

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF SAN LUIS OBISPO  
AND THE SAN LUIS OBISPO COUNTY EMPLOYEES' ASSOCIATION  
SUPERVISORY UNIT (BU05)  
2010 – 2013**

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BETWEEN THE COUNTY OF SAN LUIS OBISPO  
AND THE SAN LUIS OBISPO COUNTY EMPLOYEES' ASSOCIATION  
SUPERVISORY UNIT (BU05)  
2010 – 2013**

**1. INTRODUCTION**

**1.1 Designation of the Parties**

**1.1.1** This Agreement is entered into as of July 1, 2010 by and between the County of San Luis Obispo (hereinafter "County"), and the San Luis Obispo County Employees' Association (hereinafter "SLOCEA" or Association).

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

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

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

**2. TERM**

The County and SLOCEA agree that the term of this Agreement commences on July 1, 2010, except as otherwise set forth in any other Article of this Agreement, and expires and is otherwise fully terminated at midnight on June 30, 2013.

**3. RECOGNITION**

**3.1 Exclusive Representative**

**3.1.1** Pursuant to Section 3500 et seq. of the Government Code of the State of California, the County of San Luis Obispo has previously recognized the San Luis Obispo County Employees' Association as the exclusive representative of the employees in the Supervisory Unit (BU05).

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

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

**3.1.3** The term “employee” or “employees” as used herein shall refer to those persons in the Supervisory Unit (BU05) occupying positions in the attached list of classifications (Appendix “A”) and not otherwise designated as confidential, which are allocated as permanent full-time or permanent part-time, working 12 months per year, normally working 40 hours or more per pay period. The list of classifications may be revised during the term of the Agreement through negotiations in keeping with the County’s Employee Relations Policy. Not included within the term “employee” are all other persons in non-permanent part-time positions, temporary or extra help or persons on contract with the County.

## **4. RENEGOTIATION**

### **4.1 Successor Agreement Negotiations**

**4.1.1** 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.

**4.1.2** The parties shall use their best efforts to initiate successor Agreement negotiations within thirty (30) days after such receipt of the initiating party’s notice or March 15, whichever is later.

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

## **5. COUNTY RIGHTS AND RESPONSIBILITIES**

### **5.1 Employer Rights**

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

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

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

## **6. WORK SCHEDULES**

### **6.1 Work Schedule Policies**

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

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

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

per week. Nothing herein shall be construed to modify whatsoever a workday or work week as defined by the County.

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

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

**6.1.1.5** Alternative work schedules (including flexible work week arrangements) may be established by the departments in accordance with the County's Alternative Work Schedule Policy adopted by the Board of Supervisors on April 20, 2010 as may be modified or changed in the future after meeting and conferring as required by law.

## **7. WORK LOCATION**

### **7.1 Work Location Policies**

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

**7.1.1.1** Except in cases of emergencies, employees will not be reassigned from their designated normal work location without prior notice. If the reassignment is intended as a permanent change, management shall give the employee at least one week's advance notice. The designated normal work location 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.

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

**7.1.2.1** Receive mileage reimbursement for miles traveled from home to the temporary work site or from the permanent work site, whichever is less, only if the temporary assignment requires the employee to travel more miles than the employee would normally travel to their permanent work site.

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

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



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

## **8. SALARIES**

### **8.1 Fiscal Year 2009-2010 Prevailing Wage Adjustment (PWA)**

**8.1.1** Subtract from the Fiscal Year 2009-2010 PWA balance the amount needed to make DROP participants whole for not receiving value for the 3% redirect of salary to retirement pickup retroactive to July, 2009 through a onetime lump sum payment. This is a onetime adjustment for the pay period including 7-1-2009 to the pay period including 6-30-2011. Future adjustments are subject to negotiations. The Association shall identify the current employees to receive this payment and the County shall calculate the lump sum payment based on 4,160 hours per employee for two employees and 3,120 hours for one employee. This lump sum payment shall be made as soon as administratively feasible after approval of the new MOU by the Board of Supervisors.

**8.1.2** Provide remaining balance, estimated to be slightly less than one and eighty-eight hundredths percent (1.88%), to all unit employees retroactive to the start of the pay period that includes 7-1-2010 into base salary. The new base salary for all classifications in this unit shall be as shown in Appendix A.

**8.1.3** The parties recognize that with the payments under this section and the Agreement approved by the Board of Supervisors on 7-13-2010, all County obligations for the Fiscal Year 2009-2010 PWA will have been satisfied.

**8.1.4** No additional general salary increases for Fiscal Year 2010-2011.

### **8.2 Wage Reopeners**

**8.2.1** On or before 2-1-2011 the parties shall commence wage reopener negotiations for possible changes to be effective the pay period including 7-1-2011.

**8.2.2** On or before 5-1-2012 the parties shall commence wage reopener negotiations for possible changes to be effective the pay period including 7-1-2012.

### **8.3 Compliance with Prevailing Wage Ordinance**

**8.3.1** The parties agree that the salary setting process described herein complies with the requirements of County Code Section 2.48.180, which section is also known as the County Prevailing Wage Ordinance.

### **8.4 Market Wage Study**

**8.4.1** As soon as administratively feasible, after approval of the new MOU by the Board of Supervisors, the County shall conduct a compensation study for the

classifications included in bargaining units 01, 05, and 13. The compensation study shall include benchmark jobs identified by the County and discussed with the Association. The benchmark jobs shall be sufficient in number and scope to establish a valid compensation structure.

