

**2011-2014**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE COUNTY OF SAN LUIS OBISPO AND**  
**SAN LUIS OBISPO COUNTY EMPLOYEES’ ASSOCIATION FOR THE**  
**TRADES, CRAFTS AND SERVICES UNIT**

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**SAN LUIS OBISPO COUNTY EMPLOYEES' ASSOCIATION FOR THE**  
**TRADES, CRAFTS AND SERVICES UNIT**

**1. DESIGNATION OF THE PARTIES**

This Agreement is entered into as of July 1, 2011, by and between the County of San Luis Obispo (hereinafter referred to as "the County"), and the San Luis Obispo County Employees' Association (hereinafter referred to as "SLOCEA" or "Association").

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

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

The County's principal authorized agent shall be the County Administrative Officer or his/her duly authorized representative (Address: County Government Center, 1055 Monterey Street, 4th Floor, Rm. D-430, San Luis Obispo, California 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.

The San Luis Obispo County Employees' Association's principal authorized representative shall be SLOCEA's General Manager or duly authorized representative (Address: 1035 Walnut Street, San Luis Obispo, California, 93401; Telephone 805-543-2021).

**2. TERM**

The County and SLOCEA agree that the term of this Agreement commences on July 1, 2011, and expires and is otherwise fully terminated on June 30, 2014.

**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 has recognized the San Luis Obispo County Employees' Association, as the exclusive representative and bargaining agent of the employees in the "Trades, Crafts, and Services" Bargaining Unit (BU02).

**3.1.2** The term “employee” or “employees” as used herein shall refer to all permanent full-time and permanent part-time non-management craftworkers, technicians and maintenance services employees working 12 months per year, normally working 40 hours or more per pay period in the Trades, Crafts and Services Unit (BU02) excluding temporary employees as listed in Appendix “A”, attached hereto and incorporated herein, as well as any other job classifications which may be added hereafter by mutual agreement between the County and SLOCEA.

## **4. RENEWAL**

### **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 February 1, 2014 to March 1, 2014, its written request to begin negotiations as well as its initial written proposals for a successor Agreement.

**4.1.2** Upon receipt of such written notice and proposals, the parties shall use their best efforts to initiate successor Agreement negotiations within thirty (30) days after such receipt or April 1, 2014, whichever is later.

## **5. REPRESENTATION**

The County and SLOCEA agree that SLOCEA officers and representatives, not to exceed five (5) employees, will be allowed to meet with County management on County time during their normal working hours for the purpose of meeting and conferring in good faith without loss of pay or any benefits. Of the five (5) employees, the parties agree that not more than one (1) employee per division in a department and not more than three (3) employees from the same department shall receive release time. However, if in a given instance SLOCEA requests an exception, the County will evaluate such a request and not unreasonably deny such a request. Where an agency, as determined by the County, exists, the term “department” shall refer to the individual operational section within that agency. Where a department, as determined by the County, exists, the term “division” shall refer to the individual operational section within that department.

SLOCEA agrees to provide the County Administrative Officer with a list of SLOCEA officers and representatives, with their job classifications, who are authorized to meet and confer in good faith and to keep the list up to date.

The County agrees that authorized SLOCEA staff representatives shall be given access to work locations during working hours to conduct grievance investigations and observe working conditions. SLOCEA shall request approval of the department head 24 hours prior to the intended visit and a management representative may accompany the staff member on the visit. A staff representative is defined as a paid full-time or part-time employee of SLOCEA.

SLOCEA shall provide the County Administrative Officer a list of all authorized staff representatives and the list shall be kept current by SLOCEA.

## **6. SLOCEA STEWARDS**

### **6.1 Association Activity and Leave Time**

**6.1.1** The County agrees that SLOCEA may designate regular Stewards to represent bargaining unit employees in the actual processing of grievances. Such Stewards shall be bargaining unit employees designated by SLOCEA and limited to no more than fourteen (14) in order to provide service at the various geographical work locations.

**6.1.2** SLOCEA shall furnish the Human Resources Director with a written list identifying by name and work location all regular and alternate Stewards and the list shall be kept current by SLOCEA at all times. Changes to the listing of job stewards shall be provided to the Human Resources Director as they occur.

**6.1.3** The Steward is to begin processing a grievance only after the employee has tried to resolve the problem with his/her immediate supervisor and the two parties have failed to reach a resolution of the problem.

**6.1.4** To enhance harmonious labor relations, expeditious and effective representation, the County and SLOCEA agree that SLOCEA Trades Unit stewards shall be entitled to an aggregate of four (4) hours of Leave Without Pay (LWOP) of County release time per steward, 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.

**6.1.5** Effective with ratification of this Agreement, stewards as a group shall be eligible for twelve (12) 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 six (6) stewards, combined, in the Trades Unit. The aggregate total of paid release time applies to the collective stewards of the bargaining unit indicated above and not to the individual steward.

## **7. SLOCEA SECURITY – DUES/“FAIR SHARE” FEES DEDUCTION**

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

**7.1.1** 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; provided, 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.

**7.1.2** The County agrees to an 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.

**7.1.3** Upon receipt of notification of an addition/deletion or change in SLOCEA dues deduction, SLOCEA shall immediately notify the County of such change.

**7.1.4** 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.

## **8. USE OF COUNTY FACILITIES**

### **8.1 Bulletin Boards and Facilities**

**8.1.1** The parties agree that SLOCEA shall have the right to use:

**8.1.1.1** 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.

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

**8.1.1.2.1** SLOCEA recreational, social and related news bulletins;

**8.1.1.2.2** Scheduled SLOCEA meetings;

**8.1.1.2.3** Information concerning SLOCEA elections or the results thereof;

**8.1.1.2.4** Reports of official business of SLOCEA, including reports of committees or the Board of Directors; and

**8.1.1.2.5** Other material concerning SLOCEA business.

**8.1.1.3** Prior to posting any material other than that listed in 8.1.1.2.1, 8.1.1.2.2, 8.1.1.2.3, 8.1.1.2.4 above, it shall be initialed by an authorized representative of both

SLOCEA and the County Administrative Officer or designee. Permission shall not be unreasonably denied.

