COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL

(1) DEPARTMENT	(2) MEETING DATE	(3) CONTACT/PHONE
Human Resources	August 23, 2011	Tami Douglas-Schatz, (805) 781-5959

(4) SUBJECT
Submittal of two Resolutions approving: The January 1, 2011 – June 30, 2013 Memorandums of Understanding (MOU) between the County of San Luis Obispo and the San Luis Obispo County Deputy Sheriffs' Association (DSA)– one resolution which includes the MOU for Supervisory Law Enforcement Unit (BU14) and a second separate resolution which includes the MOU for Law Enforcement Unit (BU03), Non-Safety Law Enforcement Unit (BU21), and the Dispatcher Unit (BU22); and amending the San Luis Obispo County Employees' Retirement Plan, to establish a second tier pension plan for DSA employees hired on or after September 4, 2011.

(5) SUMMARY OF REQUEST
Submittal of two Resolutions approving: The January 1, 2011–June 30, 2013 MOUs between the County and the DSA – one resolution which includes the MOU for Supervisory Law Enforcement Unit (BU14) and a second separate resolution which includes the MOU for Law Enforcement Unit (BU03), Non-Safety Law Enforcement Unit (BU21), and the Dispatcher Unit (BU22); and amending the San Luis Obispo County Employees' Retirement Plan, to establish a second tier pension plan for DSA employees hired on or after September 4, 2011.

(6) RECOMMENDED ACTION
It is recommended that the Board adopt two Resolutions approving the January 1, 2011 – June 30, 2013 Memorandums of Understanding (MOUs) between the County of San Luis Obispo and the San Luis Obispo County Deputy Sheriffs' Association (DSA), Supervisory Law Enforcement Unit (BU14), Law Enforcement Unit (BU03), Non-Safety Law Enforcement Unit (BU21), and the Dispatcher Unit (BU22); and amending the San Luis Obispo County Employees' Retirement Plan, Article 8: Members, Article 27: Tier Two – Miscellaneous, and Article 28: Tier Two – Safety, establishing a second tier pension plan for DSA represented employees hired on or after September 4, 2011.

(7) FUNDING SOURCE(S)	(8) CURRENT YEAR FINANCIAL IMPACT	(9) ANNUAL FINANCIAL IMPACT	(10) BUDGETED?
General Fund	$110,300 for calendar year 2011 $395,600 for calendar year 2010	$110,300 ongoing	☒ No ☐ Yes ☐ N/A

(11) OTHER AGENCY INVOLVEMENT/IMPACT (LIST):
Representatives from the Administrative Office, Auditor-Controller and the Pension Trust participated in the development of the plan amendment for the second tier pension. County Counsel has reviewed and approved the MOUs, Resolutions, and Pension Trust plan amendment for legal form and effect. The Auditor's Office and Human Resources staff will process the system changes needed to implement these adjustments.

(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? ☒ No ☐ Yes, How Many? ____
☐ Permanent ____ ☐ Limited Term ____ ☐ Contract ____ ☐ Temporary Help ____

(13) SUPERVISOR DISTRICT(S)
☐ 1st, ☐ 2nd, ☐ 3rd, ☐ 4th, ☐ 5th, ☒ All

(14) LOCATION MAP
☐ Attached ☒ N/A

(15) MADDY ACT APPOINTMENTS
Signed-off by Clerk of the Board:
☒ N/A

(16) AGENDA PLACEMENT
☒ Consent ☐ Hearing (Time Est. _____)
☐ Presentation ☐ Board Business (Time Est._____)

(17) EXECUTED DOCUMENTS
☒ Resolutions (Orig) ☒ Contracts (Orig + 3 Copies)
☐ Ordinances (Orig) ☐ N/A
☒ Email Resolution and Ordinance to *CR_Board_Clerk* (in MS Word)

(18) NEED EXTRA EXECUTED COPIES?
☐ Number: _____ ☐ Attached ☒ N/A

(19) BUDGET ADJUSTMENT REQUIRED?
☐ BAR ID Number: _____
☐ 4/5th's Vote Required ☒ N/A

(20) OUTLINE AGREEMENT REQUISITION NUMBER (OAR)
_____

(21) W-9
☐ No ☐ Yes

(22) AGENDA ITEM HISTORY
☒ N/A Date
_____

(23) ADMINISTRATIVE OFFICE REVIEW Emily Jackson

Rev. 6-11

Human Resources Department
SAN LUIS OBISPO COUNTY

County Government Center, 1055 Monterey Street • Suite D-250 • San Luis Obispo, CA 93408
Telephone 805.781.5959 • Fax 805.781.1044 • Email: hr@co.slo.ca.us

To: Board of Supervisors

From: Tami Douglas-Schatz, Human Resources Director

Date: August 23, 2011

Subject: Submittal of two Resolutions approving: The January 1, 2011 – June 30, 2013 Memorandums of Understanding (MOU) between the County of San Luis Obispo and the San Luis Obispo County Deputy Sheriffs' Association (DSA) – one resolution which includes the MOU for Supervisory Law Enforcement Unit (BU14) and a second separate resolution which includes the MOU for Law Enforcement Unit (BU03), Non-Safety Law Enforcement Unit (BU21), and the Dispatcher Unit (BU22); and amending the San Luis Obispo County Employees' Retirement Plan, to establish a second tier pension plan for DSA employees hired on or after September 4, 2011

Recommendation:

It is recommended that the Board adopt two Resolutions approving the January 1, 2011 – June 30, 2013 Memorandums of Understanding (MOUs) between the County of San Luis Obispo and the San Luis Obispo County Deputy Sheriffs' Association (DSA), Supervisory Law Enforcement Unit (BU14), Law Enforcement Unit (BU03), Non-Safety Law Enforcement Unit (BU21), and the Dispatcher Unit (BU22); and amending the San Luis Obispo County Employees' Retirement Plan, Article 8: Members, Article 27: Tier Two – Miscellaneous, and Article 28: Tier Two – Safety, establishing a second tier pension plan for DSA represented employees hired on or after September 4, 2011.

Discussion:

Background

The San Luis Obispo County Deputy Sheriffs' Association (DSA) is comprised of the following bargaining units (BU) and full-time equivalent (FTE) positions:

Law Enforcement BU03	104 FTE
Supervisory Law Enforcement BU14	13 FTE
Non-Safety Law Enforcement BU21	14 FTE
Dispatchers BU22	15 FTE
TOTAL	146 FTE

The classifications included in the DSA BU03 are: Sheriff's Correctional Deputy and Sheriff's Senior Correctional Deputy; BU14: Sheriff's Correctional Sergeant and Sheriff's Dispatcher Supervisor; BU21:

Sheriff's Forensic Specialist, Sheriff's Cadet, Sheriff's Property Officer, and Crime Prevention Specialist; BU22: Sheriff's Dispatcher and Sheriff's Senior Dispatcher. These classes are separated into "safety, non-sworn" and "non-safety" as follows:

SAFETY, NON-SWORN	
Sheriff's Correctional Deputy	BU03
Sheriff's Senior Correctional Deputy	BU03
Sheriff's Correctional Sergeant	BU14

NON-SAFETY	
Sheriff's Dispatcher Supervisor	BU14
Sheriff's Cadet	BU21
Sheriff's Property Officer	BU21
Crime Prevention Specialist	BU21
Sheriff's Forensic Specialist	BU21
Sheriff's Dispatcher	BU22
Sheriff's Senior Dispatcher	BU22

Prior to February 25, 2010, the sworn classifications of Deputy Sheriff, Sheriff's Senior Deputy, and Sergeant were also represented by DSA. Pursuant to the County's Employee Relations Policy, the Association of San Luis Obispo County Deputy Sheriffs (ASLOCDS) petitioned the County and was recognized as the sole and exclusive employee organization representing sworn classifications.

Prior DSA Contract and DSA Negotiations

On August 15, 2010, the DSA notified the County of its request to meet and negotiate successor Memorandums of Understanding (MOU) to their 2006-2010 MOU which expired on December 31, 2010. Consistent with the terms of the contract, the parties entered into discussions on November 12, 2010 to negotiate changes to terms and conditions of employment. However, little progress was made at that time to reach an agreement. On February 12, 2011, the County was notified of a change in representation and negotiations resumed between the County and a new DSA Chief Negotiator on March 16, 2011. After several sessions negotiating in good faith, the parties were able to reach a tentative agreement on successor MOUs, the details of which are outlined below.

