MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SAN LUIS OBISPO
AND THE SAN LUIS OBISPO COUNTY EMPLOYEES' ASSOCIATION
SUPERVISORY UNIT (BU05)
2019-2022

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BETWEEN THE COUNTY OF SAN LUIS OBISPO
AND THE SAN LUIS OBISPO COUNTY EMPLOYEES' ASSOCIATION
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1. INTRODUCTION

1.1 Designation of the Parties

1.1.1 This Memorandum of Understanding (hereinafter "MOU" or "Agreement") is entered into as of July 1, 2019 by and between the County of San Luis Obispo (hereinafter "County"), and the San Luis Obispo County Employees' Association (hereinafter "SLOCEA" or "Association").

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

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

1.1.2.2 SLOCEA's principal authorized agent shall be SLOCEA's General Manager or his/her duly authorized representative (address: 1035 Walnut Street, San Luis Obispo, CA 93401; Telephone: [805] 543-2021).

2. TERM

The County and SLOCEA agree that the term of this Agreement commences on July 1, 2019, except as otherwise set forth in any other Article of this Agreement, and expires and is otherwise fully terminated at midnight on June 30, 2022.

3. RECOGNITION

3.1 Exclusive Representative

3.1.1 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 Employees' Association as the exclusive representative of the employees in the Supervisory Unit (BU05).

3.1.2 The Association shall continue to retain, (1) its articles of incorporation dated November 2, 1969, (2) its by-laws dated October 13, 1971, and (3) its local autonomy and control over its (a) operations, (b) power to make and enforce contracts with the County,

and (c) performance of its contractual and representational obligations with the County and its employees.

3.1.3 The term "employee" or "employees" as used herein shall refer to those persons in the Supervisory Unit (BU05) occupying positions in the attached list of classifications (Appendix "A") and not otherwise designated as confidential, which are allocated as permanent full-time or permanent part-time, working 12 months per year, normally working 40 hours or more per pay period. 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 Successor Agreement Negotiations

4.1.1 The parties shall commence negotiations by March 1 of the final year of this Agreement.

4.1.2 Employees who serve as designated members of the Association Negotiating Team shall be allowed reasonable use of County time when meeting and conferring with the County on successor memoranda of understanding, for other negotiating sessions, and for other formal meetings regarding matters within the scope of representation.

5. COUNTY RIGHTS AND RESPONSIBILITIES

5.1 Employer Rights

5.1.1 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:

5.1.1.1 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 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.

5.1.2 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 SLOCEA upon request in regard to any proposed subcontracting of services which would result in the elimination of unit members' jobs.

6. WORK SCHEDULES

6.1 Work Schedule Policies

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

6.1.1.1 Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies, employee's work schedules shall not be changed without 24-hour prior notice, provided that notice of a decision to terminate a previously approved alternative work schedule shall be consistent with Article 6.1.1.5 below. Emergencies can be declared by the County and may be countywide or by specific work location. Once an emergency is declared, County has the right to release employees from employment, reschedule their remaining weekly work schedule or retain anyone needed for emergency services, assistance, etc. If not rescheduled, employees released from employment will be released with pay for the remainder of the day, subject to recall at any time during their normal work hours. If recalled during their normal work hours, employees will not be eligible for Call Back Pay or Standby Pay.

6.1.1.2 Thereafter, if the emergency continues and employees are not rescheduled, employees released from employment have the right, except for accrued sick leave, to use accrued paid leave time or leave without pay for hours that they were released from employment. Released employees will not be allowed to code sick leave, voluntary time off (VTO), or regular work codes. However, if employee has no leave balances, then employee shall be permitted to request VTO. Previously approved sick leave and VTO time shall be permitted. Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week. Nothing herein shall be construed to modify whatsoever a workday or work week as defined by the County.

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

6.1.1.4 The County shall determine work schedules including regular starting and quitting times.

6.1.1.5 Alternative work schedules (including flexible work week arrangements) may be established by the departments in accordance with the County's Alternative Work Schedule Policy adopted by the Board of Supervisors on April 20, 2010 as that

Policy may be modified or changed in the future after meeting and conferring as required by law.

6.1.1.5.1 Alternative Work Schedules established for specific employees by mutual agreement, pursuant to the Alternative Work Schedule Policy, may subsequently be terminated at the sole discretion of the Department Head. Except for emergencies, both the impacted employee and SLOCEA shall be notified at least fourteen (14) days' in advance of any such termination; upon request, the Department Head or his/her designee will meet with SLOCEA and the employee to explain and discuss the basis for the decision. Absent mutual agreement to the contrary, any employee who's previously assigned alternative work schedule is terminated shall be returned to a standard work schedule.

6.1.1.5.2 In the event that a Department offering alternative work schedules contemplates eliminating all such alternative work schedules, or any category of alternative work schedules (e.g., all 4/10 schedules) on a Department-wide basis, it will notify all impacted employees and SLOCEA at least thirty (30) days in advance of the proposed change. Upon request, the County shall meet with SLOCEA during the thirty (30) day notice period only to confer in good faith regarding the proposed decision and/or its negotiable impacts. Absent mutual agreement to the contrary, however, the County shall retain the discretion to impose the decision at the end of said thirty (30) day notice period. Impact negotiations may continue beyond the thirty (30) day notice period, but such ongoing negotiations shall not bar the County from imposing the change itself once the notice period is complete.

6.1.1.5.3 This section shall not be interpreted to prevent Department management and individual employees who are assigned to alternative work schedules from discussing the continued appropriateness of, or potential modifications to, any previously established alternative work schedule arrangement, nor shall it prevent any employee from requesting and the Department mutually agreeing to the establishment, modification, or termination of any alternative work schedule consistent with the provisions of the Alternative Work Schedule Policy.

6.1.1.5.4 The parties agree that good faith compliance with the procedures and timelines set forth within this Article 6.1.1.5 shall fully satisfy all County obligations relating to the termination of alternative work schedules. Except as so agreed, nothing in this Article shall be construed as a waiver by SLOCEA of any right under the Meyers-Milias-Brown Act (MMBA), PERB Regulation, or PERB or court precedent.

7. WORK LOCATION

7.1 Work Location Policies

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

7.1.1.1 Except in cases of emergencies, employees will not be reassigned from their designated normal work location without prior notice. If the reassignment is intended as a permanent change, management shall give the employee at least one week's advance notice. The designated normal work location(s) is/are the regular work location(s) as assigned by management. Said notice provision may be waived by written agreement of the employee.

7.1.2 The parties agree that the following shall apply to employees on temporary assignment to another location:

7.1.2.1 Mileage reimbursements for temporary work assignments will be in accordance with the County's Travel Policy.

7.1.2.2 Employees who normally car pool or use alternative transportation will be entitled to receive mileage reimbursement as stated in 7.1.2.1 above, for those days that they are required to report to a temporary work location.

7.1.2.3 Employees on a temporary return to work assignment will not receive a mileage reimbursement.

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

7.1.2.5 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 2019-20 Salary Adjustment

8.1.1 Effective the start of the pay period following Board of Supervisors' approval of this Agreement, wages shall be increased by 3.0% for all classifications in this unit, shown in Appendix A.

8.1.2 To address market competitiveness and job family alignment issues for classifications identified to be below market in base wages, the salary ranges of the classifications shown in Appendix A shall be increased as shown in Appendix A. These increases shall be in addition to and separate from the increases provided in section 8.1.1 above and shall be effective the start of the pay period following Board of Supervisors' approval of this Agreement.

8.1.3 Effective the start of the pay period following Board of Supervisors' approval of this Agreement, all unit members shall receive a one-time payment of $500.

8.2 Fiscal Year 2020-21 Salary Adjustment

8.2.1 Effective the start of the pay period that includes July 1, 2020, wages shall be increased by 2.0% for all classifications in this unit, shown in Appendix A.

8.3 Fiscal Year 2021-22 Salary Adjustment

8.3.1 Effective the start of the pay period that includes July 1, 2021, wages shall be increased by 2.0% for all classifications in this unit, shown in Appendix A.

8.4 Compliance with Prevailing Wage Ordinance

8.4.1 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)."

8.5 Eligibility

8.5.1 The parties agree that any wage increases are negotiated for the benefit of those persons who remain in County employment and are not intended to apply to former employees who leave County employment on or prior to the effective dates for implementation of its various provisions (See Article 60, IMPLEMENTATION AND EFFECT).

9. RETIREMENT CONTRIBUTION

9.1 Employee contributions and County Contributions (Appropriations)

9.1.1 Unit employees and the County shall split future pension contribution increases adopted by the Board of Supervisors 50/50 unless modified. For the term of this Agreement only, unit members' fifty percent (50%) share of any pension increases shall not exceed a total of 3%. Any increases above the aforementioned 3% will be a subject of negotiations in determining the employees' share of pension increases in subsequent years.

9.1.2 County will continue the Employer Paid Member Contributions (EPMC) for a portion of the Tier 1 and Tier 2 employee Pension Trust contribution on behalf of all employees within the SLOCEA unit of representation covered in this MOU. Such EPMC shall be eight and seventy five hundredths percent (8.75%) of pensionable wages.

