

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SAN LUIS OBISPO AND
SAN LUIS OBISPO COUNTY EMPLOYEES’ ASSOCIATION FOR THE
TRADES, CRAFTS AND SERVICES UNIT (BU 02)
2022-2025

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SAN LUIS OBISPO AND
SAN LUIS OBISPO COUNTY EMPLOYEES' ASSOCIATION FOR THE
TRADES, CRAFTS AND SERVICES UNIT (BU02)
2022-2025**

1. DESIGNATION OF THE PARTIES

This Memorandum of Understanding (hereinafter "MOU" or "Agreement") is entered into as of July 1, 2022 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, 2022, and expires and is otherwise fully terminated on June 30, 2025.

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 The parties shall commence negotiations by March 1 of the final year of this Agreement.

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. These employees shall be entitled to release time to participate in negotiations for successor memoranda of understanding, for other negotiating sessions, and for other formal meetings regarding matters within the scope of representation, including eight hours prior to the negotiations meeting and two hours before and one hour after each negotiating session. Exceptions can be made on a case-by-case basis, to assure that release time for preparations is reasonable. Release time is subject to operational needs as reasonably determined by the employee's department in consultation with the employee.

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 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 DEDUCTION

7.1 The County agrees to an automatic payroll deduction of SLOCEA dues 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 notification by SLOCEA to implement such deduction. County further agrees to issue a check each pay period, payable to SLOCEA, for the total amount of the individual deductions for dues and/or insurance premiums.

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

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

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.

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

1. SLOCEA recreational, social and related news bulletins;
2. Scheduled SLOCEA meetings;
3. Information concerning SLOCEA elections or the results thereof;
4. Reports of official business of SLOCEA, including reports of committees or the Board of Directors; and
5. Other material concerning SLOCEA business.

8.1.1.1.2 Prior to posting any material other than that listed in 1, 2, 3, 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.

8.1.1.2 Upon prior arrangement with appropriate County department, and subject to availability and current charges, County facilities (meeting rooms) during reasonable non-working hours for purpose of conducting meetings.

8.1.1.3 Upon prior arrangement with the appropriate County department 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, provided that notice of a decision to terminate a previously approved alternative work schedule shall be consistent with Article 11.1.1.5 below. 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 that Policy may be modified or changed in the future after meeting and conferring as required by law.

11.1.1.5.1 Alternative Work Schedules established for specific employees by mutual agreement, pursuant to the Alternative Work Schedule Policy, may subsequently be terminated at the sole discretion of the Department Head. Except for emergencies, both the impacted employee and SLOCEA shall be notified at least fourteen (14) days' in advance of any such termination; upon request, the Department Head or his/her designee will meet with SLOCEA and the employee to explain and discuss the basis for the decision. Absent mutual agreement to the

contrary, any employee who's previously assigned alternative work schedule is terminated shall be returned to a standard work schedule.

11.1.1.5.2 In the event that a Department offering alternative work schedules contemplates eliminating all such alternative work schedules, or any category of alternative work schedules (e.g., all 4/10 schedules) on a Department-wide basis, it will notify all impacted employees and SLOCEA at least thirty (30) days in advance of the proposed change. Upon request, the County shall meet with SLOCEA during the thirty (30) day notice period only to confer in good faith regarding the proposed decision and/or its negotiable impacts. Absent mutual agreement to the contrary, however, the County shall retain the discretion to impose the decision at the end of said thirty (30) day notice period. Impact negotiations may continue beyond the thirty (30) day notice period, but such ongoing negotiations shall not bar the County from imposing the change itself once the notice period is complete.

11.1.1.5.3 This section shall not be interpreted to prevent Department management and individual employees who are assigned to alternative work schedules from discussing the continued appropriateness of, or potential modifications to, any previously established alternative work schedule arrangement, nor shall it prevent any employee from requesting and the Department mutually agreeing to the establishment, modification, or termination of any alternative work schedule consistent with the provisions of the Alternative Work Schedule Policy.

