ATTACHMENT A

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF SAN LUIS OBISPO AND THE SAN LUIS OBISPO COUNTY PROBATION PEACE OFFICERS' ASSOCIATION PROBATION UNIT 2013-2015

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SAN LUIS OBISPO
AND THE SAN LUIS OBISPO COUNTY
PROBATION PEACE OFFICERS' ASSOCIATION PROBATION UNIT
2013-2015

1. DESIGNATION OF THE PARTIES

1.1 This Agreement is entered into as of January 30, 2014 by and between the County of San Luis Obispo (hereinafter "County"), and the San Luis Obispo County Probation Peace Officers' Association (hereinafter "SLOCPPOA"), Probation Unit (BU 31).

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

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

1.2.2 SLOCPPOA's principal authorized agent shall be Larry Katz or his/her duly authorized representative (address: 2055 Junction Ave., San Jose, CA 95131; Telephone (408) 456-5076).

2. TERM

The County and SLOCPPOA agree that the term of this Agreement commences on July 1, 2013, except as otherwise set forth in any other Article of this Agreement, and expires and is otherwise fully terminated at midnight on June 30, 2015.

3. RECOGNITION

3.1 Pursuant to Section 3500 et seq. of the Government Code of the State of California, the County of San Luis Obispo has previously recognized the San Luis Obispo County Probation Peace Officers' Association, associated with the California Organization of Police and Sheriffs'/Communication Workers of America, as exclusive representative of the employees in the Probation Unit.

3.2 The term "employee" or "employees" as used herein shall refer to those persons in the Probation Unit occupying positions not otherwise designated as confidential, which are allocated as permanent full-time or permanent part-time, working 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 In the event either party wants to negotiate a successor Agreement, such party shall serve upon the other during the period January 1 to March 31 of the final year of this Agreement, its written request to begin negotiations as well as its initial written proposals for a successor Agreement. In the event one of the parties indicates such a desire to negotiate, the other party must submit its initial proposals within 20 days after receipt of the written request to begin negotiations, accompanied by said proposals.

4.2 Negotiations shall begin no later than 30 days after such receipt of the initiating party's notice or March 15, whichever is later.

5. COUNTY RIGHTS AND RESPONSIBILITIES

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

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

5.2 Nothing in this Article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the County by any law regulating, authorizing or empowering the County to act or refrain from acting. However, the County agrees to consult with SLOCPPOA upon request in regard to any proposed subcontracting of services which would result in the elimination of unit members' jobs.

6. WORK SCHEDULES

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

6.1.1 Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies, employee's work schedules shall not be changed without 24 hour prior notice. Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week. Nothing herein shall be construed to modify whatsoever a work day or work week as defined by the County.

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

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

6.2 12 Hour Shift Schedule Program

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

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

6.2.3 For the purpose of carrying out this Agreement, the Chief Probation Officer has the unilateral right to assign or reassign Juvenile Services Officer series, Supervising Juvenile Services Officers, Deputy Probation Officers series, and Supervising Deputy Probation Officers to or from a Juvenile Hall assignment at any time without meeting, conferring, consulting or prior notification to the Association. Per section 6.1.1 of this Article, affected employees will be given a minimum of 24 hours notice of being added to/taken off of the 12 hour shift schedule or the program being terminated. It is the intent of the parties that such an assignment or withdrawal resulting in a change of work shift shall not, in and of itself, be construed as a punitive personnel action

("punitive action") under the Public Safety Officers Procedural Bill of Rights Act (Gov. Code, §3300 et seq.).

6.2.4 The initial period of the 12 hour shift schedule shall be for twelve (12) months commencing when administratively feasible with a review of the 12 hour shift schedule in June 2011 or as soon as the twelve-month period expires. The review shall be completed within sixty (60) days under the direction of the Chief Probation Officer and reviewed by Labor Relations. The association may participate in the gathering of information for and the review of the 12 hour shift schedule program. Following review, it will be determined by the Chief Probation Officer if the 12 hour shift schedule has had the intended outcomes. If the 12 hours shift schedule has met the intended outcomes, it shall continue with additional reviews conducted in June of each year. The County reserves the right to terminate the program at any time without meeting, conferring, consulting or prior notification to the Association.

