ATTACHMENT A

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF SAN LUIS OBISPO AND THE ASSOCIATION OF SAN LUIS OBISPO COUNTY DEPUTY SHERIFFS SWORN LAW ENFORCEMENT (BARGAINING UNIT 27) JANUARY 1, 2015 – DECEMBER 31, 2016

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MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF SAN LUIS OBISPO AND THE ASSOCIATION OF SAN LUIS OBISPO COUNTY DEPUTY SHERIFFS SWORN LAW ENFORCEMENT (BARGAINING UNIT 27) JANUARY 1, 2015 – DECEMBER 31, 2016

1. INTRODUCTION

1.1 Designation of the Parties

1.1.1 This Agreement is entered into as of January 1, 2015, by and between the County of San Luis Obispo (hereinafter "County"), and the Association of San Luis Obispo County Deputy Sheriffs (hereinafter referred to as "the Association" or "ASLOCDS").

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 at the following 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 principal authorized agent for ASLOCDS shall be Stuart D. Adams, Esq. (address: 4333 Park Terrace Dr., Suite 200, Westlake Village, CA 91361, phone (805) 373-5900).

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 Association of San Luis Obispo County Deputy Sheriffs as the exclusive representative of the employees in the Sworn Law Enforcement BU 27.

1.2.2 The term "employee" or "employees" as used herein shall refer to those persons in the Sworn Law Enforcement Unit occupying positions which are allocated as Deputy Sheriff, 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, 2015, and expires and is otherwise fully terminated on December 31, 2016.

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 on or before July 1, 2016. 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.

5. WORK SCHEDULES AND WORK LOCATION

5.1 Work Schedules

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) working days prior notice. Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week. Nothing herein shall be construed to modify whatsoever a workday or workweek as defined by the County.

5.2 No Change in Definition of "Base Salary"

5.2.1 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.

6. SALARIES

6.1 Wage Increases

6.1.1 Commencing the pay period including January 1, 2015, wages shall be increased by 2.5%, resulting in the following salary ranges:

BU	Class	Title	Current Range	**Current** $ Per Month	**2015 Range**	**2015 $ Per Month**
BU 27	338	Deputy Sheriff	3514	$6,091- $7405	3602	$6,243- $7,590
BU 27	340	Sheriff's Senior Deputy	3877	$6,720- $8,169	3974	$6,888- $8,374

6.1.2 Commencing the pay period including January 1, 2016, wages shall be increased by 2.5%, resulting in the following salary ranges:

BU	**Class**	**Title**	**2015 Range**	**2015 $ Per Month**	**2016 Range**	**2016 $ Per Month**
BU 27	338	Deputy Sheriff	3602	$6,243- $7,590	3692	$6,399- $7,781
BU 27	340	Sheriff's Senior Deputy	3974	$6,888- $8,374	4073	$7,060- $8,583

6.1.3 There shall be no additional salary range increases for the duration of this Agreement.

6.1.4 The parties agree that the compensation provided for herein satisfy the requirements of San Luis Obispo County Code section 2.48.180 (Prevailing Wage) and represent the required Prevailing Wage determinations for the term of this Memorandum of Understanding.

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

6.2 Market Wage Study

6.2.1 Commencing no later than February 15, 2016, 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 April 15, 2016. The County shall meet with representatives of the Association periodically during the conduct of the study to review data that is being collected.

If by April 1, 2016 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 May 1, 2016. This study will include a chart showing the standing of the ASLOCDS bargaining unit based on selected comparable employers, survey classifications, and total compensation elements selected by the County. Any disagreements between the parties on the data factors included in the market wage study shall be addressed in successor negotiations.

The County survey shall include at a minimum the following five employers: Santa Barbara County, Monterey County, Santa Cruz County, Sonoma County, and Napa County.

6.2.1.1 The following data points shall be collected

- Salary (top step of the range)
- Employer "pick-up" of retirement
- Employer “pick-up” of social security
- Employer insurance contributions
- Uniform allowance
- Education incentive

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

For purpose of opening proposals covering the time period commencing January 1, 2017, the content of the wage studies described above shall not limit the ability of either party to make such wage proposals or to present such additional data as they see fit during the course of successor contract negotiations.