9.1.2.1 For "new members," as defined by the Public Employees' Pension Reform Act (PEPRA), beginning the pay period that includes July 1, 2013, the County shall discontinue the eight and seventy five hundredths percent (8.75%) EPMC of the employees' contribution to the Pension Trust. "New members" on or after the pay period that includes July 1, 2013 shall be responsible for the full employee share of pension contributions.

9.1.3 Unit members who are members of the Pension Trust shall not have the 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.

9.1.4 It is further understood and agreed by the parties that the County's EPMC of employees' Pension Trust contributions is based on the applicable provisions of the San Luis Obispo County Employees Retirement Plan and Ordinance, applicable laws, regulations, and rulings including but not limited to, the tax treatment permitted by the California Franchise Tax Board and the Federal Government under the Internal Revenue Code. It is understood that the State Legislature, Congress, and State and Federal agencies may alter the authority for the applicable tax treatment.

9.1.5 SLOCEA 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 <u>Tier 1 Retirement</u>

9.2.1 The County agrees to continue a plan whereby the County will contribute the EPMC amounts specified in Section 9.1.2 and 9.1.3 above, on behalf of the unit members to the Pension Trust. These amounts paid by the County are for a portion of the unit member's contribution and are paid by the County to partially satisfy the employee's obligation to contribute to the County Pension Trust.

9.2.2 Effective the pay period that includes July 1, 2005 the parties agree that "Final Compensation" for miscellaneous members of the Pension Trust from the bargaining unit shall be based upon:

9.2.2.1 The average monthly Compensation Earnable during the consecutive twelve (12) month period of employment immediately preceding the effective date of retirement or the date of last separation from service with the County, or any consecutive 12 month period elected by the employee at or before the time that the employee files an application for retirement; or if the employee fails to elect,

9.2.2.2 During the 12 consecutive months of the employee's highest Compensation Earnable while a member of the Pension Trust.

9.2.3 In exchange employees will assume all identified costs associated for single highest year final compensation

9.2.4 Deferred Retirement Option Program (DROP)

9.2.4.1 Parties agree that SLOCEA Supervisory Unit (BU05) employees are eligible to participate in the voluntary Deferred Retirement Option Program (DROP) pursuant to Article 26 of the Retirement Plan. DROP provides employees who are eligible for retirement to continue to work for the County after entering into Deferred Retirement status during which the employee's Service Retirement Allowance will be paid into a DROP account. It is understood that all provisions of the DROP program must conform

to applicable laws. Modifications to DROP may be necessary to assure compliance with those laws. If modifications are necessary, the County shall notify SLOCEA. Modifications required to conform to applicable laws shall supersede any conflicting provisions in this section. An employee enrolled into DROP retains all rights, privileges and benefits of being an active County employee, except as specifically modified by Article 26 of the Retirement Plan. The employee enrolled in the DROP continues to be eligible for the active employee Cafeteria 125 Plan benefits and is not eligible for retiree health benefits. Under DROP, the employee's individual monthly Service Retirement Allowance and related cost of living adjustments if applicable, along with applicable Additional Contribution Account amounts will be deposited into an account maintained for the employee under the provisions of DROP. The Employee's Service Retirement Allowance shall be calculated on the date that the employee enters DROP and is not recalculated at the time the employee actually terminates permanent employment with the County.

9.2.4.2 Upon entering DROP, the employee's and the employer's contributions to the Retirement Plan cease. A member may enroll in DROP for a period no less than six (6) months and not to exceed sixty (60) months.

9.2.4.3 SLOCEA shall defend, indemnify and save harmless the County of San Luis Obispo and the Pension Trust, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, or liability, including, but not limited to, liability for back taxes, and all claims of any type by the Internal Revenue Service, the California Franchise Tax Board, unit members, or their heirs, successors, or assigns, arising out of this Agreement to implement the Deferred Retirement Option Program (DROP).

9.2.5 The San Luis Obispo County Employees Retirement Plan has been amended to allow for the purchase of Military Service credit. Such purchase shall be allowed at employee expense and at zero County cost.

9.3 Tier 2 Retirement

9.3.1 All County employees hired into the Public Services Unit (BU01), Supervisory Unit (BU05), or the Clerical (BU13) on or after April 17, 2011, and prior to January 1, 2013, will be placed in a lower second tier of retirement benefits in compliance with applicable laws and pension plan provisions. County employees in the Public Services Unit (BU01), Supervisory Unit (BU05), and the Clerical (BU13) hired prior to April 17, 2011 will maintain the current Tier 1 pension plan benefits. Current County employees who promote, transfer, or otherwise change to another bargaining unit in the future will maintain the current Tier 1 pension plan for that new bargaining unit. The second tier pension benefit plan, effective pursuant to Pension Plan amendment on April 17, 2011, is as follows:

9.3.1.1 Retirement formula 2@60;

9.3.1.2 90% benefit cap;

9.3.1.3 2% COLA, no carryover;

9.3.1.4 No deferred retirement option program (DROP);

9.3.1.5 3 year average final compensation;

9.3.1.6 Any pension increases that occur will be covered by the retirement reopener that is included in the existing MOU

9.4 Tier 3 Retirement

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

9.4.1.1 "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 29 of the San Luis Obispo County Retirement Plan, known as Tier 3 for all County employees.

10. RECIPROCAL RETIREMENT BENEFIT

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.

11. DEFERRED COMPENSATION

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

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

12. 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, as may be amended.

13. HEALTH COVERAGE AND OTHER BENEFITS

13.1 General Provisions

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

13.1.2 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.

13.1.3 Effective the pay period including January 1, 2019, for those employees who elected County medical insurance under this section, the County Cafeteria Plan contribution shall be as follows:

13.1.3.1 For employees with employee only medical coverage, the County shall contribute $750.58 per month.

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

13.1.3.3 For employees with employee plus two or more dependents medical coverage, the County shall contribute $1,250 per month.

13.1.4 Effective for the first paycheck in January 2020, or the start of the pay period following Board of Supervisors' approval of this agreement, whichever occurs later, the County Cafeteria Plan contribution shall be as follows:

13.1.4.1 For employees with employee only medical coverage, the County shall contribute $750.58 per month.

13.1.4.2 For employees with employee plus one dependent medical coverage, the County contribution shall be increased by $25 per month for a total contribution of $1,050 per month.

13.1.4.3 For employees with employee plus two or more dependents medical coverage, the County contribution shall be increased by $30 per month for a total contribution of $1,280 per month.

13.1.5 Effective for the first paycheck in January 2021 the County Cafeteria Plan contribution shall be as follows:

13.1.5.1 For employees with employee only medical coverage, the County shall contribute $750.58 per month.

13.1.5.2 For employees with employee plus one dependent medical coverage, the County contribution shall be increased by $25 per month for a total contribution of $1,075 per month.

13.1.5.3 For employees with employee plus two or more dependents medical coverage, the County contribution shall be increased by $30 per month for a total contribution of $1,310 per month.

13.1.6 Effective for the first paycheck period in January 2022 the County Cafeteria Plan contribution shall be as follows:

13.1.6.1 For employees with employee only medical coverage, the County contribution shall increase by $15 per month for a total contribution of $765.58 per month.

13.1.6.2 For employees with employee plus one dependent medical coverage, the County contribution shall be increased by $25 per month for a total contribution of $1,100 per month.

13.1.6.3 For employees with employee plus two or more dependents medical coverage, the County contribution shall be increased by $30 per month for a total contribution of $1,340 per month.

13.1.7 For those active employees who opt out of County sponsored medical insurance, the County shall contribute only those amounts specified in section 13.2.

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

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

Employees will be enrolled in one of the medical plans offered by the County, unless they opt out of participation following submission of proof of alternative medical insurance coverage and maintain such coverage during the opt out period. All employees are required to participate in employee-only vision and dental.

13.2.1.1 Employees who opt out of participation on or after January 1, 2017 shall be required to submit proof of alternative group medical insurance coverage and maintain such coverage during the opt out period.

13.2.2 For employees hired on or after February 15, 2015 the cash out option will no longer be available for employees who elect to opt out of a County sponsored medical plan. These employees shall be eligible for the benefits specified in section 13.2.3.2 below.

13.2.3 For employees hired before February 15, 2015 the cash out option will be eliminated January 1, 2016, as set out by the following:

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

13.2.3.1.1 The County will pay $631.58 per month to each employee who elects to "opt out" of a County-sponsored medical plan.

13.2.3.1.2 The employee will receive the amount specified in 13.3.3.1.1 for as long as the employee continually elects to opt out after January 1, 2016.

13.2.3.1.3 If employee who has opted out later elects to enroll in a County-sponsored medical plan, provisions in section 13.1 shall apply.

13.2.3.2 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:

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

13.2.3.2.2 Employees shall not receive the cash out payment specified in section 13.3.3.1.

13.2.3.2.3 If employee who has opted out later elects to enroll in a County-sponsored medical plan, provisions in section 13.1 shall apply.

