

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SAN LUIS OBISPO
AND THE SAN LUIS OBISPO COUNTY
PROBATION PEACE OFFICERS' ASSOCIATION
PROBATION UNIT
2024-2026**

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AND THE SAN LUIS OBISPO COUNTY
PROBATION PEACE OFFICERS' ASSOCIATION
PROBATION UNIT
2024-2026**

1. DESIGNATION OF THE PARTIES

1.1 This Agreement is entered into as of July 1, 2024 by and between the County of San Luis Obispo (hereinafter "County"), and the San Luis Obispo County Probation Peace Officers' Association (hereinafter "SLOCPPOA"), Probation Unit (BU31).

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

1.2.1 The Management's principal authorized agent shall be the County's Administrative Officer, or their 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.

1.2.2 SLOCPPOA's President P.O. Box 13041 San Luis Obispo, CA 93408

2. TERM

The County and SLOCPPOA agree that the term of this Agreement commences on July 1, 2024, except as otherwise set forth in any other Article of this Agreement, and expires and is otherwise fully terminated at midnight on June 30, 2026.

3. RECOGNITION

3.1 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 Probation Peace Officers' Association, associated with the California Organization of Police and Sheriffs'/Communication Workers of America, as exclusive representative of the employees in the Probation Unit.

3.2 The term "employee" or "employees" as used herein shall refer to those persons in the Probation Unit occupying positions not otherwise designated as confidential, which are allocated as permanent full-time or permanent part-time, working twelve (12) months per year, normally working forty (40) hours or more per pay period. The list of classifications

may be revised during the term of the Agreement through negotiations in keeping with the County's Employee Relations Policy. Not included within the term "Employee" are all other persons in non-permanent part-time positions, temporary or extra help or persons on contract with the County.

4. RENEGOTIATION

4.1 In the event either party wants to negotiate a successor Agreement, such party shall serve upon the other during the period January 1 to March 31 of the final year of this Agreement, its written request to begin negotiations for a successor Agreement.

5. COUNTY RIGHTS AND RESPONSIBILITIES

5.1 The County retains, solely and exclusively, all the rights, powers, and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the County and not abridged herein include, but are not limited to, the following:

5.1.1 To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract work for other than economic reasons; or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and overtime; to schedule working hours and shifts; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services, and to take whatever action necessary to prepare for or operate in an emergency.

5.2 Nothing in this Article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the County by any law regulating, authorizing or empowering the County to act or refrain from acting. However, the County agrees to consult with SLOCPPOA upon request in regard to any proposed subcontracting of services which would result in the elimination of unit members' jobs. This section is not to be interpreted as a limitation of the rights of the Association under the Meyers-Milias-Brown Act.

6. WORK SCHEDULES

6.1 Work Schedule Policies:

6.1.1 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 twenty-four (24) hour 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 work day or work week as defined by the County.

6.1.2 County ordinances shall provide the proper accrual rates, compensation practices, and paid time usage for flexible workweek options.

6.1.3 The County shall determine work schedules including regular starting and quitting times. Alternate work schedules (including flexible work week arrangements) may be established by the departments provided adequate staffing is maintained to meet operational needs.

6.2 Twelve (12) Hour Shift Schedule Program

6.2.1 The County, by exercising a modified 29 United States Code Section 207(k) exemption ["FLSA 7(k) exemption"] for the unit employees assigned to the Juvenile Hall, may alter the work period to fourteen (14) days with a premium overtime threshold (time and one-half) of eighty (80) hours of actual worked time for unit employees working a twelve (12) hour shift schedule. For the purpose of calculating the overtime threshold, only actual worked hours will be counted and shall not include sick leave, vacation time, holiday hours, compensatory time off, or any other leave hours.

6.2.2 The differentials listed in Article 13, Shift Differential, shall be applied to the twelve (12) hour shift schedule as listed, with the exception of Article 13.1.1.3 which will not apply to employees participating in the twelve (12) hour shift schedule program.

6.2.3 The Chief Probation Officer has the right to assign or reassign Juvenile Services Officer series, Deputy Probation Officers series, and Supervising Deputy Probation Officers to or from a Juvenile Hall assignment at any time without meeting, conferring, consulting or prior notification to the Association. Per section 6.1.1 of this Article, affected employees will be given a minimum of twenty-four (24) hours notice of being added to/taken off of the twelve (12) hour shift schedule or the program being terminated. 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.).

6.2.4 The County reserves the right to terminate the twelve (12) hour shift program at any time. If the twelve (12) hour shift schedule program is terminated, the affected employees will revert back to the 8 hr day, 40 hr work week schedule with all three differentials listed in Article 13, Shift Differential.

6.2.5 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.

6.2.6 This agreement in no way abrogates the County’s management rights to set work schedules without consultation with the Association.

7. WORK LOCATION

7.1 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. The designated normal work location is the place at which the employee spends the largest part of their regular workdays or working time or the place to which they return upon completion of special assignments. Said notice provision may be waived by written agreement of the employee.

