

**SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF SAN LUIS OBISPO  
AND THE SAN LUIS OBISPO COUNTY EMPLOYEES' ASSOCIATION TRADES, CRAFTS,  
AND SERVICES UNIT (BARGAINING UNIT 02) REGARDING TEMPORARY EMPLOYEES**

The County of San Luis Obispo and SLOCEA agree that the provisions of this Side Letter agreement shall apply to temporary employees who are in classifications that perform the same or similar functions as permanent SLOCEA-represented classifications. The classifications for temporary employees covered by this side letter agreement are shown in Appendix A.

**A. The following provisions of the Memorandum of Understanding between the County of San Luis Obispo and SLOCEA Trades, Crafts, and Services shall apply to temporary employees who are covered by this agreement:**

- Article 7. SLOCEA Security - Dues Deduction
- Article 18.1. Shift Differential
- Article 18.4. Standby Duty
- Article 21. Work Location
- Article 29. Transportation
- Article 36. Employees working at County Jail, Juvenile Services Center, or Psychiatric Health Facility
- Article 40. Non-Discrimination
- Article 41. Meal Periods and Rest Breaks
- Article 45. Full Understanding, Modification, Waiver
- Article 46. Concerted Activities
- Article 48. Savings Provision

**B. The following provisions shall also apply to temporary employees who are covered by this agreement:**

- Article 12. Salaries
- Article 15. Deferred Compensation
- Article 16. Health Coverage and Other Benefits
- Article 18.2 Overtime and Distribution of Overtime
- Article 18.5. Consultation Standby
- Article 18.6. Call back
- Article 18.9. Sick Leave
- Article 18.11. Water Certificates
- Article 18.14 Bilingual Differential
- Article 19. Working Clothes
- Article 20. Holidays
- Article 23. EMT Differential
- Article 24. Triple Certification

- Article 25. State of California Qualified Applicator's Certificate
- Article 32. County Use of Personal Cellphones
- Article 35. Facility Maintenance Mechanic/Maintenance Painter Differential
- Article 47. Implementation and Effect
- New Article. State Disability Insurance (SDI)
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- New Article. Performance Evaluations
- New Article. Witness Pay
- New Article. Grievance Procedure

## **1. SALARIES [MOU ARTICLE 12]**

### **1.1 Salary Adjustments**

**1.1.1** The parties agree that the wages for temporary employees who are in classifications covered by this agreement shall be equal to the wages of the permanent classifications. Wage changes for these temporary classifications shall apply at the same time as wage changes for permanent SLOCEA-represented classifications.

### **1.2 Compliance with Prevailing Wage Ordinance**

**1.2.1** The salaries specified herein were negotiated and agreed to in accordance with the provisions of California Government section 3505 and with the County Prevailing Wage Ordinance (County Code Section 2.48.180), which provides, "Prevailing salaries or wages shall be determined by negotiations between the county's employer representatives and the recognized employee organization(s)."

### **1.3 Eligibility**

**1.3.1** The parties agree that any wage increases are negotiated for the benefit of those person who remain in County employment and are not intended to apply to former employees who leave the County employment on or prior to the effective dates for implementation of its various provisions (See Article 9, IMPLEMENTATION AND EFFECT).

## **2. DEFERRED COMPENSATION [MOU ARTICLE 15]**

After implementation of the County's new Human Resources Information System (HRIS), temporary employees who are in classifications covered by this agreement shall be eligible to join the County's deferred compensation plan. Said employees will be bound by the same plan, rules and participation agreements as are generally applicable to other County employees. SLOCEA acknowledges that County retains the right to alter, amend or repeal the current plan, rules, and participation agreements, at any time. Upon implementation of the HRIS, the County and SLOCEA shall meet to discuss the timing and process for temporary employees to join the County's Deferred Compensation Plan.

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

**3. HEALTH COVERAGE AND OTHER BENEFITS [MOU ARTICLE 16]**

**3.1 General Provisions**

**3.1.1** Temporary employees who are in classifications covered by this agreement are not eligible to be enrolled in medical, vision, or dental plans offered by the County unless they meet the Affordable Care Act (ACA) eligibility requirements as applied by the County in accordance with the ACA.

**3.1.2** Temporary employees that meet or exceed an average of 130 hours per month for 12 consecutive months (1,560 hours) of paid working hours during the ACA defined lookback period will be offered to enroll or decline medical insurance for the corresponding stability period. Their eligibility will remain effective if they are employed with the County during the relevant stability period.