11.1.1.5.4 The parties agree that good faith compliance with the procedures and timelines set forth within this Article 11.1.1.5 shall fully satisfy all County obligations relating to the termination of alternative work schedules. Except as so agreed, nothing in this Article shall be construed as a waiver by SLOCEA of any right under the Meyers-Milias-Brown Act (MMBA), PERB Regulation, or PERB or court precedent.

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 2022-2023 Salary Adjustment

12.1.1 Effective the start of the pay period including July 1, 2022, wages shall be increased by 3.00% for all classifications in this unit, shown in Appendix A.

12.1.2 To address market competitiveness and job family alignment issues for classifications identified to be below market in base wages, the salary ranges of the classifications shown in Appendix A shall be increased as shown in Appendix A. These increases shall be in addition to and separate from the increases provided in section 12.1.1 above and shall be effective the start of the pay period including July 1, 2022.

12.1.3 Notwithstanding County Code 2.48.030 and applicable to this Agreement only, effective the pay period following Board of Supervisors' approval of this Agreement, a sixth

salary step shall be added to the salary range for all classifications in this unit. The pay rate of the sixth step shall be 5% above the pay rate of the fifth step. Employees may qualify for advancement to the sixth step after completion of the equivalent of one year of full time service in step five and upon recommendation of the department head and approval by the County Human Resources Director. This salary step increase is not automatic, and is based on satisfactory performance and service. Employees who have been at step 5 for at least one year as of the pay period following Board of Supervisors' approval of this Agreement and who have a current performance evaluation with an overall satisfactory rating shall be placed at step 6 effective the pay period following Board of Supervisors' approval of this Agreement.

12.2 Fiscal Year 2023-24 Salary Adjustment

12.2.1 Effective the start of the pay period that includes July 1, 2023, wages shall be increased by 3.00% for all classifications in this unit, shown in Appendix A.

12.3 Fiscal Year 2024-25 Salary Adjustment

12.3.1 Effective the start of the pay period that includes July 1, 2024, wages shall be increased by 2.5% for all classifications in this unit, shown in Appendix A.

12.4 Compliance with Prevailing Wage Ordinance

12.4.1 The salaries specified herein were negotiated and agreed to in accordance with the provisions of California Government section 3505 and with the County Prevailing Wage Ordinance (County Code Section 2.48.180), which provides, "Prevailing salaries or wages shall be determined by negotiations between the county's employer representatives and the recognized employee organization(s)."

12.5 Eligibility

12.5.1 The parties agree that any wage increases are negotiated for the benefit of those person who remain in County employment and are not intended to apply to former employees who leave the County employment on or prior to the effective dates for implementation of its various provisions (See Article 47, IMPLEMENTATION AND EFFECT).

13. RETIREMENT CONTRIBUTION

13.1 Employee Contributions and County Contributions (Appropriations)

13.1.1 Any pension rate increase determined annually by the Pension Trust Board shall be split 50/50 between the County and bargaining unit members, as adopted by the Board of Supervisors after receipt of actuarial data, provided that:

13.1.1.1 There shall be no pension contribution rate increase for Tier 1, Tier 2, and Tier 3 members for fiscal years 2022/23 and 2023/24 only.

13.1.1.2 Recommencing in fiscal year 2024/25 Tier 1, Tier 2, and Tier 3 members and the County shall share any pension contribution rate increase 50/50; except that

in fiscal year 2024/25 only, employees' 50% share of the increase shall not exceed 1%.

13.1.2 The County will continue the Employer Paid Member Contributions (EPMC) for a portion of the employee Pension Trust contribution on behalf of all employees within the SLOCEA Trades unit of representation. Such EPMC shall be ten and thirty-eight one-hundredths percent (10.38%) of pensionable wages.

13.1.2.1 For "new members," as defined by the Public Employees' Pension Reform Act (PEPRA), beginning the pay period that includes July 1, 2014, the County shall discontinue the ten and thirty-eight one-hundredths percent (10.38%) EPMC of the employees' contribution to the Pension Trust. "New members" on or after the pay period that includes July 1, 2014 shall be responsible for the full employee share of pension contributions.

