MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SAN LUIS OBISPO
AND THE DEPUTY COUNTY COUNSEL ASSOCIATION
2013 – 2015

1. DESIGNATION OF THE PARTIES

1.1 This Agreement is entered into by and between the County of San Luis Obispo (hereinafter "County"), and the Deputy County Counsel Association (hereinafter "DCCA," "Association" or "Union").

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

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.

1.2.2 DCCA's principal authorized agent shall be DCCA's President or his/her duly authorized representative (address: County Government Center, San Luis Obispo, CA 93408; Telephone: [805] 781-5800).

2. TERM

The County and DCCA 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 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 Government Attorneys Union as the exclusive representative of the employees in the Government Attorneys' Unit.

3.2 The Union shall continue to retain, (1) its articles of incorporation, (2) its by-laws, and (3) its local autonomy and control over its (a) operations, (b) power to make and enforce contracts with County, and (c) performance of its contractual and representational obligations with the County and its employees.

3.3 The term "employee" or "employees" as used herein shall refer to those persons in the Attorneys' Unit occupying positions in the attached list of classifications 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

In the event either party wants to negotiate a successor Agreement, such party shall serve upon the other during the period between January 1 and March 1, 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.

Unless the parties agree otherwise, negotiations shall begin no later than thirty (30) days after such receipt of the initiating party's notice or March 1, whichever is later.

Employees who serve as designated members of DCCA's Negotiating Team shall be allowed reasonable time off without loss of compensation or other benefits when formally meeting and conferring with representatives of the public agency on matters within the scope of representation.

5. COUNTY RIGHTS AND RESPONSIBILITIES

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

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

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

6. WORK SCHEDULES

The parties agree to continue the following work schedule policies:

6.1 The parties acknowledge that Unit members are professional attorneys who, in the course of their duties, are not subject to defined working hours. It is expressly acknowledged that management may determine the days and hours during which Unit members shall be required to work and to the extent consistent with law, Unit members shall be deemed to work 40 hours per week, if certified by the District Attorney. As Fair Labor Standards Act (FLSA) Regulations state, the special public-sector rule based on "principles of public accountability" involves the concept that "the use of public funds should always be in the public interest" and that "public employees should not be paid for time they do not work", unless it is time otherwise guaranteed to unit members such as vacation, administrative, or personal leave.

6.2 During a period of emergency, which can be declared by the County and may be Countywide or by specific work location, County has the right to release employees from employment, reschedule their job duties 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. 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. 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.

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

7. WORK LOCATION

The parties agree to continue the following work location policy:

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.

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

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

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

8. SALARIES

8.1 Salaries for 2013/14 and 2014/15

8.1.1 Effective the beginning of the pay period that includes January 1, 2014, the County shall increase the salaries of bargaining unit personnel by seven-tenths of one percent (0.7%).

8.1.2 There shall be no additional general salary increases for unit members through June 30, 2015.

8.1.3 The parties agree that the salary adjustments described herein comply with the requirements of County Code Section 2.48.180, which section is also known as the County Prevailing Wage Ordinance (PWO). The parties agree to be bound by the final determination on the merits of the subject of prevailing wage as presented in the pending litigation between the parties. However, the parties further stipulate that in the event that DCCA's position prevails, the salary and benefit adjustments provided for herein shall not be increased as a result thereof.

8.1.4 The parties agree that the negotiated prevailing wage increases provided for in this Article were 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 prior to the adoption date by the Board of Supervisors of this MOU or its various provisions and any changes that may occur during the term of this agreement. (See Article 17, IMPLEMENTATION AND EFFECT).

8.2 Market Wage Study

8.2.1 The parties agree to conduct a compensation study and attempt to agree upon (1) comparable employers, (2) what components of total compensation shall be measured, and (3) how to value a particular component of total compensation that will be measured. The parties dispute whether, as the County maintains, a 3.06% offset should be applied to calculation of unit members' total compensation. By entering into this agreement, neither party waives any right it has or may have to contest in any appropriate forum the manner in which total compensation has been or will be calculated.