The previous DSA contract contained a wage provision requiring the County to conduct an annual review of compensation and calculate a wage adjustment based on a specific formulaic methodology. It specified that any resulting increase be applied to salary only. Pursuant to the terms of the prior contract, the survey resulted in a 2.98% prevailing wage adjustment (PWA) based on total compensation, which will be retroactively applied towards salary effective the pay period that includes January 1, 2010. Through negotiations for successor agreements, the parties were able to reach a three year successor agreement which addresses all three of the Board's major labor program initiatives: prevailing wage; establishment of a second tier pension plan; and pension cost sharing. The resulting agreement of pension sharing satisfies the DSA employees' share of the 2007 and 2010 increased pension costs which greatly mitigates the impact to the County for the salary increase costs.

Your Board's approval of the attached MOU today will result in the following key elements:

Term:

- The DSA Law Enforcement and Supervisory Law Enforcement MOUs will commence on January 1, 2011 and be fully terminated on June 30, 2013.

Wage Provisions:

- Pursuant to a previously negotiated contract, a retroactive 2.98% prevailing wage adjustment to salary will be effective the pay period that includes January 1, 2010. The amount of this prevailing wage adjustment was calculated using the formula included in the previous contract, obligating the County to honor the terms and implement the 2.98% increase to wages.
- There will be no additional wage adjustments during the term of the Agreement.
- The parties shall commence reopener negotiations on or before March 31, 2012 to determine appropriate comparator organizations and salary and benefit data to be collected.

Pension Provisions:*

- Effective the pay period that includes October 1, 2010, the pension contribution for all DSA employees shall increase by 2.98% with a corresponding decrease in the County's appropriation rate of 2.98%.
- Effective the pay period that includes January 1, 2011, the pension contribution for safety, non-sworn employees shall increase by 0.06% with a corresponding decrease in the County's appropriation rate of 0.06%.
- Effective the pay period that includes January 1, 2011, the pension contribution for non-safety employees shall increase by 1.29% with a corresponding decrease in the County's appropriation rate of 1.29%.
- Agreement for a 50/50 sharing of the cost of any increases in employer and employee pension rates for Tier 1 and Tier 2 pension plans (detailed below).
- The fifty percent (50%) share of employee pension increases shall not exceed 3% for the term of this Agreement only.

*Currently, five (5) DSA represented employees participate in the Pension Trust Deferred Retirement Option Plan (DROP), which precludes their continued contribution to the pension plan. The County's pension contribution for those five (5) DSA employees ended when the employees entered the DROP.

Second Tier Retirement:

- Human Resources staff is currently negotiating the second tier retirement benefits with all employee associations. Since December 14, 2010, second tier retirement plans have been implemented for all unrepresented employees and all SLOCEA represented units totaling approximately 1,900 County employees or 83% of the County's workforce. With the addition of DSA unit employees, approximately 87% of all County employees will have a second tier retirement plan in place for new hires. A second tier pension plan for DCCA and SLOGAU is also submitted today under a separate Board item for approval.

- Current County employees in the DSA bargaining units will maintain the current pension benefit. Current Tier One county employees who promote or transfer or otherwise change bargaining units, will remain in the first tier pension benefit plan.

  Current (Tier One) Pension Benefit Summary:

  - Retirement formulas: 3% at 55 (Safety, Non-Sworn); 2% at 55 (Non-Safety)
  - Final retirement compensation based upon the single highest year salary
  - Retirement earnings may reach 90% of income (Safety, Non-Sworn); 80% of income (Non-Safety)
  - Includes a Deferred Retirement Option Program (DROP) which allows members who have achieved the maximum retirement benefit to remain working but suspend all employee and employer contributions to the pension plan for up to five years
  - 3% retiree cost of living adjustment (COLA), which rises in concert with the consumer price index (CPI) with a carryover option. Specifically, in years where the CPI is less than 3%, the remainder may be added to future year's COLA in the event the CPI rises in excess of that 3%.

- All new county employees hired into the DSA bargaining units on or after September 4, 2011, will be placed in a new second tier of retirement benefits in compliance with applicable laws and pension plan provisions.

  New (Tier Two) Pension Benefit Summary:

  - Retirement formulas: 2.7% at 55 (Safety, Non-Sworn); 2% at 60 (Non-Safety)
  - Final retirement compensation based upon the highest three year average earnings
  - Retirement earnings capped at 90% of income
  - Limits retiree COLA to 2% with no carryover
  - Eliminates the DROP program
  - Agreement to a 50/50 sharing of the cost of any increases in employer and employee pension rates (for Tier 1 and Tier 2)

Other Agency Involvement:

Representatives from the Administrative Office, Auditor-Controller and the Pension Trust participated in the development of the plan amendment for the second tier pension. County Counsel has reviewed and approved the MOUs, Resolutions, and Pension Trust plan amendment for legal form and effect. The Auditor's Office and Human Resources staff will process the system changes needed to implement these adjustments.

Financial Considerations:

Calendar Year 2010 Wages and Employee Pension Contributions:

Current salary and benefits for the DSA's 146 full-time positions are approximately $17,726,000 annually ($16,394,000 salary and variable costs + $1,332,000 fixed costs). Effective the pay period

including January 1, 2010, DSA employees will receive a wage increase of 2.98%, increasing the County's annual costs by approximately $488,500. To offset a portion of these costs for approximately three months of the 2010 calendar year (and then ongoing), DSA employees have agreed to a 2.98% increase in their employee pension contribution rates effective the pay period that includes October 1, 2010 (and a corresponding 2.98% decrease that the County appropriates to the Pension Trust). This offset reduces the 2010 County costs by 19% to approximately $395,600.

Calendar Year 2011 Employee Pension Contribution Increase:

For calendar year 2011 and thereafter, the DSA employees have agreed to the following:

- DSA safety, non-sworn employees: The 2.98% employee contribution rate described above will increase by an additional 0.06%, effective the pay period that includes January 1, 2011 (and a corresponding 0.06% decrease that the County appropriates to the Pension Trust)
- DSA non-safety employees: The 2.98% employee pension contribution rate described above will increase by an additional 1.29%, effective the pay period that includes January 1, 2011 (and a corresponding 1.29% decrease that the County appropriates to the Pension Trust)

The combined October, 2010 and January, 2011 employee pension contribution rate increases for the DSA safety, non-sworn (3.04% total) and for the DSA non-safety (4.27% total) will result in a substantial decrease to the County's overall ongoing costs. The ongoing annual total County costs will be approximately $110,300, which is a 72% reduction from the 2010 calendar year costs.

2010		2011 (thru 9/4/11 implementation)		Annual Ongoing Costs	
2.98% increase in salary (All BUs)	$488,500	Continued 2010 2.98% salary increase (19 pay periods)	$356,981	Continued 2010 2.98% salary increase	$488,500
7 pay period 2.98% employee pension increase offset (All BUs beginning October 1, 2010)	($92,900)	Ongoing 2.98% employee pension increase offset (all BU's)	($252,157)	Ongoing employee pension increase-All BU (2.98%)	(345,057)
		Safety: Additional .06% employee pension increase	($4,142)	Ongoing safety additional (.06%)	(5,668)
		Non-Safety: Additional 1.29% employee pension increase	($20,078)	Ongoing non safety add'l (1.29%)	(27,475)
Resulting County Cost	**$395,600**	**Resulting County Cost**	**$80,604**	**Total Ongoing County Cost**	**$110,300**

New Second Tier Pension:

The implementation of a second tier pension plan will save approximately 15% of salary costs, or $2.67 million per year in current year dollars, once all employees reside in the new second tier of benefits. It is anticipated that this savings will be fully realized in 20 to 30 years but some savings will be realized in 8 – 10 years depending on retirement and hiring trends.

An actuarial analysis shows that for all employees, the County and employee contributions to the pension plan for tier two is roughly half the cost as that for employees in tier one. Specifically, the current rate for the tier one plan for all employees is approximately 34% of pensionable payroll costs.

This includes normal costs (approximately 24.11%) and unfunded liability costs (approximately 9.89%). By contrast, tier two will have normal costs of approximately 17% with no unfunded liability at the outset. Employee contribution rates are also significantly lower in tier two. Employee contribution rates vary by the age the employee enters into the pension system. In tier one, for example, a 25 year old employee in bargaining unit 22 currently contributes 13.59%. In tier two, the same 25 year old employee would contribute only 5.81%.

Pursuant to the Board's May 2011 direction, the Sheriff's Department will absorb the increased County costs associated with these agreements.

