ATTACHMENT A

# MEMORANDUM OF UNDERSTANDING
# BETWEEN THE COUNTY OF SAN LUIS OBISPO AND
# THE DISTRICT ATTORNEY INVESTIGATORS ASSOCIATION (DAIA)
# DISTRICT ATTORNEY INVESTIGATORS' UNIT AND
# DISTRICT ATTORNEY INVESTIGATORS' SUPERVISORY UNIT
# 2015 – 2017

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# 2015 – 2017

## 1. INTRODUCTION

### 1.1 Designation of the Parties

1.1.1 This Agreement is entered into as of July 1, 2015 by and between the County of San Luis Obispo (hereinafter referred to as "the County"), and the District Attorney Investigators Association (hereinafter referred to as "the Association" or "DAIA"), Bargaining Unit 06.

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

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

**1.1.2.2** The principal authorized agent for DAIA shall be Larry Katz (address: 2055 Junction Avenue, Suite 232, San Jose, CA 95131, tel. (408) 456-5076).

### 1.2 Recognition

1.2.1 Pursuant to the Section 3500 et seq. of the Government Code of the State of California, the duly authorized representatives of the County and the Association, having met and conferred in good faith concerning the issues of wages, hours, and terms and conditions of employment, as herein set forth, declare their Agreement to the provisions of this Memorandum of Understanding.

## 2. TERM

The County and the Association agree that the term of this Agreement commences on July 1, 2015 and expires and is otherwise fully terminated on June 30, 2017.

## 3. RENEWAL

### 3.1 Successor Agreement Negotiations

3.1.1 The County and the Association agree that meeting and conferring over the renewal or continuation of this Agreement shall be initiated at the request of either party no later than March 15th of the last year of this Agreement, and that every effort will be made to reach an agreement prior to the expiration of this Agreement.

## 4. COUNTY RIGHTS AND RESPONSIBILITIES

### 4.1 Employer Rights

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

**4.1.1.1** To manage and direct its business and personnel; to manage, control and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue the work for economic or operational reasons; to direct the work forces; 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 loads; 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.

4.1.2 Nothing in this Article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the County by any law regulating, authorizing or empowering the County to act or refrain from acting, or limit, amend, decrease, revoke or otherwise modify the employees' rights under the County Civil Service Ordinance.

## 5. WORK SCHEDULES

### 5.1 Work Schedule Policies

5.1.1 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. Emergencies can be declared by the County and may be Countywide or by specific work location. Once an emergency is declared, County

has the right to release employees from employment, reschedule their remaining weekly work schedule or retain anyone needed for emergency services, assistance, etc. If not rescheduled, employees released from employment will be released with pay for the remainder of the day, subject to recall at any time during their normal work hours. If recalled during their normal work hours, employees will not be eligible for Call Back or Standby Pay.

5.1.2 Thereafter, if the emergency continues and employees are not rescheduled, employees released from employment have the right, except for accrued sick leave, to use accrued paid leave time or leave without pay for hours that they were released from employment. Released employees will not be allowed to code sick leave, voluntary time off (VTO), or regular work codes. If employee has no leave balances, then employee shall be permitted to request VTO.

5.1.3 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. SALARIES

### 6.1 Salary Ranges

6.1.1 Commencing the pay period including July 1, 2015, wages shall be increased by 2.6%, resulting in the following salary ranges:

| Class | Title | Current Grade | Monthly Range | FY 15/16 Grade | FY 15/16 Monthly Range |
|---|---|---|---|---|---|
| 9645 | DA Investigator I | 3577 | $6,200-$7,537 | 3670 | $6,361-$7,732 |
| 9646 | DA Investigator II | 4092 | $7,093-$8,623 | 4198 | $7,277-$8,843 |
| 9647 | DA Investigator III | 4472 | $7,752-$9,424 | 4588 | $7,953-$9,667 |
| 9675 | Supv DA Investigator | 4860 | $8,424-$10,239 | 4986 | $8,642-$10,506 |