7.2 Employees on temporary assignment to another location will:

7.2.1 Receive mileage reimbursement in accordance with the County’s Travel Policy.

7.2.2 Receive an estimate of the length of the temporary assignment.

7.2.3 Any revisions to the County’s Travel Policy shall be made after meeting and conferring as required by law.

8. SALARIES

8.1 Fiscal Year 2024-25 Salary Adjustment

Notwithstanding County Code 2.48.030 and applicable to this Agreement only, an additional salary step shall be added to the salary range for all classifications in this unit. The pay rate of the additional step shall be 5% above the pay rate of the current sixth step. Employees may qualify for advancement to the additional step after completion of the equivalent of one year of full time service in the current or new step six and upon recommendation of the department head and approval by the county Human Resources Director. This salary step advancement is not automatic, and is based on satisfactory performance and service. This additional step is only available to eligible employees effective the start of the pay period including July 1, 2024. At that time, the current first step will be eliminated which will keep the number of salary steps at six. Employees in steps two through five shall have their step placement reduced one level, but their hourly rate of pay shall remain unchanged. Employees at step six who do not meet the eligibility for the new additional step shall also have their step reduced one level, but their hourly rate shall remain unchanged.

8.1.1 Effective the start of the pay period including July 1, 2024, all employees shall receive an increase of 3%, as shown in the table below:

Class	Class Title	BU	Salary Range	FY24/25 Range with 3% Increase
324	Deputy Probation Officer I	BU31	3276	3374
323	Deputy Probation Officer II	BU31	3639	3748
321	Deputy Probation Officer III	BU31	3983	4102
370	Juvenile Services Officer I	BU31	2831	2916
371	Juvenile Services Officer II	BU31	3116	3209
372	Juvenile Services Officer III	BU31	3430	3533

8.1.2 Effective the start of the pay period including July 1, 2024, all employees in the classification of Juvenile Services Officer I/II/III shall receive an equity increase of 1.38%, as shown in the table below:

Class	Class Title	BU	FY24/25 Range	FY24/25 Range with 1.38% Equity Increase
370	Juvenile Services Officer I	BU31	2916	2956
371	Juvenile Services Officer II	BU31	3209	3253
372	Juvenile Services Officer III	BU31	3533	3582

8.2 Fiscal Year 2025-26 Salary Adjustment

8.2.1 Notwithstanding County Code 2.48.030 and applicable to this Agreement only, an additional seventh salary step shall be added to the salary range for all classifications in this unit. The pay rate of the additional step shall be 5% above the pay rate of the sixth step. Employees may qualify for advancement to the additional seventh step after completion of the equivalent of one year of full time service in the current step six and upon recommendation of the department head and approval by the county Human Resources Director. This salary step increase is not automatic, and is based on satisfactory performance and service. This additional step is only available to eligible employees effective the pay period including July 1, 2025.

8.3 The parties agree that the salary payments described herein comply with the requirements of County Ordinance Code Section 2.48.180, County Prevailing Wage Ordinance.

8.4 The parties agree that the negotiated wage increases provided for in Articles 8.1 and 8.2 above were negotiated for the benefit of those persons who remain in County employment and were not intended to apply to former employees who leave County employment on or prior to the effective dates for implementation of its various provisions.

9. RETIREMENT CONTRIBUTIONS

9.1 Pension Pick-Up

9.1.1 For employees hired before the pay period that includes July 1, 2013, the County agrees to continue Employer Paid Member Contributions (EPMC) for a portion of the Tier 1 employees' contribution to the Pension Trust by a plan whereby the County will pay 5.75% of pensionable wages. These amounts paid by the County are for a portion of the unit members' contribution and are paid by the County to partially satisfy the employees' obligation to contribute to the County Pension Trust.

9.1.1.1 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 5.75% EPMC of the employees' contribution to the County's Employees Retirement Plan. "New members" on or after the pay period that includes July 1, 2013 shall be responsible for the full employee share of pension contributions.

9.1.2 Unit members who are members of the Pension Trust shall have no option to receive the contributed amounts directly instead of having them paid by the County to the Pension Trust on behalf of the unit members.

9.1.3 It is further understood and agreed by the parties that the County's EPMC of employees' contribution to the County's Employees Retirement Plan is based upon Retirement Plan Section 5.05.1, on the tax treatment permitted by the California Franchise Tax Board and the Federal Government under Internal Revenue Code Section 414(h)(2) and Revenue Rulings 77-462 and 81-36. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board, or the Internal Revenue Service or United States Department of Treasury may alter the aforementioned Revenue Rulings, either by other rulings or regulations.

9.1.4 SLOCPPOA 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.

9.2 Employee Pension Changes

9.2.1 Any increases in pension costs shall be split equally (50/50) by the parties for Tier 1 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 effective the pay period including January 1 or July 1 during the year of the increase as determined by the County.

9.2.1.1 For the term of this Agreement only the following provisions shall apply regarding employee contributions:

1. Effective the pay period following Board of Supervisors approval of this agreement, or including July 1, 2024, whichever occurs later, employees shall receive a pension equity adjustment of 4.0%, resulting in a 4.0% reduction of the employee pension contribution rate.
2. Employees' pension contribution rate will not increase for Fiscal Year 2025/26.
3. To ensure compliance with PEPR, the parties agree that the County will monitor the pension contribution rate for Tier 3 (PEPR) members to ensure that the provisions of this section do not result in the Tier 3 member contribution rate falling below 50% of normal costs based on actuarial data. If the provisions of this section would cause the Tier 3 member contribution rate to fall below 50% of normal costs, the contribution rate shall be adjusted so that Tier 3 members will contribute a minimum of 50% of the normal cost rate.

10. RETIREMENT BENEFITS

10.1 Reciprocal Benefits

10.1.1 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.