8.2.2 The parties' respective proposals regarding the above factors and regarding compensation adjustments shall be completed and exchanged on or before March 1, 2015.

9. RETIREMENT CONTRIBUTION

9.1 Pension Pick-Up

9.1.1 The County agrees to continue to "pick up" a portion of the Tier 1 and Tier 2 employee's contribution to the County's Employees' Retirement Plan whereby the County will pay nine and twenty-nine hundredths percent (9.29%) of the pensionable wages to the County's Retirement System on behalf of each such employee. As set forth in the Retirement Plan, the "pick up" amount is pensionable income.

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 nine and twenty-nine hundred percent (9.29%) 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 These amounts paid by the County, referred to in Section 9.1.1, are for a portion of the unit member's contributions provided in lieu of salary and are paid by the County to partially satisfy the employee's obligation to contribute to the County Pension Trust.

9.1.3 Unit members shall have no option to receive the contributed amounts directly as salary instead of having them paid by the County to the Pension Trust as payment of a portion of the required employee retirement contribution on behalf of the unit members.

The parties agree that the County's "pick-up" of employees' Pension Trust contributions is based on County of San Luis Obispo Employees' Retirement Plan section 5.05.1 and the tax treatment permitted by California and Federal law including particularly Internal Revenue Code section 414(h)(2) as well as state statutes and regulations and federal statutes, regulations, and revenue rulings. It is understood that these laws may be altered by the law-making bodies and agencies and such a contingency is beyond the control of the parties. In that regard, the County shall declare that it is "picking up" these employer-paid member contributions pursuant to Internal Revenue Code section 414(h)(2) so that they will not be reported as taxable income.

9.2 Pension Dispute. The purpose of this provision is to facilitate the parties' agreement to a multi-year MOU, while preserving each party's respective position regarding the lawfulness of the County's pension sharing policy, whereby the County is requiring employees to share (50/50) increases in total pension costs.

9.2.1 DCCA recognizes that for Tier 1 and Tier 2 members, effective the pay period including January 1, 2014, the San Luis Obispo County Pension Trust (the Trust) Plan Actuary has recommended an increase to the funding of the Plan in an amount equal to 0.97% of pensionable income. Based upon previous action taken by the County, which DCCA is challenging, the County intends to enact, over Association-objection, a resolution calling for a 0.48% increase in pensionable income to the member contribution rate of

employees represented by DCCA, which increase represents approximately one-half of the total retirement contribution increase assessed by the Trust. At the same time the member contribution rate would increase by 0.48%, the County's Appropriation Rate would increase by 0.49% of pensionable income. The increase in pension costs effective the pay period including January 1, 2014 for Tier 1 and Tier 2 members referenced in this subsection 9.4.1 shall not apply to Tier 3 members.

9.2.2 DCCA reserves all rights to challenge the approach pursued by the County, including implementing the increase in member contribution rates effective January 1, 2014, as described above, in any appropriate forum, including the pending litigation between the parties, and to assert its position that this approach violates the vested rights of employees it is recognized to represent. The County reserves the right to contend in response to any such challenge that: (1) contrary to the assertions of DCCA, the County's approach and its policy do not impair any vested rights of employees represented by DCCA; and (2) any legal action instituted by DCCA, including the pending litigation, is preempted by PERB.

9.2.3 As a result of the foregoing, the parties agree to be bound by the final determination on the merits of the subject of how pension rate increases are to be allocated among the employer and plan members, including those presented in the pending litigation between the parties.

9.2.4 The County agrees and represents that it will not assert the existence of this Agreement in any way, shape or form as an admission by DCCA or any other acknowledgement as to the correctness of the County's approach. It is understood that DCCA reserves, and is not waiving, any and all rights to challenge any actions of and by the County pursuant to its approach described above, and the provisions set forth in this Section 9.2 are without prejudice to those rights.

10. RETIREMENT

Retirement benefits for employees represented by DCCA are as set forth in the San Luis Obispo County Employees Retirement Plan.

11. HEALTH BENEFITS

11.1 Health Coverage and Other Benefits

11.1.1 General Provisions

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

11.1.1.2 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.