13.1.3 Unit members who are members of the Pension Trust shall have not have the 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.

13.1.4 The parties agree that the County's EPMC of employees' Pension Trust contributions is based on San Luis Obispo County Employees' Retirement Plan section 5.05.1 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.

13.1.5 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.

13.2 Tier 1 Retirement

13.2.1 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.

13.2.2 Deferred Retirement Option Program (DROP)

13.2.2.1 Parties agree that SLOCEA Trades employees are eligible to participate in the voluntary Deferred Retirement Option Program (DROP) pursuant to Article 26 of the Retirement Plan. DROP provides employees who are eligible for retirement to continue to work for the County after entering into Deferred Retirement status during which the employee's Service Retirement Allowance will be paid into a DROP account. It is understood that all provisions of DROP must conform to applicable laws. Modifications to DROP 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 DROP retains all rights, privileges and benefits of being an active County employee, except as specifically modified by Article 26 of the Retirement Plan. The employee enrolled in DROP continues to be eligible for the active employee Cafeteria 125 Plan benefits and is not eligible for retiree health benefits. Under DROP, the employee's individual monthly Service Retirement Allowance and related cost of living adjustments if applicable, along with applicable Additional Contribution Account amounts will be deposited into an account maintained for the employee under the provisions of DROP. The employee's 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.

13.2.2.2 Upon entering DROP, the employee's and the employer's contributions to the Retirement Plan cease. A member may enroll in DROP for a period no less than six (6) months and not to exceed sixty (60) months.

13.2.2.3 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 Program (DROP).

13.2.3 Parties agree to amend the San Luis Obispo County Employees Retirement_Plan to allow for the purchase of Military Service credit as provided in Section 2.12.5 of the Retirement Plan retroactive to December 13, 2011. Such purchase shall be allowed at employee expense and at zero County cost.

13.3 Tier 2 Retirement

13.3.1 All new County employees hired into this unit on or after July 24, 2011 and before January 1, 2013, shall be placed in a second tier of retirement benefits in compliance with applicable laws and pension plan provisions. Tier 1 eligible County employees who promote, transfer, or otherwise change to another bargaining unit in the future will maintain the Tier 1 pension plan benefits for that new bargaining unit. The Tier 2 pension benefit plan is as follows:

13.3.1.1 Retirement formula 2%@60;

13.3.1.2 90% benefit cap;

13.3.1.3 2% COLA, no carryover;

13.3.1.4 No deferred retirement option program (DROP);

13.3.1.5 3 year average final compensation;

13.3.2 Any increases in pension costs that occur will be covered by Section 13.1.1 listed above.

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

13.4 Tier 3 Retirement

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

13.4.1.1 Retirement formula 2.0% @ 62

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

13.4.1.3 Elimination of EPMC, as referred to in 13.1.2.

13.4.1.4 2% COLA, no carryover;

13.4.1.5 No deferred retirement option program (DROP);

13.4.1.6 3 year average final compensation.

13.4.2 Any increases in pension costs that occur will be covered by Section 13.1.1 listed above.

13.4.3 "New members," as defined by the Public Employees' Pension Reform Act (PEPRA), shall be eligible for retirement formula as outlined in PEPRA and as defined in Article 29 of the San Luis Obispo County Employees Retirement Plan, known as Tier 3 for all County Employees.

14. RECIPROCAL RETIREMENT BENEFIT

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

15. 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.

The County shall not charge an administrative fee to participating employees.

16. HEALTH COVERAGE AND OTHER BENEFITS

16.1 General Provisions

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

16.1.2 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 on a pretax basis. 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.

16.1.3 For those employees who elected County medical insurance under this section, the County Cafeteria Plan contribution shall be as follows:

16.1.3.1 For employees with employee only medical coverage, the County shall contribute \$740.00 per month.

16.1.3.2 For employees with employee plus one dependent medical coverage, the County shall contribute \$1,100 per month.

16.1.3.3 For employees with employee plus two or more dependents medical coverage, the County shall contribute \$1,340 per month.

