SLOCEA Trades unit of representation. Such "pick-up" shall be ten and thirty-eight one-hundredths percent (10.38%) of pensionable wages.

13.1.4.1 For "new members," as defined by the Public Employees' Pension Reform Act (PEPRA), beginning the pay period that includes July 1, 2014, the County shall discontinue the ten and thirty-eight one-hundredths percent (10.38%) 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, 2014 shall be responsible for the full employee share of pension contributions.

13.1.5 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.

13.1.6 The parties agree that the County's "pick-up" of employees' Pension Trust contributions is based on County of San Luis Obispo Employees' Retirement Plan section 5.05.1 and the tax treatment permitted by California and Federal law including state statutes and regulations and federal statutes, regulations, and revenue rulings. It is understood that these laws may be altered by the law making bodies and agencies and such a contingency is beyond the control of the parties.

13.1.7 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.

13.2 <u>Tier 1 Retirement</u>

13.2.1 Parties agree that "Final Compensation" negotiated in 2005 has been specified in the San Luis Obispo County Employees' Retirement Plan. Employees shall assume all identified costs associated for the single highest year final compensation.

13.2.2 Deferred Retirement Option Plan (DROP)

13.2.2.1 Parties agree that SLOCEA Trades 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.

13.2.2.2 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.

13.2.2.3 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).

13.2.3 Parties agree to amend the San Luis Obispo County Pension Trust Plan to allow for the purchase of Military Service credit as provided in Section 2.12.5 of the Retirement Plan retroactive to December 13, 2011. Such purchase shall be allowed at employee expense and at zero County cost.

13.3 <u>Tier 2 Retirement</u>

13.3.1 All new County employees hired into this unit on or after July 24, 2011 and before January 1, 2013, shall be placed in a second tier of retirement benefits in compliance with applicable laws and pension plan provisions. Tier 1 eligible County employees who promote, transfer, or otherwise change to another bargaining unit in the future will maintain the Tier 1 pension plan benefits for that new bargaining unit. The implementation of the Tier 2 retirement plan shall not, in itself, increase the cost of the Tier 1 plan. The Tier 2 pension benefit plan is as follows:

13.3.1.1 Retirement formula 2%@60;

13.3.1.2 90% benefit cap;

13.3.1.3 2% COLA, no carryover;

13.3.1.4 No deferred retirement option plan (DROP);

13.3.1.5 3 year average final compensation;

13.3.2 Any increases in pension costs that occur during the term of the Agreement will be covered by Section 13.1.3 listed above.

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

13.4 Tier 3 Retirement

13.4.1 A third tier plan was established for all employees hired on or after January 1, 2013, in compliance with Public Employees' Pension Reform Act (PEPRA). The major benefit provisions are:

13.4.1.1 Retirement formula 2.0% @ 62

13.4.1.2 Benefit cap based on Social Security taxable wage base and adjusted each year based on CPI;

13.4.1.3 Elimination of employer paid retirement contributions ("pick-up"), as referred to in 13.1.1.

13.4.1.4 2% COLA, no carryover;

13.4.1.5 No deferred retirement option plan (DROP);

13.4.1.6 3 year average final compensation.

13.4.2 Any increases in pension costs that occur during the term of the Agreement will be covered by Section 13.1.3 listed above.

13.4.3 "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.

14. DEFERRED COMPENSATION

Unit members shall 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 join the plan shall pay no administration fee.

15. HEALTH COVERAGE AND OTHER BENEFITS

15.1 General Provisions

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

15.1.2 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.

15.1.3 Under this Agreement for those employees who elected County medical insurance under this section, the County will contribute a total of $695.95 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 = $695.95 per month

15.1.4 For those active employees who opt out of County sponsored medical insurance, the County shall contribute only the Cafeteria Plan Allowance specified in section 15.3.

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

15.2 PEMHCA Required Monthly Contribution

15.2.1 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.

15.3 Cafeteria Plan Allowance

15.3.1 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.

15.3.2 Except as otherwise stated herein, the County will contribute a monthly Cafeteria Plan Allowance of $576.95 per month per employee enrolled in a County medical insurance plan plus the required PEMHCA contribution referred to in section 15.2.1 above.

15.3.3 For future years, the 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 $695.95 per month.

15.4 Employees Not Enrolled in a County Medical Insurance Plan (Opt Out)

15.4.1 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.

15.4.2 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 15.4.3.2 below.

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

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

15.4.3.1.1 The County will pay $576.95 per month to each employee who elects to "opt out" of a County-sponsored medical plan.

15.4.3.1.2 The employee will receive the amount specified in 15.4.3.1.1 for as long as the employee continually elects to opt out after January 1, 2016.

15.4.3.1.3 If employee who has opted out later elects to enroll in a County-sponsored medical plan, provisions in section 15.3 shall apply.

15.4.3.2 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:

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

15.4.3.2.2 Employees shall not receive the cash out specified in section 15.4.3.1.

15.4.3.2.3 If employee who has opted out later elects to enroll in a County-sponsored medical plan, provisions in section 15.3 shall apply.

15.4.4 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.

15.5 <u>Other Cafeteria Plan Provisions</u>

15.5.1 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 15.3.3), and dependent medical, if any. The County's obligation to make these contributions shall not exceed the total Cafeteria Plan contributions in Section 15.3.2 and 15.3.3.

15.5.2 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.

15.6 Health Plan Committee

15.6.1 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.

15.7 Pro-ration of Benefits

15.7.1 Part-time employees, as defined by the County, hired after October 3, 2006, 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 15.3.

15.7.2 Employees employed with the County on or before October 3, 2006, 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 15.3.

15.7.3 Any current employee employed with the County on or before October 3, 2006, that separates from County employment due to layoffs, who is subsequently reinstated or reemployed pursuant to Civil Service Rules, will resume receiving the full Cafeteria Plan Allowance as specified in Section 15.3 of this Agreement.

15.8 Voluntary Employee Beneficiary Association (VEBA)

15.8.1 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).