13.2.4 SLOCEA will work collaboratively with the County through the Health Care Committee to develop health insurance options for employees with the goal of broadening health care options available to employees.

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

13.3.1 The parties agree that the current Cafeteria Plan requires that County benefit contributions be spent in the following order: employee-only vision; dependent vision, if any; employee-only dental; dependent dental, if any; employee-only medical insurance (except as otherwise noted in Section 13.2), and dependent medical, if any. The County's obligation to make these contributions shall not exceed the total Cafeteria Plan contributions in Section 13.1.

13.3.2 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.

13.4 <u>Health Savings Account (HSA)</u>

13.4.1 Effective the first paycheck of January 2022, for employees who elect to enroll in a High Deductible Health Plan (HDHP), the County shall provide a Health Savings Account (HSA) match of one dollar for every one dollar contributed by the employee, up to an annual maximum County contribution of $750 per employee.

13.5 <u>Health Plan Committee</u>

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

13.6 Pro-ration of Benefits

13.6.1 Part-time employees hired after December 14, 2004, 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 Section13.1, 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.

13.6.2 Employees employed with the County on or before December 14, 2004, 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 13.1.

13.6.3 Any current employee employed with the County on or before December 14, 2004, that separates from County employment due to layoff, who is subsequently reinstated or reemployed pursuant to Civil Service Rules, will resume receiving the full Cafeteria Plan contribution as specified in Section 13.1 of this Agreement.

13.7 Voluntary Employee Beneficiary Association (VEBA)

13.7.1 The County will contribute $50 per month, per employee on the second pay period of each month to the employee's Universal Voluntary Employee Beneficiary Association (VEBA) account, also referred to as PEHP (Post Employment Health Plan).

13.7.2 SLOCEA agrees to program guidelines developed by the County. The County has the right to continue, modify or replace this plan subject to any required meeting and conferring pursuant to Gov. Code Section 3504.

14. EVENING AND NIGHT DIFFERENTIAL

14.1 Rates and Eligibility

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

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

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

14.1.1.3 Unit members whose shift ends on or after 10:00 p.m. shall be paid the evening differential for each hour worked between 3:00 p.m. and 11:00 p.m. in the amount of five percent (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 night differential of ten percent (10%).

14.1.2 Unit members, who are approved by their department to work an alternative schedule (e.g., 4/10 work schedule or 9/80 work schedule), shall not be entitled to these differentials for those hours that overlap with differential hours. Hours assigned outside their approved alternate schedule will be eligible for shift differential.

14.1.3 Unit members who modify their start and end time of their regularly scheduled shift with prior approval for personal reasons shall not be entitled to these differentials.

14.1.4 For nurses assigned to 12 hour shifts, the parties agree to the following:

14.1.4.1 Nurses assigned to 12 hour shifts will be paid the appropriate shift differential for each individual hour worked during the eligible time periods specified below:

14.1.4.1.1 Evening differential hours are from 3:00 p.m. to 11:00 p.m. and are paid an hourly differential for each hour worked in the amount of five percent (5%) of the employee's hourly base rate of pay computed to the closest unit factor.

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

14.1.5 Differential pay provided in this Agreement will be added to an employee's regular rate as defined by the FLSA for compensating overtime payment only as provided in this Agreement or required by law.

15. HOUSING AGREEMENT

15.1 Designations and Rent Schedule

15.1.1 All residences designated by the County for occupancy on County-owned or operated property shall be assigned by management to one of the following categories:

1. Required
2. Mutual Benefit
3. Convenience

15.1.2 The County reserves the right to periodically re-evaluate each site as to the appropriate category at a minimum of one time per fiscal year. A 30-day notice will be given to the employee and SLOCEA of a change in category.

15.1.3 Each residence so designated shall be adjusted each July 1st to determine a fair market rate. The fair market rate shall be determined using the 2000 rates as the base rates. The current rates shall be adjusted by utilizing the May to May annual average change in the C.P.I. (U.S. City Average Housing - All Urban Consumers). Rental amount shall be rounded to the nearest $5.00.

15.1.4 A "utility factor" shall be determined each July 1st by the County using the 2000 rates as the base rates. The current rates shall be adjusted by utilizing the May to May annual average change in the C.P.I. (U.S. City Average All Items Index - All Urban Consumers). The base year utility factor is one hundred and thirty-four dollars ($134.00) per month for each residence which shall be paid by the employee/resident to the County.

15.1.5 The County shall provide at least one telephone line to each property for County business. Any costs incurred by the employee on that telephone line above the required County use shall be reimbursed to the County by the employee.

15.1.6 In addition to monthly utility payments in accordance with 15.1.4, employees using County-provided residences or mobile home pads shall pay rent in accordance with the following schedule of payments:

Category	
Required	10% of rental
Mutual Benefit	50% of rental
Convenience	80% of rental

	LOCATION	TYPE	CATEGORY	RENTAL FY2019-20
1	Lopez Lake, SLO Co Flood Control & Water Conservation	(2) 24' x 56' Mobile Homes (12/1/93 Installed)	Required	$1,490 ea
2	Salinas Dam Booster	3 BR, 2 BA 34' x 56' Mobile Home (Installed 6/98)	Required	$1,665
3	Salinas Dam Booster	3 BR, 2 BA 26' x 66' Mobile Home (Installed 2/97)	Required	$1,500
4	Salinas Dam	3 BR 2 BA Mobile Home (Installed 1988-89)	Required	$1,490
5	Lopez Recreation Area	2 BR 2 BA Mobile Home (Installed 2008)	Required	$1,240
6	Lopez Recreation Area – Camp French	2 BR, 2 BA Mobile Home	Required	$1,140
7	Santa Margarita Lake	3 BR 2 BA Mobile Home (Installed January 2002)	Required	$1,620

8	Oceano Airport	2 BR 1 BA House	Required	$1,260

15.1.7 Rental rates shall be adjusted in accordance with Article 15.1.3 at the start of each fiscal year.

15.1.8 In addition to the monthly rental cost assigned to each housing unit shall be added the annual Possessory Interest Tax for the property divided by twelve. The employee's obligation shall continue to be prorated according to Section 15.1.6 above.

16. SICK LEAVE

16.1 County Code Reference and Exceptions

16.1.1 The parties agree that the County Code Section 2.44.060 shall apply to matters relating to sick leave. The applicable provision of the County Code is as follows:

16.1.1.1 All permanent full-time employees, excluding elected officials, shall be entitled to accrue sick leave based on service at the rate of one working day with pay for each month of service, provided, that permanent part-time employees shall earn and use sick leave on the same pro rata basis as their part-time schedule bears to a full-time work schedule. A working day shall consist of eight hours, or an amount proportional to part-time status.

16.1.1.2 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.

16.1.1.3 For purposes of payment, total rate of pay shall be defined as salary determined by the step at which the employee is appointed in the salary range for the class to which the employee's position is assigned.

16.1.1.4 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 employee's absence during the time for which sick leave is or was requested. No paid sick leave shall be granted an employee because of illness or death of a relative of the first degree, domestic partner of the 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.

16.1.1.5 A relative of the first degree means spouse, parent, child, sister, brother, grandparent and grandchild and the corresponding relative by affinity. "Child" is further defined to include biological, foster, adopted, and stepchild, a legal ward, a

child of the employee's domestic partner or a child of an employee or domestic partner standing in loco parentis.

16.1.1.6 In the event an employee is absent due to a county-service-connected disability for which he/she is receiving disability indemnity payments under the workers' compensation provisions of the Labor Code, he/she may use his/her accumulated sick leave only to such an extent as will result in a combined monthly income from sick leave pay and indemnity payments which will be no greater than his/her regular salary for a like period of time until all classes of his/her accumulated leave are exhausted, or his/her disability indemnity payments are discontinued. Accumulated leave balances will be charged according to the specifications set forth in Sections 2.44.090(a), (b), (c) and (d).

16.1.1.7 The personnel department shall maintain complete and current records of such sick leave and vacation time accumulated and taken by each employee. It shall be the duty of each department head, the Human Resources Director and the auditor to enforce the provisions of this section.

16.1.1.8 Time taken off for cause other than those mentioned in subsections (a) through (c) of this section, Sections 2.44.030 or 2.44.050, or otherwise authorized by law, shall be deducted from the employee's salary on the basis provided in Section 2.48.050.

16.1.1.9 Sick leave shall not be used in lieu of or in addition to vacation leave.

16.1.1.10 No employee shall be entitled to sick leave while absent from duty on account of any of the following causes:

1. Disability arising from any sickness or injury purposely self-inflicted or caused by his/her willful misconduct;
2. Sickness or disability sustained while on unpaid leave of absence.

16.1.1.11 A permanent employee who has worked for the County five years or less from the date of hire, shall abrogate all sick leave accumulated to the date of termination and the employee shall not be compensated in any way for such sick leave. Upon termination of an employee who has worked more than five years from the date of hire with the county as a permanent employee, such employee shall be entitled to receive payment for one-half of his or her accrued sick leave to a maximum of one-half of one hundred eighty days at the employee's rate of pay as of the date of termination; provided, that in the event of disciplinary suspension, or termination by dismissal or other disciplinary action, the employee shall not be entitled to any payment for any accrued sick leave. Administrative provisions governing the payment of such sick leave may be adopted pursuant to Board of Supervisors approved resolution.