6.1.2 Commencing the pay period including July 1, 2016, wages shall be increased by 2.5%, resulting in the following salary ranges:

| Class | Title | FY 15/16 Grade | FY 15/16 Monthly Range | FY 16/17 Grade | FY 16/17 Monthly Range |
|---|---|---|---|---|---|
| 9645 | DA Investigator I | 3670 | $6,361-$7,732 | 3762 | $6,521-$7,927 |
| 9646 | DA Investigator II | 4198 | $7,277-$8,843 | 4303 | $7,459-$9,065 |
| 9647 | DA Investigator III | 4588 | $7,953-$9,667 | 4703 | $8,152-$9,908 |
| 9675 | Supv DA Investigator | 4986 | $8,642-$10,506 | 5111 | $8,859-$10,769 |

### 6.2 Wage Provisions

6.2.1 There shall be no additional salary increases during the term of the Agreement.

6.2.2 Prior to successor contract negotiations, the parties will convene a subcommittee to review the draft compensation study conducted by the County and to engage in such further study and/or refinement as necessary to enable meaningful negotiations in connection with a successor MOU with respect to:

**6.2.2.1** Recommended comparator organizations,

**6.2.2.2** Elements of compensation to be included in the development of the salary structure, and

**6.2.2.3** Identification of which classifications are above, below, or at market based on the compensation study.

## 7. LEAVE OF ABSENCE

Parties agree that County has the right to amend 2.44.040 to delete subsection (h) which limits individual leaves granted under this section to twenty-four (24) months within a thirty-six (36) month period; and to add language: Leave of absence from County employment will be granted only in accordance with the provisions of legally mandated leave laws unless otherwise determined by County Ordinance or policy.

## 8. RETIREMENT CONTRIBUTIONS

### 8.1 Pension Pick-Up

8.1.1 The County agrees to continue to "pick-up" a portion of the Tier 1 and Tier 2 employees' contribution to the County's Employees Retirement Plan by a plan whereby the County will pay seven and two tenths percent (7.2%) of pensionable wages.

**8.1.1.1** 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 seven and two tenths percent (7.2%) 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.

8.1.2 These amounts paid by the County, referred to in Section 8.1.1, are for a portion of the unit member's contributions and are paid by the County to partially satisfy the employee's obligation to contribute to the County's Employees Retirement Plan.

8.1.3 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 as provided in 8.1.1 above is to accommodate the desire of the Association to achieve its expectation for more favorable tax consequences under the approach contained in this Agreement than would be available to its members under the simpler method of deducting employee contributions for these benefits from the taxable wages or salaries of unit members.

8.1.4 Unit members shall have no option to receive the contributed amounts directly instead of having them paid by the County to the Retirement Plan on behalf of the unit members.

8.1.5 It is further understood and agreed by the parties that the County's "pick-up" of employees' Pension Trust contributions is based upon Retirement Plan Section 5.05.1 and on the tax treatment permitted by applicable state and federal legal authority, including statutes, regulations, and revenue rulings. It is understood that state and/or federal authorities may alter this tax treatment which is beyond County's control.

8.1.6 Association 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's Employees Retirement Plan.

### 8.2 Employee Pension Changes

8.2.1 Any increases in pension costs shall be split equally (50/50) by the parties for Tier 1, Tier 2, and Tier 3, as adopted by the Board of Supervisors after receipt of actuarial data.

8.2.2 For the term of this Agreement only, unit members' fifty percent (50%) share of any pension increases shall not exceed a total of 3%. Any increase above the aforementioned 3% shall be included in determining the employee share of pension increases in subsequent years.

## 9. PREVAILING WAGE ORDINANCE

### 9.1 Compliance

9.1.1 The parties agree that the economic provisions of the Agreement comply with the requirements of County Code Section 2.48.180 as amended.

## 10. RETIREMENT

### 10.1 Reciprocal Benefits

10.1.1 The San Luis Obispo County Employees Retirement Plan will continue to provide for reciprocal benefit treatment the California Public Employees Retirement System (CalPERS) which incorporates through the reciprocity agreement with CalPERS other contract agencies, counties and municipalities that are also reciprocal with CalPERS, provided, however, that any Plan amendments which may be necessary to maintain that status shall require approval of both parties.