15.8.2 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.

16. TOOL ALLOWANCE

16.1 Eligibility and Amounts

16.1.1 The County agrees to continue to provide a tool allowance fund for the replacement of worn out, broken or stolen hand or small hand-held power tools or the purchase of new hand and/or small hand-held power tools as needed. Utilization of this fund shall not exceed three hundred dollars ($300) per employee for any Fiscal Year covered by this agreement. All tools purchased under this section shall be maintained by the employee so as to be immediately available for County work. This fund shall be administered by the department head and his/her determination concerning the use of the allowance shall be final. The employee shall acquire the tools and secure the documentation required in Section 16.1.3 below. The tools purchased pursuant to this section shall be the property of the employee. Classifications eligible for this allowance are:

- Airport Maintenance Worker
- Facility Maintenance Mechanics I, II, III
- Locksmith-Maintenance Worker

16.1.1.1 The $300 Tool Allowance will be paid in two equal payments, the pay periods that include August 1st and February 1st of each fiscal year.

16.1.2 The County further agrees to continue to provide a tool allowance fund for all General Services automotive and equipment mechanics for the replacement of worn out, broken or stolen hand tools, or the purchase of new hand tools as needed. Utilization of this fund shall not exceed six hundred dollars ($600) per employee for any fiscal year covered by this agreement nor shall it be used in any way merely to provide additional income to an eligible employee. This fund shall be administered by the General Services Agency Director and his/her determination concerning the use of the allowance shall be final. The employee shall acquire the tools and secure the documentation required in Section 16.1.3 below. If an employee terminates employment during the first six (6) months of eligibility for this tool allowance, the employee shall reimburse the County for 100% of the tool allowance received by the employee. If an employee terminates during the second six (6) months of eligibility for the tool allowance, the employee shall reimburse the County for 50% of the tool allowance received by the employee. The tools purchased pursuant to this section shall be the property of the employee. Classifications eligible for this allowance are:

- Automotive Mechanic I & II
- Equipment Mechanic I, II (General Services –Golf Course only)

16.1.2.1 The $600 Tool Allowance will be paid in two equal payments, the pay periods that include August 1st and February 1st of each fiscal year.

16.1.3 To demonstrate the utilization of the tool allowance, the employee shall present all receipts, invoices, or other documentary evidence of the acquisition and the employee's ownership of the tools to the department head. The County maintains the right to establish a process by which to monitor the utilization of tool allowances. County will advise SLOCEA of any modifications that are being contemplated once this process is implemented. The

department head or his designee (such as the employee's immediate supervisor) may inspect and inventory all tools acquired hereunder.

16.1.4 County agrees to provide a suitable facility for employees to house the tools they use as part of their County employment. If tools are stolen while properly stored in the County provided facility, they shall be replaced by the County, with tools of like quality.

16.1.5 To be eligible for such tool theft replacement, an employee must have on file with departmental management, a supervisory verified list of tools used by the employee in his/her County employ and kept in the County provided storage facility. To receive reimbursement, the employee must submit a police report, and documentation as in 16.1.3 above. This section applies only to verified thefts that occur during non-work hours, or during work hours if the employee was off for the entire work day in question, and if the employee's tools were properly stored when the employee last worked.

17. PAY AND LEAVE PRACTICES

17.1 Shift Differential

17.1.1 In accordance with County Code 2.48.170(7)(A), employees will be paid the appropriate shift differential for each individual hour worked during the eligible time periods specified below:

17.1.1.1 Evening differential hours are from 5:00 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%) or the employee's hourly base rate of pay computed to the closest unit factor.

17.1.1.2 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.

17.1.2 Unit members, who are approved by their department to work an alternate schedule (e.g., flex time, 4/10 work schedule, 9/80 work schedule), shall not be entitled to this differential for those hours that overlap with differential hours. Hours assigned outside their approved alternate schedule will be eligible for shift differential.

17.1.3 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.

17.2 Overtime and Distribution of Overtime

17.2.1 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. Overtime shall be defined and paid as set forth in County's salary ordinance and the minimums mandated by the Fair Labor Standards Act (FLSA). County agrees that overtime should be distributed

equitably among employees who normally perform the work as a regular part of their job duties. In the assignment of overtime, management may consider such criteria as ability to perform work, location of work, location of employee, access to equipment, special skills and merit.

17.2.2 Compensatory time off may be accumulated to a maximum of one hundred twenty (120) hours for eighty (80) hours worked.

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

17.3 <u>Compensatory Time Utilization</u>

17.3.1 At the time of separation from County service, unused compensatory time off shall be paid in accordance with Federal Law.

17.4 <u>Standby Duty</u>

17.4.1 The parties agree that the County Code Section 2.48.170 shall apply to matters relating to standby duty.

17.4.1.1 "Standby" means that period of time during which an employee is required by his/her department head to be available for return to work within a reasonable length of time, and therefore requires the employee to:

17.4.1.1.1 Be ready to respond in a reasonable time to calls for his/ her service;

17.4.1.1.2 Be readily available at all hours by telephone, or other communication devices; and

17.4.1.1.3 Refrain from activities which might impair her/his assigned duties upon call.

17.4.2 In addition, the following provisions shall apply:

1. Standby duty shall be assigned in writing and shall be compensated at the rate of $2.75 per hour.

17.4.3 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 requirement which will replace County Code referenced above.

17.5 <u>Consultation Standby</u>

17.5.1 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.

17.5.2 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 assigned consultation standby.

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

17.6 Call Back

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

17.6.1.1 Those employees who are called back by management or other recognized emergency responders after a work shift 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 and shall continue until the employee ceases work on the call back or begins their normal schedule, whichever occurs first. This section does not apply to the extension of a work shift when an employee is given notice of the extension within a reasonable time before the regular shift ends.

17.6.1.2 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.

17.6.1.3 An employee who is called back to work pursuant to this section and who drives his/her personal vehicle to report as required, shall be reimbursed for mileage as provided for in Article 20, Section 20.2.

