

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF SAN LUIS OBISPO AND
THE SAN LUIS OBISPO COUNTY DEPUTY SHERIFFS’ ASSOCIATION
SUPERVISORY LAW ENFORCEMENT UNIT
2018-2019**

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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF SAN LUIS OBISPO AND
THE SAN LUIS OBISPO COUNTY DEPUTY SHERIFFS' ASSOCIATION
SUPERVISORY LAW ENFORCEMENT UNIT
2018-2019**

1. INTRODUCTION

1.1 Designation of the Parties

1.1.1 This Agreement is entered into as of January 1, 2018, 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 14 Supervisory Law Enforcement. These include the following classifications:

SAFETY, NON-SWORN	
Sheriff's Correctional Sergeant	BU14

NON-SAFETY	
Sheriff's Dispatch Supervisor	BU14

1.2.2 The term "employee" or "employees" as used herein shall refer to those persons in the Supervisory Law Enforcement 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, 2018, and expires and is otherwise fully terminated on December 31, 2019.

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 July 1 and September 30 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. The Department will not change work schedules during such three (3) calendar day period in order to avoid overtime. 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 Work Schedules and Work Location - Dispatchers

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 Commencing the pay period including July 1, 2018, wages shall be increased by 2.5% for all DSA classifications, resulting in the following salary ranges:

BU	Class	Title	Range	Monthly Amt – rounded to nearest dollar (Step 1 – Step 5)
14	335	Sheriff's Correctional Sgt	4155	\$7,202 – \$8,755
14	300090	Sheriff's Dispatch Supv	3794	\$6,576 – \$7,994

6.2 Wage Provisions

6.2.1 There shall be no additional increases in salary for unit employees during the term of this Agreement.

6.2.2 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 Market Wage Study

6.3.1 Commencing no later than May 1, 2019, 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 July 1, 2019. The County shall meet with representatives of the Association periodically during the conduct of the study to review data that is being collected.

6.3.2 If by June 1, 2019 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 July 1, 2019. This study will include a chart showing the standing of the DSA bargaining unit based on selected comparable employers, survey classifications, and compensation elements selected by the County. Any disagreement between the parties on the data included in the market wage study shall be addressed in successor negotiations.

6.3.3 The Association may also conduct a market wage study and provide it to the County with a target date of July 1, 2019 for use in successor contract negotiations.

6.3.4 For purpose of opening proposals covering the time period commencing January 1, 2020, the content of the wage studies described above shall not limit the ability of either party to make such wage proposals and present additional data as they see fit during the course of successor contract negotiations.

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

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

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

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

6.3.5.4 The County believes that the Employers identified in 6.3.5.1 – 6.3.5.3 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.

6.3.5.5 The parties agree that there shall be no implication that the employers identified above shall serve as status quo employers for the County or DSA for market wage study purposes.

7. RETIREMENT CONTRIBUTIONS

7.1 Pension Employer Paid Member Contributions (EPMC)

7.1.1 The County agrees to continue the Employer Paid Member Contributions (EPMC) for 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 the pensionable wages.

7.1.1.1 For "new members," as defined by the Public Employees' Pension Reform Act (PEPRA), on or after the pay period that includes July 1, 2013, the County shall discontinue the seven percent (7%) EPMC of the safety employees' contribution to the Pension Trust. "New members" on or after the pay period that includes July 1, 2013 shall be responsible for the full employee share of pension contributions.

7.1.2 The County agrees to continue to the EPMC for a portion of the Tier 1 and Tier 2 non-safety employee's contribution to the Pension Trust by a plan whereby the County will pay four and two-tenths percent (4.2%) of the pensionable wages.

7.1.2.1 For "new members," as defined by the Public Employees' Pension Reform Act (PEPRA), on or after the pay period that includes July 1, 2013, the County shall discontinue the four and two-tenths (4.2%) EPMC of the non-safety employees' contribution to the Pension Trust. "New members" on or after the pay period that includes July 1, 2013 shall be responsible for the full employee share of pension contributions.

7.1.3 These amounts paid by the County, referred to in Sections 7.1.1 and 7.1.2, 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.

7.1.4 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.

7.1.5 The parties agree that the County's EPMC 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.

7.1.6 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 For subsequent years of the Agreement, any increases in pension contribution rates shall be split equally (50/50) by the parties for Tier 1, Tier 2 and Tier 3, as adopted by the Board of Supervisors after receipt of actuarial data. Any resulting pension contribution 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.

7.2.2 For the term of this Agreement only, unit members' fifty percent (50%) share of pension contribution rate increases shall not exceed 2%. Any increase above the aforementioned 2% 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 Reciprocal Benefits

9.1.1 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.

9.2 Military Service Credit

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

9.3 Tier 1 Retirement

9.3.1 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.

9.3.2 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

9.3.3 Deferred Retirement Option Plan (DROP)

9.3.3.1 Employees in the bargaining unit are eligible for the DROP program in accordance with the terms of the County of San Luis Obispo Employees' Retirement Plan.

9.3.3.2 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).

9.4 **Tier 2 Retirement**

9.4.1 Effective September 4, 2011, a second tier plan was established for all new hires and includes the following major benefit provisions:

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

9.4.1.2 90% benefit cap;

9.4.1.3 2% COLA, no carryover;

9.4.1.4 No deferred retirement option plan (DROP);

9.4.1.5 3 year average final compensation

9.5 **Tier 3 Retirement**

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

9.5.2 "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 Articles 29 and 30 of the County of San Luis Obispo Employees' Retirement Plan, known as Tier 3 for all County employees.

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 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. 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.