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

**8.1.1.5** Upon prior arrangement with County's General Services Agency and subject to availability, SLOCEA Trades, Crafts, and Services Unit will be exempt from payment of reservation fees up to four (4) times a year for the use of County meeting rooms and group barbecue areas. At the County's discretion, reservation fees for the use of County facilities more than four (4) times a year may be waived.

## **9. COUNTY RIGHTS AND RESPONSIBILITIES**

### **9.1 Employer Rights**

**9.1.1** 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:

**9.1.1.1** 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.

**9.1.2** 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.

## **10. CONTRACTING OUT**

### **10.1 Provisions**

**10.1.1** To augment and clarify the provisions of Article 9, County Rights and Responsibilities, the parties agree to the following:

**10.1.1.1** The County agrees to consult with SLOCEA upon request in regard to the following matters:

**10.1.1.1.1** Any proposed subcontracting of services which would result in the elimination of unit members' jobs.

**10.1.1.1.2** Changes in services which would result in the elimination of unit members' jobs.

**10.1.1.1.3** The County will give SLOCEA reasonable and timely notice concerning a proposal such as in Subsection 10.1.1.1.1 or 10.1.1.1.2 above.

**10.1.1.1.4** The County and SLOCEA agree to consult in a timely manner on items of concern to SLOCEA regarding Subsection 10.1.1.1.1. or 10.1.1.1.2 above.

**10.1.1.1.5** The County will make a reasonable effort to provide early and timely notice to affected employees prior to implementation of a contract or service reduction, but in any event will give two weeks advance notice to those employees known to be laid off.

**10.1.1.1.6** The County agrees to make a reasonable effort to reassign or place employees affected by such contracts or service reductions.

## **11. WORK SCHEDULES**

### **11.1 Work Schedule Policies**

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

**11.1.1.1** 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.

**11.1.1.2** 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.

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

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

**11.1.1.5** Alternate 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.

**11.1.1.6** Custodians assigned to veterans buildings or community buildings shall be scheduled to receive eight (8) hours off between scheduled shifts. Scheduled exceptions to minimum eight (8) hour rest period may occur no more than once per quarter.

## **12. SALARIES**

### **12.1 Fiscal Year 11-12**

**12.1.1** There shall be no increases in salary for unit employees during Fiscal Year 2011-12.

### **12.2 Wage Reopeners**

**12.2.1** On or before May 1, 2012 (but not earlier than 30 days after receipt of the market wage study referred to in 12.4.4.) the parties shall commence wage reopener negotiations for possible changes to be effective the pay period including July 1, 2012.

**12.2.2** On or before May 1, 2013 the parties shall commence wage reopener negotiations for possible changes to be effective the pay period including July 1, 2013.

### **12.3 Compliance with Prevailing Wage Ordinance**

**12.3.1** The parties agree that the salary setting process for FY 11-12 salaries described herein complies with the requirements of County Code Section 2.48.180, which section is also known as the County Prevailing Wage Ordinance.

#### **12.4 Market Wage Study**

**12.4.1** 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 unit 02. The compensation study shall include benchmark jobs identified by the County and discussed with the Association.

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

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

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

**12.4.2.3** Private Sector employer data from within San Luis Obispo County where determined appropriate by the County

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

**12.4.3.1** Top Step base salary

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

**12.4.3.3** Employer contributions to health insurance

**12.4.4** The County will complete the market wage study and provide it to SLOCEA as soon as administratively feasible with a target date of March 15, 2012. This study will include a chart showing the standing of the SLOCEA bargaining unit based on the County's selected comparators. The parties will then review, discuss and attempt to agree upon the appropriate list of jurisdictions in order to guide wage reopener negotiations. Any disagreements between the parties on this point will be addressed in the wage reopener negotiations. The County will make a good faith effort to complete the wage study by the target date of March 15, 2012.

**12.4.5** For purposes of opening proposals for the wage reopener, the content of the wage study described above shall not limit the ability of either party to make such wage proposals and present such additional data as they see fit.

## **13. RETIREMENT CONTRIBUTION**

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

**13.1.1** The County will continue to “pick up” part of the employee Pension Trust contribution on behalf of all employees within the SLOCEA Trades unit of representation. Such “pick-up” shall be ten and thirty-eight one-hundredths percent (10.38%) of pensionable wages.

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

**13.1.3** The parties agree that the County’s “pick-up” of employees’ Pension Trust contributions is based on County of San Luis Obispo Employees’ Retirement Plan section 5.04 and the tax treatment permitted by California and Federal law including state statutes and regulations and federal statutes, regulations, and revenue rulings. It is understood that these laws may be altered by the law making bodies and agencies and such a contingency is beyond the control of the parties.

**13.1.4** 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.

**13.1.5** For any increases in pension costs that occur during the term of this Agreement, the parties agree to reopen the retirement section of the contract to negotiate specifically the sharing of that increase.

**13.1.6** Parties agree that “Final Compensation” negotiated in 2005 has been specified in the San Luis Obispo County Employees’ Retirement Plan. Employees shall assume all identified costs associated for the single highest year final compensation.

#### **13.1.7 Deferred Retirement Option Plan (DROP)**

**13.1.7.1** Amend all applicable County ordinances and Pension Trust By-laws to establish effective 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. It is understood that all provisions of the DROP program must conform to applicable laws. Modifications to the DROP program may be necessary

to assure compliance with those laws. If modifications are necessary, the County shall notify SLOCEA. Modifications required to conform to applicable laws shall supersede any conflicting provisions in this section. An employee enrolled into 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.