11.1.1.3 Under this Agreement for those employees who elected County medical insurance under this section, the County will contribute a total of $1,096 per month. This amount equals the PEMHCA required employer minimum contribution plus the Cafeteria Plan Allowance. This contribution is as follows:

PEMHCA Minimum Contribution + Cafeteria Allowance = $1,096 per month

11.1.1.4 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 $1,096 per month to $1,146 per month. This amount equals the PEMHCA required employer minimum contribution plus the Cafeteria Plan Allowance. This contribution is as follows:

PEMHCA Minimum Contribution + Cafeteria Allowance = $1,146 per month

11.1.1.5 For those active employees who opt out of County sponsored medical insurance, the County shall contribute only the Cafeteria Plan Allowance specified in section 11.1.3.

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

11.1.2 PEMHCA Required Monthly Contribution

11.1.2.1 For each employee enrolled in a County medical insurance plan, the County will contribute the minimum monthly employer contribution required under PEMHCA. For calendar years 2013 and 2014, the minimum monthly employer contribution is $139. For future years, the minimum monthly employer contribution shall be determined by CalPERS.

11.1.3 Cafeteria Plan Allowance

11.1.3.1 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.

11.1.3.2 Except as otherwise stated herein, the County will contribute a monthly Cafeteria Plan Allowance of $957 per employee enrolled in a County medical insurance plan plus the required PEMHCA contribution referred to in section 11.1.2.1 above.

11.1.3.3 Except as otherwise stated herein, commencing the pay period including July 1, 2014, the County will increase its monthly Cafeteria Plan Allowance contribution of $957 to $1,007 per employee enrolled in a County medical insurance plan plus the required PEMHCA contribution referred to in section 11.1.2 above.

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

11.1.4.1 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.

11.1.4.2 The County will contribute $957 per month per employee not enrolled in a County medical insurance plan.

11.1.4.3 Commencing the pay period including July 1, 2014, the County's contribution will increase from $957 to $1,007 per month per employee not enrolled in a County medical insurance plan.

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

11.1.4.4.1 The County will pay a capped cafeteria amount of $1,007 per month to each employee who elects to "opt out" of a County-sponsored medical plan, for as long as the employee continues to opt out after January 1, 2015.

11.1.4.4.2 If employee who has opted out later elects to enroll in a County-sponsored medical plan, provision 11.1.3 shall apply.

11.1.4.5 For any employee who has not elected to opt out of a County-sponsored medical plan prior to January 1, 2015, but then elects to opt out of a County-sponsored medical plan on or after January 1, 2015, the following provisions shall apply:

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

11.1.4.5.2 Employees shall receive no cash out.

11.1.4.5.3 If employee who has opted out later elects to enroll in a County-sponsored medical plan, provision 11.1.3 shall apply.

11.1.5 Other Cafeteria Plan Provisions

11.1.5.1 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 11.1.3), and dependent medical, if any. The County's obligation to make these contributions shall not exceed the total Cafeteria Plan contributions in Section 11.1.3.

11.1.5.2 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.

11.1.6 Health Plan Committee

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

11.1.7 Pro-ration of Benefits

11.1.7.1 Part-time employees hired after February 25, 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 11.1.3.

11.1.7.2 Employees employed with the County on or before February 25, 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 11.1.3.

11.1.7.3 Any current employee employed with the County on or before February 25, 2005, that separates from County employment due to layoffs, who is subsequently reinstated or reemployed pursuant to Civil Service Rules, will resume receiving the full Cafeteria Plan Allowance as specified in Section 11.1.3 of this Agreement.

11.1.7.4 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.

12. OTHER BENEFITS

12.1 Bar Dues

The County shall reimburse bargaining unit members for the cost of (a) California State Bar membership dues, including dues for any section thereof, and (b) membership fees in the San Luis Obispo County Bar Association, including fees for any section thereof.

12.2 Education Allowance

12.2.1 Maximum Allowance.

The County will provide reimbursement to a maximum of $851.78 per fiscal year to each attorney for professional training, books, periodicals, subscriptions, membership dues, and/or computer software.