16.1.4 Effective for the first paycheck in January 2023, or the start of the pay period following Board of Supervisors' approval of this agreement, whichever occurs later, the County Cafeteria Plan contribution shall be as follows:

16.1.4.1 For employees with employee only medical coverage, the County shall contribute \$765.58 per month.

16.1.4.2 For employees with employee plus one dependent medical coverage, the County shall contribute \$1,175 per month.

16.1.4.3 For employees with employee plus two or more dependents medical coverage, the County shall contribute \$1,475 per month.

16.1.5 Effective for the first paycheck in January 2024 the County Cafeteria Plan contribution shall be as follows:

16.1.5.1 For employees with employee only medical coverage, the County shall contribute \$765.58 per month.

16.1.5.2 For employees with employee plus one dependent medical coverage, the County shall contribute \$1,250 per month.

16.1.5.3 For employees with employee plus two or more dependents medical coverage, the County shall contribute \$1,550 per month.

16.1.6 Effective for the first paycheck period in January 2025 the County Cafeteria Plan contribution shall be as follows:

16.1.6.1 For employees with employee only medical coverage, the County shall contribute \$790 per month.

16.1.6.2 For employees with employee plus one dependent medical coverage, the County shall contribute \$1,300 per month.

16.1.6.3 For employees with employee plus two or more dependents medical coverage, the County shall contribute \$1,625 per month.

16.1.7 For those active employees who opt out of County sponsored medical insurance, the County shall contribute only those amounts specified in section 16.2.

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

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

16.2.1 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 group medical insurance coverage and maintain such coverage during the opt out period. Group medical insurance coverages are employer sponsored healthcare through a spouse or domestic partner, parent, second job, or enrollment in employer-sponsored retiree medical insurance coverage, or the Government programs Medicaid, CHIP, or TRICARE. All employees are required to participate in employee-only vision and dental.

16.2.2 For employees hired on or after February 15, 2015 the cash out option will no longer be available for employees who elect to opt out of a County sponsored medical plan. These employees shall be eligible for the benefits specified in section 16.2.3.2 below.

16.2.3 For employees hired before February 15, 2015 the cash out option will be eliminated January 1, 2016, as set out by the following:

16.2.3.1 For employees who elect to opt out prior to January 1, 2016, the following provisions shall apply:

16.2.3.1.1 The County will pay \$576.95 per month to each employee who elects to "opt out" of a County-sponsored medical plan.

16.2.3.1.2 The employee will receive the amount specified in 16.2.3.1.1 for as long as the employee continually elects to opt out after January 1, 2016.

16.2.3.1.3 If employee who has opted out later elects to enroll in a County-sponsored medical plan, provisions in section 16.1 shall apply.

16.2.3.2 For any employee who elects to opt out of a County-sponsored medical plan on or after January 1, 2016, the following provisions shall apply:

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

16.2.3.2.2 Employees shall not receive the cash out payment specified in section 16.1.3.1.

16.2.3.2.3 If employee who has opted out later elects to enroll in a County-sponsored medical plan, provisions in section 16.1 shall apply.

16.2.4 SLOCEA will work collaboratively with the County through the Health Care Committee to develop health insurance options for employees with the goal of broadening health care options available to employees.

16.3 Other Cafeteria Plan Provisions

16.3.1 The current County Cafeteria Plan contributions are 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 16.2), and dependent medical, if any. As soon as administratively feasible, the County Cafeteria Plan contributions shall be spent in the following order: employee-only medical insurance (except as noted in Section 16.2); dependent medical, if any; employee-only vision; dependent vision, if any; employee-only dental; and dependent dental, if any. The County's obligation to make these contributions shall not exceed the total Cafeteria Plan contributions in Section 16.1.