10.2 Tier 1 Retirement

10.2.1 Members of the Probation Unit hired on or before December 31, 2012 receive a 3% @ 55 plan formula set forth in the Retirement Plan, with a ninety percent (90%) cap on the maximum retirement benefit percentage (single highest year – SHY) which includes 50% disability retirement (three year average).

10.3 Tier 2 Retirement

10.3.1 Not implemented for this bargaining unit

10.4 Tier 3 Retirement

10.4.1 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:

10.4.1.1 Retirement formula 2.7% @ 57 (safety non-sworn and non-safety)

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

10.4.1.3 Elimination of employer paid retirement contributions EPMC, as referred to in 9.1.

10.4.1.4 2% COLA, no carryover;

10.4.1.5 3 year average final compensation.

10.4.2 "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 Employees Retirement Plan, known as Tier 3 for all County Employees.

11. NON-DISCRIMINATION

The parties agree to abide by the provisions of Government Code, Section 3500, et seq., as may be amended, and Civil Service Rule 16, Equal Employment Opportunity, as may be amended.

12. BENEFIT CONTRIBUTIONS

12.1 General Provisions

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

12.1.2 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 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.

12.1.3 For those employees who elect County medical insurance under this section, the County's contribution rates will be as follows:

12.1.3.1 The 2024 rates were as follows:

12.1.3.1.1 For employees with employee only medical coverage, the County shall contribute \$991 per month.

12.1.3.1.2 For employees with employee plus one dependent medical coverage, the County shall contribute \$1,250 per month.

12.1.3.1.3 For employees with employee plus two or more dependent medical coverage, the County shall contribute \$1,550 per month.

12.1.3.2 Effective the first paycheck in January 2025, the 2024 rates will be increased to the following rates:

12.1.3.2.1 For employees with employee only medical coverage, the County shall contribute \$991 per month.

12.1.3.2.2 For employees with employee plus one dependent medical coverage, the County shall contribute \$1,340 per month.

12.1.3.2.3 For employees with employee plus two or more dependent medical coverage, the County shall contribute \$1,655 per month.

12.1.3.3 Effective the first paycheck in January 2025, and in addition to the increases specified in 12.1.3.2 above, the rates shall be increased as follows:

12.1.3.3.1 The employee only rate shall not be increased.

12.1.3.3.2 For employees with employee plus one dependent and employee plus two or more dependents medical coverage, the County shall increase the contribution amount by the dollar amount equal to the percentage increase applied to premiums, up to ten percent (10.0%), as set by the County's insurance broker, relative to 2024 rates. If the premium increase for the lowest-cost non-high deductible medical plan exceeds ten percent (10.0%), calculated to one tenth of one percent (0.x%), the County and employees shall share 50/50 the cost of that increase. Any changes in the contribution derived from this formula will be rounded to the nearest one dollar.

12.1.3.4 Effective the first paycheck in January 2026, for those employees who elect County medical insurance under this section, the County's contribution will be as follows:

12.1.3.4.1 The employee only rate shall not be increased.

12.1.3.4.2 For employees with employee plus one dependent medical coverage and employee plus two or more dependents medical coverage, the County shall increase the contribution amount by the dollar amount equal to the percentage increase applied to premiums, up to ten

percent (10.0%), as set by the County's insurance broker, relative to 2025 rates. If the premium increase for the lowest-cost non-high deductible medical plan exceeds ten percent (10.0%), calculated to one tenth of one percent (0.x%), the County and employees shall share 50/50 the cost of that increase. Any changes in the contribution derived from this formula will be rounded to the nearest one dollar.

12.1.4 For those employees who opt out of County sponsored medical insurance, the County shall contribute only the Cafeteria Plan Allowance specified in section 12.2.

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

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

12.2.1 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. Group medical insurance coverages are employer-sponsored healthcare through a spouse or domestic partner, parent, second job, or enrollment in employer-sponsored retiree medical insurance coverage, or the Government programs Medicaid, CHIP, or TRICARE. All employees are required to participate in employee-only vision and dental.

12.2.1.1 Employees who opt out of participation on or after January 1, 2018 shall be required to submit proof of alternative group medical insurance coverage and maintain such coverage during the opt out period.

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

12.2.2.1 The County will pay \$869 to each employee who elected to "opt out" of a County-sponsored medical plan. Effective the first paycheck in January 2022, this payment was reduced to \$669.

12.2.2.2 The employee will receive the cafeteria amount in accordance with section 12.2.2.1 for as long as the employee continually elects to opt out after January 1, 2016.

12.2.2.3 If employee who has opted out, later elects to enroll in a County-sponsored medical plan, provisions in sections 12.1 shall apply.

12.2.3 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:

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

12.2.3.2 Employees shall not receive the cash out specified in section 12.2.2.

12.2.3.3 If employee who has opted out later elects to enroll in a County-sponsored medical plan, the provisions in sections 12.1 shall apply.

12.3 Other Cafeteria Plan Provisions

12.3.1 The current County Cafeteria Plan contributions are 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 12.2), and dependent medical, if any. As soon as administratively feasible, the County Cafeteria Plan contributions shall be spent in the following order: employee-only medical insurance (except as noted in Section 12.2); dependent medical, if any; employee-only dental; dependent dental, if any; employee-only vision; and dependent vision, if any. The County's obligation to make these contributions shall not exceed the total Cafeteria Plan contributions in Section 12.1.