7. RETIREMENT CONTRIBUTIONS

7.1 Employee Contributions and County Contributions (Appropriations)

7.1.1 The County agrees to continue to "pick-up" a portion of the Tier 1 and Tier 2 safety employee’s contribution to the Pension Trust by a plan whereby the County will pay seven percent (7%) of pensionable wages. “Pick-up” refers to the County’s contribution toward the safety employee’s contribution.

7.1.1.1 For “new members,” as defined by the Public Employees’ Pension Reform Act (PEPRA), effective the pay period that includes January 1, 2015, the County shall discontinue the seven percent (7%) employer “pick-up” of the safety employees’

contribution to the County's Employees Retirement Plan. "New members" effective the pay period that includes January 1, 2015 shall be responsible for the full employee share of pension contributions.

7.1.2 The amounts paid by the County referenced in 7.1.1 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 Pension Trust.

7.1.3 Any pension rate increase determined annually by the Pension Trust Board shall be shared between the parties 50/50 for Tier 1, Tier 2, and Tier 3, as adopted by the Board of Supervisors after receipt of actuarial data. Hereafter, the phrase, "any pension rate increase" refers to any pension rate increase determined by the Pension Trust Board and adopted by the Board of Supervisors. Any resulting pension rate increase shall be implemented during the pay period including January 1 or July 1 during the year of the increase as determined by the County. For any pension rate increase implemented during the term of this Agreement, unit members' fifty percent (50%) share shall not exceed two percent (2%).

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 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 these 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 sections 5.03, 28.11 and 30.11 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.

8. RETIREMENT

8.1 Reciprocal Benefits

8.1.1 The San Luis Obispo County Employees' Retirement Plan will continue to provide for reciprocal benefit treatment with the California Public Employees Retirement System (CalPERS) which incorporates through the reciprocity agreement with CalPERS other contract agencies, counties and municipalities that are also reciprocal with CalPERS, provided, however, that any Plan amendments which may be necessary to maintain that status shall require approval of both parties.

8.2 Tier 1 Retirement

8.2.1 A pension enhancement of 3% @ 50, Single Highest Year, with a 90% benefit cap, was established effective December 31, 2006, for all of the sworn Law Enforcement and supervisory sworn law enforcement unit employees.

8.2.1.1 Parties have agreed to a 50/50 sharing of the costs of this enhancement through increases in employer and employee rates. The employee rate is factored to take into consideration the portability of employee contributions.

8.2.1.2 Parties have agreed to a 50/50 sharing of the costs of Unfunded Accrued Actuarial Liability (UAAL) through increases in employer and employee rates. The employee rate is factored to take into consideration the portability of employee contributions.

8.2.1.3 Retirement offset for Social Security disability was eliminated for any person employed by the County on or after May 24, 2005.

8.2.2 Deferred Retirement Option Plan (DROP)

8.2.2.1 Parties agree that all applicable County ordinances and Pension Trust By-laws will be amended to allow the negotiated participation of ASLOCDS represented units as soon as administratively possible, into the Pension Trust Deferred Retirement Option Plan (DROP) for members of the Pension Trust. 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 ASLOCDS. Modifications required to conform to applicable laws shall supersede any conflicting provisions in this section. Guidelines for the DROP plan have already been established and will be modified by the County to allow for participation by members of ASLOCDS represented units. The DROP plan would provide employees who are eligible for retirement to continue to work for the County after entering into Deferred Retirement status during which the employee's retirement allowance will be paid into a DROP 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.

8.2.2.2 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.

8.2.2.3 ASLOCDS 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).

8.2.3 Parties agree to allow for the purchase of Military Service Credit, as specified in the San Luis Obispo Pension Trust Plan, Section 2.12.5. Such purchase shall be allowed at employee expense and at zero County cost.