**3.1.3** Temporary employees who are in classifications covered by this agreement determined to be eligible in compliance with the ACA requirements are eligible only to participate in the County High Deductible Health Plan.

**3.1.4** Temporary employees who are in classifications covered by this agreement determined to be eligible in compliance with the ACA requirements are not required to participate enroll in any medical, vision, or dental plans offered by the County.

**3.1.5** Temporary employees who are in classifications covered by this agreement determined to be eligible in compliance with the ACA requirements shall be permitted to decline medical coverage without submitting proof of group medical coverage or maintaining such coverage.

**4. PAY AND LEAVE PRACTICES [MOU ARTICLE 18]**

**4.1 Overtime and Distribution of Overtime [MOU article 18.2]**

**4.1.1** Temporary employees who are in classifications covered by this agreement shall receive overtime payments at time and one-half of their regular rate of pay for all paid time in excess of forty hours in any work week. Temporary employees are not eligible to receive compensatory time off in lieu of overtime payments.

**4.2 Consultation Standby [MOU ARTICLE 18.5]**

**4.2.1** Consultation standby shall be used to provide additional compensation to temporary employees who are in classifications covered by this agreement who are occasionally called at home after scheduled work hours by members of the public or by other employees to provide time-sensitive work-related information or consultation.

**4.2.2** If during a calendar quarter a temporary employee assigned to Consultation Standby is required to respond to telephone calls or text messages for his/her service more than twenty-six (26) times per quarter while assigned Consultation Standby duty, the employee shall be removed from Consultation Standby and placed on Standby duty the following quarter.

**4.2.3** Consultation standby shall be assigned and unassigned by management in writing. Temporary employees shall be compensated at the rate of one hundred dollars (\$100) per month of assigned Consultation Standby.

**4.2.4** A temporary employee on Consultation Standby pay shall also be paid their regular hourly rate of pay for time spent performing work while on Consultation Standby.

**4.2.5** Temporary employees assigned to Consultation Standby shall not be eligible to receive regular Standby Duty pay during the same period of time.

**4.2.6** Consultation Standby shall be discontinued once the temporary employee completes their annual assigned working hours, or for periods of one month or greater when the temporary employee is not working.

#### **4.3 Call Back [MOU ARTICLE 18.6]**

**4.3.1** The parties agree that the County may amend County Code Section 2.48.170(a)(5) to provide for the following for temporary employees who are in classifications covered by this agreement:

**4.3.1.1** Those temporary employees who are called back by management or other recognized emergency responders after a work shift ends, and actually report for duty on site, shall be paid at the rate of time and one-half with a minimum of two hours paid and shall continue until the temporary employee ceases work on the call back or begins their normal schedule, whichever occurs first. This section shall also apply when temporary employees are called back by management after a work shift ends to perform duties away from their normal worksite. This section does not apply to the extension of a work shift when a temporary employee is given notice of the extension within a reasonable time before the regular shift ends. Standby pay shall not be applicable during this time of paid service.

**4.3.1.2** If a temporary employee, who was called back to work pursuant to 4.3.1.1 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.

**4.3.1.3** A temporary employee who is called back to work pursuant to this section and who drives his/her personal vehicle to report as required, shall be reimbursed for mileage as provided for in Article 21, Section 21.2.

**4.3.1.4** Those temporary employees who are called upon by management after a work shift ends to provide service by telephone or computer between the hours of 10:00 p.m. and 6:59 a.m. shall be paid at the rate of time and one-half with a minimum of two hours paid for providing such service. Standby pay shall not be applicable during this time of paid service.

**4.3.1.5** If a temporary employee, who was called upon by management to provide service by telephone or computer pursuant to 4.3.1.4 and has completed his/her assignment, is again called upon to perform service, he/she will not receive another minimum if the time is within the previous two-hour minimum.

**4.3.1.6** Those temporary employees who are called upon by management after a work shift ends to provide service by telephone or computer between the hours of 7:00 a.m. and 9:59 p.m. shall be paid at the rate of time and one-half in thirty-minute increments for providing such service. Standby pay shall not be applicable during this time of paid service.