12.3.2 The parties agree that the Cafeteria Plan contribution 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.

12.4 Health Savings Account (HSA)

12.4.1 Effective the pay period following Board of Supervisors' approval of this agreement, or the first paycheck of January 2025, whichever occurs later, the County shall provide a Health Savings Account (HSA) contribution for each employee who elects to enroll in a High Deductible Health Plan (HDHP) and has, as follows:

12.4.1.1 For employees with employee only medical coverage, the County shall contribute \$1,000 per year, to be provided per pay period in the amount of \$38.46.

12.4.1.2 For employees with employee plus one dependent medical coverage or employee plus two or more dependent medical coverage, the County shall contribute \$2,000 per year, to be provided per pay period in the amount of \$76.92.

12.5 Health Plan Committee

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

12.6 Pro-ration of Benefits

12.6.1 Part-time employees hired after February 8, 2005, 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 contribution indicated in Section 12.1, 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.

12.6.2 Employees employed with the County on or before February 8, 2005, including all part-time and full-time employees, shall be grandfathered to receive, for the entirety of their County employment, the full Cafeteria Plan contribution as specified in Section 12.1.

12.6.3 Any current employee employed with the County on or before February 8, 2005, who 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 contribution as specified in Section 12.1 of this Agreement.

13. SHIFT DIFFERENTIAL

13.1 Employees will be paid the appropriate shift differential for each individual hour worked during the eligible time periods specified below.

13.1.1 Juvenile Services Officers

13.1.1.1 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 5% of the employee's hourly base rate of pay computed to the closest unit factor.

13.1.1.2 Night differential hours are from 11:00 p.m. to 7:00 a.m. and are paid an hourly shift differential for each hour worked in the amount of 10% of the employee's hourly base rate of pay computed to the closest unit factor.

13.1.1.3 Unit members whose shift ends on or after 10:00 p.m. shall be paid an hourly shift differential of each hour worked between 3:00 p.m. and 11:00 p.m. in the amount of 5% of the employee's hourly base rate of pay computed to the closest unit factor. All hours worked after 11:00 p.m. will be paid the appropriate

night differential. 13.1.1.3 does not apply to the Twelve Hour Shift Schedule Program specified in Section 6.2.

Unit members, who are assigned to work a flex time or 4/10 work schedule, shall not be entitled to this differential except for those hours worked outside their normally scheduled work assignment.

13.1.2 Deputy Probation Officers

13.1.2.1 Unit members shall be paid an hourly shift differential for each hour worked on or after 12:01 am on Saturday morning through 11:59 pm on Sunday night in the amount of 5% of the employee's hourly base rate of pay computed to the closest unit factor.

13.1.2.2 When approved to work in Juvenile Hall, or directed by the Department with approval of the Chief Probation Officer to work shift assignments other than specified in 13.1.2.1 above, Deputy Probation Officers shall be paid in accordance with Section 13.1.1.1 through 13.1.1.3 above for hours worked during the time periods referenced in such subsections.

13.1.2.3 When Deputy Probation Officers receive differential pay pursuant to 13.1.2.2, the provisions of 13.1.2.1 shall not apply.

14. SICK LEAVE

14.1 County Code Reference and Exceptions

14.1.1 The parties agree that the County Code Section 2.44.060, sub-sections (a), (b), (c), (d), (e), (f), (g), (h), (j), (k), (m), and (n) shall apply to matters relating to sick leave.

14.1.2 As an exception to the County Code referenced above, the following provision shall apply:

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

14.1.3 The Association also acknowledges that County retains the right to change, amend, or repeal any County Code provision subject to any legally required meet and confer requirements which will replace County Code referenced above.

15. ANNUAL LEAVE PROGRAM

Employees with approval of their department head, shall be given the option to either take advantage of County Ordinance Code Section 2.44.070, Holidays and Time Off, or request to participate in the Annual Leave Program. The Annual Leave Program will allow employees to accrue holidays and utilize them as paid time off. Both parties understand that for the employees

opting for the annual leave concept, holidays will be considered as a regular workday, but that an additional day of paid time off will be added to their leave balance as the holidays identified in County Ordinance Code Section 2.44.070, Holidays and Time Off, occur.

The total number of annual leave days which may be accrued at any time during a calendar year shall be limited to twelve (12) days, defined as ninety-six (96) hours; the total number of annual leave days which the employee shall be entitled to carry over from one calendar year to the next, if so desired, shall be limited to twelve (12) days of annual leave in addition to maximum allowable vacation days in any year. This limitation shall be imposed on the last day of the first pay period ending in the following calendar year. Nothing in this chapter shall be deemed to allow any employee to be paid for any accrued annual leave which is in excess of the twelve (12) annual leave day carry-over limitation.

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

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

Only permanent status employees are eligible for the Annual Leave Program and permanent status part-time employees shall take accrued annual leave on the same pro rata basis as their part-time schedule bears to the full work schedule of their department.

Any permanent employee who terminates, or is discharged from County service for cause, shall receive payment for the unused portion of the annual leave privilege accumulated up to and including the date of discharge at their regular rate of pay on the date of discharge; provided, however, that no payment shall be made for any annual leave privilege accumulated in excess of twelve (12) days.

16. LEAVE OF ABSENCE

The County has the right to amend County Ordinance Code Section 2.44.040, Leave of Absence Without Pay, to delete subsection (h) which limits individual leaves granted under this section to twenty-four (24) months within a thirty-six (36) month period; and to add language: Leave of absence from County employment will be granted only in accordance with the provisions of legally mandated leave laws unless otherwise determined by County Ordinance or policy.