6.2.5 If the 12 hour shift schedule program is canceled, the affected employees will revert back to the 8 hr day, 40 hr work week schedule with all three differentials listed in Article 13, Shift Differential.

6.2.6 The parties further agree that the terms and conditions of this Agreement shall not be construed in any way so as to redefine the definition of "base salary". The definition of "base salary" for retirement or for any other compensation purposes shall continue to be based on two thousand eighty (2080) hours worked annually.

6.2.7 Parties agree that this agreement in no way abrogates the County's management rights to set work schedules without consultation with the Association.

7. WORK LOCATION

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

7.1.1 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 is the place at which the employee spends the largest part of her/his regular workdays or working time or the place to which she/he returns upon completion of special assignments. Said notice provision may be waived by written agreement of the employee.

7.2 The parties agree that employees on temporary assignment to another location will:

7.2.1 Receive mileage reimbursement for miles traveled from home to the temporary work site or from the permanent work site, whichever is less.

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

8. SALARIES

8.1 Fiscal Year 2013-14 Salary Adjustment

8.1.1 Effective the pay period following Board of Supervisors' approval of this Agreement, wages shall be increased by 2% for all classifications in this unit, as shown below:

Class	Class Title	BU	Current Range	2% Wage Increase
324	Deputy Probation Officer I	BU31	2253	2298
323	Deputy Probation Officer II	BU31	2707	2761
321	Deputy Probation Officer III	BU31	2962	3021
370	Juvenile Services Officer I	BU31	2104	2146
371	Juvenile Services Officer II	BU31	2317	2363
372	Juvenile Services Officer III	BU31	2549	2600

8.2 Fiscal Year 2014-15 Salary Adjustment

8.2.1 Effective the pay period that includes July 1, 2014, wages shall be increased by an additional 2% for all classifications in this unit, as shown below:

Class	Class Title	BU	Current Range	2% Additional Wage Increase
324	Deputy Probation Officer I	BU31	2298	2344
323	Deputy Probation Officer II	BU31	2761	2816
321	Deputy Probation Officer III	BU31	3021	3081
370	Juvenile Services Officer I	BU31	2146	2189
371	Juvenile Services Officer II	BU31	2363	2410
372	Juvenile Services Officer III	BU31	2600	2652

8.3 Equity Wage Adjustment

8.3.1 Effective the pay period that includes July 1, 2014, the Deputy Probation Officer I classification shall be increased by an additional 8.1%, as follows:

Class	Class Title	BU	Current Range	8.1% Equity Increase
324	Deputy Probation Officer I	BU31	2344	2534

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

8.5 The parties agree that the negotiated wage increases provided for in Articles 8.1, 8.2, and 8.3 above were negotiated for the benefit of those persons who remain in County employment and were not intended to apply to former employees who leave County employment on or prior to the effective dates for implementation of its various provisions.

8.6 Market Wage Study

8.6.1 The County will complete a market wage study and will provide it to the Association as soon as administratively feasible with a target date of December 31, 2014. This study will include (a) a chart showing the standing of the SLOCPPOA bargaining unit based on the County's selected comparables; and (b) a chart showing the standing of the SLOCPPOA bargaining unit based on the Association's selected comparables. Any disagreements between the parties on the data factors will be addressed in successor negotiations.

8.6.2 For purposes of opening proposals covering the time period commencing July 1, 2015, the content of the wage study described above shall not limit the ability of either party to make such wage proposals and present such additional data as they see fit.

9. RETIREMENT CONTRIBUTIONS

9.1 Pension Pick-Up

9.1.1 For employees hired before the pay period that includes July 1, 2013, the County will continue to "pick-up" part of Tier 1 employees' contribution to the County's Employees Retirement Plan on behalf of all employees within the SLOCPPOA unit of representation. Such "pick-up" shall be 5.75% of pensionable wages. 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.