### 10.2 Tier 1 Retirement

10.2.1 Pension Enhancement:

**10.2.1.1** Effective September 13, 2005, the parties agreed to a 3% at 55 retirement plan formula for safety members, with a ninety percent (90%) cap on the retirement benefit percentage and with single highest year. The County will contribute to and cap its contribution at two percent (2%) of the employer's cost of the estimated four and nineteenth one hundredths percent (4.19%) of the employer cost increase for this pension enhancement. Unless agreed to by both parties, any additional costs for this enhancement will be the responsibility of unit members.

**10.2.1.2** County agrees that effective the pay period that includes December 31, 2006 it will increase its contribution by three and seventy-four hundredths percent (3.74%) above the two percent (2%) cap established in 10.2.1. above.

10.2.2 Deferred Retirement Option Plan (DROP)

**10.2.2.1** Employees in the bargaining unit are eligible for the DROP program in accordance with the terms of the County's Employees Retirement Plan.

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

**10.3 Tier 2 Retirement**

10.3.1 Effective December 25, 2011, a second tier plan was established and shall include the following major benefit provisions:

**10.3.1.1** Retirement formula 3% at 55;

**10.3.1.2** 90% benefit cap;

**10.3.1.3** 2% COLA, no carryover;

**10.3.1.4** No deferred retirement option plan (DROP);

**10.3.1.5** 3 year average final compensation

**10.4 Tier 3 Retirement**

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

10.4.2 "New members," as defined by the Public Employees' Pension Reform Act (PEPRA) shall be eligible for retirement formula as outlined in PEPRA and as defined in Article 30 of the San Luis Obispo County Employees Retirement Plan, known as Tier 3 for all County Employees.

## 11. HEALTH COVERAGE AND OTHER BENEFITS

### 11.1 General Provisions

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

11.1.2 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.

11.1.3 Under this Agreement, for those employees who elect County medical insurance under this section, the County's contribution will be $816.07 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 = $816.07 per month

11.1.4 For those active employees who opt out of County sponsored medical insurance, the County shall contribute only the Cafeteria Plan Allowance specified in section 11.4.

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

### 11.2 PEMHCA Required Monthly Contribution

11.2.1 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 2015, the minimum monthly employer contribution is $122. For future years, the minimum monthly employer contribution shall be determined by CalPERS.

### 11.3 Cafeteria Plan Allowance

11.3.1 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.

11.3.2 Except as otherwise stated herein, the County will contribute a monthly Cafeteria Plan Allowance contribution of $694.07 per employee enrolled in a County medical insurance plan plus the required PEMHCA contribution referred to in section 11.2.1 above, subject to the restriction listed in 11.3.2.1.

**11.3.2.1** For future calendar years, the $694.07 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 $816.07 per month.

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

11.4.1 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.

11.4.2 For employees who elect to opt out prior to January 1, 2014 the following provisions shall apply:

**11.4.2.1** The County will pay $594.07 per month to each employee who elects to "opt out" of a County-sponsored medical plan.

**11.4.2.2** The employee will receive the cafeteria amount in accordance with section 11.4.2.1 for as long as the employee continually elects to opt out after January 1, 2014.

**11.4.2.3** If employee who has opted out later elects to enroll in a County-sponsored medical plan, provisions 11.1 through 11.3 shall apply.

11.4.3 For any employee who elects to opt out of a County-sponsored medical plan on or after January 1, 2014, the following provisions shall apply:

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

**11.4.3.2** Employees shall not receive the cash out specified in section 11.4.2.

**11.4.3.3** If employee who has opted out later elects to enroll in a County-sponsored medical plan, provisions 11.1 through 11.3 shall apply.

## 11.5 Other Cafeteria Plan Provisions

11.5.1 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 11.3.3), and dependent medical, if any. The County's obligation to make these contributions shall not exceed the total Cafeteria Plan contributions in Section 11.3.2 and 11.3.3.

11.5.2 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.

**11.6 Health Plan Committee**

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

**11.7 Pro-ration of Benefits**

11.7.1 Part-time employees hired after September 13, 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 11.3.

11.7.2 Employees employed with the County on or before September 13, 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 11.3.

11.7.3 Any current employee employed with the County on or before September 13, 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 11.3 of this Agreement.