16.1.1.12 Pursuant to Board of Supervisors approved memorandum of understanding or resolution, permanent employees shall be entitled to exchange sick leave hours for vacation.

16.1.1.13 In the event an employee is absent due to a disability for which he/she is receiving disability insurance payments from the State Disability Insurance Program (SDI) he/she may use his/her accumulated sick leave only to such an extent as provided for in a current memorandum of understanding or Board of Supervisors resolution covering the coordination of SDI benefit payments with payment for leave balances. Accumulated leave balances will be charged according to the specifications set forth in Section 2.44.090 (a), (b), (c) and (d).

16.1.1.14 Employees, laid off because of a reduction in force, shall not be entitled to payment for accrued sick leave unless such employee forgoes placement on the reemployment list, or until such time as the employee is removed from the reemployment list.

16.1.2 As an exception to County Code Section 2.44.060 as referenced above, the following provision shall apply:

1. Accrual of sick leave shall be limited to two hundred and sixty (260) working days.
2. Sick leave with pay shall only be granted upon the approval of the department head, or designee, 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 employee's absence during the time for which sick leave is or was requested. No paid sick leave shall be granted an employee because of illness or death of a relative of the first degree, domestic partner of the employee or child of such domestic partner, in excess of the time granted by State and/or Federal law, for the death of such relative or partner, or any one occurrence of illness of such relative or partner.
3. A permanent employee who has worked for the County five years or less from the date of hire, shall abrogate all sick leave accumulated to the date of termination and the employee shall not be compensated in any way for such sick leave. Upon termination of an employee who has worked more than five years from the date of hire with the county as a permanent employee, such employee shall be entitled to receive payment for one-half of his or her accrued sick leave to a maximum of one-half of one hundred eighty days at the employee's rate of pay as of the date of termination; provided, that in the event of termination by dismissal the employee shall not be entitled to any payment for any accrued sick leave. Administrative provisions governing the payment of such sick leave may be adopted pursuant to Board of Supervisors approved resolution.
4. Employees, laid off because of a reduction in force, shall be entitled to payment for accrued sick leave.

16.1.3 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.

17. ANNUAL LEAVE PROGRAM

17.1 County Code Reference and Exceptions

17.1.1 The parties agree that the County Code Section 2.44.070 shall apply to matters relating to the annual leave program. The applicable provision of the County Code is as follows:

17.1.1.1 The total number of annual leave days which may be accrued at any time during a calendar year shall be limited by a Board of Supervisors memorandum of understanding or by Board of Supervisors resolution.

17.1.1.2 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 this section occur.

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

17.1.1.4 Employees eligible to participate are those employed at: mental health (in-patient), sheriff's department, juvenile services center, airport security, and Lopez Lake.

17.1.1.5 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 the date of discharge at his/her 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 the accrual maximum.

17.1.2 As an exception to County Code Section 2.44.070 as referenced above, the following provisions shall apply:

1. The total number of annual leave hours which may be accrued at any time is ninety-six hours (12 days).
2. Accrued annual leave is not required to be utilized prior to vacation balances.
3. Employees eligible to participate are those who work in any of the twenty-four-hour facilities or who work in a seven-day per week work function.

4. 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.

17.1.3 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.

18. COUNTY USE OF PERSONAL CELL PHONES

18.1 Unit employees may decline to use their personal cell phones 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.

18.2 Compensation for Unit employees, 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.

19. STATE DISABILITY INSURANCE (SDI)

19.1 Coordination of Benefits.

19.1.1 The parties agree that 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).

19.1.2 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%).

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

20. REOPENER

Notwithstanding the provisions of Article 58, 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.

21. PAY ON PROMOTION

21.1 County Code Reference

21.1.1 The parties agree that the County Code Section 2.48.030 shall apply to matters relating to pay on promotion. The applicable provision of the County Code is as follows:

21.1.1.1 Except as provided in Sections 2.48.034 and 2.48.060, all officers or employees of the County who by resolution of the Board of Supervisors are designated as non-management when entering the employ of the County shall be paid at the first step of the salary range established for their classification. Salary step increases, as provided for in this section, are not automatic, but based on satisfactory performance and service. Service shall mean all paid hours in a permanent position. Such employees shall be placed on the step and qualify for increase in compensation or advancement to the next higher step of the pay ranges in the following manner:

1. Employees may qualify for advancement to the second step after completion of the equivalent of six months' full-time service upon the recommendation of the department head and approval of the county Human Resources Director. Full-time service means the equivalent of two thousand eighty hours of paid time.
2. Employees may qualify for advancement to the third step after the completion of the equivalent of one year of full-time service in step two upon recommendation of the department head and approval by the county Human Resources Director.
3. Employees may qualify for advancement to the fourth step after the completion of the equivalent of one year of full-time service at the third step upon recommendation of the department head and approval by the county Human Resources Director.
4. Employees may qualify for advancement to the fifth step after completion of the equivalent of one year of full-time service in step four upon recommendation of the department head and approval by the county Human Resources Director.
5. Subject to the provisions contained in subsection (f) of this section, a report verifying satisfactory performance of each employee recommended for advancement shall be submitted to the county Human Resources Director prior to final action on such recommendation.

21.1.1.2 For the purpose of determining eligibility for step advancement for non-management employees, the anniversary date shall be as follows:

1. For employees entering the county service who are appointed to a permanent position at the first step, the anniversary date shall be the day following the completion of the equivalent of six months of full-time service at such step.

2. For employees entering the county service who are appointed to a permanent position at a step other than the first step, the anniversary date shall be the day following the completion of the equivalent of one year of full-time service at such step.
3. For employees who have completed the equivalent of six months' full-time service at the first step and are thereafter compensated at a step other than the first step, the anniversary date shall be the date following the completion of the equivalent of one year of full-time service at the higher step.

21.1.1.3 Any non-management employee who is promoted to a classification with a higher pay range shall be placed on the step of the range allocated to the new classification which would grant such employee an increase in pay nearest to five percent but not less than four percent over the pay previously received by the employee; provided, however, the increase may exceed five percent at the discretion of the department head, if approved by the county administrative officer, and that such increase shall not exceed the top step of the range allocated to the new classification. Such action shall require the county Human Resources Director to establish a new anniversary date in accordance with the following criteria:

1. For employees who are promoted to a permanent position and are placed at the first step of the salary range, the anniversary date shall be the date following the completion of the equivalent of six months of full-time service at such step.
2. For employees who are promoted to a permanent position and placed at a step other than the first step, the anniversary date shall be the day following the completion of the equivalent of one year of full-time service at such step.

21.1.1.4 Any non-management employee who is demoted or who voluntarily reduces to a classification with a lower salary range, or who is reemployed, shall be placed upon such step in the new range as may be recommended by his/her department head and approved by the county Human Resources Director. Except for a voluntary reduction to a class which the employee has not held in permanent status, such step shall not be lower than the corresponding step of his/her old salary range.

21.1.1.5 When, as a result of a reclassification study, the salary of the new class of non-management employee is lower at the maximum, the incumbent shall continue to receive a salary no less than previously received, and shall be placed on the step in the new class which has a salary closest to but not more than that received in the old class, and shall be eligible for a step increase in compensation after the next anniversary date; provided, however, that the increase shall not exceed the top of the range of the new class. Reclassification shall not change an employee's anniversary date.

21.1.1.6 At least thirty days before the anniversary date of each non-management employee, the county personnel director shall transmit to the appropriate department head a notice of the date upon which the affected employee will become eligible for a step increase. Any step increase recommendation shall be submitted by the department head to the county Human Resources Director together with the required performance evaluation report for the affected employee prior to the employee's anniversary date.

21.1.1.7 Should the administrative processing of the employee step increase recommendation be delayed through no fault of the employee, the county Human Resources Director, upon request of the department head and/or employee, may authorize the step increase effective the date the employee would otherwise have received the step increase but for the administrative delay. Except as provided in this section, retroactive step increases are prohibited.

21.1.2 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.

22. VACATION TIME

22.1 County Code Reference and Exceptions

22.1.1 The parties agree that the County Code Section 2.44.050 shall apply to matters relating to vacation time. The applicable provision of the County Code is as follows:

22.1.1.1 All permanent full-time employees, excluding elected officials, shall be entitled to accrue vacation based on service; provided, that permanent part-time employees shall earn and use vacation on the same pro rata basis as their part-time schedule bears to a full-time work schedule. Vacation time shall be accrued and taken in the manner provided in this section.

22.1.1.2 For purposes of accrual, service shall be defined as all regular paid work time, all paid leave time and all paid special disability (injured-on-duty) time as provided in Section 2.44.065. A working day shall consist of eight hours, or an amount proportional to part-time status.