**8.4.2** The County shall involve a committee of a mutually agreed number of Association representatives at appropriate points in the process.

**8.4.3** Wage and benefit data shall be collected from the following employers:

**8.4.3.1** Local Employers: City of San Luis Obispo, State of California, Cal Poly and San Luis Coastal Unified School District

**8.4.3.2** California Counties: Fresno, Kern, Kings, Monterey, Santa Barbara, Ventura, El Dorado, Sonoma, Placer, and Santa Cruz

**8.4.3.3** Additional California Counties identified by the Association: Napa and Marin

**8.4.3.4** Private sector employer data from within San Luis Obispo County where determined appropriate by the County

**8.4.4** The salary and benefit data that shall be collected includes:

**8.4.4.1** Top step base salary

**8.4.4.2** Employer pick-up of employee's share of retirement

**8.4.4.3** Employer contributions to health insurance

**8.4.5** The wage study and recommended salary structure shall be completed and provided to the Association on or before December 31, 2010. This includes, but is not limited to, County recommended comparator organizations from the list included above, elements of compensation to be included in the development of the salary structure, assignment of non-benchmark jobs to a benchmark, and identification of which classifications are above, below, or at market based on the compensation study.

**8.4.6** The salary structure and data collected as outlined above shall be the basis of the County's wage reopener described above. The County's wage reopener request shall not be limited by the salary structure and data collected as outlined above. The Association reserves the right to submit their own wage study for purposes of negotiations.

## **8.5 Pension "Pick-Up"**

**8.5.1** County will continue to "pick-up" part of the employee Pension Trust contribution on behalf of all employees within the SLOCEA unit of representation. Such "pick-up" shall be eight and seventy five hundredths percent (8.75%) of pensionable wages.

**8.5.2** 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 agreed in Section 8.5.1 above and Articles 9 and 11 below) has been, and continues to be to accommodate the desire of SLOCEA 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.

## **8.6 Eligibility**

**8.6.1** The parties agree that the negotiated prevailing wage increases provided for in subsection 8.1 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 on or prior to the effective dates for implementation of its various provisions (See Article 60, IMPLEMENTATION AND EFFECT).

## **9. RETIREMENT CONTRIBUTION**

### **9.1 Employee Contributions and County Contributions (Appropriations)**

**9.1.1** Effective the pay period that includes 7-1-2010, the employee pension contribution shall increase by .57% and the employer's appropriation (contribution) shall decrease by .57%.

**9.1.2** County will continue to "pick-up" part of the employee Pension Trust contribution on behalf of all employees within the SLOCEA unit of representation covered in this MOU. Such "pick-up" shall be eight and seventy five hundredths percent (8.75%) of pensionable wages.

**9.1.3** During the term of this Agreement, if there are any increases in pension costs, the parties agree to reopen the retirement section of the contract to negotiate specifically the sharing of that increase.

**9.1.4** Reopener on all appropriate sections of the MOU for purposes of negotiating a second lower tier retirement benefit for new employees hired on or after 1-1-2011. The parties shall commence negotiations on this reopener within 10 calendar days of approval of the MOU by the San Luis Obispo County Board of Supervisors. The

implementation of a Tier II retirement level shall not, in itself, increase the cost of the Tier I plan.

**9.1.5** The redirect of 3% to salary from County pension pick-up shall be a subject included in the reopener referred to in Section 8.2.2 above.

**9.1.6** The County agrees to continue a plan whereby the County will contribute (“pick up”) amounts specified in Article 8 above, on behalf of the unit members to the County Pension Trust. These amounts paid by the County are for a portion of the unit member’s contribution and are paid by the County to partially satisfy the employee’s obligation to contribute to the County Pension Trust.

**9.1.7** 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.

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

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

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

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

**9.1.10.2** During the 12 consecutive months of the employee’s highest Compensation Earnable while a member of the Pension Trust.

**9.1.11** In exchange employees will assume all identified costs associated for single highest year final compensation:

**9.1.11.1** When administratively feasible on or after the pay period that includes January 1, 2005, the employee contribution rate table will increase by sixty-six hundredths percent (0.66%); and

**9.1.11.2** Effective with the pay period concurrent with the distribution of prevailing wage salary adjustments for FY 2005-06, the employee contribution rate will increase by fifty-nine hundredths percent (0.59%).

**9.1.12** Deferred Retirement Option Plan (DROP)

**9.1.12.1** Amend all applicable County ordinances and Pension Trust By-laws to establish effective with the pay period that includes January 1, 2005, or as soon as administratively possible, a Deferred Retirement Option Plan (DROP) for members of the Pension Trust. The DROP would provide employees who are eligible for retirement to continue to work for the County after entering into Deferred Retirement status during which the employee's retirement allowance will be paid into a DROP account. An employee enrolled into the DROP retains all rights, privileges and benefits of being an active County employee, except as specifically modified in a DROP Plan Document. The employee enrolled in the DROP continues to be eligible for the active employee Cafeteria 125 Plan benefits and is not eligible for retiree health benefits. Under the DROP, the employee's individual monthly service retirement allowance, along with agreed upon employee contributions and other supplemental benefits and adjustments will be deposited into an account maintained for the employee under the provisions of the DROP. The employee's Pension Trust Service Retirement Allowance shall be calculated on the date that the employee enters the DROP and is not recalculated at the time the employee actually terminates permanent employment with the County.