**4.3.1.7** If a temporary employee, who was called upon by management to provide service by telephone or computer pursuant to 4.3.1.6 and has completed his/her assignment, is again called upon to perform service, he/she will not receive another minimum if the time is within the previous thirty minute increment.

#### **4.4 Sick Leave [MOU ARTICLE 18.9]**

**4.4.1** The parties agree that temporary employees who are in classifications covered by this agreement shall accrue sick leave at the rate of 1 hour for every 30 hours worked. Temporary employees will be eligible to use accrued sick leave 60 days following their initial employment date. Sick leave shall be used based on the temporary employee's normal work schedule.

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

**4.4.1.2** For purposes of payment, total rate of pay shall be defined as the temporary employee's hourly rate of pay.

**4.4.1.3** Sick leave with pay shall only be granted upon the recommendation of the department head in case of bona fide illness, or in the event of illness or death of a relative of the first degree, or domestic partner of the employee or child of such domestic partner. Evidence may be required by the department head or the Board of Supervisors in the form of a physician's certificate or otherwise of the adequacy of the reason for any temporary employee's absence during the time for which sick leave is or was requested. No paid sick leave shall be granted a temporary employee because of illness or death of a relative of the first degree, domestic partner of the temporary employee or child of such domestic partner, in excess of six days for the death of such relative or partner, or any one occurrence of illness of such relative or partner.

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

**4.4.3** If a temporary employee is hired by the County as a permanent employee within one (1) year of the date on which they last performed work for the County as a temporary employee, his/her accrued and unused sick leave shall be restored and available for immediate use upon hire.

**4.4.4** Temporary employees who are in classifications covered by this agreement shall not receive payment for any unused portion of sick leave accumulated up to the date of completion of their annual assigned working hours, provided however, that if the employee returns to work for the County the following fiscal year, his/her accrued and unused sick leave shall be restored.

**4.5 Water Certificates [MOU ARTICLE 18.11]**

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

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

**4.5.3** This payment shall be discontinued once the temporary employee completes their annual assigned working hours, or for periods of one month or greater when the temporary employee is not working.

**4.6 Bilingual Differential [MOU article 18.14]**

**4.6.1** When it has been determined by the Human Resources Director that a temporary employee's use of bilingual skills is necessary for the effective performance of the functions of the department, effective the start of the pay period following Board of Supervisors' approval of this agreement, that employee shall receive either one hundred twenty-five (\$125) dollars per month for less than full-time use, or two hundred (\$200) dollars per month for intense use that is required for successful performance of their duties.

1. The one hundred twenty-five (\$125) dollar rate shall be paid to county employees who use bilingual skills on a frequent but intermittent basis. This skill is secondary to the normal job function.
2. The two hundred dollar (\$200) 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.

**4.6.1.1** 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.

**4.6.2** Bilingual Differential shall be discontinued once the temporary employee completes their annual assigned working hours, or for periods of one month or greater when the temporary employee is not working.

## **5. WORKING CLOTHES [MOU ARTICLE 19]**

### **5.1 General Provisions**

**5.1.1** For temporary employees who are in classifications covered by this agreement who are required to wear a uniform, the County will provide those temporary employees with a set of work clothes for each regularly assigned working day, and a replacement set of work clothes as necessary. The temporary employees shall be responsible for the normal care and cleaning of these work clothes.

**5.1.2** Temporary employees who are in classifications eligible for safety boot allowance pursuant to MOU section 19.1.3 will be eligible upon hire for reimbursement of up to \$200 for the cost of boots and after every 2080 working hours thereafter. Departments shall have the right to require that employees wear safety boots appropriate for the type of work to be performed as determined by each department.

## **6. HOLIDAYS [MOU ARTICLE 20]**

**6.1** Temporary employees scheduled to work on Thanksgiving Day, Christmas Day, and/or New Year's Day shall be compensated with premium pay at the rate of time and one-half for all hours worked on those holidays.

## **7. EMT DIFFERENTIAL [MOU ARTICLE 23]**

**7.1** If a temporary employee is qualified and is authorized in writing by the County to perform the duties of an EMT, then the employee shall be paid twenty-five cents (\$0.25) per hour in addition to their regular pay.

**7.2** When EMT duties are authorized, all immediate and ongoing training required to maintain EMT certification shall be paid. Temporary employees shall be allowed to attend training during work hours. In the event training is not available during work hours, employees may be eligible to flex their schedules accordingly, with prior approval from their supervisor. If flexing is unworkable, the department head may authorize the training to occur outside of duty hours on overtime pay.