9.1.1.1 For "new members," as defined by the Public Employees' Pension Reform Act (PEPRA), on or after the pay period that includes July 1, 2013, the County shall discontinue the 5.75% employer "pick-up" of the employees' contribution to the County's Employees Retirement Plan. "New members" on or after the pay period that includes July 1, 2013 shall be responsible for the full employee share of pension contributions.

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

9.1.3 It is further understood and agreed by the parties that the County's "pick-up" of employees' contribution to the County's Employees Retirement Plan is based upon

Pension Trust Section 5.05.1, on the tax treatment permitted by the California Franchise Tax Board and the Federal Government under Internal Revenue Code Section 414(h)(2) and Revenue Rulings 77-462 and 81-36. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board, or the Internal Revenue Service or United States Department of Treasury may alter the aforementioned Revenue Rulings, either by other rulings or regulations.

9.1.4 It is understood and agreed that the principal motivation of the parties in providing for the County's partial "pick-up" of employee retirement contributions has been, and continues to be to accommodate the desire of SLOCPPOA to achieve its expectations of more favorable tax consequences for the majority of the unit's membership under the approach contained in this Agreement than would be available to its members under the previously used method for deducting employee contributions for these benefits from taxable wages and salaries of unit members.

9.1.5 SLOCPPOA shall defend, indemnify and save harmless the County of San Luis Obispo, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, or liability, including, but not limited to, liability for back taxes, and all claims of any type by the Internal Revenue Service, the California Franchise Tax Board, unit members, or their heirs, successors, or assigns, arising out of this Agreement to partially pay the employees' contribution to the County Pension Trust.

9.2 Employee Pension Changes

9.2.1 For Tier 1 members, effective the pay period following Board of Supervisors' approval of this Agreement, the employee pension contribution rate shall increase by an additional 0.49%. The County's appropriation rate shall also increase by 0.50%.

9.2.1.1 The increase in pension costs effective the pay period following Board of Supervisors' approval of this Agreement for Tier 1 members shall not apply to Tier 3 members.

9.2.2 For subsequent years, any increases in pension costs shall be split equally (50/50) by the parties for Tier 1 and Tier 3 as adopted by the Board of Supervisors after receipt of actuarial data.

9.2.3 For the 2014/15 fiscal year only, Tier 1 and Tier 3 unit members' fifty percent (50%) share of any pension increases shall not exceed a total 3%. Any increase above the aforementioned 3% shall be included in determining the employee share of pension increases in subsequent years.

10. RETIREMENT BENEFITS

10.1 Tier 1 Retirement

10.1.1 The San Luis Obispo County Employees Retirement Plan will continue to provide for reciprocal benefit treatment with P.E.R.S., P.E.R.S. contract agencies, and County "37 Act" Retirement Systems, provided, however, that any Plan amendments which may be necessary to maintain that status shall require approval of both parties.

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

10.2 Tier 2 Retirement

10.2.1 Not implemented for this bargaining unit

10.3 Tier 3 Retirement

10.3.1 A third tier plan was established for all employees hired on or after January 1, 2013, in compliance with Public Employees' Pension Reform Act (PEPRA). The major benefit provisions are:

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

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

10.3.1.3 Elimination of employer paid retirement contributions ("pick-up"), as referred to in 9.1.

10.3.1.4 2% COLA, no carryover;

10.3.1.5 3 year average final compensation.

10.3.2 "New members," as defined by the Public Employees' Pension Reform Act (PEPRA), shall be eligible for retirement formula as outlined in PEPRA and as defined in Article 31 of the San Luis Obispo County Pension Trust Plan, known as Tier 3 for all County Employees.

11. NON-DISCRIMINATION

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

12. BENEFIT CONTRIBUTIONS

12.1 General Provisions

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

12.1.2 Under the Public Employees Medical and Hospital Care Act (PEMHCA), the County is required to provide a minimum monthly employer contribution to employee health coverage for employees enrolled in CalPERS Health Insurance. This minimum monthly contribution is specified by CalPERS.