**9.1.12.2** Upon entering the DROP, the employee's and the employer's contributions to the Pension Trust cease being paid to the Pension Trust. Upon entering the DROP, the employee shall be permitted to contribute to the employee's DROP account an amount up to and equivalent to that which would be considered the employee's normal Pension Trust contribution. Employee contributions to the DROP shall be made on a pre-tax basis, pursuant to all applicable Internal Revenue Codes. These monies are deposited into the DROP account and are distributed to the DROP participant upon termination of permanent employment with the County or the expiration of the DROP period, whichever occurs first. A member may enroll in the DROP for a period not to exceed 5 years.

**9.1.12.3** SLOCEA shall defend, indemnify and save harmless the County of San Luis Obispo and the Pension Trust, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, or liability, including, but not limited to,

liability for back taxes, and all claims of any type by the Internal Revenue Service, the California Franchise Tax Board, unit members, or their heirs, successors, or assigns, arising out of this Agreement to implement the Deferred Retirement Option Plan (DROP).

**9.1.13** Parties agree to amend the San Luis Obispo County Pension Trust Plan to allow for the purchase of Military Service credit. Such purchase shall be allowed at employee expense and at zero County cost.

## **10. NON-DISCRIMINATION**

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

## **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 elected County medical insurance under this section, the County will contribute a total of \$725.58 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 = \$725.58 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 11.3.

**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 2010, the minimum monthly employer contribution amount is \$105. For

calendar year 2011, the minimum monthly employer contribution is \$108. 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 of \$620.58 per employee enrolled in a County medical insurance plan plus the required PEMHCA contribution referred to in section 11.2.1 above.

**11.3.3** For calendar years 2011, 2012, and 2013, the \$620.58 Cafeteria Plan Allowance 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 \$725.58 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** The County will contribute \$620.58 per month per employee not enrolled in a County medical insurance plan as modified by section 11.4.3. below.

**11.4.3** For calendar years 2011, 2012, and 2013, the \$620.58 Cafeteria Plan Allowance shall be decreased by any combined increases in the minimum employer contribution under PEMHCA.

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

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

#### **11.7 Pro-ration of Benefits**

**11.7.1** Part-time employees hired after December 14, 2004, will receive pro-rated cafeteria plan contributions based on hours worked, paid leave and/or time off granted under the Voluntary Time Off Program (VTO). Pro-ration will be applied to the Cafeteria Plan Allowance indicated in Section 11.3.

**11.7.2** Employees employed with the County on or before December 14, 2004, including all part-time and full-time employees, shall be grandfathered to receive, for the entirety of their County employment, the full Cafeteria Plan Allowance as specified in Section 11.3.

**11.7.3** Any current employee employed with the County on or before December 14, 2004, 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.

**11.7.4** 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.

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

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



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

## **12. RECIPROCAL RETIREMENT BENEFIT**

The San Luis Obispo County Employees Retirement Plan will continue to provide for reciprocal benefit treatment with PERS, PERS 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.

## **13. SHIFT DIFFERENTIAL**

### **13.1 Rates and Eligibility**

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

**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 five percent (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 ten percent (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 for each hour worked between 3:00 p.m. and 11:00 p.m. in the amount of five percent (5%) of the employee's hourly base rate of pay computed to the closest unit factor. All hours worked after 11:00 p.m. will be paid the appropriate night differential.

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

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

**13.1.3.1** Assignment to 12 hour shifts are not deemed to be flex time scheduling.

**13.1.3.2** 12 hour nurses only will be paid the appropriate shift differential for each individual hour worked during the eligible time periods specified below:

**13.1.3.2.1** Evening differential hours are from 3:00 p.m. to 11:00 p.m. and are paid an hourly shift differential for each hour worked in the amount of five

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

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

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

## **14. HOUSING AGREEMENT**

### **14.1 Designations and Rent Schedule**

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

1. Required
2. Mutual Benefit
3. Convenience

**14.1.2** The County reserves the right to periodically re-evaluate each site as to the appropriate category. Prior to assigning to a new classification, the County shall give the employee a 30-day notice.

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

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

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

**14.1.6** That the following schedule of payments by employees to the County for use of County-provided residences or mobile home pads shall apply:

<u>Category</u>	
Required	10% of rental
Mutual Benefit	50% of rental
Convenience	80% of rental

	<b>LOCATION</b>	<b>TYPE</b>	<b>CATEGORY</b>	<b>RENTAL</b>
1	Lopez Lake, SLO Co Flood Control & Water Conservation	(2) 24' x 56' Mobile Homes (12/1/93 Installed)	Required	\$1005.00 each
2	Salinas Dam Booster	3 BR, 2 B 34' x 56' Mobile Home (Installed 6/96)	Required	\$1125.00
3	Salinas Dam Booster	3 BR, 2 B 26' x 66' Mobile Home (Installed 2/97)	Required	\$1085.00
4	Salinas Dam	3 BR 2 B House Mobile Home	Required	\$1005.00
5	El Chorro Regional Park	3 BR 2 B House	Required	\$725.00
6	Lopez Recreation Area	2 BR 2 B Mobile Home	Required	\$620.00
7	Santa Margarita Lake	3 BR 2 B Mobile Home (Installed Jan 02)	Required	\$1105.00
8	Oceano Airport	2 BR 1 B House	Mutual	\$845.00

**14.1.7** In addition to the monthly rental cost assigned to each housing unit shall be added the annual Possessory Interest Tax for the property divided by twelve. The employee's obligation shall continue to be prorated according to Section 14.1.6 above.