Results:

Approval of these Resolutions will: 1) establish three year labor contracts with all DSA bargaining units effective from January 1, 2011 through June 30, 2013; and 2) amend the San Luis Obispo County Employees Retirement Plan to establish a new, second tier pension plan for DSA employees hired on or after September 4, 2011.

The terms and conditions outlined in the MOUs comply with the Board's initiatives for the Labor Program: addressing prevailing wage; implementation of a second tier retirement plan; and cost sharing of pension rate increases with employees. The implementation of second tier pension plans for newly hired DSA represented employees continues the process of moving all newly hired employees into a lower second tier of retirement benefits. These actions will contribute to the County's goal of controlling the escalating costs associated with pension plan funding and addressing long term financial sustainability. This plan also contributes to a results-oriented, well-governed community.

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

_____ day _____, 2011

PRESENT:

ABSENT:

RESOLUTION NO. _____

RESOLUTION ESTABLISHING SALARIES AND BENEFITS FROM JANUARY 1, 2011 – JUNE 30, 2013 FOR ALL EMPLOYEES DEFINED AND IDENTIFIED AS TO CLASSIFICATIONS WITHIN THAT UNIT OF REPRESENTATION ESTABLISHED AS THE SAN LUIS OBISPO COUNTY DEPUTY SHERIFFS' ASSOCIATION (DSA), LAW ENFORCEMENT UNIT, NON-SAFETY LAW ENFORCEMENT UNIT, AND DISPATCHER UNIT AND APPROVING MEMORANDUM OF UNDERSTANDING FOR SAID UNITS

The following resolution is hereby offered and read:

WHEREAS, the San Luis Obispo County Deputy Sheriffs' Association (hereinafter referred to as "DSA") is recognized as the exclusive representative of employees in the Law Enforcement Unit BU03, Non-Safety Law Enforcement Unit BU21, and the Dispatcher Unit BU22; and

WHEREAS, since on or about November 12, 2010, the Management Representative has met and conferred and negotiated in good faith with the Law Enforcement Unit, Non-Safety Law Enforcement Unit, and the Dispatcher Unit, 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 Law Enforcement Unit, Non-Safety Law Enforcement Unit, and the Dispatcher Unit, concerning all Law Enforcement Unit, Non-Safety Law Enforcement Unit, and the Dispatcher Unit 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, a copy of which is attached hereto as "Attachment A"; and

WHEREAS, the County's Management Representative and the Law Enforcement Unit, Non-Safety Law Enforcement Unit, and the Dispatcher Unit 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 the Law Enforcement Unit, Non-Safety Law Enforcement Unit, and the Dispatcher Unit, 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, on October 13, 2009 and October 12, 2010, the Board of Supervisors approved major initiatives for the County's Labor Program which included direction to establish a second, lower tier of retirement benefits (second tier) for newly hired employees for all bargaining units; and

WHEREAS, in an effort to address the County's goal of financial sustainability with the County's pension plan, the Board provided direction for initiatives to include negotiation for a second tier of retirement benefits with all employee associations; and

WHEREAS, in compliance with the Board's directive, Human Resources staff is currently negotiating second tier retirement benefits with employee associations during the contract negotiations process; and

WHEREAS, the County has reached agreement on a second tier with the Law Enforcement Unit, Non-Safety Law Enforcement Unit, and the Dispatcher Unit, which will be implemented with a September 4, 2011 effective date; and

WHEREAS, all employees newly hired into the Law Enforcement Unit, Non-Safety Law Enforcement Unit, and the Dispatcher Unit, on or after September 4, 2011, will be placed in a new second tier of retirement benefits; and

WHEREAS, current County employees in the Law Enforcement Unit, Non-Safety Law Enforcement Unit, and the Dispatcher Unit as well as current County employees who promote, transfer or otherwise change bargaining units, will remain in the first tier pension benefit plan; and

WHEREAS, amendments to the Plan includes an amendment to Article 27: Tier Two – Miscellaneous and Article 8: Members, and establishes Article 28: Tier Two – Safety, which outline the provisions of the Tier Two Pension Plan; 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 Pension Trust Plan, attached hereto entitled Article 27: Tier Two – Miscellaneous, Article 8: Members, and Article 28: Tier Two – Safety (attached as "Exhibits A, B, and C, respectively").

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 on January 1, 2011 and be fully terminated on June 30, 2013; and
3. That retroactive to the pay period that includes January 1, 2010, salaries for all employees represented by the Law Enforcement Unit-BU03, ("**safety, non-sworn**": Sheriff's Correctional Deputy, Sheriff's Senior Correctional Deputy); Non-Safety Law Enforcement-BU21 ("**non-safety**": Sheriff's Cadet, Sheriff's Property Officer, Crime Prevention Specialist, Sheriff's Forensic Specialist); and the Dispatcher Unit-BU22, ("**non-safety**": Sheriff's Dispatcher and Sheriff's Senior Dispatcher) employed by the County on the date this resolution is adopted, are hereby modified and effective in accordance with the San Luis Obispo County Table of Salary Ranges and Steps to reflect an approximate two and ninety-eight one hundredths percent (2.98%) increase as set forth in "Attachment A" attached and incorporated herein by reference; and
4. That effective the pay period that includes October 1, 2010, the employee pension contribution rate for all Law Enforcement Unit, Non-Safety Law Enforcement Unit, and the Dispatcher Unit employees shall increase by two and ninety-eight one hundredths

percent (2.98%) with a corresponding decrease of two and ninety-eight one hundredths percent (2.98%) in the amount the County appropriates to the Pension Trust; and

5. That effective the pay period that includes January 1, 2011, the employee pension contribution rate for "non-safety" employees (as identified in number 3 above) shall increase by one and twenty-nine one hundredths percent (1.29%) with a corresponding decrease of one and twenty-nine one hundredths percent (1.29%) in the amount the County appropriates to the Pension Trust; and
6. That effective the pay period that includes January 1, 2011, the employee pension contribution rate for "safety, non-sworn" employees (as identified in number 3 above) shall increase by six one hundredths percent (0.06%) with a corresponding decrease of six one hundredths percent (0.06%) in the amount the County appropriates to the Pension Trust; and
7. That Article 8: Members and Article 27: Tier Two – Miscellaneous of the San Luis Obispo County Pension Trust Plan be revised; and
8. That Article 28: Tier Two – Safety be added to the San Luis Obispo County Employees Retirement Plan; and
9. That the San Luis Obispo County Employees Retirement Plan is hereby amended to include the revisions to Article 27: Tier Two – Miscellaneous, Article 8: Members, and Article 28: Tier Two – Safety and that effective September 4, 2011, newly hired employees in the Law Enforcement Unit, Non-Safety Law Enforcement Unit, and the Dispatcher Unit, will be placed in the Tier Two Retirement Plan pursuant to the terms of the Plan as set forth in Article 27: Tier Two – Miscellaneous, Article 8: Members, and Article 28: Tier Two – Safety attached hereto as "Exhibits A, B and C, respectively."
10. That the Retirement Plan Appendix A.M.14, A.M.21 and A.M.22 be and are hereby amended, as attached and incorporated herein as "Appendix A".
11. That the Retirement Plan Appendix B.S.03.NS and B.S.14.NS be and are hereby amended, as attached and incorporated herein as "Appendix B."
12. That the Retirement Plan Appendix T2-A.M.14, T2-A.M.21, T2-A.M.22 be and is hereby amended, as attached and incorporated herein as "Appendix A Tier 2."
13. That the Retirement Plan Appendix T2-B.S.03.NS and T2-B.S.14.NS be and is hereby amended, as attached and incorporated herein as "Appendix B Tier 2."
14. That the 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:

WARREN R. JENSEN
County Counsel

_____
By: Assistant County Counsel

Date: 8/12/2011

ATTACHMENT A

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF SAN LUIS OBISPO AND THE SAN LUIS OBISPO COUNTY DEPUTY SHERIFFS' ASSOCIATION LAW ENFORCEMENT UNIT, NON-SAFETY LAW ENFORCEMENT UNIT, AND DISPATCHER UNIT 2011-2013

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MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF SAN LUIS OBISPO AND THE SAN LUIS OBISPO COUNTY DEPUTY SHERIFFS' ASSOCIATION LAW ENFORCEMENT UNIT, NON-SAFETY LAW ENFORCEMENT UNIT, AND DISPATCHER UNIT 2011-2013

1. INTRODUCTION

1.1 Designation of the Parties

1.1.1 This Agreement is entered into as of January 1, 2011, by and between the County of San Luis Obispo (hereinafter "County"), and the San Luis Obispo County Deputy Sheriffs' Association (hereinafter referred to as "the Association" or "DSA").