12.1.3 Under this Agreement for those employees who elect County medical insurance under this section, the County's contribution will increase from a total of $941 per month to $966 per month for employee only; and increase from a total of $991 per month to $1,016 per month for employee + 1 and employee + 2, commencing the pay period following Board of Supervisors' approval of this Agreement. This amount equals the PEMHCA required employer minimum contribution plus the Cafeteria Plan Allowance. This contribution is as follows:

PEMHCA Minimum Contribution + Cafeteria Allowance = $966 per month for employee only and $1,016 per month for employee + 1 and employee + 2

12.1.4 Commencing the pay period including July 1, 2014, for those employees who elect County medical insurance under this section, the County's contribution will increase from a total of $966 per month to $991 per month for employee only; and increase from a total of $1,016 per month to $1,041 per month for employee + 1 and employee + 2. This amount equals the PEMHCA required employer minimum contribution plus the Cafeteria Plan Allowance. This contribution is as follows:

PEMHCA Minimum Contribution + Cafeteria Allowance = $991 per month for employee only and $1,041 per month for employee + 1 and employee + 2

12.1.5 For those active employees who opt out of County sponsored medical insurance, the County shall contribute only the Cafeteria Plan Allowance specified in section 12.3.

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

12.2 PEMHCA Required Monthly Contribution

12.2.1 For each employee enrolled in a County medical insurance plan, the County will contribute the minimum monthly employer contribution required under PEMHCA. For calendar year 2014, the minimum monthly employer contribution is $119. For future years, the minimum monthly employer contribution shall be determined by CalPERS.

12.3 Cafeteria Plan Allowance

12.3.1 The County agrees to maintain a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing employees with access to various health and welfare benefits. The Plan provides participants the opportunity to purchase certain benefits on a pretax basis, including, but not limited to, medical insurance, vision insurance, and dental insurance benefits. Also pursuant to Section 125 of the Internal Revenue Code, participants may participate in flexible spending accounts to be used for out-of-pocket medical expenses and dependent care expenses on a pretax basis.

12.3.2 Except as otherwise stated herein, commencing the pay period following Board of Supervisors' approval of this Agreement, the County will increase its monthly Cafeteria Plan Allowance of $822 to $847 per month for employee only; and increase from $872 per month to $897 per month for employee + 1 and employee + 2, who are enrolled in a County medical insurance plan plus the required PEMHCA contribution referred to in section 12.2.1 above.

12.3.3 Except as otherwise stated herein, commencing the pay period including July 1, 2014, the County will increase its monthly Cafeteria Plan Allowance contribution of $847 to $872 per month for employee only; and increase from $897 per month to $922 per month for employee + 1 and employee + 2, who are enrolled in a County medical insurance plan plus the required PEMHCA contribution referred to in section 12.2.1 above, subject to the restriction listed in 12.3.3.1 below.

> **12.3.3.1** For calendar year 2015, the $872 per month for employee only and the $922 per month for employee + 1 and employee + 2 Cafeteria Plan Allowance amount shall be changed by any combined corresponding changes in the minimum employer contribution under PEMHCA so that the total of PEMHCA contribution and Cafeteria Plan Allowance remains $991 per month for employee only and $1,041 per month for employee + 1 and employee + 2.

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

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

12.4.2 Commencing the pay period following Board of Supervisors approval of the Agreement, the County will contribute $847 per month for employees not enrolled in a County medical insurance plan.

12.4.3 Commencing the pay period including July 1, 2014, the County will contribute $872 per month for employees not enrolled in a County medical insurance plan, as modified by section 12.4.3.1 below.

12.4.3.1 For calendar year 2015, the $872 per month Cafeteria Plan Allowance amount shall be decreased by any combined increases in the minimum employer contribution under PEMHCA.

12.4.4 The cash out option will be eliminated for employees who elect to opt out of a County-sponsored medical plan on or after January 1, 2015 provided that this opt out option is accepted by all employee organizations by January 1, 2015. The provisions of the opt out are as follows:

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

12.4.4.2 For employees who elect to opt out prior to January 1, 2015, the following provisions shall apply:

12.4.4.2.1 The County will pay a cafeteria amount in accordance with section 12.3 to each employee who elects to "opt out" of a County-sponsored medical plan.