**11.8 Voluntary Employee Beneficiary Association (VEBA)**

11.8.1 Parties agree that DAIA may participate in the County's current Voluntary Employee Beneficiary Association (VEBA). DAIA, as representative of the District Attorney Investigators Unit, agrees to enter into the program under guidelines developed by County. It is agreed that any agreed upon Post Employment Health Plan (PEHP) will be funded with County contributions only. 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.

11.8.2 Increases or decreases in VEBA PEHP contributions may be negotiated by individual bargaining units. Parties acknowledge that increases or decreases in contributions the County makes on behalf of other bargaining units are exclusively for those units and will not apply to the DAIA. For employees who separate from County employment, the maximum VEBA contribution for DAIA shall increase from $20,000 to $25,000 as soon as administratively feasible.

## 12. WELLNESS/FITNESS PROGRAM

In exchange for the annual physical examination program, unit members shall be eligible to participate in the Management Wellness/Fitness 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. DAIA acknowledges that County retains the right to alter, amend, or repeal the current plan, rules, participation requirements, vendors, and cost limitations, at any time.

## 13. DIFFERENTIAL FOR BILINGUAL EMPLOYEES

### 13.1 County Code Reference and Exceptions

13.1.1 The parties agree that the County Code Section 2.48.171(c) shall apply to matters relating to bilingual differential.

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

## 14. OVERTIME

### 14.1 County Code Reference

14.1.1 Except as is otherwise provided in this Agreement or required by law, the parties agree that County Code 2.44.030, Overtime, shall govern all matters relating to overtime. In addition, the following provision shall apply:

1. Time off may be accumulated to a total maximum of one hundred and twenty (120) hours of compensatory time earned for every 80 hours worked.

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

## 15. STAND-BY

### 15.1 Provisions

15.1.1 "Stand-by" means that period of time during which an employee is required by his/her department head to be available by telephone for return to work within a reasonable length of time.

15.1.2 Department heads shall designate in writing to the Auditor-Controller the employees assigned to stand-by duty.

15.1.3 Employees placed on stand-by duty shall be paid ten dollars ($10.00) for each twenty-four (24) hour stand-by shift.

## 16. HEALTH AND SAFETY

The County agrees to continue to provide body armor for unit members, proven it is worn in accordance with department policy.

The County and DAIA 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:

The County of San Luis Obispo shall:

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)],

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.

Each employee shall:

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.

Parties agree to continue County Code Section 2.28.010, Creation, and to allow for the addition of three (3) 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 two (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 un-expired term.

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

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

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 Code Section 2.28.010(a).

## 17. LIFE AND DISABILITY INSURANCE

All unit members shall receive life and disability insurance coverage comparable to classifications in the unrepresented Operations and Staff Management bargaining unit (BU07).

## 18. HOLIDAY PAY DURING A PERIOD OF LEAVE

County Code Section 2.44.070(f), Holidays and Time Off, shall be amended to provide:

That employees will now be eligible for Holiday pay even if they were on a leave of absence pursuant to Section 2.44.040, Leave of Absence Without Pay, or were on sick leave pursuant to Section 2.44.060, Sick Leave. Employees on leave will be granted Holiday pay on a pro rata basis pursuant to an average of their paid weekly hours four (4) weeks prior to the holiday.

## 19. HOLIDAY LEAVE FOR PERMANENT PART-TIME EMPLOYEES

### 19.1 County Code Reference and Exceptions

19.1.1 The parties agree that the County Code Section 2.44.070 shall apply to matters relating to holiday leave for permanent part-time employees.

19.1.2 In addition, the following provision shall apply:

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

19.1.3 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.

## 20. VACATION LEAVE FOR PERMANENT PART-TIME EMPLOYEES

### 20.1 County Code Reference and Exceptions

20.1.1 The parties agree that the County Code Section 2.44.050 shall apply to matters relating to vacation leave for permanent part-time employees.

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

## 21. SICK LEAVE FOR PERMANENT PART-TIME EMPLOYEES

### 21.1 County Code Reference and Exceptions

21.1.1 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:

**21.1.1.1** 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.

**21.1.1.2** 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.

**21.1.1.3** 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.

**21.1.1.4** 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.

**21.1.1.5** 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.

**21.1.1.6** 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).

**21.1.1.7** 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.

**21.1.1.8** 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.

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

**21.1.1.10** 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.

**21.1.1.11** 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.

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

**21.1.1.13** 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.

21.1.2 In addition, the following provision shall apply:

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

21.1.3 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.