**14.1.8** Parties agree that the current practices related to Salary Ordinance 2.48.170 (a) Standby Duty shall continue.

## **15. SICK LEAVE**

### **15.1 County Code Reference and Exceptions**

**15.1.1** 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:

**15.1.1.1** 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.

**15.1.1.2** 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.

**15.1.1.3** 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.

**15.1.1.4** 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.

**15.1.1.5** 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.

**15.1.1.6** 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).

**15.1.1.7** 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.

**15.1.1.8** 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.

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

**15.1.1.10** 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.

**15.1.1.11** 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.

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

**15.1.1.13** 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).

**15.1.1.14** 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.

**15.1.2** In addition, the following provision shall apply:

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

**15.1.3** 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.

## **16. ANNUAL LEAVE PROGRAM**

### **16.1 County Code Reference and Exceptions**

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

**16.1.1.1** The total number of annual leave days which may be accrued at any time during a calendar year shall be limited by a board of supervisors memorandum of understanding or by board of supervisors resolution.

**16.1.1.2** The annual leave program will allow employees to accrue holidays and utilize them as paid time off. Both parties understand that for the employees opting for the annual leave concept, holidays will be considered as a regular workday, but that an additional day of paid time off will be added to their leave balance as the holidays identified in this section occur.

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

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

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

**16.1.2** In addition, the following provisions shall apply:

1. The total number of annual leave hours which may be accrued at any time is ninety-six hours (12 days).
2. Accrued annual leave is not required to be utilized prior to vacation balances.

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

## **17. (NOT USED)**

## **18. STATE DISABILITY INSURANCE (SDI)**

### **18.1 Coordination of Benefits**

**18.1.1** The parties agree that employees receiving SDI benefits shall coordinate accumulated paid time such as vacation, sick leave, etc., by indexing SDI payments by a factor of 1.28 (excluding overtime).

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

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

## **19. REOPENER**

Notwithstanding the provisions of Article 58, Full Understanding, Modification and Waiver, the parties agree that if during the term of this agreement the financial condition of the County becomes such as that there is the need to reduce the hours and days of service, that either party has the right to request the other to negotiate over the possible creation and implementation of a mandatory time off program.

## **20. PAY ON PROMOTION**

### **20.1 County Code Reference**

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

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

1. Employees may qualify for advancement to the second step after completion of the equivalent of six months' full-time service upon the

recommendation of the department head and approval of the county personnel director. Full-time service means the equivalent of two thousand eighty hours of paid time.

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

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

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

**20.1.1.3** Any non-management employee who is promoted to a classification with a higher pay range shall be placed on the step of the range allocated to the new classification which would grant such employee an increase in pay nearest to five percent but not less than four percent over the pay previously received by the employee; provided, however, the increase may exceed five percent at the



discretion of the department head, if approved by the county administrative officer, and that such increase shall not exceed the top step of the range allocated to the new classification. Such action shall require the county personnel director to establish a new anniversary date in accordance with the following criteria:

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

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

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

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

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

**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. VACATION TIME**

### **21.1 County Code Reference and Exceptions**

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

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

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

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

1. From the date of employment to the completion of the fourth year at the rate of five-sixths working day per month;
2. From the start of the fifth year of service to the completion of the ninth year at the rate of one and one-fourth working days per month;
3. After the completion of the ninth year, vacation time shall be accrued at the rate of one and two-thirds working days per month;
4. Pursuant to board of supervisors approved memorandum of understanding or resolution, employees are eligible to exchange sick leave hours for vacation hours based on hire date.

**21.1.1.4** The total number of vacation days which may be accrued at any time during a calendar year shall be limited by a board of supervisors memorandum of understanding or by board of supervisors resolution.

**21.1.1.5** Vacations shall be taken in the following manner:

1. No vacation privilege shall be accrued or granted until after completion of an employee's first probationary period;

2. All vacations shall be taken at such time or times during the year as may be approved by the heads of the departments in the best interests of the county service;
3. It is the intent of this section that all employees be granted an annual vacation consistent with the provisions of subsections (c) and (d) of this section.

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

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

**21.1.2** In addition, the following provisions shall apply:

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

**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. STANDBY DUTY**

### **22.1 County Code Reference and Exceptions**

**22.1.1** The parties agree that the County Code Section 2.48.170 shall apply to matters relating to standby duty. The applicable provision of the County Code is as follows:

**22.1.1.1** “Standby duty” is defined as that circumstance which requires the employee so assigned to:

1. Be ready to respond in a reasonable time to calls for his/her service;
2. Be readily available at all hours by telephone, or other communication devices, and;

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

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

**22.1.2** In addition, the following provision shall apply:

1. Standby duty shall be compensated at the rate of \$2.75 per hour.
2. Nurses and assisting personnel assigned to the Suspected Abuse Response Team (SART) shall be paid \$3.35 per hour while on standby duty.