12.4.4.2.2 This cafeteria amount shall decrease commensurately with any increases in PEMHCA.

12.4.4.2.3 The employee will receive the cafeteria amount in accordance with section 12.3 for as long as the employee continually elects to opt out after January 1, 2015.

12.4.4.2.4 If employee who has opted out later elects to enroll in a County-sponsored medical plan, provisions in section 12.3 shall apply.

12.4.4.3 For any employee who elects to opt out of a County-sponsored medical plan on or after January 1, 2015, the following provisions shall apply:

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

12.4.4.3.2 Employees shall receive no cash out.

12.4.4.3.3 If employee who has opted out later elects to enroll in a County-sponsored medical plan, provisions in section 12.3.

12.5 Other Cafeteria Plan Provisions

12.5.1 The parties agree that the current Cafeteria Plan requires that County benefit contributions be spent in the following order: employee-only vision; dependent vision, if any; employee-only dental; dependent dental, if any; employee-only medical insurance (except as otherwise noted in Section 12.3.3), and dependent medical, if any. The County's obligation to make these contributions shall not exceed the total Cafeteria Plan contributions in Section 12.3.2 and 12.3.3.

12.5.2 The parties agree that the Cafeteria Plan Allowance provided for in this Agreement was negotiated for the benefit of those persons who remain in County employment and was not intended to apply to former employees who leave County employment as of the date the Board of Supervisors approves this Agreement.

12.6 Health Plan Committee

12.6.1 One of SLOCPPOA's unit members will participate in a Management-chaired Health Care Plan Committee, and shall have complete authority to act on behalf of SLOCPPOA on Health Care Plan Committee business. This individual will be allowed release time for Health Care Plan Committee meetings as deemed necessary by the Chairperson. It shall be the responsibility of said member and said Committee to:

1. Meet as often as is reasonably necessary.
2. Monitor health care plans.
3. Make cost containment recommendations.
4. Make future recommendations concerning rates.

12.7 Pro-ration of Benefits

12.7.1 Part-time employees hired after February 8, 2005, will receive pro-rated cafeteria plan contributions based on hours worked, paid leave and/or time off granted under the Voluntary Time Off Program (VTO). Pro-ration will be applied to the Cafeteria Plan Allowance indicated in Section 12.3.

12.7.2 Employees employed with the County on or before February 8, 2005, including all part-time and full-time employees, shall be grandfathered to receive, for the entirety of their County employment, the full Cafeteria Plan Allowance as specified in Section 12.3.

12.7.3 Any current employee employed with the County on or before February 8, 2005, who separates from County employment due to layoffs, who is subsequently reinstated or reemployed pursuant to Civil Service Rules, will resume receiving the full Cafeteria Plan Allowance as specified in Section 12.3 of this Agreement.

12.7.4 Departments shall not work part-time employees more than 210 hours above their allocated hours without the approval of the Office of the County Administrator.

13. SHIFT DIFFERENTIAL

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

13.1.1 Juvenile Services Officers

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

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

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

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

13.1.2 Deputy Probation Officers

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

14. SICK LEAVE

14.1 County Code Reference and Exceptions

14.1.1 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:

14.1.1.1 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.

14.1.1.2 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.

14.1.1.3 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.

14.1.1.4 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.

14.1.1.5 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.

14.1.1.6 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).

14.1.1.7 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 personnel director and the auditor to enforce the provisions of this section.

14.1.1.8 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.

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

14.1.1.10 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.

14.1.1.11 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.

14.1.1.12 Pursuant to board of supervisors approved memorandum of understanding or resolution, permanent employees shall be entitled to exchange sick leave hours for vacation.

14.1.1.13 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).

14.1.1.14 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.

14.1.2 In addition, the following provision shall apply:

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

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

15. ANNUAL LEAVE PROGRAM

Parties agreed that County will amend County Ordinance Code Section 2.44.070(g), Holidays and Time Off, to provide:

Employees with approval of their department head, shall be given the option to either take advantage of County Ordinance Code Section 2.44.070, Holidays and Time Off, or request to participate in the Annual Leave Program. The Annual Leave Program will allow employees to accrue holidays and utilize them as paid time off. Both parties understand that for the employees opting for the annual leave concept, holidays will be considered as a regular workday, but that an additional day of paid time off will be added to their leave balance as the holidays identified in County Ordinance Code Section 2.44.070, Holidays and Time Off, occur.