12.2.1.1 Request for reimbursement will be submitted to the department head first and then the Auditor-Controller/designee for approval and signature ensuring compliance with this contract and in accordance with the following criteria:

12.2.1.2 The course, seminar; books, 'periodicals, subscriptions, association dues, or software must relate directly to the attorney's work assignment.

12.2.1.3 The course or seminar must be sponsored by a bona fide training institution, professional organization, or accredited college or university.

12.2.1.4 The request for authorization must be received prior to, during or immediately after the period the course/seminar or purchase/payment is conducted and following the submission deadline established each fiscal year by the Auditor-Controller's office.

12.2.1.5 Proof of completion with a "C" grade or better, a "Pass", certificate of successful completion, or proof of attendance for all trainings, classes, and seminars.

12.2.2 Approved claims for reimbursement will be submitted to the Auditor-Controller for payment processing, accompanied by:

12.2.2.1 Appropriate receipt(s) for payment of tuition, registration fees, invoice for books, etc.

12.2.2.2 Approved education allowance reimbursement form.

12.2.3 Claims must be submitted to the Auditor-Controller during the same fiscal year as the expense was incurred, in compliance With the Auditor-Controller's office deadlines. The Auditor-Controller may periodically examine records to assure compliance with generally accepted auditing standards.

12.2.4 In lieu of receiving the Education Fund allowance set forth in section 12.2.1, a member of the bargaining unit may elect to have the Department purchase a tablet computer at a cost NOT to exceed $851.78 for the member within a reasonable time after October 1, 2014, for use consistent with the County's Acceptable Use Policy. If such an election is made, the member shall not be entitled to receive the Education Fund allowance for the fiscal year in which the tablet computer was purchased. Ownership of the tablet will remain with the County and is not available for the employee to keep upon separation from County employment. Employees who do not exercise this option shall continue to receive the annual allowance set forth above in section 12.2.1.

12.3 Wellness

Wellness Unit members shall be eligible to participate in the Management Wellness/Fitness program and receive up to $200 per year reimbursement in accordance with the terms of such program. Said unit members will be bound by the same plan, rules, participation requirements, vendors, and cost limitations as are generally applicable to County Management. DCCA acknowledges that County retains the right to alter, amend, or repeal the current plan, rules, participation requirements, vendors, and cost limitations, at any time.

12.4 Mileage Reimbursement

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.

12.5 Bilingual Pay

The parties agree that the County Code Section 2.48.170(d) shall apply to matters relating to bilingual differential.

12.6 Sick Leave

Employees shall be entitled to the Sick Leave benefits as officially adopted and currently set forth in County Ordinance Section 2.44.060

12.7 Voluntary Employee Beneficiary Association (VEBA)

Parties agree that DCCA may participate in the County's current Voluntary Employee Beneficiary Association (VEBA). DCCA agrees to enter into the program under guidelines developed by the County. It is agreed that any agreed-upon Post Employment Health Plan (PEHP) will be funded by the employee's accrued sick leave balance. Currently the County has a VEBA plan in force that allows for a Universal VEBA and the County has the right to continue, modify or replace this plan. Final approval will be made by the County.

12.8 Sick Leave Exchange for Vacation

12.8.1 Employees who have more than five (5) years of service with the County as a permanent employee shall be entitled to exchange two hours of sick leave for one hour of vacation. The maximum number of hours that can be exchanged during a calendar year shall be eighty (80) sick leave hours for forty (40) vacation hours. Provided, however, such employees must maintain a minimum balance of thirty (30) days of sick leave, and shall only be permitted to exchange those sick leave hours over the required thirty day sick leave balance.

12.8.2 Except as otherwise specifically provided in this Article, the provisions of County Code Sections 2.44.050, Vacations, and 2.44.060, Sick Leave, shall govern all matters relating to vacation and sick leave. Additionally, Section 12.11, Vacation Time, of this agreement, shall apply with respect to maximum number of hours of accrued vacation privilege hours.