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

## **23. CONSULTATION STANDBY**

### **23.1 Provisions**

**23.1.1** 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 four (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 22.

**23.1.2** Consultation standby shall be assigned by management in writing and shall be compensated at the rate of twenty-five dollars (\$25.00) per month or \$1.15 for each day of consultation standby.

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

## **24. MILEAGE REIMBURSEMENT**

For the term of this Agreement, employees shall be reimbursed at the standard mileage reimbursement rate established by the Internal Revenue Service for the authorized use of their private vehicle on County business.

## **25. CALL BACK/CALL IN**

### **25.1 County Code Reference and Exceptions**

**25.1.1** The parties agree that the County Code Section 2.48.170 shall apply to matters relating to call back. The applicable provision of the County Code is as follows:

**25.1.1.1** Those employees who are called back by management after a workshift ends, and actually report for duty, shall be paid or earn compensating time off at the rate of time and one-half with a minimum of two hours paid time for each occurrence. This section does not apply to the extension of a workshift when an employee is given notice of the extension within a reasonable time before the regular shift ends.

**25.1.1.2** 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.

**25.1.2** In addition, the following provision shall apply:

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

**25.1.3** 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.

## **26. JURY DUTY**

### **26.1 County Code Reference and Exceptions**

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

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

**26.1.2** In addition, the following provisions shall apply:

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

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

## **27. WITNESS PAY**

The parties agree that time spent serving as a witness within the line of duty, or in a case related to the employee's job, will be considered leave with pay.

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

## **28. DEFERRED COMPENSATION**

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

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

## **29. TUITION REIMBURSEMENT FUND**

### **29.1 Program Details**

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

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

**29.1.1.2** For the term of this agreement the individual maximum shall be \$250 per fiscal year.

**29.1.1.3** The reimbursement will be paid in the following manner:

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

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

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

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

## **30. BILINGUAL DIFFERENTIAL**

### **30.1 County Code Reference and Exceptions**

**30.1.1** The parties agree that the County Code Section 2.48.170 shall apply to matters relating to bilingual differential. The applicable provision of the County Code is as follows:

**30.1.1.1** When it has been determined by the personnel director that an employee's use of bilingual skills is necessary for the effective performance of the functions of the department, that employee shall receive either forty dollars per month for less than full-time use, or eighty dollars per month for intense use that is required for successful performance of their duties.

1. The forty dollar rate shall be paid to county employees who use bilingual skills on a frequent but intermittent basis. This skill is secondary to the normal job function.
2. The eighty dollar rate shall be paid to a county employee who uses bilingual skills every work day as a regular and routine part of the job. The use of bilingual skills is a primary element of this employee's job.

**30.1.1.2** 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.

**30.1.2** In addition, the following provision shall apply:

1. The stipend shall be either \$60/mo for less than full-time use, or \$100/mo for intense use that is required for successful performance of their duties.

**30.1.3** 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.

## **31. ORIENTATION**

At the Orientation Program, the County will distribute to new employees represented by SLOCEA an envelope of orientation material supplied by SLOCEA. The material provided and distributed will be intended to introduce SLOCEA and shall be satisfactory to the Personnel Director or designee.

## **32. TRANSPORTATION**

### **32.1 County Code Reference and Exceptions**

**32.1.1** The parties agree that the County Code Section 2.84.011 shall apply to matters relating to utilization of employee vehicles. The applicable provision of the County Code is as follows:

**32.1.1.1** A County employee may refuse to use his personal vehicle for County business, except as provided below:

**32.1.1.1.1** 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.

**32.1.1.1.2** 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.

**32.1.2** In addition, the following provision shall apply:

1. Mileage rates shall be in accordance with Article 24 of this Agreement.

**32.1.3** 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.

## **33. TIME IN SERVICE**

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



## **34. OVERTIME**

### **34.1 County Code Reference**

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

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

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

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

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

## **35. HOSPITAL/HEALTH AGENCY – SPECIAL ALLOWANCES**

### **35.1 Differentials**

**35.1.1** County Code Section 2.48.170(b) shall continue to provide for acting head or acting supervising nurse to be paid at the rate of \$1.00 per hour differential for work done in this capacity.

**35.1.2** Mental Health staff in nursing classifications will receive payment when individually designated to be temporarily in general supervision of the Mental Health Inpatient program. Such a designation may be made when the Program Supervisor for the Inpatient Program is to be unavailable for an extended period and no other Health Agency administrative or supervisory employee is available to provide overall leadership and back-up response to the unit.

**35.1.3** When the Program Supervisor is absent from the unit, matters not resolved by standard procedure, on-call psychiatrist arrangements or authority reasonably expected at the staff level should be addressed by telephoning supervisory staff in the following order:

1. Inpatient Program Supervisor
2. Mental Health Director
3. Mental Health Clinical Program Manager – Youth

#### 4. Mental Health Administrator

**35.1.4** Nurses and clinical staff assigned to the County Jail shall receive a \$2.00 per hour differential for all hours worked in that capacity.

**35.1.5** All employees whose primary workstation is the Mental Health In-patient Unit shall receive a \$1.50 per hour differential for all hours worked in that capacity. Employees will code time cards to designate all hours actually worked on the Mental Health Inpatient Unit. This code is not to be used for vacations, sick, holiday, training, or other time off by employees, nor is it to be used by employees whose primary duties or workstations involve other than inpatient, except when they agree to take an actual shift of clinical duties at the Inpatient Unit.