8.3 <u>Tier 2 Retirement</u>

8.3.1 Effective June 24, 2012, a second tier plan was established for all new hires and includes the following major benefit provisions:

8.3.1.1 Retirement formula 3% at 55

8.3.1.2 90% benefit cap (90% of final compensation)

8.3.1.3 2% COLA, no carryover

8.3.1.4 No deferred retirement option plan (DROP)

8.3.1.5 Three-year average final compensation

8.4 Tier 3 Retirement

8.4.1 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:

8.4.1.1 Retirement formula 2.7% @ 57 (safety sworn)

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

8.4.1.3 Elimination of employer paid retirement contributions ("pick-up") as referred to in 7.1.

8.4.1.4 2% COLA, no carryover

8.4.1.5 No deferred retirement option plan (DROP)

8.4.1.6 Three-year average final compensation

8.4.2 "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 31 of the San Luis Obispo County Pension Trust Plan, known as Tier 3 for all County Employees.

9. HEALTH COVERAGE AND OTHER BENEFITS

9.1 General Provisions

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

9.1.1.1 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.

9.1.1.2 Under this Agreement for those employees who elected County medical insurance under this section, the County's contribution will increase from a total of $700 per month to $825 per month commencing the pay period including July 1, 2015. This amount equals the PEMHCA required employer minimum contribution plus the Cafeteria Plan Allowance. This contribution is as follows:

PEMHCA Minimum Contribution + Cafeteria Allowance= $825 per month

9.1.1.3 Commencing the pay period including January 1, 2016, for those employees who elect County medical insurance under this section, the County's contribution will increase from a total of $825 per month to $900 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= $900 per month

9.1.1.4 For those active employees who opt out of County sponsored medical insurance, the County shall contribute only the Cafeteria Plan Allowance specified in section 9.4.

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

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

9.2.1 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 2015 the minimum monthly employer contribution is $122. For future years, the minimum monthly employer contribution shall be determined by CalPERS.

9.3 <u>Cafeteria Plan Allowance</u>

9.3.1 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.

9.3.2 Except as otherwise stated herein, commencing the pay period including July 1, 2015, the County will contribute a monthly Cafeteria Plan Allowance of $703 per employee enrolled in a County medical insurance plan plus the required PEMHCA contribution referred to in section 9.2.1 above so that the total of PEMHCA contribution and Cafeteria Plan Allowance remains at $825 per month.

9.3.3 For calendar year 2016 and future years the $578 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 $900 per month.

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

9.4.1 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.

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

9.4.2.1 The County will pay a cafeteria amount of $703 per month to each employee who elects to "opt out" of a County-sponsored medical plan.

9.4.2.2 The employee will receive the cafeteria amount pursuant to 9.4.2.1 for as long as the employee continually elects to opt out after January 1, 2016.

9.4.2.3 If employee who has opted out later elects to enroll in a County-sponsored medical plan, provisions 9.1 through 9.3 shall apply.

9.4.3 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:

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

9.4.3.2 Employees shall not receive the cash out specified in section 9.4.2.

9.4.3.3 If employee who has opted out later elects to enroll in a County-sponsored medical plan, provisions 9.1 through 9.3 shall apply.

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

9.5.1 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 9.3.2 and 9.3.3), and dependent medical, if any. The County's obligation to make these contributions shall not exceed the total Cafeteria Plan contributions in Section 9.3.2 and 9.3.3.

9.5.2 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.

9.6 <u>Health Plan Committee</u>

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

9.7 Pro-ration of Benefits

9.7.1 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 9.3.

9.7.2 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 9.3.

9.7.3 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 9.3 of this agreement.

9.7.4 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.

9.8 Voluntary Employee Beneficiary Association (VEBA)

9.8.1 Parties agree that as soon as administratively feasible ASLOCDS shall participate in the County's current Voluntary Employee Beneficiary Association (VEBA). ASLOCDS, as representative of the Association of San Luis Obispo County Deputy Sheriffs, BU27, agrees to enter into the program under guidelines developed by the County. It is agreed that any agreed-upon Post Employment Health Plan (PEHP) will be funded by the employee's accrued sick leave balance in accordance with County Code Section 2.44.060(i)(2). Currently the County has a VEBA plan in force that allows for a Universal VEBA and the County has the right to continue, modify or replace this plan. Final approval will be made by the County.