17. STATE DISABILITY INSURANCE (SDI)

17.1 Employees receiving SDI benefits shall coordinate accumulated paid time such as vacation, sick leave, etc., by indexing SDI payments by a factor of 1.28 (excluding overtime).

17.2 The coordination of payments will be administered by the County and charged to the program by an assessment of each participating employee which shall be five one-hundredths of a percent (.05%).

17.3 All other provisions of the SDI agreement shall remain in full force and effect.

18. REOPENER

Notwithstanding the provisions of Article 46, FULL UNDERSTANDING, MODIFICATION AND WAIVER, the parties agree that if during the term of this agreement the financial condition of the County becomes such as that there is the need to reduce the hours and days of service, that either party has the right to request the other to negotiate over the possible creation and implementation of a mandatory time off program.

19. VACATION TIME

19.1 Pursuant to County Ordinance Code Section 2.44.050(c), Vacations, to apply the carryover limitation contained in said section, as follows:

19.1.1 The total number of vacation hours which may be accrued at any time shall be limited to three hundred and twenty (320) hours and shall be subject to payment upon termination of employment in accordance with County Ordinance Code Section 2.44.050(e), Vacations.

19.2 Pay-in-Lieu Program. Employees shall be permitted to receive pay-in-lieu of up to forty (40) hours of vacation time once per fiscal year. Employees wanting to “sell back” this time shall have a minimum balance of two hundred (200) hours remaining after “sell back” and must have utilized a minimum of forty (40) hours of vacation in the fiscal year that they are wishing to “sell back” time.

20. STANDBY DUTY

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

Standby duty is defined as that circumstance which requires the employee so assigned to:

- Be ready to respond in a reasonable time to calls for their service,
- Be readily available at all hours by telephone, or other communication devices, and
- Refrain from activities which might impair their assigned duties upon call.

Effective the pay period following Board of Supervisors’ approval of this agreement, the standby rate shall be increased from \$3.00 per hour to \$5.00 per hour.

21. CONSULTATION STANDBY

21.1 Consultation standby shall be used to compensate those employees who are frequently called at home after scheduled work hours by members of the public and other employees of the department, but are not actually required to return to work more than 4 times per quarter. If an employee 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 Article 20.

21.2 Consultation standby shall be assigned by management in writing and shall be compensated at the rate of one hundred (\$100.00) per month (or \$4.60 for each day of consultation standby).

21.2.1 The one hundred (\$100) per month consultation standby rate is full compensation for any and all consultation standby activities as described in Section 22.1 that may have occurred, may occur in the future, and may be compensable under Fair Labor Standards Act (FLSA).

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

22. MILEAGE REIMBURSEMENT

22.1 Employees shall be reimbursed at the standard mileage reimbursement rate established by the Internal Revenue Service for the authorized use of their private vehicle on County business.

23. CALL BACK/CALL IN

The County may amend County Ordinance Code Section 2.48.170 (a)(5), Pay Differentials, to provide for the following:

Those employees who are called back by management after a work shift ends, and actually report for duty, and at the sole discretion of the department head, shall be paid or earn compensating time off at the rate of time and one-half with a minimum of two (2) hours paid time and shall continue until the employee ceases work on the call back or begins their normal shift, whichever happens first. This section does not apply to the extension of a work shift when an employee is given notice of the extension within a reasonable time before the regular shift ends.

If an employee, who was called back to work and has completed their assignment and left work, is again called back to work, they will not receive another minimum if the time of return is within the previous two (2) hour minimum.

24. JURY DUTY

24.1 County agrees to continue to interpret County Ordinance Code Section 2.44.080, Leave of Absence with Pay for Jury Duty, as follows:

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.

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

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

25. WITNESS PAY

25.1 Time spent serving as a witness within the line of duty, or in a case related to the employee's job, will be considered leave with pay.

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

26. DEFERRED COMPENSATION

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

26.2 Employees shall pay no administration fee to the County.

27. TUITION REIMBURSEMENT FUND

County agrees to continue the current Tuition Reimbursement Program as follows:

27.1 For employees in SLOCPPOA Units, during the term of this contract only, a fund shall be set up for tuition reimbursement. The fund amount shall be: \$3,500 per fiscal year for the term of this agreement. Each employee will be eligible for a maximum reimbursement from said fund, subject to availability of monies remaining in said fund.

27.2 The individual maximum shall be \$500 per fiscal year.

27.3 The reimbursement will be paid in the following manner:

27.3.1 It is highly recommended that prior to enrolling in a course, employees secure department head approval that the course work is job-related and submit their Tuition Reimbursement Request with documentation of course content to the Tuition Reimbursement Coordinator for processing.

27.3.2 After being reviewed by the Human Resources Director (or their designee) for expenditure approval, the employee will be notified of expenditure approval or denial. Pre-approved requests will have the requested amount of funds held to ensure availability at time of completion of coursework.

27.3.3 Upon conclusion of the coursework, the employee must submit a completed Tuition Reimbursement Form with documentation of course content, proof of a "C" grade, "Pass" or other appropriate notice of successful completion, and documentation of expenditure(s) for fees, tuition, books, or other required course materials. Pre-approved requests will be processed for payment after verification of all documentation. All other requests will be processed for payment after verification of documentation and Human Resources Director (or their designee) approval.

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

27.5 The County has the right to change reimbursement procedures. However, in no event shall the amount of funds available to the employees change from what is outlined in this MOU.

28. BILINGUAL DIFFERENTIAL

28.1 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.