**13.1.7.2** 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 sixty (60) months.

**13.1.7.3** 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).

**13.1.8** 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.

## **13.2 Tier 2 Retirement**

**13.2.1** All new County employees hired into this unit on or after July 24, 2011, shall be placed in a second tier of retirement benefits in compliance with applicable laws and pension plan provisions. Current County employees in this unit will maintain the current Tier 1 pension plan benefits. Current County employees who promote, transfer, or otherwise

change to another bargaining unit in the future will maintain the current Tier 1 pension plan benefits for that new bargaining unit. The implementation of the Tier 2 retirement plan shall not, in itself, increase the cost of the Tier 1 plan. The Tier 2 pension benefit plan is as follows:

**13.2.1.1** Retirement formula 2%@60;

**13.2.1.2** 90% benefit cap;

**13.2.1.3** 2% COLA, no carryover;

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

**13.2.1.5** 3 year average final compensation;

**13.2.2** Any increases in pension costs that occur during the term of the Agreement will be covered by the retirement reopener contained in 13.1.5 listed above;

**13.2.3** Plan amendment to include Tier 1 formula continuation for those Tier 1 employees reemployed after layoff pursuant to Civil Service Commission rules.

#### **14. DEFERRED COMPENSATION**

Unit members shall 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 join the plan shall pay no administration fee.

#### **15. HEALTH COVERAGE AND OTHER BENEFITS**

##### **15.1 General Provisions**

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

**15.1.2** 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.

**15.1.3** Under this Agreement for those employees who elected County medical insurance under this section, the County will contribute a total of \$695.95 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 = \$695.95 per month

**15.1.4** For those active employees who opt out of County sponsored medical insurance, the County shall contribute only the Cafeteria Plan Allowance specified in section 15.3.

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

## **15.2 PEMHCA Required Monthly Contribution**

**15.2.1** 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 2011, the minimum monthly employer contribution is \$108. For future years, the minimum monthly employer contribution shall be determined by CalPERS.

## **15.3 Cafeteria Plan Allowance**

**15.3.1** 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.

**15.3.2** Except as otherwise stated herein, the County will contribute a monthly Cafeteria Plan Allowance of \$587.95 per employee enrolled in a County medical insurance plan plus the required PEMHCA contribution referred to in section 15.2.1 above.

**15.3.3** For calendar years 2012, 2013, and 2014 the \$587.95 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 \$695.95 per month.

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

**15.4.1** 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.

**15.4.2** The County will contribute \$587.95 per month per employee not enrolled in a County medical insurance plan as modified by section 15.4.3. below.

**15.4.3** For calendar years 2012, 2013, and 2014, the \$587.95 Cafeteria Plan Allowance shall be decreased by any combined increases in the minimum employer contribution under PEMHCA.

## **15.5 Other Cafeteria Plan Provisions**

**15.5.1** 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 15.3.3), and dependent medical, if any. The County's obligation to make these contributions shall not exceed the total Cafeteria Plan contributions in Section 15.3.2 and 15.3.3.

**15.5.2** 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.

## **15.6 Health Plan Committee**

**15.6.1** 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.

## **15.7 Pro-ration of Benefits**

**15.7.1** Part-time employees, as defined by the County, hired after October 3, 2006, 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 15.3.

**15.7.2** Employees employed with the County on or before October 3, 2006, 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 15.3.

**15.7.3** Any current employee employed with the County on or before October 3, 2006, 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 15.3 of this Agreement.

**15.7.4** 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.

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

**15.8.1** 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).

**15.8.2** 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.

## **16. TOOL ALLOWANCE**

### **16.1 Eligibility and Amounts**

**16.1.1** The County agrees to continue to provide a tool allowance fund for the replacement of worn out, broken or stolen hand or small hand-held power tools or the purchase of new hand and/or small hand-held power tools as needed. Utilization of this fund shall not exceed three hundred dollars (\$300) per employee for any Fiscal Year covered by this agreement. All tools purchased under this section shall be maintained by the employee so as to be immediately available for County work. This fund shall be administered by the department head and his/her determination concerning the use of the allowance shall be final. The employee shall acquire the tools and secure the documentation required in Section 16.1.3 below. The tools purchased pursuant to this section shall be the property of the employee. Classifications eligible for this allowance are:

- Airport Maintenance Worker
- Facility Maintenance Mechanics I, II, III
- Locksmith-Maintenance Worker

**16.1.1.1** The \$300 Tool Allowance will be paid in two equal payments, the pay periods that include August 1st and February 1st of each fiscal year.

**16.1.2** The County further agrees to continue to provide a tool allowance fund for all General Services automotive and equipment mechanics for the replacement of worn out, broken or stolen hand tools, or the purchase of new hand tools as needed. Utilization of this fund shall not exceed six hundred dollars (\$600) per employee for any fiscal year covered by this agreement nor shall it be used in any way merely to provide additional income to an eligible employee. This fund shall be administered by the General Services Agency Director

and his/her determination concerning the use of the allowance shall be final. The employee shall acquire the tools and secure the documentation required in Section 16.1.3 below. If an employee terminates employment during the first six (6) months of eligibility for this tool allowance, the employee shall reimburse the County for 100% of the tool allowance received by the employee. If an employee terminates during the second six (6) months of eligibility for the tool allowance, the employee shall reimburse the County for 50% of the tool allowance received by the employee. The tools purchased pursuant to this section shall be the property of the employee. Classifications eligible for this allowance are:

- Automotive Mechanic I & II
- Equipment Mechanic I, II (General Services –Golf Course only)

**16.1.2.1** The \$600 Tool Allowance will be paid in two equal payments, the pay periods that include August 1st and February 1st of each fiscal year.

**16.1.3** To demonstrate the utilization of the tool allowance, the employee shall present all receipts, invoices, or other documentary evidence of the acquisition and the employee's ownership of the tools to the department head. The County maintains the right to establish a process by which to monitor the utilization of tool allowances. County will advise SLOCEA of any modifications that are being contemplated once this process is implemented. The department head or his designee (such as the employee's immediate supervisor) may inspect and inventory all tools acquired hereunder.

**16.1.4** County agrees to provide a suitable facility for employees to house the tools they use as part of their County employment. If tools are stolen while properly stored in the County provided facility, they shall be replaced by the County, with tools of like quality.