17.7 Emergency Meal Pay

17.7.1 In the event an employee is unexpectedly officially ordered to (a) work at least four (4) hours immediately prior to the start of his/her normal work day, or (b) work at least four (4) hours immediately following his/her normal workday, the employee will either: 1) receive a meal allowance of fifteen dollars ($15.00), or 2) have meals provided for them by authorized departmental staff. Cost of meals purchased by the County must be within the County guidelines for individual meal reimbursement rates.

17.7.2 For the purposes of this article, “unexpectedly officially ordered” means the order was given on the same day the employee had to perform the work.

17.7.3 Employees may not leave the job site to eat unless specifically authorized by management to do so.

17.8 Tuition Reimbursement Fund

17.8.1 For employees in the Unit, during each fiscal year of this contract, $3,000.00 shall be allocated for tuition reimbursement. Each employee will be eligible for two hundred dollars

($250) maximum reimbursement from said fund per fiscal year, subject to availability of monies remaining in said fund. The reimbursement will be paid in the following manner:

17.8.1.1 Prior to enrolling in a course, employees must secure department head approval that the course work is job-related and submit to the department a proposed expenditure request.

17.8.1.2 The department head must obtain expenditure approval from the Human Resources Director.

17.8.1.3 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.

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

17.8.3 This fund may also be used to pay for:

17.8.3.1 DMV Class A Licensure, minus the cost for a Class C license

17.8.3.2 Certifications identified as required for individual employee's job classification

17.8.3.3 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.

17.9 <u>Sick Leave</u>

17.9.1 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:

17.9.1.1 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.

17.9.1.2 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.

17.9.1.3 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.

17.9.1.4 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.

17.9.1.5 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.

17.9.1.6 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).

17.9.1.7 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 personnel director and the auditor to enforce the provisions of this section.

17.9.1.8 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.

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

17.9.1.10 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.

17.9.1.11 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.

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

17.9.1.13 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).

17.9.1.14 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.

17.9.2 In addition, the following provision shall apply:

1. Accrual of sick leave shall be limited to one hundred eighty (180) working days.

17.9.3 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.

17.10 <u>Temporary Employment</u>

17.10.1 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:

17.10.1.1 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 Personnel Director, and approval of such request by the Personnel Director. The approval shall be obtained prior to the employment of the temporary personnel, provided that in emergencies the approval may be obtained by telephone communication. The approval shall be conditioned on the availability of appropriations

in the departmental budget to cover the cost thereof. The Personnel Director shall determine the rate of compensation for the employment, which rate shall be consistent with the rates established in this chapter for comparable permanent employment as those rates exist at the time of the appointment. The rate of compensation shall remain fixed during the term of the temporary appointment.

17.10.2 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.

17.11 <u>Vacation</u>

17.11.1 The parties agree that the County shall amend 2.44.050(c), <u>Vacations</u>, to provide as follows:

17.11.1.1 Effective January 9, 2000, the total number of vacation hours which may be accrued at any time shall be limited to three hundred and twenty (320) hours. Upon termination employees will be paid for all accrued hours at or below such vacation limit.

17.11.2 Parties agree to amend County Code 2.44.050, <u>Vacations</u>, as follows:

17.11.2.1 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.

17.11.2.2 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.

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

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

17.11.2.3.2 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;

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

17.11.2.3.4 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.

17.11.3 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.

17.11.3.1 Vacations shall be taken in the following manner:

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

17.11.3.1.2 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;

17.11.3.1.3 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.

17.11.3.2 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.

17.11.3.3 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.

17.11.4 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.

17.12 <u>Water Certificates</u>

17.12.1 If a unit member in the classifications of Park Ranger Specialist or the Park Ranger series is required in writing by the County to possess a State of California Grade I Certificate in either Wastewater of Water Treatment Plant or System operation, then the employee shall be paid fifty dollars ($50) per month in addition to their regular pay.

17.12.2 Parties agree the County has the right to assign or reassign an employee to an assignment that does not qualify for this differential. Such assignment or reassignment shall not be considered a punitive act.

17.13 <u>Pay-in-Lieu Program</u>

17.13.1 Employees shall be permitted to receive pay-in-lieu of up to 40 hours of vacation time. Employees wanting to "sell back" this time shall have a minimum balance of 200 hours accrued. Employees shall be permitted to receive pay-in-lieu of vacation hours only one time during each fiscal year. In order to be eligible to participate in the Pay-in-Lieu Program, employees wanting to "sell back" vacation time must have utilized a minimum of forty (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.

17.14 Leave of Absence

17.14.1 Parties agree that County has the right to amend 2.44.040 to delete subsection (h) which limits individual leaves granted under this section to twenty-four (24) months within a thirty-six (36) month period; and to add language: Leave of absence from County employment will be granted only in accordance with the provisions of legally mandated leave laws unless otherwise determined by County Ordinance or policy.

18. WORKING CLOTHES

18.1 General Provisions

18.1.1 For employees in the job classes identified in 18.1.1.2.1, the County will provide a clean set of work clothes for each regularly assigned working day, and if necessary, a spare set of work clothes for unforeseen circumstances such as extreme soilage or damage.

18.1.1.1 The County agrees to continue to provide coveralls as needed for Public Works and General Services personnel when they are engaged in unusually dirty activities.

18.1.1.2 County agrees to buy a set of coveralls as needed every other year for Facility Maintenance Mechanic I, II, and III in the General Services Agency.

18.1.1.2.1 Public Works and General Services

Automotive Mechanic I, II
Equipment Mechanic I, II
Equipment Service Worker
Fleet Service Writer
Greenskeepers
Grounds Restoration Specialist
Lead Fleet Mechanic
Maintenance Painter I, II
Public Works Leadworker
Public Works Workers I, II, III, IV
Water Systems Worker, Trainee, I, II, III
Unit members assigned to work at County Golf Courses

18.1.2 For the following General Services employees the County shall determine uniform to be worn and upkeep standards after consultation with the Association and affected employees chosen by the Association.