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

1.1.2.1 The Management's principal authorized agent shall be the County's Administrative Officer or his/her duly authorized representative [address: County Government Center, Room D430, San Luis Obispo, CA 93408; Telephone: (805) 781-5011], except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

1.1.2.2 The Association's principal authorized agent shall be the DSA's President or his/her duly authorized representative (address: P.O. Box 5443, San Luis Obispo, CA 93406).

1.2 Recognition

1.2.1 Pursuant to section 3500 et seq. of the Government Code of the State of California, the County of San Luis Obispo has previously recognized the San Luis Obispo County Deputy Sheriffs' Association as the exclusive representative of the employees in Bargaining Unit 03 Law Enforcement, Bargaining Unit 21 Non-Safety Law Enforcement, and Bargaining Unit 22 Dispatchers. These include the following classifications:

SAFETY, NON-SWORN	
Sheriff's Correctional Deputy	BU03
Sheriff's Senior Correctional Deputy	BU03

NON-SAFETY	
Sheriff's Cadet	BU21
Sheriff's Property Officer	BU21
Crime Prevention Specialist	BU21
Sheriff's Forensic Specialist	BU21
Sheriff's Dispatcher	BU22
Sheriff's Senior Dispatcher	BU22

1.2.2 The term "employee" or "employees" as used herein shall refer to those persons in the Law Enforcement Unit, Non-Safety Law Enforcement Unit and Dispatcher Unit occupying positions not otherwise designated as confidential, which are allocated as permanent full-time, or permanent part-time working 12 months per year, normally working 40 hours or more per pay period. Not included within the term "employee" are all other persons in part-time positions, temporary or extra help or persons on contract with the County.

2. TERM

The County and the Association agree that the term of this Agreement commences on January 1, 2011, and expires and is otherwise fully terminated on June 30, 2013.

3. RENEWAL

The County and the Association agree that meeting and conferring over the renewal or continuation of this Agreement shall be initiated at the request of either party between January 1 and March 31 of the last six months of this Agreement. The parties also agree that every effort will be made to reach an agreement prior to the expiration of this Agreement.

4. COUNTY RIGHTS AND RESPONSIBILITIES

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:

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 the 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.

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, or limit, amend, decrease, revoke or otherwise modify the employees' rights under the County Civil Service Ordinance.

The County agrees to consult with the DSA upon request in regard to any proposed subcontracting of dispatcher services which would result in the elimination of unit members' jobs.

5. WORK SCHEDULES AND WORK LOCATION

5.1 Work Schedules - Non-Dispatchers

5.1.1 Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies, employees' work schedules shall not be changed without three (3) calendar days' prior notice to employee. 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 workweek as defined by the County.

5.1.2 12 Hour Shift Plan

5.1.2.1 The parties agree that the County, by exercising a modified 29 United States Code Section 207(k) exemption ["FLSA 7(k) exemption"] for certain Sheriff's Department Custody Division classifications, may alter the work period to fourteen (14) days with a premium overtime threshold (time and one-half) of eighty (80) hours for unit positions in Custody Division classifications working a twelve (12) hour shift plan. All hours worked by an employee or paid to an employee in lieu of hours worked as defined in County Code Section 2.48.050(g), prior to exceeding the applicable threshold shall be at straight time regardless of whether such time is regular or overtime worked.

5.1.3 Sheriff May Assign, Reassign or Withdraw

5.1.3.1 For the purpose of carrying out this Agreement, the Sheriff has the unilateral right to assign or reassign an employee to or from a Custody Division position at any time without meeting, conferring, consulting or prior notification to the DSA. It is the intent of the parties that such an assignment or withdrawal resulting in a change of work shift shall not, in and of itself, be construed as a punitive personnel action ("punitive action") under the Public Safety Officers Procedural Bill of Rights Act (Gov. Code, § 3300 et seq.).

5.1.4 Implementation and Termination of 12-Plan

5.1.4.1 The initial period of the 12-Plan shall be for twelve (12) months with a review of the 12-Plan commencing September 2001 or as soon as the twelve-month period expires. The review shall be completed within sixty (60) days under the direction of the Sheriff and in conjunction with the DSA. Following review, the 12-Plan shall continue with additional reviews conducted in July of each year unless the program is terminated by either the County or the DSA. In the event either party terminates the 12-Plan agreement for all or part of Custody divisions, the forty (40) hour weekly overtime threshold shall be restored for those employees who are no longer assigned to a 12-Plan schedule simultaneously with the reassignment date.

5.1.5 DSA's Reservation of Right to Terminate Waiver of 40 Hour Threshold

5.1.5.1 The DSA declares that it has entered into this Agreement based on an agreement with the Sheriff's Department on the twelve (12) hour shift plan administration. However, the DSA reserves the right to terminate the waiver of the forty (40) hour threshold for overtime for any reason following any annual review, upon thirty (30) days written notice provided to the County's Human Resources Director and Auditor-Controller. Such termination notice shall be submitted within thirty (30) days of the completion of the annual review.

5.1.6 No Change in Definition of "Base Salary"

5.1.6.1 The parties further agree that the terms and conditions of this Agreement shall not be construed in any way so as to redefine the definition of "base salary". The definition of "base salary" for retirement or for any other compensation purposes shall continue to be based on two thousand eighty (2080) hours worked annually or one hundred seventy-three and one-third (173 1/3) hours worked monthly.

5.2 <u>Work Schedules and Work Location - Dispatchers</u>

5.2.1 Work Schedules - Dispatchers

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

5.2.1.1.1 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 two (2) calendar days' prior notice to employee. Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week. Nothing herein shall be construed to modify whatsoever a work day or work week as defined by the County.

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

5.2.2 Work Location - Dispatchers

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

5.2.2.1.1 Except in cases of emergencies, employees will not be reassigned from their designated normal work location without prior notice. If the reassignment is intended as a permanent change, management shall give the employee at least one week's advance notice. If the reassignment is intended as temporary, management shall give the employee at least two (2) calendar days' notice to employee. The designated normal work location is the place at which the employee spends the largest part of her/his regular workdays or working time or the place to which she/he returns upon completion of special assignments. Said notice provision may be waived by written agreement of the employee.

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

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

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

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

6. SALARIES

6.1 Salary Schedule

6.1.1 The parties agree that as of the pay period that included January 1, 2010, the base salary ranges shall be increased by 2.98% for the employees in the classifications listed below and shall be as follows:

BU	Class	Title	Current Range	New Range	New Monthly Amts (Step 1 – Step 5)
03	375	Sheriff's Correctional Deputy	2999	3088	$5,353 - $6,505
03	376	Sheriff's Senior Correctional Deputy	3310	3409	$5,909 - $7,181
21	339	Sheriff's Cadet	2999	3088	$5,353 - $6,505
21	348	Sheriff's Property Officer	2999	3088	$5,353 - $6,505
21	350	Crime Prevention Specialist	2999	3088	$5,353 - $6,505
21	2594	Sheriff's Forensic Specialist	3379	3480	$6,032 - $7,332
22	342	Sheriff's Dispatcher	2802	2885	$5,001 - $6,077
22	343	Sheriff's Senior Dispatcher	3074	3166	$5,488 - $6,670

6.2 Wage Provisions

6.2.1 There shall be no increases in salary for unit employees during the 2011 calendar year (January 1, 2011 through December 31, 2011).

6.2.2 There shall be no increases in salary for unit employees during the 2012 calendar year (January 1, 2012 through December 31, 2012).

6.2.3 There shall be no increases in salary for unit employees during the time period from January 1, 2013 through June 30, 2013.

6.2.4 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.

6.3 Prevailing Wage Negotiations-Universe and Data Points Only

6.3.1 On or before March 31, 2012, the parties shall commence negotiations to determine appropriate comparator organizations and salary and benefit data to be collected for purposes as described in Section 6.4.4.

6.4 Market Wage Study

6.4.1 To prepare for the negotiations described in Section 6.3, the County shall conduct a compensation study for the classifications included in Bargaining Unit 03 Law Enforcement, Bargaining Unit 14 Supervisory Law Enforcement, Bargaining Unit 21 Non-Safety Law Enforcement, and Bargaining Unit 22 Dispatchers. The compensation study shall include the following benchmark classifications: Sheriff's Correctional Deputy, Sheriff's Dispatcher, and Crime Prevention Specialist. The County will work with the Association in advance of gathering salary data to discuss the appropriate classifications in other jurisdictions for purposes of data gathering. Failure to reach agreement on appropriate comparison classifications shall not impede the County from data gathering.