9.8.2 Increases or decreases in VEBA PEHP contributions may be negotiated by individual bargaining units. Parties acknowledge that increases or decreases in contributions the County makes on behalf of other bargaining units are exclusively for those units and will not apply to ASLOCDS. For employees who separate from County employment the VEBA contribution for ASLOCDS shall be up to $20,000.

10. EMPLOYEE PHYSICAL EXAMINATION

The County agrees to continue an annual physical examination program for those law enforcement employees who are over 35 years of age and members of safety retirement.

11. DIFFERENTIAL FOR BILINGUAL EMPLOYEES

11.1 Bilingual Rates and Eligibility

11.1.1 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 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.

11.1.3 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.

11.1.4 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.

11.1.5 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.

11.1.6 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. DISABILITY BENEFITS

The County shall follow applicable disability laws including, but not limited to, Labor Code 4850.

13. OVERTIME

Except as otherwise provided in this Agreement or required by law, the parties agree that County Code Section 2.44.030, Regular Overtime, shall govern all matters related to overtime.

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

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

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

Parties agree to continue the application of County Code Section 2.44.030, Regular Overtime, specifically the 40 hour threshold for the payment of overtime. Parties agree, that in order to specify the cost application of overtime, employees will be allowed to code overtime on a daily basis. County retains the right to modify time cards if employee does not meet the 40 hour threshold with paid work or paid leave time. This interpretation is by mutual agreement and is terminated at the end of this contract unless continued by agreement of both parties.

14. SPECIAL PAY PRACTICES

14.1 Court On-Call

14.1.1 "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.

14.2 Court Call-Back

14.2.1 Employees, as defined in (14.1) 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.

14.3 Standby

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

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

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

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

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

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

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

14.4 Special Enforcement Detail (S.E.D.) TEAM

14.4.1 The parties agree that the S.E.D. TEAM can be made up of a combination of up to a total of nineteen (19) members from BU27 and BU28 who are eligible to 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.

14.5 Bomb Handling

14.5.1 Parties agree that officers designated by the Sheriff to perform bomb handling duties shall receive a monthly stipend to compensate for the unusual time and other demands placed upon him/her. That stipend shall be one hundred dollars ($100)/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.

14.6 Call Back/Call In

14.6.1 The County shall provide for the following:

14.6.1.1 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.

14.6.1.2 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.

14.7 Dive Team

14.7.1 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.

14.7.2 Parties agree that a combination of up to ten (10) unit members from BU27 and BU28 are eligible to receive the stipend.

15. UNIFORM PROVISIONS

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. Deputy Sheriff
2. Sheriff's Senior Deputy

Upon initial employment with the County, 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. Deputy Sheriff
2. Sheriff's Senior Deputy

16. HEALTH AND SAFETY

16.1 Safety Committee

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

16.2 Body Armor

16.2.1 The County agrees to provide body armor for Sheriff's Deputies, provided it is worn in accordance with Department policy.

17. TRANSFERS AND INTERNAL AFFAIRS

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

18. CAREER SERIES

The classification of Sheriff's Senior Deputy salary range is approximately ten percent (10%) higher than that for the classification of Deputy Sheriff. For historical purposes, it is noted that it

was the intent of the parties to incorporate the duties of detectives, identification technician, and Field Training Officer into the classification of Senior Deputy. The parties agreed to terminate the special pay practices and differentials associated with these assignments upon implementation of the Senior Deputy classification.

19. ANNUAL LEAVE

County Code Section 2.44.070, Holidays and Time Off, as amended by the Enterprise Financial System negotiations, shall continue to provide:

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 (96 hours) of annual leave in addition to maximum allowable vacation days in any year.

20. LEAVE OF ABSENCE: PARENTAL BONDING

Parental Bonding leave of absence is provided pursuant to County Code 2.44.040.

21. HOLIDAY LEAVE FOR PERMANENT PART-TIME EMPLOYEES

County Code Section 2.44.070, Holidays and Time Off, shall continue to provide:

(h) 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.