**16.1.5** To be eligible for such tool theft replacement, an employee must have on file with departmental management, a supervisory verified list of tools used by the employee in his/her County employ and kept in the County provided storage facility. To receive reimbursement, the employee must submit a police report, and documentation as in 16.1.3 above. This section applies only to verified thefts that occur during non-work hours, or during work hours if the employee was off for the entire work day in question, and if the employee's tools were properly stored when the employee last worked.

## **16.2 Re-Opener**

**16.2.1** On or before April 1, 2012, either party, upon written notification, may re-open this Article for negotiations and possible changes to be effective July 1, 2012. If this Article is re-opened, all aspects of the Article shall be subject to negotiations.

## **17. PAY AND LEAVE PRACTICES**

### **17.1 Shift Differential**

**17.1.1** In accordance with County Code 2.48.170(7)(A), employees will be paid the appropriate shift differential for each individual hour worked during the eligible time periods specified below:

**17.1.1.1** Evening differential hours are from 5:00 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%) or the employee's hourly base rate of pay computed to the closest unit factor.

**17.1.1.2** 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.

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

**17.1.3** 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.

## **17.2 Overtime and Distribution of Overtime**

**17.2.1** 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. Overtime shall be defined and paid as set forth in County's salary ordinance and the minimums mandated by the Fair Labor Standards Act (FLSA). County agrees that overtime should be distributed equitably among employees who normally perform the work as a regular part of their job duties. In the assignment of overtime, management may consider such criteria as ability to perform work, location of work, location of employee, access to equipment, special skills and merit.

**17.2.2** The parties agree that effective no later than 6 pay periods after Board of Supervisor approval of the FY2011/12 – 2013/14 MOU, but no earlier than the pay period including February 1, 2012, compensatory time off may be accumulated to a maximum of one hundred twenty (120) hours for eighty (80) hours worked.

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

## **17.3 Compensatory Time Utilization**

**17.3.1** At the time of separation from County service, unused compensatory time off shall be paid in accordance with Federal Law.

## **17.4 Standby Duty**

**17.4.1** The parties agree that the County Code Section 2.48.170 shall apply to matters relating to standby duty.

**17.4.1.1** "Standby" means that period of time during which an employee is required by his/her department head to be available for return to work within a reasonable length of time, and therefore requires the employee to:

**17.4.1.1.1** Be ready to respond in a reasonable time to calls for his/ her service;

**17.4.1.1.2** Be readily available at all hours by telephone, or other communication devices; and

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

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

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

**17.4.3** 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 requirement which will replace County Code referenced above.

## **17.5 Consultation Standby**

**17.5.1** 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.

**17.5.2** 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 assigned consultation standby.

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

## **17.6 Call Back**

**17.6.1** The parties agree that the County may amend County Code Section 2.48.170(a)(5) to provide for the following:

**17.6.1.1** Those employees who are called back by management or other recognized emergency responders after a work shift 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 and shall continue until the employee ceases work on the call back or begins their normal schedule, whichever occurs first. This section does not apply to the extension of a work shift when an employee is given notice of the extension within a reasonable time before the regular shift ends.

**17.6.1.2** 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.

**17.6.1.3** An employee who is called back to work pursuant to this section and who drives his/her personal vehicle to report as required, shall be reimbursed for mileage as provided for in Article 20, Section 20.2.

## **17.7 Emergency Meal Pay**

**17.7.1** In the event an employee is unexpectedly officially ordered to (a) work at least four (4) hours immediately prior to the start of his/her normal work day, or (b) work at least four (4) hours immediately following his/her normal workday, the employee will either: 1) receive a meal allowance of fifteen dollars (\$15.00), or 2) have meals provided for them by authorized departmental staff. Cost of meals purchased by the County must be within the County guidelines for individual meal reimbursement rates.

**17.7.2** For the purposes of this article, “unexpectedly officially ordered” means the order was given on the same day the employee had to perform the work.

**17.7.3** Employees may not leave the job site to eat unless specifically authorized by management to do so.

## **17.8 Tuition Reimbursement Fund**

**17.8.1** For employees in the Unit, during each fiscal year of this contract, \$3,000.00 shall be allocated for tuition reimbursement. Each employee will be eligible for two hundred dollars (\$250) maximum reimbursement from said fund per fiscal year, subject to availability of monies remaining in said fund. The reimbursement will be paid in the following manner:

**17.8.1.1** Prior to enrolling in a course, employees must secure department head approval that the course work is job-related and submit to the department a proposed expenditure request.

**17.8.1.2** The department head must obtain expenditure approval from the Human Resources Director.

**17.8.1.3** 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.

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

**17.8.3** This fund may also be used to pay for:

**17.8.3.1** DMV Class A Licensure, minus the cost for a Class C license

**17.8.3.2** Certifications identified as required for individual employee's job classification

**17.8.3.3** 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.

## **17.9 Sick Leave**

**17.9.1** 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:

**17.9.1.1** 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.

**17.9.1.2** 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.

**17.9.1.3** 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.

**17.9.1.4** 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.

**17.9.1.5** 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.

**17.9.1.6** 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).

**17.9.1.7** 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.

**17.9.1.8** 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.

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

**17.9.1.10** 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.

**17.9.1.11** 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.

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

**17.9.1.13** 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).

**17.9.1.14** 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.

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

1. Accrual of sick leave shall be limited to one hundred eighty (180) working days.

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

## **17.10 Temporary Employment**

**17.10.1** 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:

**17.10.1.1** 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.

**17.10.2** 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.

## **17.11 Vacation**

**17.11.1** The parties agree that the County shall amend 2.44.050(c), Vacations, to provide as follows:

**17.11.1.1** Effective January 9, 2000, the total number of vacation hours which may be accrued at any time shall be limited to three hundred and twenty (320) hours. Upon termination employees will be paid for all accrued hours at or below such vacation limit.