6.4.2 Wage and benefit data shall be collected from the following employers for comparable classifications:

6.4.2.1 Local Employers: City of San Luis Obispo, State of California, and Cal Poly

6.4.2.2 California Counties: Fresno, Kern, Kings, Monterey, Santa Barbara, Ventura, El Dorado, Sonoma, Placer, and Santa Cruz

6.4.2.3 Private sector employer data from within San Luis Obispo County where determined appropriate by the County

6.4.2.4 The County believes that the Employers identified in 6.4.2.1 – 6.4.2.3 are appropriate for purposes of setting prevailing wage. The Association asserts that the prior comparables (5 Counties, i.e., Monterey, Santa Barbara, Santa Cruz, Napa and Marin) are appropriate for purposes of setting prevailing wage. For purposes of study and subsequent negotiations, the parties agree that the jurisdictions identified by each party shall be included in data gathering.

6.4.3 The salary and benefit data that shall be collected includes:

6.4.3.1 Top step base salary

6.4.3.2 Employer pick-up of employee's share of retirement

6.4.3.3 Employer contributions to health insurance

6.4.3.4 Uniform allowance

6.4.3.5 Education incentive

6.4.4 The County will complete the market wage study and will provide it to the Association as soon as administratively feasible with a target date of December 31, 2012. This study will include a chart showing the standing of the DSA bargaining unit based on the County's selected comparables and will also include a chart showing bargaining unit standing based on the five Counties referred to in 6.4.2.4. The parties will then review, discuss and attempt to agree upon the appropriate list of jurisdictions, in order to guide successor negotiations for the successor Agreement. Any disagreements between the parties on this point will be addressed in successor negotiations.

6.4.5 For purposes of opening proposals covering the time period commencing July 1, 2013, the content of the wage study described above shall not limit the ability of either party to make such wage proposals and present such additional data as they see fit.

7. RETIREMENT CONTRIBUTIONS

7.1 Pension Pick-Up

7.1.1 The County agrees to continue to "pick-up" a portion of the safety employee's contribution to the County's Pension Trust Plan by a plan whereby the County will pay seven percent (7%) of the pensionable wages.

7.1.2 The County agrees to continue to "pick-up" a portion of the non-safety employee's contribution to the County's Pension Trust Plan by a plan whereby the County will pay four and two-tenths percent (4.2%) of the pensionable wages.

7.1.3 These amounts paid by the County are for a portion of the unit member's contributions and are paid by the County to partially satisfy the employee's obligation to contribute to the County Pension Trust.

7.1.4 It is understood and agreed that the principal motivation of the parties in providing for the County's partial "pick-up" of employee retirement contributions as provided in 7.1.1 and 7.1.2 above is to accommodate the desire of the Association to achieve its expectations for more favorable tax consequences under the approach contained in this Agreement than would be available to its members under the simpler method of deducting employee contributions for these benefits from the taxable wages or salaries of unit members.

7.1.5 Unit members 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.

7.1.6 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 5.03 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.

7.1.7 Association 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.

7.2 Employee Pension Changes

7.2.1 Effective the pay period including October 1, 2010, the employee pension contribution rate for Bargaining Unit 03 Law Enforcement, Bargaining Unit 21 Non-Safety Law Enforcement, and Bargaining Unit 22 Dispatchers ("safety, non-sworn" and "non-safety") shall increase by 2.98% with a corresponding decrease in the employer appropriation rate of 2.98%.

7.2.2 Effective the pay period including January 1, 2011, the employee pension contribution rate for "non-safety" employees (as identified in Article 1.2.1) shall increase by an additional 1.29% with a corresponding additional decrease in the employer appropriation rate of 1.29%.

7.2.3 Effective the pay period including January 1, 2011, the employee pension contribution rate for "safety, non-sworn" (as identified in Article 1.2.1) employees shall increase by an additional 0.06% with a corresponding additional decrease in the employer appropriation rate of 0.06%.

7.2.4 In 2011 and subsequent years, the parties shall share 50/50 the cost of any increases in employer and employee pension rates (for Tier 1 and Tier 2) as adopted by the Board of Supervisors after receipt of actuarial data. For the term of this Agreement only, unit members' fifty percent (50%) share of increases shall not exceed 3%. Any increase above the aforementioned 3% shall be included in determining the employee share of pension increases in subsequent years.

8. PREVAILING WAGE ORDINANCE

8.1 Compliance

8.1.1 The parties agree that the compensation set forth in Article 6, complies with the requirements of County Code Section 2.48.180.

8.1.2 The parties agree that the negotiated prevailing wage increases and benefits provided for in this Agreement were negotiated for the benefit of those persons who remain in County employment on or after the execution date of this Memorandum of Understanding and were not intended to apply to former employees who have left County employment.

9. RETIREMENT

9.1 Tier 1 Retirement

9.1.1 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.

9.1.2 Effective July 3, 2005, a pension enhancement of 3% @ 55, with a 90% benefit cap, and Single Highest Year was established for safety members of this unit.

9.1.3 Effective July 3, 2005 a pension enhancement of 2% @ 55, with an 80% benefit cap, and Single Highest Year was established for non-safety members of this unit

9.1.4 Deferred Retirement Option Plan (DROP)

9.1.4.1 Parties agree that personnel currently employed by the County in DSA represented units are eligible to participate in the Pension Trust Deferred Retirement Option Plan (DROP) for members of the Pension Trust. Guidelines for the DROP plan have already been established and have been modified by the County to allow for participation by members of DSA represented units. The DROP plan 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 retirement allowance will be paid into a DROP plan account. An employee enrolled into the DROP plan retains all rights, privileges and benefits of being an active County employee, except as specifically modified in a DROP Plan Document. The employee enrolled in the DROP plan continues to be eligible for the active employee Cafeteria 125 Plan benefits and is not eligible for retiree health benefits. Under the DROP plan, the employee's individual monthly service retirement allowance, along with agreed upon employee contributions and other supplemental benefits and adjustments will be deposited into an account maintained for the employee under the provisions of the DROP plan. The employee's Pension Trust Service Retirement Allowance shall be calculated on the date that the employee enters the DROP plan and is not recalculated at the time the employee actually terminates permanent employment with the County.

9.1.4.2 Upon entering the DROP plan, the employee's and the employer's contributions to the Pension Trust cease being paid to the Pension Trust. Upon entering the DROP plan, the employee shall be permitted to contribute to the employee's DROP plan account an amount up to and equivalent to that which would be considered the employee's normal Pension Trust contribution. Employee contributions to the DROP plan shall be made on a pre-tax basis, pursuant to all applicable laws. These monies are deposited into the DROP plan account and are distributed to the DROP plan participant upon termination of permanent employment with the County or the expiration of the DROP plan period, whichever occurs first. A member may enroll in the DROP plan for a period not to exceed 5 years.

9.1.4.3 DSA shall defend, indemnify and save harmless the County of San Luis Obispo and the Pension Trust, its officers, agents and employees from any and all

claims, demands, damages, costs, expenses, or liability, including, but not limited to, liability for back taxes, and all claims of any type by the Internal Revenue Service, the California Franchise Tax Board, unit members, or their heirs, successors, or assigns, arising out of this Agreement to implement the Deferred Retirement Option Plan (DROP).

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

9.2 Tier 2 Retirement

9.2.1 The parties agree to allow the County to amend the San Luis Obispo County Pension Trust Plan to create second tier pension formulas as follows: 2.7%@55 for unit members hired on or after the date of the Pension Trust Plan amendment in classifications for which the current benefit level is 3%@55 (safety non-sworn); 2%@60 for unit members hired on or after the date of the Pension Trust Plan amendment in classifications for which the current benefit level is 2%@55 (non-safety).

9.2.2 Effective as soon as administratively feasible and upon Board of Supervisors approval, the County and DSA, BU 03, 21, and 22, agree to implement second tier retirement plans for employees hired on or after September 4, 2011. The second tier plan shall include the following major benefit provisions:

9.2.2.1 Retirement formula 2.7%@55 (safety non-sworn); 2%@60 (non-safety);

9.2.2.2 90% benefit cap;

9.2.2.3 2% COLA, no carryover;

9.2.2.4 No deferred retirement option plan (DROP);

9.2.2.5 3 year average final compensation

10. HEALTH COVERAGE AND OTHER BENEFITS

10.1 General Provisions

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

10.1.2 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.