18.1.2.1 Custodians and Airport Maintenance Worker shall receive a uniform allowance from the County. The uniform allowance shall be provided for shirts, pants, and smocks only and shall be one hundred and forty-five dollars ($145) per year. Such allowance

shall be paid in the first pay period of the fiscal year. Excluded from this uniform allowance is the Supervising Custodian.

18.1.2.2 All employees in the Park Ranger series and Park Ranger Specialists shall receive a uniform allowance from the County. Excluded from this allowance are employees assigned to work at a County Golf Course who will be supplied clean work clothes pursuant to 18.1.1.2.1. The uniform allowance shall be four hundred dollars ($400) per year and shall be paid in the first pay period of the fiscal year. A jacket, type as determined, shall be included within the required uniform.

18.1.2.2.1 New employees shall receive three hundred dollars ($300) at the time of their employment as a uniform allowance.

18.1.2.2.2 Employees who receive a three hundred dollar ($300) amount shall receive a prorated amount in the following year so that the combined amount of the first two payments does not exceed an annualized seven hundred dollars ($700). Example:

18.1.2.2.3 An employee is hired in February. The employee receives $300. In July of the following year the employee receives $125. ($700/24 months = $29.17 per month. The employee works 17 months out of the first 24 months. Therefore, 17 x $29.17 = 495.83 - $300 = $195.83)

18.1.2.2.4 If an employee terminates who has received the working clothes allowance, the employee shall reimburse the County on a monthly pro rata basis.

18.1.2.2.5 These provisions shall be continued in a new Agreement only by mutual consent of the parties.

18.1.3 Employees listed within this subsection shall receive a safety boot allowance of two hundred dollars ($200) per fiscal year from the County. Such allowance shall be paid to each permanent employee who is occupying a position in one of the following classes:

Airports Maintenance Worker
Automotive Mechanic I and II
Custodian
Equipment Mechanic I and II
Equipment Service Worker
Facility Maintenance Mechanic I, II, III
Fleet Service Writer
Greenskeeper
Grounds Restoration Specialist
Lead Fleet Mechanic
Locksmith Maintenance Worker
Maintenance Painter I, II
Park Ranger Aide, I, II and III

Park Ranger Specialist
Public Works Leadworker
Public Works Worker I, II, III, IV
Senior Storekeeper
Stock Clerk
Storekeeper I, II
Water Systems Worker I, II, and III

18.1.4 Such allowance is to assist employees in purchasing safety boots approved by each department that will protect the employee while working for that department. This allowance shall be paid in the first pay period of the fiscal year. Departments shall have the right to require that employees wear safety boots appropriate for the type of work to be performed as determined by each department.

18.2 Kennel Workers

18.2.1 To each newly hired Kennel Worker in this bargaining unit, the County agrees to make a one-time issue of a clean set of trousers and polo shirts for each regularly assigned workday during the employee's normal workweek, one jacket, a pair of safety boots, a uniform belt, and a pair of protective animal handling gloves. The protective animal handling gloves shall be returned to the department immediately upon the employee's termination from County service.

18.2.2 All Kennel Workers in this bargaining unit will receive a $30.00 a month uniform allowance.

18.2.3 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.

18.2.4 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.

19. HOLIDAYS

19.1 County Code Reference and Exceptions

19.1.1 Parties agree to amend County Code 2.44.070, Holidays and Time Off, as follows:

19.1.1.1 Unless otherwise provided by a memorandum of understanding approved by the board of supervisors or by a board of supervisors resolution, the following are established as paid holidays for all permanent and probationary county employees:

1) January 1 (New Year's Day);
2) 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) The 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) That 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.

19.1.1.2 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.

19.1.1.3 Unless otherwise specifically provided in this section, when a holiday listed herein falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.

19.1.1.4 Unless otherwise provided in this section, when a holiday listed herein falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

19.1.1.5 For those employees whose five-day work week consists of other than Monday, Tuesday, Wednesday, Thursday and Friday, if a holiday falls on their second day off, the day following the second day off shall be deemed to be the holiday in lieu of the day observed. For those employees whose five-day workweek consists of other than Monday, Tuesday, Wednesday, Thursday, and Friday, if a holiday falls on their first day off, the day preceding their first day off shall be deemed to be the holiday in lieu of the day observed.

19.1.1.6 Employees required to work on a holiday as specified in this section and Section 2.44.030(c) shall receive full holiday pay in addition to straight-time pay for actual hours worked.

19.1.1.7 Employees on approved flexible workweeks shall receive eight hours pay for each holiday, rather than the number of hours of their flexible workday.

19.1.1.8 Employees who work in one of the twenty-four-hour facilities or who work in a seven-day per week work function at the locations listed below will be given the option to either take advantage of this section, or request to participate in the annual leave program:

19.1.1.8.1 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;

19.1.1.8.2 The annual leave program for Trade Unit members shall be capped at twelve (12) days, defined as ninety-six (96) hours in addition to vacation balance.

19.1.1.8.3 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;

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

19.1.1.8.5 Employees eligible to participate are those employed at: … mental health (in-patient), Sheriff's Department, juvenile services center, airport security, and Lopez Lake;

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

19.1.1.8.7 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.

19.1.1.9 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.

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

19.1.2 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.

19.1.3 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.

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

20. MILEAGE

20.1 Reimbursement

20.1.1 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 vehicles on County business.

20.2 Transportation

20.2.1 The parties agree that the County Code Section 2.84.011 shall apply to matters relating to utilization of employee vehicles.

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

20.2.1.1.1 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.

20.2.2 In addition, the following provisions shall apply:

20.2.2.1 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.

20.2.3 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.

21. SICK LEAVE HOURS EXCHANGE FOR VACATION HOURS

21.1 Provisions

21.1.1 The County and SLOCEA agree:

21.1.1.1 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.

21.1.1.2 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 17.10, Vacation, of this agreement, shall apply with respect to maximum number of hours of accrued vacation privilege hours.