**17.11.2** Parties agree to amend County Code 2.44.050, Vacations, as follows:

**17.11.2.1** 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.

**17.11.2.2** 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.

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

**17.11.2.3.1** From the date of employment to the completion of the fourth year at the rate of five-sixths working day per month;

**17.11.2.3.2** 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;

**17.11.2.3.3** After the completion of the ninth year, vacation time shall be accrued at the rate of one and two-thirds working days per month;

**17.11.2.3.4** 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.

**17.11.3** 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.

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

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

**17.11.3.1.2** 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;

**17.11.3.1.3** 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.

**17.11.3.2** 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.

**17.11.3.3** 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.

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

## **17.12 Water Certificates**

**17.12.1** If a unit member in the classifications of Park Ranger Specialist or the Park Ranger series is required in writing by the County to possess a State of California Grade I Certificate in either Wastewater or Water Treatment Plant or System operation, then the employee shall be paid fifty dollars (\$50) per month in addition to their regular pay.

**17.12.2** Parties agree the County has the right to assign or reassign an employee to an assignment that does not qualify for this differential. Such assignment or reassignment shall not be considered a punitive act.

## **17.13 Pay-in-Lieu Program**

**17.13.1** Employees shall be permitted to receive pay-in-lieu of up to 40 hours of vacation time. Employees wanting to “sell back” this time shall have a minimum balance of 200 hours accrued. Employees shall be permitted to receive pay-in-lieu of vacation hours only one time during each fiscal year. In order to be eligible to participate in the Pay-in-Lieu Program, employees wanting to “sell back” vacation time must have utilized a minimum of forty (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.

#### **17.14 Leave of Absence**

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

### **18. WORKING CLOTHES**

#### **18.1 General Provisions**

**18.1.1** For employees in the job classes identified in 18.1.1.2.1, the County will provide a clean set of work clothes for each regularly assigned working day, and if necessary, a spare set of work clothes for unforeseen circumstances such as extreme soilage or damage.

**18.1.1.1** The County agrees to continue to provide coveralls as needed for Public Works and General Services personnel when they are engaged in unusually dirty activities.

**18.1.1.2** County agrees to buy a set of coveralls as needed every other year for Facility Maintenance Mechanic I, II, and III in the General Services Agency.

##### **18.1.1.2.1 Public Works and General Services**

Automotive Mechanic I, II  
Equipment Mechanic I, II  
Equipment Service Worker  
Fleet Service Writer  
Greenskeepers  
Grounds Restoration Specialist  
Lead Fleet Mechanic  
Maintenance Painter I, II  
Public Works Leadworker  
Public Works Workers I, II, III, IV  
Water Systems Worker, Trainee, I, II, III  
Unit members assigned to work at County Golf Courses

**18.1.2** For the following General Services employees the County shall determine uniform to be worn and upkeep standards after consultation with the Association and affected employees chosen by the Association.

**18.1.2.1** Custodians and Airport Maintenance Worker shall receive a uniform allowance from the County. The uniform allowance shall be provided for shirts, pants, and smocks only and shall be one hundred and forty-five dollars (\$145) per year. Such allowance shall be paid in the first pay period of the fiscal year. Excluded from this uniform allowance is the Supervising Custodian.

**18.1.2.2** All employees in the Park Ranger series and Park Ranger Specialists shall receive a uniform allowance from the County. Excluded from this allowance are employees assigned to work at a County Golf Course who will be supplied clean work clothes pursuant to 18.1.1.2.1. The uniform allowance shall be four hundred dollars (\$400) per year and shall be paid in the first pay period of the fiscal year. A jacket, type as determined, shall be included within the required uniform.

**18.1.2.2.1** New employees shall receive three hundred dollars (\$300) at the time of their employment as a uniform allowance.

**18.1.2.2.2** Employees who receive a three hundred dollar (\$300) amount shall receive a prorated amount in the following year so that the combined amount of the first two payments does not exceed an annualized seven hundred dollars (\$700). Example:

**18.1.2.2.3** An employee is hired in February. The employee receives \$300. In July of the following year the employee receives \$125. ( $\$700/24 \text{ months} = \$29.17$  per month. The employee works 17 months out of the first 24 months. Therefore,  $17 \times \$29.17 = 495.83 - \$300 = \$195.83$ )

**18.1.2.2.4** If an employee terminates who has received the working clothes allowance, the employee shall reimburse the County on a monthly pro rata basis.

**18.1.2.2.5** These provisions shall be continued in a new Agreement only by mutual consent of the parties.

**18.1.3** Employees listed within this subsection shall receive a safety boot allowance of two hundred dollars (\$200) per fiscal year from the County. Such allowance shall be paid to each permanent employee who is occupying a position in one of the following classes:

- Airports Maintenance Worker
- Automotive Mechanic I and II
- Custodian
- Equipment Mechanic I and II
- Equipment Service Worker

Facility Maintenance Mechanic I, II, III  
Fleet Service Writer  
Greenskeeper  
Grounds Restoration Specialist  
Lead Fleet Mechanic  
Locksmith Maintenance Worker  
Maintenance Painter I, II  
Park Ranger Aide, I, II and III  
Park Ranger Specialist  
Public Works Leadworker  
Public Works Worker I, II, III, IV  
Senior Storekeeper  
Stock Clerk  
Storekeeper I, II  
Water Systems Worker I, II, and III

**18.1.4** Such allowance is to assist employees in purchasing safety boots approved by each department that will protect the employee while working for that department. This allowance shall be paid in the first pay period of the fiscal year. Departments shall have the right to require that employees wear safety boots appropriate for the type of work to be performed as determined by each department.

**18.1.5** On or before April 1, 2012, either party, upon written notification, may re-open this Article for negotiations and possible changes to be effective July 1, 2012. If this Article is re-opened, all aspects of the Article shall be subject to negotiations.

## **18.2 Kennel Workers**

**18.2.1** To each newly hired Kennel Worker in this bargaining unit, the County agrees to make a one-time issue of a clean set of trousers and polo shirts for each regularly assigned workday during the employee's normal workweek, one jacket, a pair of safety boots, a uniform belt, and a pair of protective animal handling gloves. The protective animal handling gloves shall be returned to the department immediately upon the employee's termination from County service.