10.1.3 Under this Agreement for those employees who elected County medical insurance under this section, the County will contribute a total of $700 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 = $700 per month

10.1.4 For those active employees who opt out of County sponsored medical insurance, the County shall contribute only the Cafeteria Plan Allowance specified in section 10.3.

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

10.2 <u>PEMHCA Required Monthly Contribution</u>

10.2.1 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 2011, the minimum monthly employer contribution is $108. For future years, the minimum monthly employer contribution shall be determined by CalPERS.

10.3 <u>Cafeteria Plan Allowance</u>

10.3.1 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.

10.3.2 Except as otherwise stated herein, the County will contribute a monthly Cafeteria Plan Allowance of $592 per employee enrolled in a County medical insurance plan plus the required PEMHCA contribution referred to in section 10.2.1 above.

10.3.3 For calendar years 2012, 2013, and 2014, the $592 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 $700 per month.

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

10.4.1 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.

10.4.2 The County will contribute $592 per month per employee not enrolled in a County medical insurance plan as modified by section 10.4.3, below.

10.4.3 For calendar years 2012, 2013, and 2014, the $592 Cafeteria Plan Allowance shall be decreased by any combined increases in the minimum employer contribution under PEMHCA.

10.5 Other Cafeteria Plan Provisions

10.5.1 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 10.3.3), and dependent medical, if any. The County's obligation to make these contributions shall not exceed the total Cafeteria Plan contributions in Section 10.3.2 and 10.3.3.

10.5.2 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.

10.6 Health Plan Committee

10.6.1 One of DSA's unit members will participate in a Management-chaired Health Care Plan Committee, and shall have complete authority to act on behalf of DSA 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.

10.7 Pro-ration of Benefits

10.7.1 Part-time employees hired after February 7, 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 10.3.

10.7.2 Employees employed with the County on or before February 7, 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 10.3.

10.7.3 Any current employee employed with the County on or before February 7, 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 10.3 of this Agreement.

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

11. DIFFERENTIAL FOR BILINGUAL EMPLOYEES

11.1 Differential Amounts and Eligibility

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

11.1.2 The County agrees to provide that the stipend shall be either $47.50/mo for less than full- time use, or $95.00/mo for intense use that is required for successful performance of their duties.

11.1.2.1 The $47.50 rate shall be paid to County employees who use bilingual skills on a frequent but intermittent basis. This skill is secondary to the normal job function.

11.1.2.2 The $95.00 rate shall be paid to a County employee who uses bilingual skills every work day as a regular and routine part of the job. The use of bilingual skills is a primary element of this employee's job.

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

11.1.4 Notwithstanding Government Code section 3300 et seq., the removal of any person from this assignment may be made without hearing, and shall not be considered a punitive act, as discretion for this assignment remains with the Sheriff.

11.1.5 Parties agree that County may pay a $3,000 bilingual hiring bonus for new hires with demonstrated verbal and written proficiency; $1,500 paid upon hiring and $1,500 paid upon passing probation.

12. OVERTIME

12.1 Overtime Practices

12.1.1 Except as is otherwise provided in this Agreement or required by law, County Code 2.44.030 shall govern all matters related to overtime.

12.1.2 Employees may accumulate up to a maximum of one hundred and twenty (120) hours of compensatory time off for 80 hours worked.

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

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

12.1.5 The 40 hour overtime threshold or, as applicable, the 80 hour overtime threshold, pursuant to Section 5.1.2.1, consists of paid work time and paid leave time except that effective September 4, 2011, sick leave shall not be used in the calculation to determine the overtime threshold. County retains the right to modify time cards if employee does not meet this requirement.

13. SPECIAL PAY PRACTICES

13.1 Court On-Call

13.1.1 "Court On-Call" means that period of time during which an employee who enjoys safety employee retirement benefits is required and authorized by a Management employee to be available by telephone or other means approved by Management during off-duty hours for call back to duty for a court appearance. Such employees placed on Court On-Call status shall be paid one and one-half (1.5) hours of pay or compensatory time off for any period of Court On- Call required from 8 A.M. until 12:30 P.M. and one and one-half (1.5) hours of pay or compensatory time off shall be paid for any period of Court On-Call required from 12:30 P.M. until 5:30 P.M., notwithstanding the actual time the employee is on-call during each period.

13.2 Court Call-Back

13.2.1 Employees, as defined in Section 13.1 above, required to report to court outside of their regular work schedule who do report to court shall be paid a minimum of one and one-half (1.5) hours pay or compensatory time off at the employee's option, or shall be paid for all time worked at the appropriate rate, whichever is higher, for any period of time actually spent in court from 8 A.M. to 12:30 P.M. or for any period of time actually spent in court from 12:30 P.M. to 5:30 P.M.

13.3 Stand-By

13.3.1 The parties agree to continue the Standby Duty provisions contained in County Code Section 2.48.170(a)(3), Pay Differentials, Standby Duty.

13.3.1.1 "Standby duty" is defined as that circumstance which requires an employee so assigned to:

13.3.1.1.1 Be ready to respond in a reasonable time to calls for her/his service,

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

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

13.3.2 Standby duty shall be assigned in writing and shall be compensated at the rate of $2.00 per hour.

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

13.4 <u>Non-Safety Officer Shift Differential</u>

13.4.1 Non-Safety employees will be paid the appropriate shift differential for each individual hour worked during the eligible time periods specified below.

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

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

13.5 <u>Witness Pay - Dispatchers</u>

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

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

13.6 <u>Jury Duty</u>

13.6.1 Except as is otherwise provided in this Agreement, the parties agree that County Code Section 2.44.080 shall apply to matters relating to jury duty.

13.6.2 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.

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

13.6.4 It is not the intent of either party to change County Code Section 2.44.080, Leave Of Absence with Pay for Jury Duty. The intent of this Article is to clarify application.

13.7 <u>Call Back/Call In</u>

13.7.1 The County shall provide for the following:

13.7.1.1 Those employees who are called back by management 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 time for each occurrence. 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.

13.7.1.2 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.

13.8 <u>Consultation Standby - Dispatchers</u>

13.8.1 Consultation standby shall be used to compensate those dispatchers who are frequently called at home after scheduled work hours by members of the public and other employees of the department, but are not actually required to return to work more than four (4) times per quarter. If a dispatcher is required to return more than four times in a quarter, then beginning the next quarter, the employee shall be placed on standby as found in Section 13.3.

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

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

13.9 <u>Dive Team</u>

13.9.1 The parties agree that members of the Dive Team shall receive a monthly stipend to compensate for the unusual time and other demands placed upon them. That stipend shall be $50.00/month for officers assigned on a month-to-month basis.

Notwithstanding Government Code section 3300 et seq., the removal of any person from this assignment may be made without hearing, and shall not be considered a punitive act, as discretion for this assignment remains with the Sheriff.

14. UNIFORM PROVISIONS

14.1 Uniform Allowance - Non-Dispatchers

14.1.1 The parties agree to uniform allowance for uniform maintenance of forty-five dollars ($45.00) per month only for the following classes of employees when they are requested to maintain a Department designated uniform:

1. Sheriff's Correctional Deputy
2. Sheriff's Cadet
3. Sheriff's Property Officer
4. Sheriff's Senior Correctional Deputy
5. Crime Prevention Officer

14.1.2 For all employees hired after January 1, 1988, County agrees to make a onetime payment of five hundred dollars ($500.00) for uniform purchases for the following classes of employees:

1. Sheriff's Cadet
2. Correctional Deputy

14.1.3 Parties agree that Sheriff's Cadets and Sheriff's Correctional Deputies receive their one-time payment upon entry into the academy and that employees hired as lateral transfers shall receive it upon hire as a Sheriff's Correctional Deputy. Sheriff's Cadets promoted to Deputy Sheriff will not be eligible to receive a second payment.

14.2 Uniform Allowance - Dispatchers

14.2.1 Dispatchers and Senior Dispatchers shall receive a uniform allowance for uniform maintenance of thirty-five dollars ($35.00) per month when they are required to maintain a Department designated uniform.

14.2.2 For all dispatchers hired after July 1, 1991, County agrees to make a onetime payment of three hundred dollars ($300.00) for uniform purchases.