22. EMT DIFFERENTIAL

If an employee is qualified and is authorized in writing by the County to perform the duties of an EMT, then the employee shall be paid twenty-five cents ($.25) per hour in addition to their regular pay.

Current practices concerning training and tuition shall continue; i.e., training shall be done outside of normal work hours and shall not be paid; tuition and books shall be eligible for reimbursement under Article 17, Section 17.7, Tuition Reimbursement.

The parties agree the County has the right to assign or reassign an employee to an assignment that does not qualify for this differential. Such assignment or reassignment shall not be considered a punitive act.

A one hundred and fifty dollar ($150) per month differential shall be paid to unit members in the Park Ranger series if authorized in writing by the County and the employee is currently certified and licensed in all of the following areas:

EMT
Vessel for Hire License
Boating and Safety Enforcement Course

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.

23. STATE OF CALIFORNIA QUALIFIED APPLICATOR'S CERTIFICATE

If an employee is required in writing by the County to possess a current State of California Qualified Applicator's Certificate in the required categories and requires the employee to apply or supervise the application of pesticides, then the employee shall be paid twenty-five cents ($.25) per hour in addition to their regular pay. This differential does not apply to Park Ranger Specialist.

For those employees required to possess a current State of California Qualified Applicator's Certificate as specified above and are also required as a condition of their job specification, the County will pay State of California annual fees for the original application, renewal and one examination fee. For those employees required to possess a current State of California Qualified Applicator's Certificate as specified above but are not required to do so as a condition of their job specification, the County will pay State of California annual fee for renewal only. Any State fee for name or address changes on any certificate shall be paid by the employee unless the address change is to the direct benefit of the County.

Current practices concerning training and tuition shall continue, i.e., training shall be done outside of normal work hours and shall not be paid; tuition and books shall be eligible for reimbursement under Article 17, Section 17.7, Tuition Reimbursement.

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.

24. RECIPROCAL RETIREMENT BENEFIT

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

25. JURY DUTY

25.1 County Code Reference and Exceptions

25.1.1 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:

25.1.1.1 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.

25.1.2 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.

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. HOUSING AGREEMENT

26.1 Designations and Rent Schedule

26.1.1 The parties above have agreed to continue the operation of Resolution 79-282 concerning assignment of County-owned housing.

26.1.2 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.

26.1.3 The County reserves the right to periodically re-evaluate each site as to the appropriate category.

26.1.4 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 2006-2007 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. (All Urban Consumers, U.S. City Average, Housing). Rental amount shall be rounded to the nearest $5.00.

26.1.5 That a "utility factor" shall be determined each July 1st by the County using the 2006-2007 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. (All Urban Consumers, U.S. City Average, All items). The base year utility factor is one hundred and fifty- eight dollars ($158) per month for each residence which shall be paid by the employee-resident to the County.

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

26.1.7 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**	**CAT**	**RENTAL (Rates as of FY2014-15)**
1	Lopez Lake, SLO Co(2) Flood Control & Water Conservation	3 BR Mobile Homes 24' x 56'	Req	$1,310 ea
2	Salinas Dam Booster	3 BR, 2 BA Mobile Home 34' x 56'	Req	$1,465
3	Salinas Dam Booster	3 BR, 2 BA Mobile Home 26' x 66'	Req	$1,315
4	Salinas Dam	3 BR, 2 BA Mobile Home	Req	$1,310
5	Lopez Recreation Area	2 BR, 2 BA Mobile Home	Req	$1,110

6	Lopez Recreation Area – Camp French	2 BR, 2 B Mobile Home	Req	$1,000
7	Santa Margarita Lake	3 BR, 2 BA Mobile Home	Req	$1,445
8	Oceano Airport	2 BR, 1 BA House	Req	$1,110

26.1.8 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 26.1.6 above.

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

27. HEALTH AND 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. Parties agree to continue County Code Section 2.28.010, Creation, and to allow for the addition of three (3) employee representatives on the Safety Commission. These employee representatives will be selected by the recognized employee associations/unions county-wide. The selected employees shall serve a term of two (2) years. In the event an employee representative is unable to complete his/her term of office, the recognized employee associations/unions shall designate the successor to complete the unexpired term.

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

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

28. (NOT USED)

29. PROCESSING OF FORMAL GRIEVANCES

SLOCEA agrees that whenever processing of a grievance is to be transacted during working hours, only the amount of time necessary to bring about a prompt disposition of the matter will be utilized. Whenever possible, the investigation of a grievance shall be done outside normal work hours. Time spent on the processing of grievances will be recorded on a form provided by management.

Stewards will be permitted reasonable time off with pay for the processing of grievances. Stewards, when required to process such grievances, shall first obtain permission from the Department Head or his/her designee and inform him/her that the request to leave their work duties is to perform as a union steward processing a grievance. Such permission will be granted promptly unless such absence would cause an undue interruption of work. If possible, the Steward shall obtain permission

to process the grievance from the grievant's supervisor prior to the Steward leaving his/her work site.

Upon entering a work location, the Steward shall inform the Department Head and Supervisor that the nature of his/her business is as a SLOCEA Steward processing a grievance. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work. If the employee cannot be made available, the Steward will be immediately informed when the employee will be made available.

The parties agree that all formal grievances will be processed in accordance with the County's Civil Service grievance procedure.

The parties also agree that any grievance over the interpretation of terms and conditions of this Agreement may be submitted through the grievance procedure for resolution.

30. SLOCEA RIGHTS

30.1 Leave for SLOCEA Business

30.1.1 As provided in ordinance 2.44.040, an employee may receive unpaid leave for SLOCEA business.

30.2 SLOCEA President's Leave

30.2.1 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.

30.2.2 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.

30.3 SLOCEA Convention Leave

30.3.1 Except in cases of emergencies, County agrees to give one employee unpaid leave time to attend the annual SLOCEA convention. Normal advanced leave notice shall be given to the department prior to the convention.