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

**8. TRIPLE CERTIFICATION [MOU ARTICLE 24]**

**8.1** A one hundred and fifty dollar (\$150) per month differential shall be paid to temporary employees in the Park Ranger series performing patrol duties at Santa Margarita or Lopez Lakes if (a) assigned by the Director of Parks and Recreation or his or her designee, and (b) certified and licensed in all of the following areas:

EMT

Vessel for Hire License

Boating and Safety Enforcement Course

**8.2** The County has the right to assign a temporary employee to an assignment that does not qualify for this differential. Such reassignment shall not be considered a punitive act.

**8.3** Temporary employees receiving this differential are ineligible for the EMT differential in Article 6 above.

**8.4** This payment shall be discontinued once the temporary employee completes their annual assigned working hours, or for periods of one month or greater when the temporary employee is not working.

**9. STATE OF CALIFORNIA QUALIFIED APPLICATOR'S CERTIFICATE [MOU ARTICLE 25]**

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

Training shall be done outside of normal work hours and shall not be paid.

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

**10. COUNTY USE OF PERSONAL CELLPHONES [MOU ARTICLE 32]**

**10.1** Temporary employees who are in classifications covered by this agreement may decline to use their personal cellphones or other personal electronic devices to conduct County business. This does not prevent the County from calling employees' personal cell phone to call an employee to report for duty, to locate an employee during working hours, or in other exigent circumstances.

**10.2** Compensation for temporary employees who are in classifications covered by this agreement, who elect to use their personal cell phones or other personal electronic devices during the course and scope of their County duties, shall be governed by the County's "Use Policy for Cellular Telephone and Tablet Devices (Mobile Devices)." Any proposed change in such Countywide policy affecting negotiable matters is subject to meeting and conferring as



provided by law. This compensation shall be discontinued once the temporary employee completes their annual assigned working hours, or for periods of one month or greater when the temporary employee is not working.

## **11. FACILITY MAINTENANCE MECHANIC/MAINTENANCE PAINTER DIFFERENTIAL [MOU ARTICLE 35]**

### **11.1 Eligibility and Rates**

**11.1.1** A one hundred dollar (\$100) per month differential in the following classification series: Facility Maintenance Mechanics/Maintenance Painters who qualify for the differential by obtaining and maintaining certification in the following areas:

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

**11.1.1.2** Asbestos Operation and Maintenance Certification required by facility staff who perform maintenance or repair activities of small scale or short duration which may disturb ACM in our facilities.

**11.1.1.3** Delta HVAC Controls Technician/Installer – Certification by manufacturer: Allows Mechanic to work on Delta HVAC Controls System without voiding any warranty.

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

**11.1.3** This differential shall be discontinued once the temporary employee completes their annual assigned working hours, or for extended periods when the temporary employee is not working.

## **12. STATE DISABILITY INSURANCE (SDI) [NEW]**

### **12.2 Eligibility**

**12.2.1** Upon implementation of the HRIS, the County and SLOCEA shall meet to discuss the eligibility of temporary employees to receive SDI benefits and the coordination of benefits.

## **13. PERFORMANCE EVALUATIONS [NEW ARTICLE]**

Temporary employees in classifications covered by this Side Letter shall have the right to request a performance discussion with their immediate supervisor after completing 480 hours of work in any one assignment, provided that an employee may only request 1 performance evaluation per 12 months.

Performance discussions pursuant to this Section must be completed within 90 days of the date of the employee's request.

Performance discussions pursuant to this Section will be summarized in writing by the employee's supervisor. Said writing shall be provided to the employee within 14 days of the performance discussion.

#### **14. WITNESS PAY [NEW ARTICLE]**

For temporary employees who are in classifications covered by this agreement, the parties agree that time that corresponds to their normally scheduled work hours spent serving as a witness within the line of duty, or in a case related to the temporary employee's job, will be considered leave with pay.

#### **15. GRIEVANCE PROCEDURE [NEW ARTICLE]**

##### **16.1 General Provisions**

**16.1.1** A grievance is a disagreement between the County and SLOCEA concerning the interpretation, application, or alleged violation of a provision(s) of this Side Letter.