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

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

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

Any permanent employee who terminates, or is discharged from County service for cause, shall receive payment for the unused portion of the annual leave privilege accumulated up to and including the date of discharge at 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 12 days.

16. LEAVE OF ABSENCE

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

17. STATE DISABILITY INSURANCE (SDI)

17.1 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).

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

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

18. REOPENER

Notwithstanding the provisions of Article 44, FULL UNDERSTANDING, MODIFICATION AND WAIVER, the parties agree that if during the term of this agreement the financial condition of the County becomes such as that there is the need to reduce the hours and days of service, that either party has the right to request the other to negotiate over the possible creation and implementation of a mandatory time off program.

19. VACATION TIME

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

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

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

20. STANDBY DUTY

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

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

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

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

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

Standby duty shall be assigned in writing and shall be compensated at the rate of $2.75 per hour.

21. CONSULTATION STANDBY

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

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

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

22. MILEAGE REIMBURSEMENT

22.1 Parties agree that for the term of this Agreement, County Ordinance Code Section 2.84.031, Compensation for Vehicle Use, shall not be used to determine the rate of compensation for use of private vehicles on County business.

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

23. CALL BACK/CALL IN

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

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

If an employee, who was called back to work and has completed 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.

24. JURY DUTY

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

> Time spent on jury duty will be considered as time worked for the day and the actual hours utilized will reduce the scheduled workday accordingly.
>
> Employees will be granted jury duty time whether or not the hours of jury duty fall within his/her regular shift.

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

25. WITNESS PAY

25.1 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.

25.2 Whenever any full time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels 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.

26. DEFERRED COMPENSATION

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

26.2 Employees who belong or join the Plan shall pay no administration fee to the County.

27. TUITION REIMBURSEMENT FUND

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

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

27.2 Commencing the pay period following Board of Supervisors' approval of the Agreement and for the term of this agreement the individual maximum shall be increased from $250 to $500 per fiscal year.

27.3 The reimbursement will be paid in the following manner:

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

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

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

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

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

28. BILINGUAL DIFFERENTIAL

28.1 Parties agree that an employee designated by their department head to perform bilingual duties shall receive a monthly stipend to compensate for the additional skill demands placed upon them.

28.1.1 The $50 rate shall be paid to County employees who use bilingual skills on a frequent but intermittent basis. This skill is secondary to the normal job function.

28.1.2 The $90 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.

28.2 In either case, the County must determine that bilingual skills are essential for the successful performance of that job. All current administrative rules shall continue to apply. Discretion for this differential remains with the department head.

29. UNIFORM PROVISIONS

29.1 Commencing the pay period following Board of Supervisors' approval of this Agreement, unit members shall receive a one-time payment of three hundred fifty dollars ($350.00) for initial uniform purchases.

29.2 Thereafter, unit members shall receive a uniform allowance in the amount of forty-five dollars ($45.00) per month for uniform maintenance.

30. TRANSPORTATION

The parties agree to continue County Ordinance Code Section 2.84.011, Personal Vehicles, on utilization of employee vehicles, as follows:

> Employees now using County vehicles for work related travel may, at the discretion of appointing authorities, be required to use their own vehicles at agreed upon mileage reimbursement rates. It is not the intent of the County to cause employees to utilize their automobiles for other than personal transportation, except as is the current practice or in the event of an emergency.
>
> It is not the intention of the County to require any employee now using a County vehicle on a regular and constant basis for job-related travel to use her/his private vehicle for substantially similar job-related travel.

31. OVERTIME

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

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

31.2.1 When an employee has accumulated the maximum allowable compensatory time, any overtime worked thereafter will be paid at the rate of time and one-half.