## 22. TEMPORARY EMPLOYMENT

In accordance with County Code Section 2.48.080, Temporary Employment:

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.

## 23. (NOT USED)

## 24. SAFETY EQUIPMENT ALLOWANCE

### 24.1 County Code Reference and Exceptions

24.1.1 The parties agree that the County Code Section 2.53.050 shall apply to matters relating to district attorney investigator safety equipment allowance.

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

## 25. DEFERRED COMPENSATION PROGRAM

Employees will continue to be eligible to join the County's Deferred Compensation Plan. Employees will be bound by the same Plan, rules and participation agreements as are generally applicable to other County employees.

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

Effective on the implemented date of this Agreement, employees who belong or join the Plan shall pay no administration fee.

## 26. HOLIDAYS

### 26.1 County Code Reference and Exceptions

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

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

26.1.2 The personal leave day granted in exchange for observing September 9 (Admission Day) will be allowed to be used at anytime during the current fiscal year with supervisory approval. 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.

26.1.3 At such time when all other Employee Organizations representing County employees have agreed, the County reserves the right to update County Code 2.44.070, Holidays and Time Off, to provide that the holidays designated as Lincoln's Birthday and Veterans Day shall be observed either on a Monday or a Friday on the week on which the holiday falls.

## 27. VACATIONS

Accumulated, unused vacation time will not exceed three hundred twenty (320) standard duty hours per employee. Thereafter, additional accumulation will be suspended unless otherwise approved in advance by the County Administrator, in the County Administrator's sole discretion, in cases where such is beneficial to County.

## 28. PRODUCTIVITY AND TRAINING

The parties recognize the need to economize in the face of shrinking fiscal resources available to the County. Because of this, the parties pledge their support and cooperation in an effort to increase productivity and efficiency during the lift of this Agreement.

## 29. ASSOCIATION SECURITY-DUES DEDUCTION

The County agrees to provide automatic payroll deduction of Association dues for the members of said unit. Such deduction will become effective with the start of the first payroll period after receipt of the appropriate written and voluntary authorization form as developed mutually by the parties and signed by the employee. County further agrees to issue a check, payable to the Association, for the total amount of the individual deductions.

The Association will 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 arising out of this Article.

## 30. REOPENER

Notwithstanding the provisions of Article 39, Full Understanding, Modification, 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.

## 31. SICK LEAVE ACCRUAL AND PAYOFF

### 31.1 County Code Reference and Exceptions

31.1.1 The parties agree that the County Code Section 2.44.060 shall apply to matters relating to sick leave accrual and payoff. In addition, the following provisions shall apply:

1. Accrual of sick leave shall be limited to two hundred sixty (260) working days.
2. For those employees entitled to be paid for their accumulated sick leave upon termination from County employment, they shall be entitled to receive payment as follows:

   For days 0-180, accrual rate is one-half accrued sick leave at the employee's current rate of pay. For days 181-260, DAIA agrees that

there will be no sick leave payoff for time accrued in excess of 180 days.

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

## 32. SICK LEAVE HOURS EXCHANGE FOR VACATION HOURS

### 32.1 Provisions

32.1.1 The County and the DAIA agree:

**32.1.1.1** Employees who have more than fourteen (14) years of service with the County as a permanent employee shall be entitled to exchange two hours of sick leave for one hour of vacation. The maximum number 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.

**32.1.1.2** Except as otherwise specifically provided in this Article, the provisions of County Code Sections 2.44.050 and 2.44.060 shall govern all matters relating to vacation and sick leave.

## 33. (NOT USED)

## 34. VACATION LEAVE FOR PROBATIONARY EMPLOYEES

Parties agree that County may amend Section 2.44.050(b) to exclude accrual of vacation time by employees who are on their initial probationary period as a new employee. Once they are granted permanent status they will be given a one time credit for vacation time they would have earned if they had been on permanent status.