(i) Section 2.44.070 does not apply to temporary employees.

22. VACATION LEAVE

22.1 County Code Reference and Exceptions

22.1.1 Except as is otherwise provided in this Agreement or required by law, the parties agree that County Code 2.44.050 shall govern all matters relating to vacations. ASLOCDS acknowledges that the County retains the right to change, amend, or repeal this section of the County Code subject to any legally required meet and confer provisions.

The accrual vacation cap is 320 hours.

22.1.2 In addition, the following provisions shall apply:

1. The total number of vacation hours which may be accrued at any time is 320 hours.
2. Employees shall be permitted to receive pay-in-lieu of up to 40 hours of vacation time per fiscal year. Employees wanting to “sell back” this time shall have a minimum balance of 200 hours accrued and must have utilized a

minimum of 40 hours of vacation in the fiscal year that they are wishing to "sell back" time. Employees shall be permitted to receive pay-in-lieu of vacation hours only one time during each fiscal year.

23. SICK LEAVE FOR PERMANENT AND PERMANENT PART-TIME EMPLOYEES

Except as otherwise provided in this Agreement or required by law, the parties agree that County Code Section 2.44.060, Sick Leave, shall govern all matters related to sick leave. Nothing herein is intended to change the current sick leave practice for unit members.

24. TEMPORARY EMPLOYMENT

County Code Section 2.48.080, Temporary Employment, shall continue to provide:

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

25. HEALTH INSURANCE PAYMENTS – RETIREMENT

The parties understand that ASLOCDS may wish to present the County with a proposal on this matter during successor contract negotiations referred to in Section 3, above. The proposal will be consistent with the language included in the previous Agreement. If ASLOCDS makes such a proposal, it is understood that the parties will negotiate over such a proposal in good faith, but this does not require that the parties reach agreement.

26. MILEAGE

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

27. CAREER INCENTIVE

27.1 Career Incentive Allowance

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

27.1.1.1 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

27.1.1.2 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.

27.2 Eligibility

27.2.1 The parties agree to maintain County Code section 2.48.171(b).

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

27.2.1.1.1 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.

27.2.1.2 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.

28. BENEFIT RATE OF PAY

County Code Section 2.44.060(a), Sick Leave, shall continue to provide:

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.

29. SAFETY EQUIPMENT ALLOWANCE

County Code Section 2.53.020(a), Allowance-Amounts shall continue to provide:

Each safety employee in the Sheriff's Department hired on or after August 10, 1973 shall receive from the County at the time when the employee is required to purchase the equipment listed in Section 2.53.010, an allowance of eight hundred dollars ($800.00) for the purchase of the equipment.

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

The County shall not charge an administrative fee to participating employees.

31. HOLIDAYS

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. However, the County's holidays for this Unit shall be:

1. January 1 (New Years 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.

The parties agree that on May 24, 2005, the Board of Supervisors established a personal leave day (8 hours) for ASLOCDS represented employees in exchange for elimination of Admissions Day (September 9) as a paid holiday. The personal leave day will be allowed to be used at any time 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.

32. 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.

33. ASSOCIATION SECURITY-DUES DEDUCTION

The County agrees to continue automatic payroll deduction of ASLOCDS dues and additionally agrees to continue automatic deduction of ASLOCDS 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 ASLOCDS, 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.

34. 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.

35. TRANSPORTATION

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

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

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

The assignment, use and operation of assigned vehicles shall be in accordance with the policy set forth by the Sheriff.

36. 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.

37. 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.

38. FULL UNDERSTANDING, MODIFICATION, WAIVER

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

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 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 ASLOCDS or represented employees as set forth in the Civil Service Commission Procedural Guidelines.

39. 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 dispatcher violating this Article may be subject to discipline up to and including termination by the County.

40. 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:

For the County:

Tami Douglas-Schatz
Human Resources Director

Dated: 7/15/15

For ASLOCDS

David Rowe

Dated: July 15, 2015

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

7.16.2015

By: Timothy McNulty
Assistant County Counsel