**18.2.2** All Kennel Workers in this bargaining unit, will receive a \$30.00 a month uniform allowance.

**18.2.3** 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.

**18.2.4** 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.

## **19. HOLIDAYS**

### **19.1 County Code Reference and Exceptions**

**19.1.1** Parties agree to amend County Code 2.44.070, Holidays and Time Off, as follows:

**19.1.1.1** Unless otherwise provided by a memorandum of understanding approved by the board of supervisors or by a board of supervisors resolution, the following are established as paid holidays for all permanent and probationary county employees:

- 1) January 1 (New Year's Day);
- 2) Third Monday in January (Martin Luther King Day) (Added July, 1984);
- 3) February 12 (Lincoln's Birthday);
- 4) The third Monday in February (Washington's Birthday);
- 5) The last Monday in May (Memorial Day);
- 6) July 4 (Independence Day);
- 7) The 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) That 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.

**19.1.1.2** 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.

**19.1.1.3** Unless otherwise specifically provided in this section, when a holiday listed herein falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.

**19.1.1.4** Unless otherwise provided in this section, when a holiday listed herein falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

**19.1.1.5** For those employees whose five-day work week consists of other than Monday, Tuesday, Wednesday, Thursday and Friday, if a holiday falls on their second day off, the day following the second day off shall be deemed to be the holiday in lieu of the day observed. For those employees whose five-day workweek consists of other than Monday, Tuesday, Wednesday, Thursday, and Friday, if a holiday falls on their first day off, the day preceding their first day off shall be deemed to be the holiday in lieu of the day observed.

**19.1.1.6** Employees required to work on a holiday as specified in this section and Section 2.44.030(c) shall receive full holiday pay in addition to straight-time pay for actual hours worked.

**19.1.1.7** Employees on approved flexible workweeks shall receive eight hours pay for each holiday, rather than the number of hours of their flexible workday.

**19.1.1.8** Employees who work in one of the twenty-four-hour facilities or who work in a seven-day per week work function at the locations listed below will be given the option to either take advantage of this section, or request to participate in the annual leave program:

**19.1.1.8.1** 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;

**19.1.1.8.2** The annual leave program for Trade Unit members shall be capped at twelve (12) days, defined as ninety-six (96) hours in addition to vacation balance.

**19.1.1.8.3** 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;

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

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

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

**19.1.1.8.7** 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.

**19.1.1.9** 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.

**19.1.2** 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.

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

## **20. MILEAGE**

### **20.1 Reimbursement**

**20.1.1** 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 vehicles on County business.

### **20.2 Transportation**

**20.2.1** The parties agree that the County Code Section 2.84.011 shall apply to matters relating to utilization of employee vehicles.

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

**20.2.1.1.1** 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.

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

**20.2.2.1** 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.

**20.2.3** 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.

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

### **21.1 Provisions**

**21.1.1** The County and SLOCEA agree:

**21.1.1.1** 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.

**21.1.1.2** 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 17.10, Vacation, of this agreement, shall apply with respect to maximum number of hours of accrued vacation privilege hours.

## **22. EMT DIFFERENTIAL**

If an employee is qualified and is authorized in writing by the County to perform the duties of an EMT, then the employee shall be paid twenty-five cents (\$.25) per hour in addition to their regular pay.

Current practices concerning training and tuition shall continue; i.e., training shall be done outside of normal work hours and shall not be paid; tuition and books shall be eligible for reimbursement under Article 17, Section 17.7, Tuition Reimbursement.

The parties agree the County has the right to assign or reassign an employee to an assignment that does not qualify for this differential. Such assignment or reassignment shall not be considered a punitive act.

A one hundred and fifty dollar (\$150) per month differential shall be paid to unit members in the Park Ranger series if authorized in writing by the County and the employee is currently certified and licensed in all of the following areas:

EMT  
Vessel for Hire License  
Boating and Safety Enforcement Course

Parties agree the County has the right to assign an employee to an assignment that does not qualify for this differential. Such reassignment shall not be considered a punitive act.

### **23. STATE OF CALIFORNIA QUALIFIED APPLICATOR'S CERTIFICATE**

If an employee is required in writing by the County to possess a current State of California Qualified Applicator's Certificate in the required categories and requires the employee to apply or supervise the application of pesticides, then the employee shall be paid twenty-five cents (\$.25) per hour in addition to their regular pay. This differential does not apply to Park Ranger Specialist.

For those employees required to possess a current State of California Qualified Applicator's Certificate as specified above and are also required as a condition of their job specification, the County will pay State of California annual fees for the original application, renewal and one examination fee. For those employees required to possess a current State of California Qualified Applicator's Certificate as specified above but are not required to do so as a condition of their job specification, the County will pay State of California annual fee for renewal only. Any State fee for name or address changes on any certificate shall be paid by the employee unless the address change is to the direct benefit of the County.

Current practices concerning training and tuition shall continue, i.e., training shall be done outside of normal work hours and shall not be paid; tuition and books shall be eligible for reimbursement under Article 17, Section 17.7, Tuition Reimbursement.

The parties agree the County has the right to assign an employee to an assignment that does not qualify for this differential. Such reassignment shall not be considered a punitive act.

### **24. RECIPROCAL RETIREMENT BENEFIT**

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

### **25. (NOT USED)**

### **26. HOUSING AGREEMENT**

#### **26.1 Designations and Rent Schedule**

**26.1.1** The parties above have agreed to continue the operation of Resolution 79-282 concerning assignment of County-owned housing.

**26.1.2** 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.

**26.1.3** The County reserves the right to periodically re-evaluate each site as to the appropriate category.

**26.1.4** 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 2006-2007 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. (All Urban Consumers, U.S. City Average, Housing). Rental amount shall be rounded to the nearest \$5.00.

**26.1.5** That a “utility factor” shall be determined each July 1st by the County using the 2006-2007 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. (All Urban Consumers, U.S. City Average, All items). The base year utility factor is one hundred and fifty- eight dollars (\$158) per month for each residence which shall be paid by the employee-resident to the County.