28.1.1 The ninety-five (\$150) monthly rate shall be paid to a County employee who uses bilingual skills every workday as a regular and routine part of the job. The use of bilingual skills is a primary element of this employee's job.

28.2 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.

29. INSTRUCTOR STIPEND

Unit members designated by the Chief Probation Officer to act as instructors shall receive a stipend of five percent (5%) of their base salary for all hours acting in that capacity. 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 Chief Probation Officer.

30. TASK FORCE STIPEND

Unit members designated by the Chief Probation Officer to serve on a Task Force shall receive a monthly stipend to compensate for the unusual time and other demands placed upon the unit member. That stipend shall be four hundred and dollars (\$400)/month for unit members 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 Chief Probation Officer.

31. TEMPORARY ASSIGNMENT

In the event that a Deputy Probation Officer II is assigned in writing by the Chief Probation Officer or their representative to temporarily work an assignment otherwise performed by a Deputy Probation Officer III in the absence of a Deputy Probation Officer III, the Deputy Probation Officer II shall be compensated at a rate of 5% above their base hourly rate for all hours worked in that assignment.

32. STEP PLACEMENT AND LEAVE ADJUSTMENT FOR EMPLOYEES WITH PRIOR SIMILAR EXPERIENCE

Effective upon Board of Supervisors' approval of this agreement or July 1, 2024, whichever occurs later, the provisions of this Article shall apply to those employees newly hired into a classification represented by the Probation Unit who have at least one year of prior similar experience in another public or private agency and who have less than a one year gap in prior similar experience.

32.1 Advanced Sick Leave

32.1.1 The Department Head and Human Resources Director may authorize an advance of up to sixty (60) hours of Sick Leave for immediate use upon hire. Such hours will be used in accordance with Article 14 (Sick Leave) and no additional hours shall accrue until the advanced hours are "earned out" in accordance with the accrual schedule.

32.2 Salary Step Appointment

32.2.1 As an exception to County Code section 2.48.030, the Department Head and Human Resources Director may authorize an initial salary placement of up to top step in the salary range.

32.3 Accelerated Vacation Accrual Rate

32.3.1 The Department Head and Human Resources Director may set upon initial employment an accelerated vacation accrual rate based on prior years of similar experience and in accordance with Article 19 (Vacation Time).

32.4 Current Employees with Prior Similar Experience

32.4.1 No later than three months after Board of Supervisors' approval of this agreement, each department shall identify presently employed staff who had at least one year of prior similar experience at the time of hire, and upon approval of the Department Head and Human Resources Director the vacation accrual rate of these employees shall be adjusted to recognize their prior experience.

33. UNIFORM PROVISIONS

33.1 Employees shall receive a one-time payment of three hundred fifty dollars (\$350.00) for initial uniform purchases.

33.2 Thereafter, unit members shall receive a uniform allowance in the amount of fifty dollars (\$50.00) per month for uniform maintenance.

34. TRANSPORTATION

34.1 The parties agree that the following shall apply to matters relating to utilization of employee vehicles and travel time:

34.1.1 The County Travel Policy and County Code Section 2.84.011 shall apply to matters relating to utilization of employee vehicles.

34.1.2 Compensation and reimbursement for travel time shall be in accordance with the County's Travel Policy.

34.1.3 Mileage rates shall be in accordance with Article 22 of this Agreement.

34.1.4 The Association also acknowledges that County retains the right to change, amend, or repeal any County Code provision subject to any legally required meet and confer requirements which will replace County Code referenced above. Any revisions to the County's Travel Policy shall be made after meeting and conferring as required by law.

35. OVERTIME

35.1 Overtime shall continue to be compensated as provided in the County Ordinance Code and herein. As a result of the 1984 negotiations, the parties agree that such code shall be modified at Section 2.44.030(E), Regular Overtime, to allow the County department head the sole discretion to determine whether overtime shall be paid or compensating time off accrued.

35.2 The parties agree to continue the compensatory time accumulation limit to provide that compensatory time off may be accumulated to a maximum of 120 hours earned for 80 hours worked.

35.2.1 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.

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

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

36. HOLIDAYS

36.1 Parties agree that County may change County Ordinance Code Section 2.44.070, Holidays and Time Off, which provides the terms and conditions controlling use of paid holidays for all permanent and probationary employees of this Unit during the term of this Agreement. The County's holidays shall be:

36.1.1 January 1 (New Years Day);

36.1.2 The third Monday in January (Martin Luther King Day) (added July, 1984);

36.1.3 February 12 (Lincoln's Birthday);

36.1.4 The third Monday in February (Washington's Birthday);

36.1.5 The last Monday in May (Memorial Day);

36.1.6 July 4 (Independence Day);

36.1.7 First Monday in September (Labor Day);

36.1.8 The fourth Friday in September (Native American Day);

36.1.9 November 11 (Veterans Day);

36.1.10 That day in November designated as Thanksgiving Day;

36.1.11 The Friday in November immediately following the day designated as Thanksgiving Day;

36.1.12 December 25 (Christmas Day);

36.1.13 All other days as may be proclaimed by the County's Board of Supervisors. (Modified July, 1984)

36.1.14 A personal leave day is granted in exchange for observing September 9 (Admission Day) and will be allowed to be used at any time during the current fiscal year. 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.