10.1.3 Effective the pay period following Board of Supervisors' approval of this agreement, for those employees who elected County medical insurance under this section, the County Cafeteria Plan contributions shall be as follows:

10.1.3.1 For employees with employee only medical coverage, the County shall contribute \$800 per month.

10.1.3.2 For employees with employee plus one dependent medical coverage, the County shall contribute \$1,025 per month.

10.1.3.3 For employees with employee plus two or more dependents medical coverage, the County shall contribute \$1,250 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 10.2.

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

10.2.1 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 at a minimum participate in employee-only vision and dental.

10.2.1.1 Employees who opt out of participation on or after April 1, 2019 shall be required to submit proof of alternative group medical insurance coverage and maintain such coverage during the opt out period.

10.2.2 For employees who elect to opt out prior to January 1, 2014, the following provisions shall apply:

10.2.2.1 The County will pay \$653 per month to each employee who elects to "opt out" of a County-sponsored medical plan.

10.2.2.2 The employee will receive the cafeteria amount in accordance with section 10.2.2.1 for as long as the employee continually elects to opt out after January 1, 2014.

10.2.2.3 If employee who has opted out later elects to enroll in a County-sponsored medical plan, provisions 10.1 shall apply.

10.2.3 For any employee who elects to opt out of a County-sponsored medical plan on or after January 1, 2014, the following provisions shall apply:

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

10.2.3.2 Employees shall not receive the cash out specified in section 10.2.2.

10.2.3.3 If employee who has opted out later elects to enroll in a County-sponsored medical plan, provisions 10.1 shall apply.

10.3 Other Cafeteria Plan Provisions

10.3.1 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 10.2), and dependent medical, if any. The County's obligation to make these contributions shall not exceed the total Cafeteria Plan contributions in Section 10.1.

10.3.2 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.

10.4 Health Plan Committee

10.4.1 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.
5. Be enrolled in the County Medical Insurance Plan

10.5 Pro-ration of Benefits

10.5.1 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 10.1, less the Public Employees Medical Hospital Care

Act (PEMHCA) minimum as determined by CalPERS each year. The PEMHCA minimum will then be added to this pro-rated amount for a total contribution.

10.5.2 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 10.1.

10.5.3 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 10.1 of this Agreement.

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 except in instances where employees are required to work an unscheduled mandatory overtime shift. 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 Non-Safety Officer Shift Differential

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 Witness Pay - Dispatchers

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 Jury Duty

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 Call Back/Call In

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 Consultation Standby - Dispatchers

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 Dive Team

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 AND SAFETY EQUIPMENT ALLOWANCE

14.1 Uniform Allowance - Non-Dispatchers

14.1.1 The parties agree to an 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 Sergeant

14.2 Uniform Allowance - Dispatchers

14.2.1 Sheriff's Dispatch Supervisors shall receive an allowance for uniform maintenance of thirty-five dollars (\$35.00) per month when they are required to maintain a Department designated uniform. Effective the pay period following Board of Supervisors' approval of this Agreement, this allowance shall be increased to forty-five dollars (\$45.00) per month.

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.

14.3 Safety Equipment Allowance

14.3.1 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.

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 Vacation Accrual

19.1.1 The accrual vacation cap is 320 hours.

19.1.2 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 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.

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 Correctional Sergeant and Sheriff’s Dispatch Supervisor 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, possession of a Standards and Training for Corrections Supervisory 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 the pay period following Board of Supervisors' approval of this Agreement, the career incentive allowance shall be available to all permanent full-time employees in the classifications of Sheriff's Correctional Sergeant and Sheriff's Dispatch Supervisor who meet the eligibility requirements.

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.

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

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.

22.1.3 At such time when all other employee organizations representing County employees have agreed, the County reserves the right to update County Code 2.44.070, Holidays and Time Off, to provide that the holidays designated as Lincoln's Birthday and Veterans Day shall be observed either on a Monday or a Friday of the week on which the holiday falls.

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.

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: 3/14/19

For DSA:


Lars M. Luther, DSA President

Dated: 3/13/19

APPROVED AS TO FORM AND LEGAL EFFECT

RITA NEAL
County Counsel

By: 
Nina Negranti, Assistant County Counsel

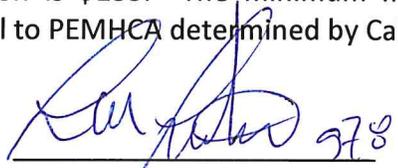
Dated: 3/13/19

**SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SAN LUIS OBISPO AND
THE SAN LUIS OBISPO COUNTY DEPUTY SHERIFFS' ASSOCIATION
SUPERVISORY LAW ENFORCEMENT UNIT**

On August 15, 2017, the Board of Supervisors approved a resolution terminating the contract for the County of San Luis Obispo's participation in the Public Employees Medical and Hospital Care Act (PEMHCA) between the California Public Employees' Retirement System (CalPERS) and the County of San Luis Obispo, and ending the County's participation in CalPERS health benefit coverage effective December 31, 2017. On that same date, the Board of Supervisors also approved a Memorandum of Understanding with the California State Association of Counties Excess Insurance Authority Health Program for employee and retiree medical insurance effective January 1, 2018.

Commencing January 1, 2018, the County will contribute an amount equal to the minimum monthly employer contribution required under the Public Employees Medical Hospital Care Act (PEMHCA) for each retired employee enrolled in a County medical insurance plan. For calendar year 2018, the minimum monthly employer contribution is \$133. The minimum monthly employer contribution for subsequent years shall be equal to PEMHCA determined by CalPERS.

So Agreed: 
Tami Douglas-Schatz,
Management Representative


Lars M. Luther, DSA President

DATED: 3/14/19

3/13/19

APPROVED TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: 
Nina Negranti,
Assistant County Counsel

Dated: 3/13/19