Compensatory time will not be lost if not used in the year it was earned. At the time of separation from County service, unused compensatory time off shall be paid off at the straight-time rate.

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

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

32. HOLIDAYS

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

32.1.1 January 1 (New Years Day);

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

32.1.3 February 12 (Lincoln's Birthday);

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

32.1.5 The last Monday in May (Memorial Day);

32.1.6 July 4 (Independence Day);

32.1.7 First Monday in September (Labor Day);

32.1.8 The second Monday in October (Columbus Day);

32.1.9 November 11 (Veterans Day);

32.1.10 That day in November designated as Thanksgiving Day;

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

32.1.12 December 25 (Christmas Day);

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

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

year. 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.

33. SLOCPPOA RIGHTS

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

34. DIABLO EMERGENCY RESPONSE PLAN

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

35. TEMPORARY EMPLOYMENT

The parties agree that the County may amend County Ordinance Code Section 2.48.080, Temporary Employment, as follows:

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

36. SICK LEAVE ACCRUAL AND PAYOFF

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

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

36.1.2 For those employees entitled to be paid for their accumulated sick leave upon termination from County employment, they shall be entitled to receive payment in accordance with the following table:

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

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

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

37. SICK LEAVE HOURS EXCHANGE FOR VACATION HOURS

37.1 The County and SLOCPPOA agree:

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

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

38. SLOCPPOA GRIEVANCE RESOLUTION

Both parties agree that:

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

38.1.1 Article 4 Renegotiation

38.1.2 Article 40 Use of County Facilities

38.1.3 Article 41 Association Security - Dues Deduction

38.1.4 Article 44 Full Understanding, Modification, Waiver

38.1.5 Article 45 Concerted Activities

38.1.6 Article 46 Implementation and Effect

38.1.7 Article 47 Savings Provisions

38.1.8 Article 33 SLOCPPOA Rights

38.2 The grievance procedure is as follows:

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

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

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

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

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

39. EMPLOYEE SAFETY

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

39.1.1 The County of San Luis Obispo shall:

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

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

39.1.2 Each employee shall:

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

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

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

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

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

40. USE OF COUNTY FACILITIES

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

40.1.1 County bulletin board space allocated for reasonable SLOCPPOA literature and notices at the various work sites, providing that no such facilities shall be utilized to defame, ridicule or harass County employees, its agents, or the public. Management

reserves the right to remove any offensive material, but in so doing shall notify SLOCPPOA and/or the County's Employee Relations Representative who shall then notify SLOCPPOA's office.

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

41. ASSOCIATION SECURITY - DUES DEDUCTION

41.1 Any employee in the unit who is currently or after the effective date of this agreement becomes a member of SLOCPPOA shall remain a member for the duration of this agreement; provided, however, that during the month of December of any year of this agreement any member may withdraw from SLOCPPOA membership by notifying the County and SLOCPPOA through written cancellation of SLOCPPOA dues deduction unless superseded by an implemented Agency Shop.

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

41.3 SLOCPPOA shall indemnify and save harmless the County of San Luis Obispo, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses, or liability arising out of this Article.

42. SPECIAL DISABILITY BENEFITS, PROBATION

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

43. AGENCY SHOP

43.1 Commencing the pay period following notification from SLOCPPOA, Bargaining Unit employees choosing not to become a member of SLOCPPOA or who withdraw from membership pursuant to provisions of Article 41 (Association Security – Dues Deduction) shall pay agency shop fees pursuant to the provisions of this Article. The following agency shop provisions are set forth for informational purposes to generally describe requirements of Government Code section 3502.5 and other applicable laws. If any of the following descriptions are inconsistent with Government Code section 3502.5 or any other applicable law, the provisions of the applicable law shall apply.

43.1.1 Agency Shop as used in this Article means an organizational security arrangement as defined in Government Code Section 3502.5 and applicable law.

43.1.2 Unless the Employee qualifies for an exemption under Article 43.1.8 below, each Employee shall be required to either become and remain a member of Association and pay Association dues, or pay an agency fee to the Association in an amount that does not exceed that which may be lawfully collected.