30.4 Notification of SLOCEA Representation

30.4.1 Any new employee who is in a classification within the Trades, Crafts and Services Unit shall be notified by County that they are in a unit represented by SLOCEA and shall be given a copy of the Agreement negotiated by the parties. The negotiated Agreement shall be

furnished to the County by SLOCEA and shall consist only of the bilateral agreement developed mutually between the parties.

30.5 Names of Unit Members

30.5.1 Quarterly, the County shall give SLOCEA a list of names, classifications and work location of unit members. County shall not charge for such list.

30.6 Agenda

30.6.1 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.

30.7 Notification to SLOCEA

30.7.1 Except in cases of emergencies, County shall notify SLOCEA prior to making changes that cover matters within the scope of representation.

30.8 Orientation

30.8.1 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 County Administrative Officer or designee.

31. (NOT USED)

32. (NOT USED)

33. PRODUCTIVITY

The parties recognize the need to continue to economize in the face of shrinking fiscal resources available to the County. The parties therefore agree to continue their best efforts to maximize efficiency and productivity during the life of this Agreement.

34. FUELING DIFFERENTIAL

A one hundred dollar ($100) per month differential for possessing a State of California Fueling Certification shall be paid to two (2) unit members in the Auto Mechanic or Equipment Mechanic series if authorized in writing by the County and the employee is currently certified by the State of California.

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.

35. FACILITY MAINTENANCE MECHANIC/MAINTENANCE PAINTER DIFFERENTIAL

35.1 Eligibility and Rates

35.1.1 A one hundred dollar ($100) per month differential for up to five (5) unit members in the following classification series: Facility Maintenance Mechanics/Maintenance Painters who qualify for the differential by obtaining and maintaining a certification in a minimum of three of the following areas:

35.1.1.1 Refrigerant Certification (one day EPA exam): allows us to service our HVAC equipment that contains ozone depleting refrigerants.

35.1.1.2 Asbestos Inspector Certification (three day AHERA exam, yearly refresher course required): required for individuals who investigate asbestos containing materials (ACM) including those who collect samples, survey, record, or express written information on the presence or absence of ACM in our facilities.

35.1.1.3 Asbestos Operation and Maintenance Certification (two day AHERA exam, yearly refresher course required): required by facility staff who perform maintenance or repair activities of small scale or short duration which may disturb ACM in our facilities.

35.1.1.4 Lead Based Paint Interim Controls Certification (one day CAL OSHA exam, yearly refresher course required): required by facility staff who perform stabilization of deteriorated paint or engage in ongoing lead paint maintenance activities.

35.1.1.5 Hazmat General Site Operations Certification (five day CAL OSHA class and exam, yearly refresher course required): health and safety training for staff involved in initial site characterization, field investigation and remediation operations of hazardous materials found in facilities.

35.1.1.6 Forklift Training (four hour CAL OSHA training and exam with workplace evaluation of forklift operation, yearly renewal required): required for storeroom operations and to safely run the forklift.

35.1.2 General Services will establish written criteria which will be used to determine the number of certifications needed and will post notification of future needs. This notice will be updated on a regular basis and will identify known employees who are working on certifications to establish eligibility for the differential.

35.1.3 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.

36. (NOT USED)

37. "FAIR-SHARE"/AGENCY SHOP

37.1 Agency Shop

37.1.1 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.

37.1.1.1 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.

37.1.1.2 Unless an employee qualifies for an exemption under subsection 37.1.1.8 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.

37.1.1.3 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.

37.1.1.4 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.

37.1.1.5 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.

37.1.1.6 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.

37.1.1.7 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.

37.1.1.8 Exemption from Agency Fee Obligations:

37.1.1.8.1 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.

37.1.1.9 Leave Without Pay/Insufficient Earnings:

37.1.1.9.1 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.

37.1.1.10 Rescission of Agency Shop:

37.1.1.10.1 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.

37.1.1.11 Association Indemnification:

37.1.1.11.1 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.

38. SUMMER CARE SCHOLARSHIP

38.1 Program Details

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

38.1.1.1 For employees in Trades, Crafts, and Services, Supervisory, Clerical and Public 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.

38.1.1.2 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.

38.1.1.3 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.

38.1.1.4 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 unspent monies from the previous program year shall roll over to the following year's program funds upon approval by the County. The total amount of the carryover shall not exceed $15,000.

38.1.1.5 Parties agree that any disagreement in 38.1.1.2 and 38.1.1.3 shall be submitted to the County Administrative Officer or his/her designee for his/her final and binding determination.

38.1.1.6 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 Trades, Crafts and Services, Supervisory, Clerical and Public Services Units set out in 38.1.1.2. 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.

39. AUTOMATIC PAYROLL DEPOSIT

Direct deposit of County paychecks into a financial institution of the employee's choice will be required for all employees hired on or after October 24, 2006.

40. 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.

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 or with respect to any other matters within the scope of negotiations during the term of this Agreement.

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 the Union.

The waiver of 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.

41. CONCERTED ACTIVITIES

It is agreed and understood that there will be no strike, work stoppage, slowdown, 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 obligations 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.

42. IMPLEMENTATION AND EFFECT

This Memorandum of Understanding constitutes a mutual recommendation to be submitted to the County Board of Supervisors on or before February 10, 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.

43. SAVINGS PROVISION

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and existing except to the extent permitted by law and said provisions as may be declared so invalid shall be deemed severable from all other sections hereof; but all other provisions will continue in full force and effect.