15. HEALTH AND SAFETY

15.1 Safety Committee

15.1.1 The parties agree to continue the special advisory safety committee for the Sheriff's Department composed of the Sheriff or his/her designated representative, General Services Director or his/her designated representative, Safety and Claims Coordinator and a representative from the San Luis Obispo County Deputy Sheriffs'

Association. It will be the responsibility of this special committee to receive employee input regarding safety matters, particularly vehicle safety, and make appropriate recommendations.

16. TRANSFERS AND INTERNAL AFFAIRS

The Sheriff's Department shall publish policies on the selection process for in-house transfers, and internal affairs investigations.

17. ANNUAL LEAVE

17.1 County Code Reference and Exceptions

17.1.1 Except as is otherwise provided in this Agreement, County Code Section 2.44.070 shall apply to matters relating to the annual leave program.

17.1.2 The total number of annual leave days which may be accrued at any time during a calendar year shall not be limited; provided, however, the total number of annual leave days which the employee shall be entitled to carry over from one calendar year to the next, if he/she so desires, shall be limited to twelve (12) days of annual leave for non-dispatcher classes and thirteen (13) days of annual leave for dispatcher classes in addition to maximum allowable vacation days in any year.

18. LEAVE PROVISIONS SUBJECT TO COUNTY CODE

18.1 County Code Provisions

18.1.1 The following County Codes shall apply unless otherwise stated in another section of this Agreement:

18.1.1.1 County Code 2.44.040 – Leave of Absence Without Pay

18.1.1.2 County Code 2.44.050 – Vacations

18.1.1.3 County Code 2.44.060 – Sick Leave

18.1.1.4 County Code 2.44.070 – Holidays and Time Off

19. VACATION LEAVE

19.1 Capping of Vacation Hours

19.1.1 The accrual vacation cap is 320 hours.

20. CAREER INCENTIVE

20.1 Allowance and Eligibility

20.1.1 A career incentive allowance shall be paid to eligible permanent full-time employees in the classifications of Sheriff's Senior Correctional Deputy and Sheriff's Correctional Deputy as follows:

20.1.1.1 A career incentive allowance in the amount of seventy-five dollars ($75.00) shall be paid monthly for possession of a Peace Officers Standards and Training Intermediate Certificate or possession of an associate of arts or associate of science degree from an accredited two-year college in an approved field; or

20.1.1.2 A career incentive allowance in the amount of one hundred and fifty dollars ($150.00) shall be paid monthly for possession of a Peace Officer Standards and Training Advanced Certificate or a Bachelor of Arts degree or a Bachelor of Science degree from an accredited four-year college in an approved field.

20.1.1.3 A career incentive allowance shall be paid to eligible permanent full-time employees in the classifications of Sheriff's Senior Correctional Deputy and Sheriff's Correctional Deputy as follows:

20.1.1.3.1 Effective January 1, 1994 the continuing eligibility requirement for employees qualifying under 2.48.171(b)(1)(B) with possession of a Peace Officers Standards and Training Advanced Certificate or a bachelor of arts degree or a bachelor of science degree from an accredited four-year college in an approved field shall be waived.

20.1.1.3.2 Effective January 1, 1994, for Correctional Deputies and Senior Correctional Deputies, with the possession of an associate of arts degree from an accredited two-year college in an approved field and nine (9) years of service as a Correctional Deputy or Senior Correctional Deputy with the County of San Luis Obispo, will be treated as having qualified for an advanced POST certificate. Said employees will receive an allowance in the amount of sixty-nine dollars and twenty-three cents ($69.23) that will be paid biweekly. The continuing eligibility requirement will be waived. The effective date for eligibility will be January 1 of the year after the completion of the eligibility requirement.

20.1.2 The parties agree that the continuing eligibility requirement for all other candidates qualifying for the Career Incentive Program must be met by December 31st of each year. The Career Incentive Program will continue to be administered by the Career Incentive Committee which shall meet quarterly to consider applications.

20.1.3 Effective January 1, 2011, any new employee hired in unit classifications is not eligible for the career incentive allowance.

21. DEFERRED COMPENSATION PROGRAM

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

Employees who belong or join the Plan shall pay no administration fee. Administration fee means only that fee which is assessed each member as a condition for participation in the Plan. Administration fee shall not mean any fee related to or incurred by reason of an individual participant's action with respect to his or her account. Specifically, administration fee shall not include any load charges, transfer charges, distribution charges; surrender charges, or other transaction charges.

22. HOLIDAYS

22.1 County Code Reference and Exceptions

22.1.1 County Code Section 2.44.070, Holidays and Time Off, providing for the terms and conditions controlling use of paid holidays for all permanent and probationary employees of this Unit during the term of this Agreement shall be continued. The County's holidays for this Unit shall be:

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

22.1.2 The parties agree that on May 24, 2005, the Board of Supervisors established a personal leave day (8 hours) for DSA represented employees in exchange for elimination of Admissions Day (September 9) as a paid holiday. The personal leave day granted in exchange for observing September 9 (Admissions Day) will be allowed to be used at anytime during the current fiscal year and available personal leave will be displayed on individual employees' leave statement. 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.

23. PRODUCTIVITY

The parties recognize the need to economize in the face of shrinking fiscal resources available to the County. Because of this, the parties pledge their support and cooperation in an effort to increase productivity and efficiency during the life of this Agreement.

24. ASSOCIATION SECURITY-DUES DEDUCTION

The County agrees to continue automatic payroll deduction of DSA dues and additionally agrees to continue automatic deduction of DSA premiums which are not duplicative of or competitive with the County insurance plans for which the members of said unit are eligible. Such deduction 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 the DSA, for the total amount of the individual deductions.

Association 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.

25. SICK LEAVE HOURS EXCHANGE FOR VACATION HOURS

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 of 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.

26. MISCELLANEOUS DISPATCHER PROVISIONS

26.1 Sick Leave Accrual and Payoff – Dispatchers

26.1.1 The County and DSA agree to continue the accrual and payoff policy for dispatcher classes as follows:

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

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

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

27. 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 May 24, 2005.

28. 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.

29. 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.

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 Association.

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.

Nothing contained herein shall limit the rights of the Deputy Sheriff's Association or represented employees as set forth in the Civil Service Commission Procedural Guidelines.

30. 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 the Association 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.

The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of

the County by employees who are represented by the Association, the Association agrees in good faith to take reasonable 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.

31. IMPLEMENTATION AND EFFECT

This Memorandum of Understanding constitutes a mutual recommendation to be submitted to the County Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until the Board of Supervisors acts formally to adopt this Memorandum of Understanding. The effective date of the individual elements of this Memorandum of Understanding shall be as expressly set forth herein or, if no such date is set forth, then on the date that the Board of Supervisors adopts this Memorandum of Understanding or on the date that the Board of Supervisors takes the following action if such action is necessary:

Enacts necessary amendments to all County Ordinances and Resolutions, where such is required by this Agreement.

Acts to appropriate the necessary funds required to implement provisions of this Memorandum of Understanding which require funding.

Acts to amend all necessary contracts with providers of services which are affected by this Memorandum of Understanding.

(Signatures Appear on the Following Page)

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

For the County:

Tami Douglas-Schatz,
Management Representative

Dated: 8/15/11

For DSA:

Bud Stone, Labor Representative
Rains Lucia Stern, PC

Dated: 8/15/11

APPROVED AS TO FORM AND LEGAL EFFECT

WARREN R. JENSEN
County Counsel

By: _____
Assistant County Counsel

Dated: 8/15/11

APPENDIX A - Miscellaneous Members Contribution Rates

Appendix	**A.M.21**
Effective Date	**September 19, 2010**
Pension Code	**DSNS - Miscellaneous**
Description	**Deputy Sheriff Non-Safety**
Bargaining Unit	**DSA - Non-Safety Law Enforcement**
B/U Number	**21**
Employer Pickup	**4.20%**
Effective Date	**September 19, 2010**
Appropriation	**15.48%**

ENTRY AGE	CURRENT RATE
18	11.99%
19	12.06%
20	12.13%
21	12.19%
22	12.21%
23	12.23%
24	12.26%
25	12.30%
26	12.35%
27	12.40%
28	12.46%
29	12.53%
30	12.60%
31	12.68%
32	12.77%
33	12.86%
34	12.96%
35	13.06%
36	13.16%
37	13.27%
38	13.38%
39	13.50%
40	13.62%
41	13.75%
42	13.88%
43	14.02%
44	14.16%
45	14.30%
46	14.45%
47	14.61%
48	14.77%
49	14.93%
50	15.10%
51	15.27%
52	15.44%
53	15.62%
54	15.80%
55	15.99%
56	16.18%
57	16.37%
58	16.57%
59	16.77%
AND OVER	