43.1.3 Association dues or fees shall be deducted from the Employee's paycheck on a bi-weekly basis starting the first day of the month following completion of 30 days of employment, subject to the limitations and practices of the County's payroll system.

43.1.4 As to non-members objecting to the Association spending their agency fee on matters unrelated to collective bargaining and contract administration, the amount of the agency fee charged shall not reflect expenditures which the courts have determined to be non-chargeable, including political contributions to candidates and parties, members only benefits, charitable contributions and ideological expenditures and, to the extent prohibited by law, shall not reflect expenditures for certain aspects of lobbying, ballot measures, publications, organizing and litigation.

43.1.5 The Association shall comply with applicable law regarding disclosure and allocation of its expenses, notice to Employees of their right to object, provision for agency fee payers to challenge the Association's determinations of amounts chargeable to the objecting non-members, and appropriate escrow provisions to hold contested amounts while the challenges are underway.

43.1.6 The Association shall make available, at its expense, an expeditious administrative appeals procedure to unit members who object to the payment of any portion of the representation service fee. Such procedure shall provide for a prompt decision to be made by an impartial decision maker jointly selected by the Association and the objecting Employee(s). A copy of such a procedure shall be made available by the Association to non-Association member Employees and the County.

43.1.7 The foregoing description of permissible agency fee charges and related procedures is included herein for informational purposes and is not intended to change applicable law.

43.1.8 Exemption from Agency Fee Obligations Religious/Conscientious Objections - A Employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. The Employee must present a written declaration to the Association, with a copy to the Public Authority that he/she qualified for this exemption. The Employee will be required to pay agency shop fees to a nonreligious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of

the Internal Revenue Code, as designated by the Employee from a list designated by the parties.

43.1.9 Leave Without Pay/Insufficient Earnings - The Employee's earning must be sufficient, after required deductions are made, to cover the full amount of the dues or agency shop service fees. Therefore, when a Employee is in a non-pay status for an entire pay period, no withholding will be made to pay for agency fees. In the case of an Employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all required deductions have priority over Association dues and agency shop fees.

43.1.10 Rescission of Agency Shop - An agency shop provision may be rescinded pursuant to the procedures contained in Government Code Section 3502.5(d). Rescission elections shall be conducted by the SCMS using the same procedures utilized for the implementation election.

43.1.11 Association Indemnification - The Association shall indemnify, defend, and hold the Comity, its governing board, officers, and staff, harmless against any and all claims, demands, suits, orders, or judgments, or any other form of liability that arises out of or by reason of this article, or action taken or not taken by the Association or the County under this article. This includes, but is not limited to the County's attorney's fees and costs.

44. 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.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved by the County and ratified by the membership of SLOCPPOA.

The waiver or any breach of any term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

45. CONCERTED ACTIVITIES

45.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the County by SLOCPPOA or by its officers, agents, or members during the term of this Agreement, including the recognition of picket lines or additional compliance with the request of other labor organizations to engage in such activity.

45.2 SLOCPPOA recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the County by employees who are represented by SLOCPPOA, SLOCPPOA agrees in good faith to take all necessary steps to cause those employees to cease such action.

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

46. IMPLEMENTATION AND EFFECT

This Memorandum of Understanding constitutes a mutual recommendation to be submitted to the County Board of Supervisors February 11, 2014. 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.

47. SAVINGS PROVISION

If any provisions of this Agreement are expressly superseded by a state or federal enactment, or are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and existing except to the extent permitted by law and said provisions shall be deemed severable from all other sections hereof; but all other provisions will continue in full force and effect. Upon such severance, at the request of either party, the parties shall meet and confer as soon as possible in a good faith effort to create a substitute agreement for those provisions superseded or held contrary to law.

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

For the County:

Tami Douglas-Schatz,
Management Representative

Dated: 1-30-14

For SLOCPPOA:

Lisa Rivera
President of SLOCPPOA

Dated: 1-30-14

APPROVED AS TO FORM AND LEGAL EFFECT

RITA M. NEAL
County Counsel

By: _____ Dated: 1·31·2014
Timothy McNulty
Assistant County Counsel