22.1.1.3 Vacation time shall be accrued for all permanent employees in the following manner:

1. From the date of employment to the completion of the fourth year at the rate of five-sixths working day per month;
2. From the start of the fifth year of service to the completion of the ninth year at the rate of one and one-fourth working days per month;
3. After the completion of the ninth year, vacation time shall be accrued at the rate of one and two-thirds working days per month;

4. Pursuant to Board of Supervisors approved memorandum of understanding or resolution, employees are eligible to exchange sick leave hours for vacation hours based on hire date.

22.1.1.4 The total number of vacation days which may be accrued at any time during a calendar year shall be limited by a Board of Supervisors memorandum of understanding or by Board of Supervisors resolution.

22.1.1.5 Vacations shall be taken in the following manner:

1. No vacation privilege shall be accrued or granted until after completion of an employee's first probationary period;
2. All vacations shall be taken at such time or times during the year as may be approved by the heads of the departments in the best interests of the county service;
3. It is the intent of this section that all employees be granted an annual vacation consistent with the provisions of subsections (c) and (d) of this section.

22.1.1.6 Any permanent employee who after completion of his/her first probationary period terminates, or is discharged from county service for cause, shall receive payment for the unused portion of the vacation privilege accumulated up to the date of discharge at his/her rate of pay on the date of discharge; provided, however, that no payment shall be made for any vacation privilege in excess of the accrual maximum.

22.1.1.7 No person shall be permitted to work for compensation for the county in any capacity during the time of his/her paid vacation from the county service.

22.1.2 As an exception to County Code Section 2.44.050 as referenced above, the following provisions shall apply:

1. The total number of vacation hours which may be accrued at any time is 320 hours.
2. Employees shall be permitted to receive pay-in-lieu of up to 40 hours of vacation time per fiscal year. Employees wanting to "sell back" this time shall have a minimum balance of 200 hours accrued and must have utilized a minimum of 40 hours of vacation or compensatory time off, or a combination of the two, in the fiscal year that they are wishing to "sell back" time.

22.1.3 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.

23. STANDBY DUTY

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

1. Be ready to respond in a reasonable time to calls for his/her service;
2. Be readily available at all hours by telephone, or other communication devices, and;
3. Refrain from activities which might impair his/her assigned duties upon call.

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

23.1.2 Effective the start of the pay period including October 16, 2018, standby duty shall be compensated at the rate of $3.00 per hour.

23.1.3 Effective the pay period following Board of Supervisors' approval of this agreement, Nurses and assisting personnel assigned to the Suspected Abuse Response Team (SART) shall be paid $3.75 per hour while on standby duty.

24. CONSULTATION STANDBY

24.1 Provisions

PM 1/8/2020

24.1.1 Consultation standby shall be used to provide additional compensation to employees 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.

tds 1/8/2020

24.1.2 If during a calendar quarter an 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.

24.1.3 Consultation standby shall be assigned and unassigned by management in writing. Effective the start of the pay period following Board of Supervisors' approval of this Agreement, employees shall be compensated at the rate of one hundred dollars ($100.00) per month of assigned Consultation Standby.

24.1.4 An employee on Consultation Standby pay shall also be paid their regular hourly rate of pay for time spent performing work while on Consultation Standby.

24.1.5 Employees assigned to Consultation Standby shall not be eligible to receive regular Standby Duty pay during the same period of time.

25. MILEAGE REIMBURSEMENT

For the term of this Agreement, 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.

26. CALL BACK/CALL IN

26.1 County Code Reference and Exceptions

26.1.1 As an exception to County Code Section 2.48.170, the following shall apply to matters relating to call back.

26.1.1.1 Those employees who are called back by management after a work shift ends, and actually report for duty on site, shall be paid or earn compensating time off at the rate of time and one-half with a minimum of two hours paid time for each occurrence. This section shall also apply when 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 an 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.

26.1.1.2 If an employee, who was called back to work pursuant to 26.1.1.1 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.

26.1.1.3 Those 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 or earn compensating time off 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.

26.1.1.4 If an employee, who was called upon by management to provide service by telephone or computer pursuant to 26.1.1.3 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.

26.1.1.5 Those 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 or earn compensating time off 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.

26.1.1.6 If an employee, who was called upon by management to provide service by telephone or computer pursuant to 26.1.1.5 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.

26.1.2 The call back rate provided for in the County Code shall continue until the employee ceases work on the call back or begins their normal schedule, whichever occurs first.

26.1.3 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.

27. JURY DUTY

27.1 County Code Reference and Exceptions

27.1.1 The parties agree that the County Code Section 2.44.080 shall apply to matter relating to jury duty. The applicable provision of the County Code is as follows:

27.1.1.1 All officers, deputies, and employees of the county shall be allowed leave of absence with pay for jury duty, provided that all jury fees shall be paid by such officers, deputies, and employees into the county treasury as provided in Section 2.48.020.

27.1.2 As an exception to County Code Section 2.44.080 as referenced above, the following provisions shall apply:

1. 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.
2. Employees will be granted jury duty time whether or not the hours of jury duty fall within his/her regular shift.

27.1.3 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.

28. WITNESS PAY

The parties agree that 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.

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 his/her presence as a witness, unless he/she is a party or an expert witness, he/she shall be allowed the time necessary to be absent from work at his/her regular pay to comply with such subpoena, provided he/she deposits any witness fees, except mileage, with the County Treasurer.

29. TUITION REIMBURSEMENT FUND

29.1 Program Details

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

29.1.1.1 For employees in Supervisory, Clerical and Public Services Units, a fund shall be set up in the amount of $54,000 per fiscal year. Each employee will be eligible for a maximum reimbursement from said fund, subject to availability of monies remaining in said fund.

29.1.1.2 The individual maximum shall be $400 per fiscal year.

29.1.1.3 The reimbursement will be paid in the following manner:

29.1.1.3.1 Prior to enrolling in a course or professional association membership being reimbursed under this section, employees must secure department head approval that the course work or membership is job-related and submit to the department a proposed expenditure request.

29.1.1.3.2 After review by the Human Resources Director, employee will receive expenditure approval.

29.1.1.3.3 Upon conclusion of the course work, the employee must submit proof of a "C" grade, "Pass" or other appropriate notice of successful completion along with an expenditure claim for fees, tuition, books, or other required course materials.

29.1.1.4 This fund is not intended to preclude other training or course work which may have been contemplated by departments for such employees. Tuition reimbursement funds may be used to reimburse employees for professional association membership dues where in the opinion of the County, membership in such professional organization offers appropriate training opportunities and benefits.

30. BILINGUAL DIFFERENTIAL

30.1 When it has been determined by the Human Resources Director that an 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 ($100) dollars per month for less than full-time use, or one hundred and fifty ($150) dollars per month for intense use that is required for successful performance of their duties.

1. The one hundred 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 one hundred and fifty dollar 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.

30.1.1.1 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.

31. ORIENTATION

In accordance with Government Code sections 3555-3559, the County shall give SLOCEA notice of new employee orientations and an opportunity to meet with new employees at that time.

32. TRANSPORTATION

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

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

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

32.1.3 Mileage rates shall be in accordance with Article 25 of this Agreement.

32.1.4 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.

33. TIME IN SERVICE

The parties agree to continue "Time in Service" accrual practices that exist on the first day of this Agreement as negotiated and codified in the Board of Supervisors actions dated February 15, 2005 and March 8, 2005 amending certain sections of Chapter 2.40, 2.44 and 2.48 of the San Luis Obispo County Code.

34. OVERTIME

34.1 County Code Reference

34.1.1 Except as is otherwise provided in this Agreement or required by law, the parties agree that County Code 2.44.030 shall govern all matters relating to overtime.

34.1.2 The parties agree to continue the compensatory time accumulation limit to provide that compensatory time off may be accumulated to a maximum of one hundred twenty (120) hours earned for eighty (80) hours worked.

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

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

34.1.5 Compensated leave or compensatory time off shall not be used to determine the overtime threshold.

35. HEALTH AGENCY – SPECIAL ALLOWANCES

35.1 Differentials

35.1.1 Effective the start of the pay period following Board of Supervisors' approval of this agreement, Health Agency staff will receive payment at the rate of $3.00 per hour differential when individually designated by Health Agency Management to be temporarily in general supervision of the County Psychiatric Health Facility (Mental Health Inpatient Unit)or County Juvenile Services Center Medical Unit for all hours actually worked in that capacity. Such a designation may be made when a supervisor for these facilities/units is to be unavailable and no other Health Agency administrative or supervisory employee is available to provide overall leadership and back-up response.

35.1.2 Effective the start of the pay period following Board of Supervisors' approval of this agreement, all Health Agency staff assigned to the County Jail or Juvenile Service Center shall receive a $2.00 per hour differential for all hours actually worked in those facilities.

35.1.2.1 In addition to the amount specified in 35.1.2, Nurse Practitioner/Physician's Assistants who work at the County Jail and Juvenile Services Center shall receive an additional $2.00 per hour differential for all hours actually worked in those facilities.

35.1.3 All employees assigned to the County Psychiatric Health Facility (Mental Health Inpatient Unit) shall receive a $1.50 per hour differential for all hours worked in that facility. Effective the start of the pay period following Board of Supervisors' approval of this agreement, this differential shall be increased from $1.50 per hour to $2.00 per hour.