Appendix	**A.M.21**
Effective Date	**December 26, 2010**
Pension Code	**DSNS - Miscellaneous**
Description	**Deputy Sheriff Non-Safety**
Bargaining Unit	**DSA - Non-Safety Law Enforcement**
B/U Number	**21**
Employer Pickup	**4.20%**
Effective Date	**December 26, 2010**
Appropriation	**14.19%**

ENTRY AGE	CURRENT RATE
18	13.28%
19	13.35%
20	13.42%
21	13.48%
22	13.50%
23	13.52%
24	13.55%
25	13.59%
26	13.64%
27	13.69%
28	13.75%
29	13.82%
30	13.89%
31	13.97%
32	14.06%
33	14.15%
34	14.25%
35	14.35%
36	14.45%
37	14.56%
38	14.67%
39	14.79%
40	14.91%
41	15.04%
42	15.17%
43	15.31%
44	15.45%
45	15.59%
46	15.74%
47	15.90%
48	16.06%
49	16.22%
50	16.39%
51	16.56%
52	16.73%
53	16.91%
54	17.09%
55	17.28%
56	17.47%
57	17.66%
58	17.86%
59	18.06%
AND OVER	

Appendix	**A.M.22**
Effective Date	**September 19, 2010**
Pension Code	**DSNS - Miscellaneous**
Description	**Deputy Sheriff Non-Safety**
Bargaining Unit	**DSA - Dispatchers**
B/U Number	**22**
Employer Pickup	**4.20%**
Effective Date	**September 19, 2010**
Appropriation	**15.48%**

ENTRY AGE	CURRENT RATE
18	11.99%
19	12.06%
20	12.13%
21	12.19%
22	12.21%
23	12.23%
24	12.26%
25	12.30%
26	12.35%
27	12.40%
28	12.46%
29	12.53%
30	12.60%
31	12.68%
32	12.77%
33	12.86%
34	12.96%
35	13.06%
36	13.16%
37	13.27%
38	13.38%
39	13.50%
40	13.62%
41	13.75%
42	13.88%
43	14.02%
44	14.16%
45	14.30%
46	14.45%
47	14.61%
48	14.77%
49	14.93%
50	15.10%
51	15.27%
52	15.44%
53	15.62%
54	15.80%
55	15.99%
56	16.18%
57	16.37%
58	16.57%
59	16.77%
AND OVER	

Appendix	**A.M.22**
Effective Date	**December 26, 2010**
Pension Code	**DSNS - Miscellaneous**
Description	**Deputy Sheriff Non-Safety**
Bargaining Unit	**DSA - Dispatchers**
B/U Number	**22**
Employer Pickup	**4.20%**
Effective Date	**December 26, 2010**
Appropriation	**14.19%**

ENTRY AGE	CURRENT RATE
18	13.28%
19	13.35%
20	13.42%
21	13.48%
22	13.50%
23	13.52%
24	13.55%
25	13.59%
26	13.64%
27	13.69%
28	13.75%
29	13.82%
30	13.89%
31	13.97%
32	14.06%
33	14.15%
34	14.25%
35	14.35%
36	14.45%
37	14.56%
38	14.67%
39	14.79%
40	14.91%
41	15.04%
42	15.17%
43	15.31%
44	15.45%
45	15.59%
46	15.74%
47	15.90%
48	16.06%
49	16.22%
50	16.39%
51	16.56%
52	16.73%
53	16.91%
54	17.09%
55	17.28%
56	17.47%
57	17.66%
58	17.86%
59	18.06%
AND OVER	

Appendix	**B.S.03.NS**
Effective Date	**September 19, 2010**
Pension Code	**DSSF**
Description	**DSA Safety NonSworn**
Bargaining Unit	**DSA - Law Enforcement**
B/U Number	**03**
Employer Pickup	**7.00%**
Effective Date	**September 19, 2010**
Appropriation	**24.19%**

ENTRY AGE	CURRENT RATE
18	13.06%
19	13.17%
20	13.28%
21	13.39%
22	13.50%
23	13.62%
24	13.74%
25	13.86%
26	13.98%
27	14.10%
28	14.22%
29	14.34%
30	14.46%
31	14.58%
32	14.70%
33	14.82%
34	14.94%
35	15.06%
AND OVER	

Appendix	**B.S.03.NS**
Effective Date	**December 26, 2010**
Pension Code	**DSSF**
Description	**DSA Safety NonSworn**
Bargaining Unit	**DSA - Law Enforcement**
B/U Number	**03**
Employer Pickup	**7.00%**
Effective Date	**December 26, 2010**
Appropriation	**24.13%**

ENTRY AGE	CURRENT RATE
18	13.12%
19	13.23%
20	13.34%
21	13.45%
22	13.56%
23	13.68%
24	13.80%
25	13.92%
26	14.04%
27	14.16%
28	14.28%
29	14.40%
30	14.52%
31	14.64%
32	14.76%
33	14.88%
34	15.00%
35	15.12%
AND OVER	

APPENDIX A Tier 2- Miscellaneous Members Contribution Rates

Appendix	**T2- A.M.21**
Effective Date	**September 4, 2011 (new hires only)**
Pension Code	**2DSN**
Description	**Deputy Sheriff Non-Safety**
Bargaining Unit	**DSA - Non-Safety Law Enforcement**
B/U Number	**21**
Employer Pickup	**4.20%**
Effective Date	**September 4, 2011**
Appropriation *	**14.19%**

* Blended contribution rate for Tier 1 and Tier 2

ENTRY AGE	CURRENT RATE
18	4.89%
19	5.01%
20	5.13%
21	5.28%
22	5.39%
23	5.55%
24	5.67%
25	5.81%
26	6.01%
27	6.11%
28	6.30%
29	6.45%
30	6.75%
31	6.91%
32	7.20%
33	7.35%
34	7.53%
35	7.85%
36	8.00%
37	8.21%
38	8.44%
39	8.65%
40	8.85%
41	9.00%
42	9.03%
43	9.26%
44	9.49%
45	9.58%
46	9.86%
47	10.10%
48	10.20%
49	10.48%
50	10.52%
51	10.73%
52	10.79%
53	10.99%
54	11.18%
55	11.48%
56	11.54%
57	11.56%
58	11.58%
59	11.60%
60	11.62%
61	11.64%
62	11.66%
AND OVER	

Appendix	**T2- A.M.22**
Effective Date	**September 4, 2011 (new hires only)**
Pension Code	**2DSN**
Description	**Deputy Sheriff Non-Safety**
Bargaining Unit	**DSA - Dispatchers**
B/U Number	**22**
Employer Pickup	**4.20%**
Effective Date	**September 4, 2011**
Appropriation *	**14.19%**

* Blended contribution rate for Tier 1 and Tier 2

ENTRY AGE	CURRENT RATE
18	4.89%
19	5.01%
20	5.13%
21	5.28%
22	5.39%
23	5.55%
24	5.67%
25	5.81%
26	6.01%
27	6.11%
28	6.30%
29	6.45%
30	6.75%
31	6.91%
32	7.20%
33	7.35%
34	7.53%
35	7.85%
36	8.00%
37	8.21%
38	8.44%
39	8.65%
40	8.85%
41	9.00%
42	9.03%
43	9.26%
44	9.49%
45	9.58%
46	9.86%
47	10.10%
48	10.20%
49	10.48%
50	10.52%
51	10.73%
52	10.79%
53	10.99%
54	11.18%
55	11.48%
56	11.54%
57	11.56%
58	11.58%
59	11.60%
60	11.62%
61	11.64%
62	11.66%
AND OVER	

APPENDIX B Tier 2 – Safety Members Contribution Rates

Appendix	**T2 - B.S.03.NS**
Effective Date	**September 4, 2011 (new hires only)**
Pension Code	**2DSS**
Description	**DSA Safety NonSworn**
Bargaining Unit	**DSA - Law Enforcement**
B/U Number	**03**
Employer Pickup	**7.00%**
Effective Date	**September 4, 2011**
Appropriation	**24.13%**

* Blended contribution rate for Tier 1 and Tier 2

ENTRY AGE	CURRENT RATE
18	7.35%
19	7.70%
20	8.05%
21	8.40%
22	8.75%
23	9.10%
24	9.45%
25	9.80%
26	10.15%
27	10.50%
28	10.85%
29	11.20%
30	11.55%
31	11.90%
32	12.25%
33	12.60%
34	12.95%
35	13.30%
AND OVER	