### **36. HOLIDAYS**

#### **36.1 County Code Reference and Exceptions**

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

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

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

**36.1.3** Effective upon ratification of this Agreement, employees working a regularly scheduled workday on Thanksgiving Day, Christmas Day, and/or New Year's Day shall be compensated with premium pay at the rate of time and one-half for all hours worked on those holidays.

## **37. UNIFORMS**

### **37.1 Uniform Allowance and Eligibility**

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

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

- 1 Dress pant
- 1 Dress shirt
- 1 Necktie
- 2 Name badges
- 1 Rain pant
- 1 Rain jacket
- 1 Pair leather gloves
- 1 Sam Brown belt

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

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

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

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

## **38. (NOT USED)**

## **39. AGENDA**

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

## **40. SLOCEA RIGHTS**

### **40.1 Association Activity and Leave Time**

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

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

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

**40.1.4** To enhance harmonious labor relations, expeditious and effective representation, the County and SLOCEA agree that SLOCEA stewards shall be entitled to an aggregate of four (4) hours of Leave Without Pay (LWOP) of County release time per month for training and other related representational activities. Employees may request utilization of individual paid leave balances, except sick leave, but approval is at the discretion of the department head.

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

## **41. (NOT USED)**

## **42. TEMPORARY EMPLOYMENT**

### **42.1 County Code Reference**

**42.1.1** The parties agree that the County Code Section 2.48.080 shall apply to matters relating to temporary employment. The applicable provision of the County Code is as follows:

**42.1.1.1** Temporary employment shall be authorized in accordance with Section 2.40.080 and upon the submission of a written request by the department head to the personnel director, and approval of such request by the personnel 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 personnel 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 as those rates exist at the time of the appointment. The rate of compensation shall remain fixed during the term of the temporary appointment.

**42.1.2** 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.

## **43. SICK LEAVE FOR PERMANENT PART-TIME EMPLOYEES**

### **43.1 County Code Reference and Exceptions**

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

**43.1.1.1** All permanent full-time employees, excluding elected officials, shall be entitled to accrue sick leave based on service at the rate of one working day with

pay for each month of service, provided, that permanent part-time employees shall earn and use sick leave on the same pro rata basis as their part-time schedule bears to a full-time work schedule. A working day shall consist of eight hours, or an amount proportional to part-time status.

**43.1.1.2** For purposes of accrual, service shall be defined as all said work time, all paid leave time and all paid special disability (injured-on-duty) time as provided in Section 2.44.065.

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

**43.1.1.4** Sick leave with pay shall only be granted upon the recommendation of the department head in case of bona fide illness, or in the event of illness or death of a relative of the first degree, or domestic partner of the employee or child of such domestic partner. Evidence may be required by the department head or the board of supervisors in the form of a physician's certificate or otherwise of the adequacy of the reason for any employee's absence during the time for which sick leave is or was requested. No paid sick leave shall be granted an employee because of illness or death of a relative of the first degree, domestic partner of the employee or child of such domestic partner, in excess of six days for the death of such relative or partner, or any one occurrence of illness of such relative or partner.

**43.1.2** In addition, the following provision shall apply:

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

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

## **44. VACATION LEAVE FOR PERMANENT PART-TIME EMPLOYEES**

### **44.1 County Code Reference**

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

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

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

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

## **45. HOLIDAY LEAVE FOR PERMANENT PART-TIME EMPLOYEES**

### **45.1 County Code Reference and Exceptions**

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

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

**45.1.2** 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.

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

## **46. (NOT USED)**

## **47. SICK LEAVE ACCRUAL AND PAYOFF**

### **47.1 County Code Reference and Exceptions**

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

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

**47.1.1.2** For purposes of accrual, service shall be defined as all said work time, all paid leave time and all paid special disability (injured-on-duty) time as provided in Section 2.44.065.

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

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

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

**47.1.2** 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, SLOCEA agrees that there will be no sick leave payoff for time accrued in excess of 180 days.

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



## **48. SICK LEAVE HOURS EXCHANGE FOR VACATION HOURS**

### **48.1 Provisions**

**48.1.1** The County and SLOCEA agree:

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

**48.1.1.2** Except as otherwise specifically provided in this Article, the provisions of County Code Sections 2.44.050 and 2.44.060 shall govern all matters relating to vacation and sick leave. Additionally, Article 21, Vacation Time, of this agreement, shall apply with respect to maximum number of hours of accrued vacation privilege hours.

## **49. SLOCEA GRIEVANCE RESOLUTION**

**49.1.1** Grievable Subjects SLOCEA for itself alone may grieve incidents involving the following contract items:

1. Article 4 Renegotiation
2. Article 51 Use of County Facilities
3. Article 52 Dues Deduction
4. Article 58 Full Understanding, Modification, Waiver
5. Article 59 Concerted Activities
6. Article 60 Implementation and Effect
7. Article 61 Savings Provisions
8. Article 39 Agenda
9. Article 40 SLOCEA Rights

### **49.2 Grievance Procedure**

**49.2.1** Within 5 calendar days following the incident which caused or led to a problem, SLOCEA will apply to the Personnel Director for relief.