35.1.4 The "premiums" for the above differentials do not apply to vacations, sick, holiday, training, or other time off by employees.

35.1.5 Effective the start of the pay period following Board of Supervisors' approval of this agreement, Health Agency Staff assigned to the Behavioral Health Community Action Team (BHCAT) shall receive a 5% differential for all hours actually worked providing services to the community or clients while in the field or County Jail, Juvenile Services, or Psychiatric Health Facility (Mental Health Inpatient Unit). While performing the duties of

that team employees shall not receive this differential in addition to the differential described in 35.1.2 above.

35.1.6 Unless otherwise expressly provided for in this Agreement, there shall be no additional differentials applied to Health Agency staff.

36. HOLIDAYS

36.1 County Code References and Exceptions

36.1.1 Parties agree that County may change County Code Section 2.44.070, 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:

1. January 1 (New Years Day);
2. The third Monday in January (Martin Luther King Day) (added July, 1984);
3. February 12 (Lincoln's Birthday);
4. The third Monday in February (Washington's Birthday);
5. The last Monday in May (Memorial Day);
6. July 4 (Independence Day);
7. First Monday in September (Labor Day)
8. The second Monday in October (Columbus Day);
9. November 11 (Veterans Day);
10. That day in November designated as Thanksgiving Day;
11. The Friday in November immediately following the day designated as Thanksgiving Day;
12. December 25 (Christmas Day);
13. All other days as may be proclaimed by the County's Board of Supervisors (Modified July 1984)

36.1.2 The personal leave day granted in exchange for observing September 9 (Admission Day) will be allowed to be used at anytime during the current fiscal year. Only permanent status employees are eligible and permanent status part-time employees shall take personal leave on the same pro rata basis as their part-time schedule bears to the full work schedule of their department. This personal leave day cannot be accrued and will be lost unless utilized during the fiscal year.

36.1.3 Effective upon ratification of this Agreement, employees working a regularly scheduled workday 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.

36.1.4 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 either on a Monday or a Friday of the week on which the holiday falls.

37. UNIFORMS

37.1 Uniform Allowance and Eligibility

37.1.1 All uniformed Animal Services employees, as determined by the County, will receive a $30.00 a month uniform allowance. To each newly hired uniformed Animal Services employee, the County agrees to make a one-time issue of a clean set of trousers and shirts for each regularly assigned workday during the employee's normal workweek. Additionally, the County agrees to make a one-time issue of one jacket and uniform belt for each newly hired uniformed Animal Services employee.

37.1.1.1 In addition to the uniform items specified above, all Animal Control Officers will receive a one-time issue of the following items in addition to the items listed above:

1 Dress Pant
1 Dress Shirt
1 Necktie
2 Name Badges
1 Rain pant
1 Rain jacket
1 Pair leather gloves
1 Sam Brown belt

37.1.2 The equipment shall be returned to the department immediately upon the employee's termination from County service.

37.1.3 Any monthly allowance may be paid by the County by incorporating such payments into the regular payroll process. The intent is to eliminate the need to process separate allowance checks.

37.1.4 After this one-time issuance, should the employee require replacement of any of the uniform items listed, during the course of their employment with the County, it shall be at the expense of the employee.

37.1.5 Social Services Investigators: The County agrees to provide Social Service Investigators with appropriate outerwear that identifies them as employees of the Department of Social Services.

37.1.6 Airports Operations Specialists:

37.1.6.1 Airport Operations Specialists required to wear uniforms shall receive a uniform allowance of one hundred and forty-five dollars ($145) per year to pay for shirts, pants, and smocks. The Department shall provide the first complement of uniforms. The foregoing allowance shall be paid in the first pay period of each fiscal year thereafter.

37.1.6.2 Airports Operations Specialists shall wear safety boots while out in the field where safety boots are required and shall also receive a safety boot allowance of two hundred dollars ($200) per fiscal year from the County. Such allowance is to assist employees in purchasing safety boots required and approved by the department that will protect the employee while working for that department. This allowance shall be paid in the first pay period of the fiscal year following adoption of this MOU and in each fiscal year thereafter.

38. (NOT USED)

39. AGENDA

County agrees to provide the agenda for Board of Supervisors meetings and Civil Service Commission meetings to SLOCEA at the same time and in the same manner as for the general public.

40. SLOCEA RIGHTS

40.1 Association Activity and Leave Time

40.1.1 The SLOCEA President, Immediate Past President, Vice President, or Secretary/Treasurer may utilize time during normal working hours for meeting and conferring with authorized County management personnel, subject to advance scheduling.

40.1.2 The President of SLOCEA may, after getting approval by the affected department head, use up to eighty (80) hours per year of paid leave time, to attend employee Association conferences, trainings, or to attend other SLOCEA business. This use of paid leave time shall be reimbursed to the County by SLOCEA for the salary and benefit costs associated with the paid leave. Such reimbursement shall be initiated by SLOCEA based on an invoice provided by the County.

40.1.3 Job stewards shall be bargaining unit employees designated by SLOCEA. SLOCEA shall notify the County Human Resources Director in writing of the names of SLOCEA's job stewards up to a combined total of thirty (30) job stewards for the Public Services, Supervisory and Clerical Bargaining Units. Changes to the listing of job stewards shall be provided to the County as they occur. Job stewards shall have the right to represent bargaining unit employees as provided in Civil Service Rule 4 to the conclusion of level 2 of the grievance procedure; shall have the right to distribute SLOCEA materials in the work place; and shall have the right to provide SLOCEA orientation to new employees. Job stewards shall be granted reasonable release time to represent employees in rights disputes subject to prior approval from affected department head or designee. Distribution of material and orientation of new employees shall be done on non-work time; furthermore, such activity shall not disrupt the workplace.

40.1.4 To enhance harmonious labor relations, expeditious and effective representation, the County and SLOCEA agree that SLOCEA stewards shall be entitled to

an aggregate of four (4) hours of Leave Without Pay (LWOP) of County release time per month for training and other related representational activities. Employees may request utilization of individual paid leave balances, except sick leave, but approval is at the discretion of the department head.

40.1.5 Effective with ratification of this Agreement, stewards as a group shall be eligible for forty (40) hours of paid County release time for steward training each fiscal year. The amount of paid County release time is an aggregate amount to be used by up to thirty (30) stewards, combined, in the Public Services, Supervisory, and Clerical Bargaining Units. The aggregate total of paid release time applies to the collective stewards of the three bargaining units indicated above and not to the individual steward.

41. ALLOWANCES AND DIFFERENTIALS FOR SUPERVISORY UNIT EMPLOYEES

Supervisory Unit (BU05) employees shall be eligible for the same allowances and/or differentials as the employees they supervise who are in the SLOCEA Trades, Crafts, and Services Unit (BU02), subject to the same conditions and/or restrictions as those supervised employees.

42. (NOT USED)

43. SICK LEAVE FOR PERMANENT PART-TIME EMPLOYEES

43.1 County Code Reference and Exceptions

43.1.1 The parties agree that the County Code Section 2.44.060 shall apply to matters relating to sick leave for permanent part-time employees. The applicable provision of the County Code is as follows:

43.1.1.1 All permanent full-time employees, excluding elected officials, shall be entitled to accrue sick leave based on service at the rate of one working day with pay for each month of service, provided, that permanent part-time employees shall earn and use sick leave on the same pro rata basis as their part-time schedule bears to a full-time work schedule. A working day shall consist of eight hours, or an amount proportional to part-time status.

43.1.1.2 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.

43.1.1.3 For purposes of payment, total rate of pay shall be defined as salary determined by the step at which the employee is appointed in the salary range for the class to which the employee's position is assigned.

43.1.1.4 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 employee's absence during the time for which sick leave is or was requested. No paid sick leave shall be granted an employee because of illness or death of a relative of the first degree, domestic partner of the 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.

43.1.2 As an exception to County Code Section 2.44.060 as referenced above, the following provision shall apply:

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

43.1.3 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.

44. VACATION LEAVE FOR PERMANENT PART-TIME EMPLOYEES

44.1 County Code Reference

44.1.1 The parties agree that the County Code Section 2.44.050 shall apply to matters relating to vacation leave for permanent part-time employees. The applicable provision of the County Code is as follows:

44.1.1.1 All permanent full-time employees, excluding elected officials, shall be entitled to accrue vacation based on service; provided, that permanent part-time employees shall earn and use vacation on the same pro rata basis as their part-time schedule bears to a full-time work schedule. Vacation time shall be accrued and taken in the manner provided in this section.

44.1.1.2 For purposes of accrual, service shall be defined as all regular paid work time, all paid leave time and all paid special disability (injured-on-duty) time as provided in Section 2.44.065. A working day shall consist of eight hours, or an amount proportional to part-time status.

44.1.2 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.