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: 1/28/15

For SLOCEA:

Pat McNamara,
SLOCEA General Manager

Dated: 1/28/2015

APPROVED TO FORM AND LEGAL EFFECT:

Rita L. Neal
County Counsel

By: Timothy McNulty
Assistant County Counsel

Date: 1.29.2015

APPENDIX "A"

Class	Class Title	BU	Current Range	FY 14-15 Range	FY 15-16 Range
1406	AIRPORTS MAINTENANCE WORKER	BU02	1922	1966	2015
9653	AUTO MECHANIC I	BU02	2133	2182	2237
9654	AUTO MECHANIC II	BU02	2242	2294	2351
1335	CUSTODIAN	BU02	1562	1598	1638
1121	EQUIPMENT MECHANIC I	BU02	2187	2237	2293
1120	EQUIPMENT MECHANIC II	BU02	2384	2439	2500
1314	FACILITY MAINT MECHANIC I	BU02	1772	1813	1858
1316	FACILITY MAINT MECHANIC II	BU02	1922	1966	2015
1315	FACILITY MAINT MECHANIC III	BU02	2308	2361	2420
2303	FLEET SERVICE WRITER	BU02	1670	1708	1751
1242	GREENSKEEPER AIDE	BU02	1471	1505	1543
1243	GREENSKEEPER I	BU02	1757	1797	1842
1244	GREENSKEEPER II	BU02	2032	2079	2131
1245	GREENSKEEPER III	BU02	2309	2362	2421
1106	GROUNDS RESTORATION SPECIALIST	BU02	2309	2362	2421
1420	KENNEL WORKER	BU02	1553	1589	1629
2302	LEAD FLEET MECHANIC	BU02	2503	2561	2625
1317	LOCKSMITH-MAINTENANCE WORKER	BU02	2308	2361	2420
1307	MAINTENANCE PAINTER I	BU02	2082	2130	2183
1308	MAINTENANCE PAINTER II	BU02	2308	2361	2420
1223	PARK RANGER AIDE	BU02	1471	1505	1543
1222	PARK RANGER I	BU02	1757	1797	1842
1221	PARK RANGER II	BU02	2032	2079	2131
1220	PARK RANGER III	BU02	2309	2362	2421
1210	PARK RANGER SPECIALIST	BU02	2538	2596	2661
1115	PUBLIC WORKS LEADWORKER	BU02	2355	2409	2469
1105	PUBLIC WORKS WORKER I	BU02	1659	1697	1739
1117	PUBLIC WORKS WORKER II	BU02	1839	1881	1928
1119	PUBLIC WORKS WORKER III	BU02	1937	1982	2032
1103	PUBLIC WORKS WORKER IV	BU02	2159	2209	2264
1321	SR STOREKEEPER	BU02	1841	1883	1930
1336	STOREKEEPER I	BU02	1517	1552	1591
1331	STOREKEEPER II	BU02	1671	1709	1752
9628	WATER SYSTEMS WORKER I	BU02	2304	2357	2416
9627	WATER SYSTEMS WORKER II	BU02	2762	2862	2934
9626	WATER SYSTEMS WORKER III	BU02	3069	3140	3219
9629	WATER SYSTEMS WORKER TRAINEE	BU02	1842	1884	1931

COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL

(1) DEPARTMENT	(2) MEETING DATE	(3) CONTACT/PHONE
Human Resources	2/10/2015	Tami Douglas-Schatz, Human Resources Director 781-5959

(4) SUBJECT
Submittal of a resolution approving: 1) 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) Trades, Crafts, and Services Unit (BU02); and 2) amendments to the San Luis Obispo County Employees Retirement Plan Appendices. All Districts.

(5) RECOMMENDED ACTION
It is recommended that the Board adopt a resolution approving: 1) 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) Trades, Crafts, and Services Unit (BU02); and 2) amendments to the San Luis Obispo County Employees Retirement Plan Appendices.

(6) FUNDING SOURCE(S)	(7) CURRENT YEAR FINANCIAL IMPACT	(8) ANNUAL FINANCIAL IMPACT	(9) BUDGETED?
Departmental Savings/Contingency and reserves	$305,828.00	$698,445.00	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

(18) SUPERVISOR DISTRICT(S)
All Districts

County of San Luis Obispo

TO: Board of Supervisors

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

DATE: 2/10/2015

SUBJECT: Submittal of a resolution approving: 1) 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) Trades, Crafts, and Services Unit (BU02); and 2) amendments to the San Luis Obispo County Employees Retirement Plan Appendices. All Districts.

RECOMMENDATION

It is recommended that the Board adopt a resolution approving: 1) 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) Trades, Crafts, and Services Unit (BU02); and 2) amendments to the San Luis Obispo County Employees Retirement Plan Appendices.

DISCUSSION:

The San Luis Obispo County Employees' Association (SLOCEA) Trades, Crafts, and Services Unit (BU02) is comprised of 167 employees.

Consistent with the terms of the contract to the existing Memoranda of Understanding (MOU), on February 28, 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 April 2, 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 January 13, 2015. Pat McNamara, SLOCEA General Manager, notified the County on January 28, 2015 that the bargaining unit membership had ratified the agreement. The key details of the MOU 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:

- Effective February 15, 2015 (the pay period following Board of Supervisors approval of this Resolution), the pension contribution rate for Tier 1 and Tier 2 employees in Bargaining Unit 02 shall increase by 0.48%. The County's appropriation rate will continue at 0.49%.
    - The increase in pension costs commencing the pay period following Board of Supervisors approval of this Resolution for Tier 1 and Tier 2 members shall not apply to Tier 3 members.

- Appendix A – Miscellaneous Members Contribution Rates and Appendix A Tier 2 –Miscellaneous Members Contribution Rates reflect the new County appropriation rate and the new Tier 1 and Tier 2 member contributions rates.

- 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. This 2% shall not include the 0.48% increase referenced above.

- New language added describing compliance with the California Public Employees' Pension Reform Act of 2013 (PEPRA), known as Tier 3 for all County bargaining units.

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.

Market Wage Surveys

- The parties agree to meet by 10/1/2015 to discuss and survey parameters.
- Either party may present additional data as they see fit during negotiations.

OTHER AGENCY INVOLVEMENT:

Representatives from the Auditor's Office, Administrative Office and the Pension Trust participated in the development of this MOU. County Counsel has reviewed and approved the Resolution 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 $290,962 for FY2014-15. The 2.5% general wage adjustment effective the pay period including July 1, 2015 will increase the County's costs by approximately $324,507. The July 1, 2015 additional out of market adjustment pool of 0.3% of payroll will cost an additional $38,824, for a total cost of approximately $363,332 for FY2015-16. The County's annual ongoing costs for wages shall be approximately $654,293.