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

37. SLOCPPOA RIGHTS

37.1 The SLOCPPOA may have up to a maximum of 4 officers utilize time during normal working hours for meeting and conferring with authorized County management personnel, subject to advance scheduling. The President of SLOCPPOA, may after getting approval by the Chief Probation Officer, use up to 40 hours per year of paid leave time, to attend employee association conferences. This use of paid leave time is contingent upon SLOCPPOA's approval and reimbursement to the County of the salary and benefit costs associated with the paid leave. Any time off not approved and reimbursed by SLOCPPOA may be taken off using accumulated vacation, compensating time off, or leave of absence without pay at the discretion of the President, but in no event shall the total time off each year exceed 40 hours.

38. DIABLO EMERGENCY RESPONSE PLAN

The parties agree that the January 14, 1986 Agreement between the County and SLOCPPOA's predecessor organization concerning the Diablo Emergency Response Plan shall be in full force and effect until the end of the term of this Agreement.

39. FIREARM DIFFERENTIAL

Unit members authorized by the Chief Probation Officer to carry firearms shall receive a monthly stipend to compensate for the unusual demands and responsibilities placed upon the unit member. That stipend shall be one hundred and fifty dollars (\$150) per month. The Chief Probation Officer shall periodically review the positions covered by this provision to determine the number, assignment, and level of skill required and may modify, increase or eliminate positions to meet the changing needs of the department. Notwithstanding Government Code section 3300 et seq., the Chief Probation Officer may remove a unit member from this authorization at any time, and this removal shall not be considered a punitive act, as discretion for authorizing members to carry a firearm remains with the Chief Probation Officer.

40. SICK LEAVE ACCRUAL AND PAYOFF

40.1 The County and SLOCPPOA agree to continue the accrual and payoff policy as follows:

40.1.1 Accrual of sick leave shall be limited to 260 working days.

40.1.2 For those 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:

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

40.1.3 Probation and Juvenile Services Officers hired after 12/31/99 who receive Special Disability Benefits will receive Sick Leave Payoff after 10 years of service, as agreed to on 12-7-99 in the SLOCEA amendment to the 1995-2000 MOU.

40.1.4 Except as is otherwise specifically provided in this Article, the provisions of County Ordinance Code Sections 2.44.050, Vacations, and 2.44.060, Sick leave, shall govern all matters relating to vacation or sick leave.

41. SICK LEAVE HOURS EXCHANGE FOR VACATION HOURS

41.1 The County and SLOCPPOA agree:

41.1.1 Employees who have more than 14 years of service with the County as a permanent employee shall be entitled to exchange two hours of sick leave for one hour of vacation. The maximum number hours that can be exchanged during a calendar year shall be 80 sick leave hours for 40 vacation hours. Provided however, such employees must maintain a minimum balance of 30 days of sick leave, and shall only be permitted to exchange those sick leave hours over the required thirty day sick leave balance.

41.1.2 Except as otherwise specifically provided in this Article, the provisions of County Ordinance Code Sections 2.44.050, Vacations, and 2.44.060, Sick leave, shall govern all matters relating to vacation and sick leave. Additionally, Article 19, Vacation Time, of this agreement, shall apply with respect to maximum number of hours of accrued vacation privilege hours.

42. SLOCPPOA GRIEVANCE RESOLUTION

Both parties agree that:

42.1 SLOCPPOA for itself alone may grieve incidents involving the following contract items:

- 42.1.1** Article 4 Renegotiation
- 42.1.2** Article 37 SLOCPPOA Rights
- 42.1.3** Article 44 Use of County Facilities
- 42.1.4** Article 45 Association Security - Dues Deduction
- 42.1.5** Article 48 Full Understanding, Modification, Waiver
- 42.1.6** Article 49 Concerted Activities
- 42.1.7** Article 50 Implementation and Effect
- 42.1.8** Article 51 Savings Provisions

42.2 The grievance procedure is as follows:

42.2.1 Within five calendar days following the incident which caused or led to a problem, SLOCPPOA will apply to the Human Resources Director for relief.

42.2.2 The Director shall meet with SLOCPPOA and such other persons as deemed necessary in an attempt to resolve the problem.

42.2.3 Should SLOCPPOA be unable to obtain satisfactory relief, it may further appeal to the Board of Supervisors.

42.2.4 Within 10 calendar days after receipt of the decision of the Human Resources Director, SLOCPPOA's written appeal shall be submitted to the County Administrative Officer or his/her designee for submission to the Board of Supervisors. The Board of Supervisors may hear the appeal or by resolution, board order, or ordinance, refer all grievances submitted to them to such other person or body as they deem necessary for hearing. The Board of Supervisors shall further determine whether or not the decision reached by such other person or body shall be final and binding or advisory in nature. The Board of Supervisors' decision shall be final and binding in all cases.

42.2.5 SLOCPPOA agrees that this Article gives it no rights under Civil Service Ordinance or Rules.

43. EMPLOYEE SAFETY

43.1 The County and SLOCPPOA agree to abide by all provisions of the California Plan approved in accordance with the provisions of the Federal Occupational Safety & Health Act of 1970, and any applicable legislation as may be passed by the State of California to implement that Plan. To ensure compliance, parties agree that:

43.1.1 The County of San Luis Obispo shall:

43.1.1.1 Furnish to all employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to our employees [Occupational Safety and Health Act 5(a)(1)],

43.1.1.2 Pursuant to California Labor Code section 6401.7(a)(6) implement policies and procedures to ensure that employees comply with safe and healthy work practices.