45. HOLIDAY LEAVE FOR PERMANENT PART-TIME EMPLOYEES

45.1 County Code Reference and Exceptions

45.1.1 The parties agree that the County Code Section 2.44.070 shall apply to matters relating to holiday leave for permanent part-time employees. The applicable provision of the County Code is as follows:

45.1.1.1 Permanent part-time employees shall take holiday time on the same pro rata basis as their part-time schedule bears to the full work schedule of their department.

45.1.2 As an exception to County Code Section 2.44.070 as referenced above, the following provision shall apply:

1. Holiday time shall be calculated based on the average of paid time for the 4 weeks preceding the holiday.

45.1.3 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.

46. HAZARDOUS INCIDENT RESPONSE TEAM

The County of San Luis Obispo (County) and the San Luis Obispo County Employees' Association (SLOCEA) agree that effective the pay period including July 1, 2018, up to four (4) County employees represented by SLOCEA in the Health Agency may be assigned by the Health Agency Director or designee to serve as Hazardous Incident Response Team (HIRT) members. The employees assigned to HIRT shall receive a monthly stipend of three hundred dollars ($300) per month for the length of the assignment to compensate for the unusual time and other demands placed upon the unit member. 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 Health Agency Director or designee.

47. SICK LEAVE ACCRUAL AND PAYOFF

47.1 County Code Reference and Exceptions

47.1.1 The parties agree that the County Code Section 2.44.060 shall apply to matters relating to sick leave accrual and payoff. The applicable provision of the County Code is as follows:

47.1.1.1 All permanent full-time employees, excluding elected officials, shall be entitled to accrue sick leave based on service at the rate of one working day with pay for each month of service, provided, that permanent part-time employees shall earn and use sick leave on the same pro rata basis as their part-time schedule bears to a full-time work schedule. A working day shall consist of eight hours, or an amount proportional to part-time status.

47.1.1.2 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.

47.1.1.3 For purposes of payment, total rate of pay shall be defined as salary determined by the step at which the employee is appointed in the salary range for the class to which the employee's position is assigned.

47.1.1.4 A permanent employee who has worked for the County five years or less from the date of hire, shall abrogate all sick leave accumulated to the date of termination and the employee shall not be compensated in any way for such sick leave. Upon termination of an employee who has worked more than five years from the date of hire with the county as a permanent employee, such employee shall be entitled to receive payment for one-half of his or her accrued sick leave to a maximum of one-half of one hundred eighty days at the employee's rate of pay as of the date of termination; provided, that in the event of disciplinary suspension, or termination by dismissal or other disciplinary action, the employee shall not be entitled to any payment for any accrued sick leave. Administrative provisions governing the payment of such sick leave may be adopted pursuant to Board of Supervisors approved resolution.

47.1.1.5 Employees laid off because of a reduction in force shall not be entitled to payment for accrued sick leave unless such employee forgoes placement on the reemployment list, or until such time as the employee is removed from the reemployment list.

47.1.2 As an exception to County Code Section 2.44.060 as referenced above, the following provisions shall apply:

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

   For days 0-180, accrual rate is one-half accrued sick leave at the employee's current rate of pay. For days 181-260, SLOCEA agrees that there will be no sick leave payoff for time accrued in excess of 180 days.

47.1.3 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.

48. SICK LEAVE HOURS EXCHANGE FOR VACATION HOURS

48.1 Provisions

48.1.1 The County and SLOCEA agree:

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

48.1.1.2 Except as otherwise specifically provided in this Article, the provisions of County Code Sections 2.44.050 and 2.44.060 shall govern all matters relating to vacation and sick leave. Additionally, Article 22, Vacation Time, of this Agreement, shall apply with respect to maximum number of hours of accrued vacation privilege hours.

49. SLOCEA GRIEVANCE RESOLUTION

49.2 Grievable Subjects

49.2.1 SLOCEA for itself alone may grieve incidents involving the following contract items:

1. Article 4 Renegotiation
2. Article 51 Use of County Facilities
3. Article 52 Dues Deduction
4. Article 58 Full Understanding, Modification, Waiver
5. Article 59 Concerted Activities
6. Article 60 Implementation and Effect
7. Article 61 Savings Provisions
8. Article 40 Agenda
9. Article 41 SLOCEA Rights

49.3 Grievance Procedure

49.3.1 Within 5 calendar days following the incident which caused or led to a problem, SLOCEA will apply to the personnel director for relief.

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

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

49.3.4 Within 10 calendar days after receipt of the decision of the Human Resources Director, SLOCEA'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.

49.3.5 SLOCEA agrees that this Article gives it no rights under Civil Service Ordinance or Rules.

50. EMPLOYEE SAFETY

The County and SLOCEA agree to abide by all provisions of the Federal Occupational Safety & Health Act of 1970, and any other applicable legislation.

51. USE OF COUNTY FACILITIES

51.1 Bulletin Boards and Facilities

51.1.1 County agrees the SLOCEA shall continue to have the right to use:

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

51.1.1.2 Upon prior arrangement with the appropriate County department, and subject to availability and current charges, County facilities (meeting rooms) during reasonable non-working hours for the purpose of conducting meetings.

52. ASSOCIATION SECURITY – DUES

52.1 The County agrees to an automatic payroll deduction of SLOCEA dues and additionally agrees to automatic deduction for SLOCEA 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 notification by SLOCEA to implement such deduction. County further agrees to issue a check each pay period, payable to SLOCEA, for the total amount of the individual deductions for dues and insurance premiums.

52.2 SLOCEA 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.

53. (NOT USED)

54. (NOT USED)

55. (NOT USED)

56. SUMMER CARE SCHOLARSHIP

56.1 Program Details

56.1.1 County agrees to fund a SLOCEA administered Summer Care Scholarship Program as follows:

56.1.1.1 For employees in Supervisory, Clerical, Public Services, and Trades, Crafts and Services Units, a fund shall be set up for the subsidy of child care costs associated with participation in a County funded child care program. The fund amount shall be $17,500 for each calendar year. Each employee will be eligible for a maximum subsidy from said fund, subject to availability of monies remaining in said fund. A check for said amount shall be issued to the Association by May 15th of each year.

56.1.1.2 The individual said subsidy amounts will be established by a SLOCEA Childcare Scholarship Committee (CCSC). The CCSC will develop eligibility criteria and guidelines for allocating the subsidy amounts. County Risk Management will approve these eligibility criteria and guidelines prior to implementation of the summer care program each year. If SLOCEA fails to properly implement the approved program guidelines, the County reserves the right to terminate funding for the program.

56.1.1.3 Employees must submit a request, and receive authorization prior to enrolling a child or children in a SLOCEA recommended and County funded summer care program.

56.1.1.4 By September 30 of each year, SLOCEA will provide County Risk Management with a report on the just completed summer care program period. This report will identify the following information for the program period: 1) total funds expended including administrative fees; 2) the total individual subsidy amounts by employee; and 3) the total number of children served. Any unused funds will be returned to the County.

56.1.1.5 Parties agree that any disagreement in 56.1.1.2 and 56.1.1.3 shall be submitted to the County Administrative Officer or his/her designee for his/her final and binding determination.

56.1.1.6 Parties agree that County will fund a Summer Care Scholarship Program for Confidential employees and that SLOCEA will administer the program. SLOCEA will use the same eligibility criteria and guidelines to administer the summer care program for Confidential employees as those used for the Supervisory, Clerical and Public Services Units set out in 56.1.1.2. The amount of said funding will be determined annually during the budget process and approved by a Board of Supervisor's resolution. Utilization of these funds is limited to Confidential employees. By September 30 of each year, SLOCEA will provide County Risk Management with a report on the just completed summer care program period for Confidential employees. This report will identify the following information for the program period: 1) total funds expended, including administrative fees; 2) the total individual subsidy amounts by employee; and 3) the total number of children served. Any unused funds will be returned to the County.

56.1.1.7 Any unspent monies from the previous program year shall rollover to the following year's program funds. The total amount of the carryover shall not exceed $15,000.

57. UNIT MODIFICATIONS

Upon the request of either party, modifications involving the movement of classifications from a SLOCEA represented unit to another SLOCEA represented unit shall be processed in accordance with the timeline and other provisions of the Employee Relations Policy, and may also be proposed and discussed as part of negotiations for a successor agreement.

58. 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. Otherwise, nothing in the agreement shall be construed as a waiver by either party of any rights conferred under the MMBA, PERB regulations, or court precedent.

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 SLOCEA.

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.

59. CONCERTED ACTIVITIES

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 SLOCEA 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.

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

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

60. IMPLEMENTATION AND EFFECT

This Memorandum of Understanding constitutes a mutual recommendation to be submitted to the County Board of Supervisors on or before ~~June 20, 2017~~ January 14, 2020 ~~[insert board date for approval – anticipate this will be January 14, 2020, assuming ratification is complete and MOU signed no later than January 3, 2020]~~ 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.