Pension Rate Increases:
Each year, an actuarial valuation is conducted by the San Luis Obispo County Pension Trust ("Trust") as a measure of the funding status of the Trust. Based on the 2012 report, it was determined that an increased rate of contribution was needed to appropriately fund the Trust. This rate increase was effective the pay period that includes January 1, 2014. Based on this implementation date, the total rate increase for all SLOCEA BU02 employees ("miscellaneous members") was 0.97%. Since January 1, 2014 the County has been paying the full 0.97% increase. As agreed to by the parties, SLOCEA will share equally in the cost of the increase and pay 0.48%, while the County will pay 0.49%, effective February 15, 2015. For the remainder of FY2014-15 the County's pension costs will be approximately $14,866. The County's annual ongoing pension costs will be approximately $44,152.

Total County costs for FY2014-15 for wages and pension are approximately $305,828. Total annual County costs for wage and pension increases are approximately $698,445. Departmental savings will be the primary source of funding for unbudgeted expenditures associated with the compensation increases included in the attached MOU. 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 this Resolution will establish a new two (2) year MOU with the SLOCEA Trades, Crafts, and Services Unit (BU02) effective from July 1, 2014 through June 30, 2016. The terms and conditions outlined in this MOU are consistent with the Board's direction to stabilize the County's overall budget and share in pension rate increases. Approval of this Resolution 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 Trades, Crafts, and Services Unit (BU02)
2. Attachment A - SLOCEA Trades, Crafts, and Services Unit (BU02) 2014-2016 MOU
3. Appendix A - Miscellaneous Members Contribution Rates
4. Appendix A Tier 2 - Miscellaneous Members Contribution Rates

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),
TRADES, CRAFTS, AND SERVICES UNIT (BU02) AND AMENDMENTS TO THE
SAN LUIS OBISPO COUNTY EMPLOYEES RETIREMENT PLAN APPENDICES

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 Trades, Crafts, and Services Unit (BU02); and

WHEREAS, since on or about April 2, 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 Trades, Crafts, and Services Unit (BU02) 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 Trades, Crafts, and Services Unit (BU02), 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; and

WHEREAS, amendments to the San Luis Obispo County Employees Retirement Plan include an amendment to Appendix A – Miscellaneous Members Contribution Rates and Appendix A Tier 2 – Miscellaneous Members Contribution Rates; and

WHEREAS, it is in the best interest of the County of San Luis Obispo that the Board of Supervisors implement the revisions to the San Luis Obispo County Employees Retirement Plan, attached hereto as Appendix A – Miscellaneous Members Contribution Rates and Appendix A Tier 2 – Miscellaneous Members Contribution Rates.

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 San Luis Obispo County Employees Retirement Plan is hereby amended to include the revisions to Appendix A – Miscellaneous Members Contribution Rates (A.M.02) and Appendix A Tier 2 – Miscellaneous Members Contribution Rates (T2-A.M.02); and
4. That Appendix A – Miscellaneous Members Contribution Rates (A.M.02) and Appendix A Tier 2 – Miscellaneous Members Contribution Rates (T2-A.M.02) to the San Luis Obispo County Employees Retirement Plan be revised; and
5. That the Trades, Crafts, and Services Unit (BU02) 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 28, 2015

APPENDIX A – Miscellaneous Members Contribution Rates

Appendix	**A.M.02**
Effective Date	**February 15, 2015**
Pension Code	**CETC**
Description	**SLOCEA Trades & Crafts**
Bargaining Unit	**SLOCEA - Trades, Crafts & Services**
B/U Number	**02**
Employer Pickup	**10.38%**
Effective Date	**February 15, 2015**
Appropriation	**18.30%**

ENTRY AGE	CURRENT RATE
18	13.39%
19	13.46%
20	13.53%
21	13.59%
22	13.61%
23	13.63%
24	13.66%
25	13.70%
26	13.75%
27	13.80%
28	13.86%
29	13.93%
30	14.00%
31	14.08%
32	14.17%
33	14.26%
34	14.36%
35	14.46%
36	14.56%
37	14.67%
38	14.78%
39	14.90%
40	15.02%
41	15.15%
42	15.28%
43	15.42%
44	15.56%
45	15.70%
46	15.85%
47	16.01%
48	16.17%
49	16.33%
50	16.50%
51	16.67%
52	16.84%
53	17.02%
54	17.20%
55	17.39%
56	17.58%
57	17.77%
58	17.97%
59	18.17%
AND OVER	

APPENDIX A Tier 2 – Miscellaneous Members Contribution Rates

Appendix	**T2- A.M.02**
Effective Date	**February 15, 2015**
Pension Code	**2CET**
Description	**SLOCEA Trades & Crafts**
Bargaining Unit	**SLOCEA - Trades, Crafts & Services**
B/U Number	**02**
Employer Pickup	**10.38%**
Effective Date	**February 15, 2015**
Appropriation *	**18.30%**

* Blended contribution rate for Tier 1 and Tier 2

ENTRY AGE	CURRENT RATE
18	5.37%
19	5.49%
20	5.61%
21	5.76%
22	5.87%
23	6.03%
24	6.15%
25	6.29%
26	6.49%
27	6.59%
28	6.78%
29	6.93%
30	7.23%
31	7.39%
32	7.68%
33	7.83%
34	8.01%
35	8.33%
36	8.48%
37	8.69%
38	8.92%
39	9.13%
40	9.33%
41	9.48%
42	9.51%
43	9.74%
44	9.97%
45	10.06%
46	10.34%
47	10.58%
48	10.68%
49	10.96%
50	11.00%
51	11.21%
52	11.27%
53	11.47%
54	11.66%
55	11.96%
56	12.02%
57	12.04%
58	12.06%
59	12.08%
60	12.10%
61	12.12%
62	12.14%
AND OVER	