43.1.2 Each employee shall:

43.1.2.1 Comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to the Occupational Safety and Health Act, California's SB 198, and California Labor Code which are applicable to his/her own actions and conduct.

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

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

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

43.3 The County and the Association agree to meet and confer over any recommended stipend payment program for employees who are designated as departmental representatives to the Safety Commission pursuant to County Ordinance Code Section 2.28.010 (a), Creation.

44. USE OF COUNTY FACILITIES

44.1 County agrees that SLOCPPOA shall continue to have the right to use:

44.1.1 County bulletin board space allocated for reasonable SLOCPPOA literature and notices at the various work sites, providing that no such facilities shall be utilized to defame, ridicule or harass County employees, its agents, or the public. Management reserves the right to remove any offensive material, but in so doing shall notify SLOCPPOA and/or the County's Employee Relations Representative who shall then notify SLOCPPOA's office.

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

45. ASSOCIATION SECURITY - DUES DEDUCTION

45.1 The County agrees to automatic payroll deduction of SLOCPPOA dues and additionally agrees to automatic deduction for SLOCPPOA premiums which are not duplicative of or competitive with the County insurance plans for which the members of said unit are eligible. Such deductions shall become effective with the start of the first payroll period after receipt of the appropriate written and voluntary employee authorization form signed by the employee. County further agrees to issue a monthly check, payable to SLOCPPOA, for the total amount of the individual deductions for dues.

45.2 Employees seeking to begin or cancel Association monthly SLOCPPOA dues deductions must do so through the Association. The Association shall notify the County of the amount of monthly dues to be deducted from each employee's payroll and forwarded to the Association. If there is an employee dispute regarding the authorization of such dues, the Association shall provide the County with a copy of the individual authorization form upon the County's request.

45.3 To the extent the information is available, the County will provide the Association the name, job title, department, work location, work and personal telephone numbers, home address, and personal email address of all new hires covered by this Agreement within 30 days of hire or by the first pay period of the month following hire. Upon request by the Association, the County will provide a periodic updated list of all employees covered by the Agreement, which will include the information listed in this paragraph.

45.4 SLOCPPOA 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.

46. SPECIAL DISABILITY BENEFITS, PROBATION

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

47. CANINE PAY

47.1 Canine Care Pay

47.1.1 An employee who is assigned a County canine by the Chief Probation Officer and who boards the canine at their home shall be paid seven (7) hours per week at the rate of \$22.50/hour (\$15/hour at time and a half) for all time the employee spends outside of regular work hours on the care of the assigned canine.

47.1.2 Compensable canine care activities include feeding, grooming, exercising, cleaning up, and obtaining regular veterinarian services, and generally does not include other time spent with the caning (e.g. normal commute time, etc.). Employees subject to this provision shall not receive on-call pay or call back pay for any time spent in the regular care of the assigned caning. The residence of the employee assigned a County caning shall not constitute as the employee's work location.

47.1.3 The parties estimate that the employees spend seven (7) hours per week outside the regular work hours on regular compensable caning care activities. The parties further agree that any time spent in excess of such time is generally not reasonably necessary and must be authorized by a supervisor. The care and maintenance pay are full compensation for any and all regular caning care activities outside of regular work hours that may have occurred, may occur in the future, and may be compensable under the Fair Labor Standards Act.

47.2 Canine Specialty Assignment Pay

47.2.1 An employee assigned a County canine by the Chief Probation officer shall receive a monthly stipend of \$200, in addition to the Canine Care Pay in 45.1.1 above.

48. 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.

Unless otherwise specifically set forth herein, 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, 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 SLOCPPOA.

The waiver or 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.

49. CONCERTED ACTIVITIES

49.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the County by SLOCPPOA 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.

49.2 SLOCPPOA 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 SLOCPPOA, SLOCPPOA agrees in good faith to take all necessary steps to cause those employees to cease such action.

49.3 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the County.

50. IMPLEMENTATION AND EFFECT


This Memorandum of Understanding constitutes a mutual recommendation to be submitted to the County Board of Supervisors on July 9, 2024. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until said Board of Supervisors acts formally to approve said Memorandum of Understanding.

51. SAVINGS PROVISION

If any provisions of this Agreement are expressly superseded by a state or federal enactment, or 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 shall be deemed severable from all other sections hereof; but all other provisions will continue in full force and effect. Upon such severance, at the request of either party, the parties shall meet and confer as soon as possible in a good faith effort to create a substitute agreement for those provisions superseded or held contrary to law.


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

For the County:


Jamie Russell,
Management Representative

Dated: 6/27/24

For SLOCPPOA:


ROBERT MACIAS FOR:-
Noah Arnold
President of SLOCPPOA

Dated: 6/27/24

APPROVED AS TO FORM AND LEGAL EFFECT

RITA M. NEAL
County Counsel

By: 
Jenna Morton
Chief Deputy

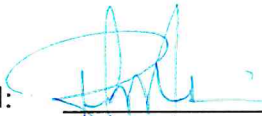
Dated: 6/27/24

**SIDE LETTER TO THE 2024-2026 MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SAN LUIS OBISPO
AND THE SAN LUIS OBISPO COUNTY PROBATION PEACE OFFICERS ASSOCIATION,
PROBATION 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 that otherwise would have been required under 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 the minimum monthly PEMHCA employer contribution as determined annually by CalPERS.

DATED: 6/27/24

So Agreed: 
For SLOCPOA


For the County

APPROVED TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: 
Jenna Morton, Chief Deputy County Counsel

Dated: 6/27/24