**16.1.2** SLOCEA is authorized to submit and process a grievance under this grievance procedure if it alleges that the aggrieved MOU provision(s) resulted in harm to at least one (1) covered temporary employee and/or to SLOCEA. Temporary employees in this bargaining unit cannot, except through SLOCEA, submit a grievance pursuant to this grievance procedure.

**16.1.3** The parties are encouraged to attempt informal resolution of the dispute before Step 1 of the grievance procedure is initiated.

**16.1.4** Nothing herein shall be interpreted to modify the at-will status temporary employees, who are subject to release from employment at any time, without statement of the basis for release.

##### **16.2 Grievance Review**

**16.2.1** Within twenty (20) business days after SLOCEA learns of the event(s) which caused or led to the dispute, or within twenty (20) business days after it is determined that the dispute cannot be resolved informally, SLOCEA must initiate Step 1 of the grievance procedure by serving a written grievance upon the Human Resources Director. The written grievance shall contain the following information: (a) the MOU provision(s) in dispute; (b) specific facts describing the dispute; and (c) the relief requested.

**16.2.2** Within fifteen (15) business days of service of the grievance, the Human Resources, or his or her designee, shall: (a) investigate the grievance; (b) meet with SLOCEA in an attempt to resolve the issues; and (c) provide SLOCEA with a written response to the grievance.

**16.2.3** The decision of the Human Resources Director shall be final and binding.

16. **IMPLEMENTATION AND EFFECT [MOU ARTICLE 47]**

This Side Letter agreement constitutes a mutual recommendation to be submitted to the County Board of Supervisors on or before June 17, 2025. It is agreed that this Side Letter agreement shall not be binding upon the parties either in whole or in part unless and until said Board of Supervisors acts formally to approve said Side Letter agreement.

IN WITNESS WHEREOF, County and SLOCEA have executed this Side Letter agreement on the day and year first hereinabove set forth,

For the County:



Jamie Russell,  
Management Representative

Dated: October 27, 2025

For SLOCEA:



Emily Landis,  
SLOCEA Executive Director

Dated: October 27, 2025

APPROVED TO FORM AND LEGAL EFFECT:

Joh Ansolabehere,

County Counsel



By: Jenna Morton  
Assistant County Counsel

Date: 10/27/25

Appendix A Temporary Classifications that Correspond to Permanent BU02 Classifications			
Job ID	Classification	Job ID	Classification
300251	AIRPORT TERMINAL SERVICES WORKER	9628	WATER SYSTEMS WORKER I
1406	AIRPORTS MAINTENANCE WORKER	9627	WATER SYSTEMS WORKER II
1420	ANIMAL CARE TECHNICIAN	9626	WATER SYSTEMS WORKER III
9653	AUTO MECHANIC I	9629	WATER SYSTEMS WORKER TRAINEE
9654	AUTO MECHANIC II		
1335	CUSTODIAN		
1121	EQUIPMENT MECHANIC I		
1120	EQUIPMENT MECHANIC II		
1314	FACILITY MAINT MECHANIC I		
1316	FACILITY MAINT MECHANIC II		
1315	FACILITY MAINT MECHANIC III		
2303	FLEET SERVICE WRITER		
1242	GREENSKEEPER AIDE		
1243	GREENSKEEPER I		
1244	GREENSKEEPER II		
1245	GREENSKEEPER III		
1106	GROUNDS RESTORATION SPECIALIST		
2302	LEAD FLEET MECHANIC		
300476	LIBRARY MAINTENANCE WORKER		
1312	LOCKSMITH I		
1311	LOCKSMITH II		
1307	MAINTENANCE PAINTER I		
1308	MAINTENANCE PAINTER II		
1223	PARK RANGER AIDE		
1222	PARK RANGER I		
1221	PARK RANGER II		
1220	PARK RANGER III		
1210	PARK RANGER SPECIALIST		
1115	PUBLIC WORKS LEADWORKER		
1105	PUBLIC WORKS WORKER I		
1117	PUBLIC WORKS WORKER II		
1119	PUBLIC WORKS WORKER III		
1103	PUBLIC WORKS WORKER IV		
1321	SR STOREKEEPER		
1336	STOREKEEPER I		
1331	STOREKEEPER II		
9688	WASTEWATER SYS WORKER I		
9689	WASTEWATER SYS WORKER II		
9690	WASTEWATER SYS WORKER III		
9686	WASTEWATER SYS WORKER TRAINEE		