61. SAVINGS PROVISION

If any provision of this Agreement is superseded by a state or federal enactment, or is 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 SLOCEA have executed this Memorandum of Understanding on the day and year first hereinabove set forth,

For the County:

Tami Douglas-Schatz,
Management Representative

Dated: 1/3/2020

For SLOCEA:

Pat McNamara,
SLOCEA General Manager

Dated: 1/3/2020

APPROVED AS TO FORM AND LEGAL EFFECT

RITA L. NEAL
County Counsel

By: Nina Negranti, Assistant County Counsel

Dated: 1/6/20

APPENDIX A

Job ID	Classification	BU	Current Salary Range[1]	Salary Range with 3.00% Increase Effective the Pay Period Following Board of Supervisors Approval	Equity Increase	Salary Range with Equity Increase Effective the Pay Period Following Board of Supervisors Approval	Salary Range with 2.00% Increase Effective the Pay Period Including 7/1/2020	Salary Range with 2.00% Increase Effective the Pay Period Including 7/1/2021
1403	AIRPORT OPERATIONS SUPERVISOR	BU05	2935	3023	-	3023	3083	3145
1422	ANIMAL CONTROL LEAD OFFICER	BU05	2370	2441	0.16%~~-~~	2445~~2441~~	2494~~2490~~	2544~~2540~~
1424	ANIMAL CONTROL SUPERVISING OFFICER	BU05	2826	2911	-	2911	2969	3028
1425	ANIMAL SHELTER SUPERVISOR	BU05	2826	2911	-	2911	2969	3028
658	ASSESSMENT TECH SUPERVISOR	BU05	2773	2856	-	2856	2913	2971
9624	ASST WATER SYS SUPERINTENDENT	BU05	4050	4172	-	4172	4255	4340
300085	B.H. PROGRAM SUPERVISOR	BU05	3696	3807	-	3807	3883	3961
1606	BUILDING DIVISION SUPERVISOR	BU05	4022	4143	-	4143	4226	4311
2900	CHIEF WASTEWATER TRT PLANT OPER	BU05	4153	4278	-	4278	4364	4451
2901	CHIEF WATER TRT PLANT OPER-GR3	BU05	3636	3745	-	3745	3820	3896
2902	CHIEF WATER TRT PLANT OPER-GR4	BU05	4050	4172	2.54%~~-~~	4278~~4172~~	4364~~4255~~	4451~~4340~~
2554	CLERK-RECORDER ASSISTANT IV	BU05	2394	2466	2.01%~~-~~	2516~~2466~~	2566~~2515~~	2617~~2565~~
1025	COORDINATING LIBRARIAN	BU05	2933	3021	-	3021	3081	3143
524	CORRECTIONAL NURSE SUPERVISOR	BU05	4665	4805	-	4805	4901	4999
2558	DIV SUPV-CLERK RECORDER	BU05	2941	3029	-	3029	3090	3152
1550	EMPLOYMENT/SERVICES SUPERVISOR	BU05	2934	3022	2.73%	3105	3167	3230
633	ENGINEER IV	BU05	4784	4928	-	4928	5027	5128
2301	FLEET SHOP SUPERVISOR	BU05	3156	3251	-	3251	3316	3382
354	FOOD SERVICE SUPV CORRECTIONS	BU05	2664	2744	-	2744	2799	2855
1217	GOLF COURSE SUPERVISOR	BU05	3140	3234	-	3234	3299	3365
1004	LIBRARIAN II	BU05	2662	2742	-	2742	2797	2853
1011	LIBRARIAN III	BU05	2929	3017	-	3017	3077	3139

[1] The salary range numbers are identifiers of individual classification ranges in the County and reflect step 1 of the salary range (e.g. 2935 equals $29.35 per hour at step 1).

PO McNamee 1/13/2020

1/13/2020

Job ID	Classification	BU	Current Salary Range	Salary Range with 3.00% Increase Effective the Pay Period Following Board of Supervisors Approval	Equity Increase	Salary Range with Equity Increase Effective the Pay Period Following Board of Supervisors Approval	Salary Range with 2.00% Increase Effective the Pay Period Including 7/1/2020	Salary Range with 2.00% Increase Effective the Pay Period Including 7/1/2021
1026	LIBRARY BRANCH MANAGER	BU05	2662	2742	-	2742	2797	2853
8535	M.H. MEDICAL RECORDS SUPV	BU05	2707	2788	-	2788	2844	2901
8569	M.H. SUPERVISING NURSE	BU05	4297	4426	6.92%-	4732~~4426~~	4827~~4515~~	4924~~4605~~
1112	PUBLIC WORKS SECTION SUPV	BU05	3165	3260	-	3260	3325	3392
1023	SENIOR LIBRARY ASSOCIATE	BU05	2108	2171	7.77%-	2340~~2171~~	2387~~2214~~	2435~~2258~~
1512	SOCIAL WORKER SUPERVISOR I	BU05	2982	3071	-	3071	3132	3195
1516	SOCIAL WORKER SUPERVISOR II	BU05	3429	3532	-	3532	3603	3675
149	SR GEOGRAPHIC INFO SYSTEMS ANALYST	BU05	3970	4089	-	4089	4171	4254
603	SR PLANNER	BU05	3690	3801	-	3801	3877	3955
9620	SR VIC/WIT ASSISTANCE COORD	BU05	2744	2826	-	2826	2883	2941
3503	SUPERVISING COLLECTIONS OFFICER	BU05	2814	2898	4.34%-	3024~~2898~~	3084~~2956~~	3146~~3015~~
1352	SUPERVISING CUSTODIAN	BU05	2104	2167	-	2167	2210	2254
9691	SUPERVISING WASTEWATER SYS WORKER	BU05	3454	3558	5.26%	3758	3833	3910
9625	SUPERVISING WATER SYS WORKER	BU05	3454	3558	5.62%	3758	3833	3910
899	SUPV ACCOUNTING TECH	BU05	2544	2620	4.95%-	2750~~2620~~	2805~~2672~~	2861~~2725~~
927	SUPV ADMIN CLERK I	BU05	2273	2341	-	2341	2388	2436
928	SUPV ADMIN CLERK II	BU05	2540	2616	-	2616	2668	2721
724	SUPV APPRAISER	BU05	3807	3921	-	3921	3999	4079
9683	SUPV CHILD SUPPORT SPECIALIST	BU05	2845	2930	4.62%	3065	3126	3189
300054	SUPV CORRECTIONAL TECHNICIAN	BU05	2545	2621	-	2621	2673	2726
8416	SUPV ENVIR HEALTH SPECIALIST	BU05	4016	4136	-	4136	4219	4303
1318	SUPV FACILITY MAINT MECHANIC	BU05	3129	3223	0.92%-	3253~~3223~~	3318~~3287~~	3384~~3353~~
893	SUPV FINANCIAL TECHNICIAN	BU05	2544	2620	4.95%-	2750~~2620~~	2805~~2672~~	2861~~2725~~
2231	SUPV LEGAL CLERK I	BU05	2269	2337	-	2337	2384	2432
2232	SUPV LEGAL CLERK II	BU05	2464	2538	-	2538	2589	2641
1007	SUPV LIBRARY ASSISTANT	BU05	2095	2158	-	2158	2201	2245
1623	SUPV MAPPING/GRAPHICS SYS SPEC	BU05	3857	3973	-	3973	4052	4133

Job ID	Classification	BU	Current Salary Range	Salary Range with 3.00% Increase Effective the Pay Period Following Board of Supervisors Approval	Equity Increase	Salary Range with Equity Increase Effective the Pay Period Following Board of Supervisors Approval	Salary Range with 2.00% Increase Effective the Pay Period Including 7/1/2020	Salary Range with 2.00% Increase Effective the Pay Period Including 7/1/2021
1204	SUPV PARK RANGER	BU05	3140	3234	-	3234	3299	3365
573	SUPV PHYS OR OCCUPATIONAL THER	BU05	4293	4422	6.12%-	46934422	47874510	48834600
1707	SUPV PLANNER	BU05	4022	4143	-	4143	4226	4311
579	SUPV PROPERTY TRANSFER TECH	BU05	3050	3142	-	3142	3205	3269
444	SUPV PUBLIC HEALTH MICROBIOL	BU05	3861	3977	-	3977	4057	4138
414	SUPV PUBLIC HEALTH NURSE	BU05	4421	4554	6.10%-	48324554	49294645	50284738
1537	SUPV SOC SVCS INVESTIGATOR	BU05	3457	3561	5.97%-	37743561	38493632	39263705
2180	UTILITY COORDINATOR	BU05	3749	3861	5.68%-	40803861	41623938	42454017
9692	WASTEWATER SYSTEMS SUPERINTENDENT	BU05	4225	4352	8.12%	4705	4799	4895
9619	WATER QUALITY MGR	BU05	4352	4483	4.67	4692	4786	4882
9623	WATER SYSTEMS SUPERINTENDENT	BU05	4225	4352	8.12%	4705	4799	4895

SIDE LETTER TO THE 2019-2022 MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF SAN LUIS OBISPO AND THE SAN LUIS OBISPO COUNTY EMPLOYEES' ASSOCIATION SUPERVISORY UNIT (BARGAINING UNIT 05)

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: 1/3/2020

So Agreed: _____ For SLOCEA _____ For the County

APPROVED TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: _____
Nina Negranti, Assistant County Counsel

Dated: 1/6/20