12.9 Holidays

12.9.1 County Code Section 2.44.070, Holidays and Time Off, providing for the terms and conditions controlling use of paid holidays for all permanent and probationary employees of this Unit during the term of this Agreement shall be continued. The County's holidays for this Unit shall be:

1. January 1 (New Years Day);
2. The third Monday in January (Martin Luther King Day);
3. February 12 (Lincoln's Birthday);
4. The third Monday in February (Washington's Birthday);
5. The last Monday in May (Memorial Day);
6. July 4 (Independence Day);
7. First Monday in September (Labor Day);
8. The second Monday in October (Columbus Day);
9. November 11 (Veterans Day);
10. That day in November designated as Thanksgiving Day;
11. The Friday in November immediately following the day designated as Thanksgiving Day;
12. December 25 (Christmas Day);

13. All other days as may be proclaimed by the County's Board of Supervisors.

12.9.2 The parties agree that on May 24, 2005, the Board of Supervisors established a personal leave day (8 hours) for DCCA represented employees in exchange for elimination of Admissions Day (September 9) as a paid holiday. The personal leave day will be allowed to be used at anytime during the current fiscal year and available personal leave will be displayed on individual employees' leave statement. Only permanent status employees are eligible and permanent status part-time employees shall take personal leave on the same pro rata basis as their part-time schedule bears to the full work schedule of their department. This personal leave day cannot be accrued and will be lost unless utilized during the fiscal year.

12.9.3 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.

12.10 Admin Leave

Employees will be provided with a maximum of thirty-two (32) hours of administrative leave each fiscal year. The 32 hours of administrative leave will be available for use on the first day of the first pay period of each fiscal year subject to department approval. This administrative leave cannot be accrued and will be lost unless utilized during the fiscal year. Administrative leave will not be cashed out upon separation from employment with the County.

12.11 Vacation Time

12.11.1 Employees shall be entitled to the Vacation benefits as officially adopted and currently set forth-in County Code Section 2.44.050. In addition, the following provisions shall apply:

12.11.1.1 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.

12.11.1.2 The total number of vacation hours which may be accrued at any time is 320 hours.

13. UNION SECURITY

The County agrees to automatic payroll deduction of DCCA dues and additionally agrees to automatic deduction for DCCA 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 DCCA, for the total amount of the individual deductions for dues.

DCCA 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.

14. USE OF COUNTY FACILITIES

County agrees that DCCA shall have the right to use:

14.1 A County bulletin board space allocated for reasonable DCCA 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.

It is understood that such bulletin board space shall be used only for the following subjects:

14.1.1 DCCA recreational, social and related new bulletins;

14.1.2 Scheduled DCCA meetings;

14.1.3 Information concerning DCCA elections or the results thereof;

14.1.4 Reports of official business of DCCA; and

14.1.5 Other materials concerning DCCA business.

14.2 Upon prior arrangement, and subject to availability, County facilities (meeting rooms) during reasonable non-working hours for the purpose of conducting meetings.

15. 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.

Except as otherwise provided in this Agreement, during its term each party relinquishes its right under Section 3505 of the California Government Code to compel the other to meet and confer in good faith with regard to any proposed change in the wages, hours or other terms and conditions of employment of attorneys represented by DCCA with respect to any matter-within its scope of representation as defined in Government Code Section 3504, so that the existing wages, hours and terms and conditions of employment of the attorneys represented by DCCA that are within its scope of representation, as modified by this Agreement, shall remain in full force and effect throughout its entire term.

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 DCCA.

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.

16. CONCERTED ACTIVITIES

16.1 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 DCCA 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.

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

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

17. IMPLEMENTATION AND EFFECT

This Memorandum of Understanding constitutes a mutual recommendation to be submitted to the County Board of Supervisors for approval on [date], 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.

18. 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 provision 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 provision 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 DCCA have executed this Memorandum of Understanding on the day and year first hereinabove set forth.

For the County:

Tami Douglas-Schatz, Management

For DCCA:

Ann Duggan, Vice President, DCCA

Representative

Dated: 11/19/14

Dated: 10/30/14

APPROVED AS TO FORM AND LEGAL EFFECT
RITA NEAL
COUNTY COUNSEL

By: _____
Timothy McNulty
Assistant County Counsel

Dated: 11·19·2014