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

**26.1.7** 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

	<u>LOCATION</u>	<u>TYPE</u>	<u>CAT</u>	<u>RENTAL</u> <u>(Rates as of</u> <u>FY2011-12)</u>
1	Lopez Lake, SLO Co(2) Flood Control & Water Conservation	3 BR Mobile Homes 24' x 56'	Req	\$1,235 ea
2	Salinas Dam Booster	3 BR, 2 BA Mobile Home 34' x 56'	Req	\$1,380
3	Salinas Dam Booster	3 BR, 2 BA Mobile Home 26' x 66'	Req	\$1,230

4	Salinas Dam	3 BR, 2 BA Mobile Home	Req	\$1,235
5	Lopez Recreation Area	2 BR, 2 BA Mobile Home	Req	\$1,040
6	Santa Margarita Lake	3 BR, 2 BA Mobile Home	Req	\$1,360
7	Oceano Airport	2 BR, 1 BA House	Req	\$1,040

**26.1.8** In addition to the monthly rental cost assigned to each housing unit shall be added the annual Possessory Interest Tax for the property divided by twelve. The employee's obligation shall continue to be prorated according to Section 26.1.6 above.

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

## **27. HEALTH AND 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. Parties agree to continue County Code Section 2.28.010, Creation, and to allow for the addition of three (3) employee representatives on the Safety Commission. These employee representatives will be selected by the recognized employee associations/unions county-wide. The selected employees shall serve a term of two (2) years. In the event an employee representative is unable to complete his/her term of office, the recognized employee associations/unions shall designate the successor to complete the unexpired term.

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

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

## **28. (NOT USED)**

## **29. PROCESSING OF FORMAL GRIEVANCES**

SLOCEA agrees that whenever processing of a grievance is to be transacted during working hours, only the amount of time necessary to bring about a prompt disposition of the matter will be utilized. Whenever possible, the investigation of a grievance shall be done outside normal work hours. Time spent on the processing of grievances will be recorded on a form provided by management.

Stewards will be permitted reasonable time off with pay for the processing of grievances. Stewards, when required to process such grievances, shall first obtain permission from the Department Head or his/her designee and inform him/her that the request to leave their work duties is to perform as a union steward processing a grievance. Such permission will be granted promptly unless such absence would cause an undue interruption of work. If possible, the Steward shall obtain permission to process the grievance from the grievant's supervisor prior to the Steward leaving his/her work site.

Upon entering a work location, the Steward shall inform the Department Head and Supervisor that the nature of his/her business is as a SLOCEA Steward processing a grievance. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work. If the employee cannot be made available, the Steward will be immediately informed when the employee will be made available.

The parties agree that all formal grievances will be processed in accordance with the County's Civil Service grievance procedure.

The parties also agree that any grievance over the interpretation of terms and conditions of this Agreement may be submitted through the grievance procedure for resolution.

### **30. SLOCEA RIGHTS**

#### **30.1 Leave for SLOCEA Business**

**30.1.1** As provided in ordinance 2.44.040, an employee may receive unpaid leave for SLOCEA business.

#### **30.2 SLOCEA Convention Leave**

**30.2.1** Except in cases of emergencies, County agrees to give one employee unpaid leave time to attend the annual SLOCEA convention. Normal advanced leave notice shall be given to the department prior to the convention.

#### **30.3 Notification of SLOCEA Representation**

**30.3.1** Any new employee who is on a classification within the Trades, Crafts and Services Unit shall be notified by County that they are in a unit represented by SLOCEA and shall be given a copy of the Agreement negotiated by the parties. The negotiated Agreement shall be furnished to the County by SLOCEA and shall consist only of the bilateral agreement developed mutually between the parties.

#### **30.4 Names of Unit Members**

**30.4.1** Quarterly, the County shall give SLOCEA a list of names, classifications and work location of unit members. County shall not charge for such list.

**30.5 Agenda**

**30.5.1** 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.

**30.6 Notification to SLOCEA**

**30.6.1** Except in cases of emergencies, County shall notify SLOCEA prior to making changes that cover matters within the scope of representation.

**30.7 Orientation**

**30.7.1** 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 County Administrative Officer or designee.

**31. (NOT USED)**

**32. (NOT USED)**

**33. PRODUCTIVITY**

The parties recognize the need to continue to economize in the face of shrinking fiscal resources available to the County. The parties therefore agree to continue their best efforts to maximize efficiency and productivity during the life of this Agreement.

**34. FUELING DIFFERENTIAL**

A one hundred dollar (\$100) per month differential for possessing a State of California Fueling Certification shall be paid to two (2) unit members in the Auto Mechanic or Equipment Mechanic series if authorized in writing by the County and the employee is currently certified by the State of California.

Parties agree the County has the right to assign an employee to an assignment that does not qualify for this differential. Such reassignment shall not be considered a punitive act.

**35. FACILITY MAINTENANCE MECHANIC/MAINTENANCE PAINTER DIFFERENTIAL**

**35.1 Eligibility and Rates**

**35.1.1** A one hundred dollar (\$100) per month differential for up to five (5) unit members in the following classification series: Facility Maintenance Mechanics/Maintenance Painters who qualify for the differential by obtaining and maintaining a certification in a minimum of three of the following areas:

**35.1.1.1** Refrigerant Certification (one day EPA exam): allows us to service our HVAC equipment that contains ozone depleting refrigerants.

**35.1.1.2** Asbestos Inspector Certification (three day AHERA exam, yearly refresher course required): required for individuals who investigate asbestos containing materials (ACM) including those who collect samples, survey, record, or express written information on the presence or absence of ACM in our facilities.

**35.1.1.3** Asbestos Operation and Maintenance Certification (two day AHERA exam, yearly refresher course required): required by facility staff who perform maintenance or repair activities of small scale or short duration which may disturb ACM in our facilities.

**35.1.1.4** Lead Based Paint Interim Controls Certification (one day CAL OSHA exam, yearly refresher course required): required by facility staff who perform stabilization of deteriorated paint or engage in ongoing lead paint maintenance activities.