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

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

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

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

## **50. EMPLOYEE SAFETY**

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

## **51. USE OF COUNTY FACILITIES**

### **51.1 Bulletin Boards and Facilities**

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

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

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

## **52. ASSOCIATION SECURITY – DUES/"FAIR-SHARE" FEES DEDUCTION**

### **52.1 Maintenance of Membership and Dues/Fair Share Deduction**

**52.1.1** Any employee in the unit who is currently or after the effective date of this agreement becomes a member of SLOCEA shall remain a member for the duration of this agreement. However, that during the month of December of any year of this agreement any member may withdraw from SLOCEA membership by notifying the

County and SLOCEA through written cancellation of SLOCEA dues deduction unless superseded by an implemented "Fair-Share"/Agency Shop Election.

**52.1.2** The County agrees to automatic payroll deduction of SLOCEA dues and/or "Fair- Share"/Agency Fees and additionally agrees to automatic deduction for SLOCEA premiums which are not duplicative of or competitive with the County insurance plans for which the members of said unit are eligible. Such deductions shall become effective with the start of the first payroll period after 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 SLOCEA, for the total amount of the individual deductions for dues and/or "Fair-Share"/Agency Fees.

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

**53. (NOT USED)**

**54. (NOT USED)**

**55. (NOT USED)**

**56. SUMMER CARE SCHOLARSHIP**

**56.1 Program Details**

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

**56.1.1.1** For employees in Supervisory, Clerical and Public Services Units, a fund shall be set up for the subsidy of child care costs associated with participation in a County funded child care program. The fund amount shall be \$15,000 for each calendar year. Each employee will be eligible for a maximum subsidy from said fund, subject to availability of monies remaining in said fund. A check for said amount shall be issued to the Association by May 15th of each year.

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

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

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

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

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

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

## **57. UNIT MODIFICATIONS**

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

## **58. FULL UNDERSTANDING, MODIFICATION, WAIVER**

This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Unless otherwise specifically set forth herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein.

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

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

### **59. CONCERTED ACTIVITIES**

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

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

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

### **60. IMPLEMENTATION AND EFFECT**

This Memorandum of Understanding constitutes a mutual recommendation to be submitted to the County Board of Supervisors on or before December 14, 2010. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until said Board of Supervisors acts formally to approve said Memorandum of Understanding.

### **61. SAVINGS PROVISION**

If any provision of this Agreement is superseded by a state or federal enactment, or is held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and existing except to the extent permitted by law and said provisions shall be deemed severable from all other sections hereof; but all other provisions will continue in full force and effect. Upon such severance, at the request of either party, the parties shall meet and confer

as soon as possible in a good faith effort to create a substitute agreement for those provisions superseded or held contrary to law.

## **62. “FAIR-SHARE”/AGENCY SHOP**

### **62.1 Agency Shop**

**62.1.1** Bargaining Unit employees choosing not to become a member of SLOCEA or who withdraw from membership pursuant to provisions of Article 52 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.

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

**62.1.1.2** Unless an employee qualifies for an exemption under subsection 62.1.1.8 below, each employee shall be required to either become and remain a member of the 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.

**62.1.1.3** Association dues or fees shall be deducted by the County from an employee’s paycheck on a bi-weekly basis starting the first day of the month following completion of thirty (30) days of employment, subject to the limitations and practices of the County’s payroll system.

**62.1.1.4** 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.

**62.1.1.5** 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.

**62.1.1.6** 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). The Association shall make a copy of such a procedure available to non- Association member Employees and the County.

**62.1.1.7** 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.

**62.1.1.8** Exemption from Agency Fee Obligations:

**62.1.1.8.1** 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 County that he or she is 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. This list will be agreed upon by the Association and County prior to the collection of fees under this article.

**62.1.1.9** Leave Without Pay/Insufficient Earnings:

**62.1.1.9.1** 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 an 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.

**62.1.1.10** Rescission of Agency Shop:

**62.1.1.10.1** 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 State Mediation and Conciliation Service using the same procedures utilized for the implementation election.

**62.1.1.11** Association Indemnification:

**62.1.1.11.1** The Association shall indemnify, defend, and hold the County, 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.

(Signatures Appear on the Following Page)



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

For the County:

For SLOCEA:

\_\_\_\_\_  
Tami Douglas-Schatz,  
Management Representative

\_\_\_\_\_  
Kimberly Daniels,  
SLOCEA General Manager

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT

WARREN R. JENSEN  
County Counsel

\_\_\_\_\_

## APPENDIX "A"

<b>Class</b>	<b>Class Title</b>	<b>BU</b>	<b>% Increase</b>	<b>Current Range</b>	<b>New Range</b>
518	ACUTE CARE SUPERVISING NURSE	BU05	1.88%	3538	3605
1403	AIRPORT OPERATIONS SUPERVISOR	BU05	1.88%	2534	2582
1422	ANIMAL CONTROL LEAD OFFICER	BU05	1.88%	2030	2068
1424	ANIMAL CONTROL SUPERVISING OFFICER	BU05	1.88%	2436	2482
1425	ANIMAL SHELTER SUPERVISOR	BU05	1.88%	2436	2482
3095	APCD SUPV ADMIN CLERK II	BU05	1.88%	2172	2213
620	ARCHITECTURAL SUPERVISOR	BU05	1.88%	3615	3683
658	ASSESSMENT TECH SUPERVISOR	BU05	1.88%	2363	2407
9624	ASST WATER SYS SUPERINTENDENT	BU05	1.88%	3498	3564
675	CADASTRAL MAPPING SYS SUPV	BU05	1.88%	3329	3392
2901	CHIEF WATER TRT PLANT OPER-GR3	BU05	1.88%	3140	3199
2902	CHIEF WATER TRT PLANT OPER-GR4	BU05	1.88%	3498	3564
2554	CLERK-RECORDER ASSISTANT IV	BU05	1.88%	2039	2077
524	CORRECTIONAL NURSE SUPERVISOR	BU05	1.88%	3716	3786
2558	DIV SUPV-CLERK RECORDER	BU05	1.88%	2534	2582
8610	DRUG & ALCOHOL PROGRAM SUPV	BU05	1.88%	2919	2974
1550	EMPLOYMENT/SERVICES SUPERVISOR	BU05	1.88%	2501	2548
633	ENGINEER IV	BU05	1.88%	4130	4208
2301	FLEET SHOP SUPERVISOR	BU05	1.88%	2725	2776
354	FOOD SERVICE SUPV CORRECTIONS	BU05	1.88%	2301	2344
1217	GOLF COURSE SUPERVISOR	BU05	1.88%	2711	2762
9680	HYDRAULIC OPERATIONS ADMIN.III	BU05	1.88%	3049	3106
1004	LIBRARIAN II	BU05	1.88%	2296	2339
1011	LIBRARIAN III	BU05	1.88%	2528	2576
8535	M.H. MEDICAL RECORDS SUPV	BU05	1.88%	2307	2350
8525	M.H. PROGRAM SUPERVISOR	BU05	1.88%	3177	3237
8569	M.H. SUPERVISING NURSE	BU05	1.88%	3694	3763
1112	PUBLIC WORKS SECTION SUPV	BU05	1.88%	2733	2784
1512	SOCIAL WORKER SUPERVISOR I	BU05	1.88%	2576	2624
1516	SOCIAL WORKER SUPERVISOR II	BU05	1.88%	2957	3013
619	SR CAPITAL PROJECTS COORD	BU05	1.88%	3285	3347
603	SR PLANNER	BU05	1.88%	3177	3237
9620	SR VIC/WIT ASSISTANCE COORD	BU05	1.88%	2338	2382
1352	SUPERVISING CUSTODIAN	BU05	1.88%	1815	1849

**APPENDIX "A" – CONT.**

<b>Class</b>	<b>Class Title</b>	<b>BU</b>	<b>% Increase</b>	<b>Current Range</b>	<b>New Range</b>
899	SUPV ACCOUNTING TECH	BU05	1.88%	2160	2201
927	SUPV ADMIN CLERK I	BU05	1.88%	1940	1976
928	SUPV ADMIN CLERK II	BU05	1.88%	2172	2213
842	SUPV AIR POLLUTION CONTROL ENG	BU05	1.88%	3787	3858
840	SUPV AIR QUALITY SPECIALIST	BU05	1.88%	3543	3610
724	SUPV APPRAISER	BU05	1.88%	3285	3347
1600	SUPV BUILDING INSPECTOR	BU05	1.88%	3113	3172
1700	SUPV BUILDING PLANS EXAMINER	BU05	1.88%	3605	3673
9644	SUPV BUYER	BU05	1.88%	2481	2528
597	SUPV CLINICAL LAB TECHNOLOGIST	BU05	1.88%	2849	2903
1323	SUPV CUSTODIAL LEADWORKER	BU05	1.88%	1815	1849
8416	SUPV ENVIR HEALTH SPECIALIST	BU05	1.88%	3464	3529
1318	SUPV FACILITY MAINT MECHANIC	BU05	1.88%	2701	2752
9683	SUPV FAMILY SUPPORT OFFICER	BU05	1.88%	2449	2495
893	SUPV FINANCIAL TECHNICIAN	BU05	1.88%	2160	2201
2231	SUPV LEGAL CLERK I	BU05	1.88%	1948	1985
2232	SUPV LEGAL CLERK II	BU05	1.88%	2112	2152
1002	SUPV LIBRARIAN	BU05	1.88%	2783	2835
1007	SUPV LIBRARY ASSISTANT	BU05	1.88%	1779	1812
1623	SUPV MAPPING/GRAPHICS SYS SPEC	BU05	1.88%	3329	3392
1204	SUPV PARK RANGER	BU05	1.88%	2711	2762
573	SUPV PHYS OR OCCUPATIONAL THER	BU05	1.88%	3496	3562
1707	SUPV PLANNER	BU05	1.88%	3457	3522
579	SUPV PROPERTY TRANSFER TECH	BU05	1.88%	2190	2231
444	SUPV PUBLIC HEALTH MICROBIOL	BU05	1.88%	3333	3396
414	SUPV PUBLIC HEALTH NURSE	BU05	1.88%	3494	3560
1537	SUPV SOC SVCS INVESTIGATOR	BU05	1.88%	2897	2951
2180	UTILITY COORDINATOR	BU05	1.88%	3237	3298
9619	WATER QUALITY MGR	BU05	1.88%	3758	3829
9623	WATER SYSTEMS SUPERINTENDENT	BU05	1.88%	3648	3717
9625	WATER SYSTEMS WORKER IV	BU05	1.88%	3140	3199