## 35. CAREER INCENTIVE

### 35.1 Eligibility and Incentive Allowance

35.1.1 An Intermediate level career incentive allowance in the amount of twenty-six dollars and fifty-four cents ($26.54) shall be paid biweekly for possession of a Peace Officer Standards and Training Intermediate Certificate or possession of an associate of arts or associate of science degree from an accredited two-year college; or

35.1.2 An Advanced level career incentive allowance in the amount of sixty-nine dollars and twenty-three cents ($69.23) shall be paid biweekly for possession of a Peace Officer Standards and Training Advanced Certificate or a bachelor of arts degree or a bachelor of

science degree from an accredited four-year college in a law enforcement-related field approved by the Career Incentive Committee.

35.1.3 Employees in the classes designated may establish an initial eligibility and then a continuing eligibility at either of the two allowance levels.

35.1.4 The initial career incentive allowance shall be paid from July 1, 1996, to those persons determined by the Career Incentive committee to be qualified on that date and to other employees in the designated classes from the date eligibility is approved by the Career Incentive Committee. Updates, changes or new applications will only be reviewed by the Career Incentive Committee quarterly, and there will be no retroactivity in a Career Incentive allowance other than as provided for initial applicants pursuant to the July 1, 1996, program inception date for this unit of representation. In no event shall an initial eligibility allowance at the Intermediate level extend beyond December 1997.

35.1.5 For employees at the Intermediate level, for any year subsequent to the year in which the initial allowance is paid, an employee may establish continuing eligibility by completing the education or training approved by the Career Incentive Committee in accordance with the Committee rules for continued maintenance. For Advanced level participants, once eligibility is established, there is no continuing education requirement.

35.1.6 Notice of intention to maintain continuing eligibility at the Intermediate level shall be given to the Career Incentive Committee by submitting proof of continuing education units each December, prior to the year in which continuing eligibility will be granted.

35.1.7 The County Human Resources Director shall certify to the County Auditor the names of those employees eligible to receive a career incentive allowance and of the dates of which the allowance is to begin and end.

## 36. DIFFERENTIAL FOR POLYGRAPHIC OPERATOR

Parties agree that effective July 13, 1997 a single employee designated by their department head to perform polygraph duties shall receive a monthly stipend of forty dollar ($40) to compensate for the additional skill demands placed upon them.

Notwithstanding Government Code Section 3300 et seq., the removal of any person from this assignment may be made without hearing, and shall not be considered a punitive act, as discretion for this assignment remains with the department head.

## 37. USE OF VEHICLES

The DAIA agrees the assignment, use and operation of assigned vehicles, shall be in accordance with the policy set forth by the District Attorney. The DAIA recognizes assigned vehicles are an important and necessary resource in the performance of our duties and responsibilities as fully sworn peace officers and the investigative arm of the District Attorney. The DAIA fully recognizes

that misuse or violation of Departmental rules and regulations in regard to use of vehicles by any District Attorney Investigator shall be grounds for disciplinary action.

## 38. AUTOMATIC PAYROLL DEPOSIT

Direct deposit of County pay into a financial institution of the employee's choice will be required for all employees hired on or after July 1, 2004.

## 39. 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.

It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party will not be required to negotiate, with respect to any matter covered herein, during the term of this Agreement.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein will 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 the Association.

The waiver of any breach of any term, or condition of this Agreement by either party will not constitute a precedent in the future enforcement of all its terms and provisions. Nothing contained herein will limit the rights of the District Attorney Investigators Association or represented employees as set forth in the Civil Service Commission Procedural Guidelines.

## 40. CONCERTED ACTIVITIES

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

The Association 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 the Association, the Association agrees in good faith to take reasonable steps to cause those employees to cease such action.

## 41. IMPLEMENTATION AND EFFECT

It is agreed that this Memorandum of Understanding will not be binding upon the parties either in whole or in part unless and until said Board of Supervisors acts formally to adopt said Memorandum of Understanding.

## 42. SAVINGS PROVISIONS

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will be deemed valid and existing except to the extent permitted by law and said provisions as may be declared so invalid shall be deemed severable from all other sections hereof; but all other provisions will continue in full force and effect.

SIGNATURES

For the County

Tami Douglas-Schatz
Management Representative

Dated: 7/29/15

For DAIA

Mark Vallely
President of DAIA

Dated: 7/29/15

APPROVED TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: Timothy McNulty
Assistant County Counsel

Date: 7.30.2015