**35.1.1.5** Hazmat General Site Operations Certification (five day CAL OSHA class and exam, yearly refresher course required): health and safety training for staff involved in initial site characterization, field investigation and remediation operations of hazardous materials found in facilities.

**35.1.1.6** Forklift Training (four hour CAL OSHA training and exam with workplace evaluation of forklift operation, yearly renewal required): required for storeroom operations and to safely run the forklift.

**35.1.2** General Services will establish a written criteria which will be used to determine the number of certifications needed and will post notification of future needs. This notice will be updated on a regular basis and will identify known employees who are working on certifications to establish eligibility for the differential.

**35.1.3** Parties agree the County has the right to assign an employee to an assignment that does not qualify for this differential. Such reassignment shall not be considered a punitive act.

**36. (NOT USED)**

**37. "FAIR-SHARE"/AGENCY SHOP**

**37.1 Agency Shop**

**37.1.1** 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.

**37.1.1.1** 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.

**37.1.1.2** Unless an employee qualifies for an exemption under subsection 37.1.1.8 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.

**37.1.1.3** 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.

**37.1.1.4** 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.

**37.1.1.5** 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.

**37.1.1.6** 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.

**37.1.1.7** 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.

**37.1.1.8** Exemption from Agency Fee Obligations:

**37.1.1.8.1** 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.

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

**37.1.1.9.1** 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.

**37.1.1.10** Rescission of Agency Shop:

**37.1.1.10.1** 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.

**37.1.1.11** Association Indemnification:

**37.1.1.11.1** 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.

## **38. SUMMER CARE SCHOLARSHIP**

### **38.1 Program Details**

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

**38.1.1.1** For employees in Trades, Crafts, and Services, 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 \$17,500 for each calendar year. Each employee will be eligible for a maximum subsidy from said fund, subject to availability of monies remaining in said fund. A check for said amount shall be issued to the Association by May 15<sup>th</sup> of each year.

**38.1.1.2** 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.

**38.1.1.3** 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.

**38.1.1.4** 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 unspent monies from the previous program year shall roll over to the following year's program funds upon approval by the County. The total amount of the carryover shall not exceed \$15,000.

**38.1.1.5** Parties agree that any disagreement in 38.1.1.2 and 38.1.1.3 shall be submitted to the County Administrative Officer or his/her designee for his/her final and binding determination.

**38.1.1.6** 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 Trades, Crafts and Services, Supervisory, Clerical and Public Services Units set out in 38.1.1.2. 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.

### **39. AUTOMATIC PAYROLL DEPOSIT**

Direct deposit of County paychecks into a financial institution of the employee's choice will be required for all employees hired on or after October 24, 2006.

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

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

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

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 the Union.

The waiver of 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.

### **41. CONCERTED ACTIVITIES**

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

#### **42. IMPLEMENTATION AND EFFECT**

This Memorandum of Understanding constitutes a mutual recommendation to be submitted to the County Board of Supervisors on or before December 13, 2011. 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.

#### **43. SAVINGS PROVISION**

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and existing except to the extent permitted by law and said provisions as may be declared so invalid shall be deemed severable from all other sections hereof; but all other provisions will continue in full force and effect.

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 TO FORM AND LEGAL EFFECT:

WARREN R. JENSEN  
County Counsel

\_\_\_\_\_  
By: Rita L. Neal  
Assistant County Counsel

Date: \_\_\_\_\_

## APPENDIX "A"

<b>Class</b>	<b>Class Title</b>	<b>BU</b>	<b>Current Range</b>
1406	AIRPORTS MAINTENANCE WORKER	BU02	1922
9653	AUTO MECHANIC I	BU02	2133
9654	AUTO MECHANIC II	BU02	2242
1335	CUSTODIAN	BU02	1562
1121	EQUIPMENT MECHANIC I	BU02	2187
1120	EQUIPMENT MECHANIC II	BU02	2384
1123	EQUIPMENT SERVICE WORKER	BU02	1628
1314	FACILITY MAINT MECHANIC I	BU02	1772
1316	FACILITY MAINT MECHANIC II	BU02	1922
1315	FACILITY MAINT MECHANIC III	BU02	2308
1313	FACILITY MAINTENANCE MECHANIC LEADWORKER	BU02	2423
2303	FLEET SERVICE WRITER	BU02	1670
1242	GREENSKEEPER AIDE	BU02	1471
1243	GREENSKEEPER I	BU02	1757
1244	GREENSKEEPER II	BU02	2032
1245	GREENSKEEPER III	BU02	2309
1106	GROUNDS RESTORATION SPECIALIST	BU02	2309
1420	KENNEL WORKER	BU02	1553
2302	LEAD FLEET MECHANIC	BU02	2503
1317	LOCKSMITH-MAINTENANCE WORKER	BU02	2308
1307	MAINTENANCE PAINTER I	BU02	2082
1308	MAINTENANCE PAINTER II	BU02	2308
1223	PARK RANGER AIDE	BU02	1471
1222	PARK RANGER I	BU02	1757
1221	PARK RANGER II	BU02	2032
1220	PARK RANGER III	BU02	2309
1210	PARK RANGER SPECIALIST	BU02	2538
1115	PUBLIC WORKS LEADWORKER	BU02	2355
1105	PUBLIC WORKS WORKER I	BU02	1659
1117	PUBLIC WORKS WORKER II	BU02	1839
1119	PUBLIC WORKS WORKER III	BU02	1937
1103	PUBLIC WORKS WORKER IV	BU02	2159
1321	SR STOREKEEPER	BU02	1841

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**APPENDIX "A" – cont.**

<b>Class</b>	<b>Class Title</b>	<b>BU</b>	<b>Current Range</b>
1338	STOCK CLERK	BU02	1421
1336	STOREKEEPER I	BU02	1517
1331	STOREKEEPER II	BU02	1671
9628	WATER SYSTEMS WORKER I	BU02	2304
9627	WATER SYSTEMS WORKER II	BU02	2762
9626	WATER SYSTEMS WORKER III	BU02	3069
9629	WATER SYSTEMS WORKER TRAINEE	BU02	1842