16.3.2 The parties agree that the Cafeteria Plan contribution 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.

16.4 Health Savings Account (HSA)

16.4.1 The County shall provide a Health Savings Account (HSA) contribution of up to \$750 per year, to be provided per pay period in the amount of twenty-eight dollars and eighty-five cents (\$28.85), for each employee who elects to enroll in both a High Deductible Health Plan (HDHP) and meets the requirements for HSA eligibility.

16.5 Health Plan Committee

16.5.1 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.

16.6 Pro-ration of Benefits

16.6.1 Part-time employees hired after December 14, 2004, will receive pro-rated cafeteria plan contributions based on hours worked, paid leave and/or time off granted under the Voluntary Time Off Program (VTO). Pro-ration will be applied to the Cafeteria Plan contribution indicated in Section 16.1, less the Public Employees Medical Hospital Care Act (PEMHCA) minimum as determined by CalPERS each year. The PEMHCA minimum will then be added to this pro-rated amount for a total contribution.

16.6.2 Employees employed with the County on or before December 14, 2004, including all part time and full time employees, shall be grandfathered to receive, for the entirety of their County employment, the full Cafeteria Plan contribution as specified in Section 16.1.

16.6.3 Any current employee employed with the County on or before December 14, 2004, that separates from County employment due to layoff, who is subsequently reinstated or reemployed pursuant to Civil Service Rules, will resume receiving the full Cafeteria Plan contribution as specified in Section 16.1 of this Agreement.

16.7 Voluntary Employee Beneficiary Association (VEBA)

16.7.1 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).

16.7.2 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.

17. TOOL ALLOWANCE

17.1 Eligibility and Amounts

17.1.1 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 17.1.3 below. The tools purchased pursuant to this section shall be the property of the employee. Classifications eligible for this allowance are:

- Airport Maintenance Worker
- Locksmith I, II

17.1.1.1 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.

17.1.2 The County further agrees to continue to provide a tool allowance fund for all Auto Mechanics, Equipment Mechanics, and Facility Maintenance 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 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 17.1.3 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 (Golf Course only)
- Facility Maintenance Mechanic I, II, III

17.1.2.1 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.

17.1.3 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.

17.1.4 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.

17.1.5 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 17.1.3 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.

18. PAY AND LEAVE PRACTICES

18.1 Shift Differential

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

18.1.1.1 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.

18.1.1.2 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.

18.1.2 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.

18.1.3 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.

18.2 Overtime and Distribution of Overtime

18.2.1 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.

18.2.2 Compensatory time off may be accumulated to a maximum of one hundred twenty (120) hours for eighty (80) hours worked.

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

18.3 Compensatory Time Utilization

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

18.4 Standby Duty

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

18.4.1.1 “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:

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

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

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

18.4.2 As an exception to the County Code Section 2.48.170 as referenced above, the following provisions shall apply:

1. Effective the pay period following Board of Supervisors’ approval of this agreement, standby duty shall be assigned in writing and shall be compensated at the rate of \$5.00 per hour.

18.4.3 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.

18.5 Consultation Standby

18.5.1 Consultation standby shall be used to provide additional compensation to employees who are occasionally called at home after scheduled work hours by members of the public or by other employees to provide time-sensitive work-related information or consultation.

18.5.2 If during a calendar quarter an employee assigned to Consultation Standby is required to respond to telephone calls or text messages for his/her service more than twenty-six (26) times per quarter while assigned Consultation Standby duty, the employee shall be removed from Consultation Standby and placed on Standby duty the following quarter.

18.5.3 Consultation standby shall be assigned and unassigned by management in writing. Employees shall be compensated at the rate of one hundred dollars (\$100) per month of assigned Consultation Standby.

18.5.4 An employee on Consultation Standby pay shall also be paid their regular hourly rate of pay for time spent performing work while on Consultation Standby.

18.5.5 Employees assigned to Consultation Standby shall not be eligible to receive regular Standby Duty pay during the same period of time.

18.6 Call Back

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

18.6.1.1 Those employees who are called back by management or other recognized emergency responders after a work shift ends, and actually report for duty on site, 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 shall also apply when employees are called back by management after a work shift ends to perform duties away from their normal worksite. 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. Standby pay shall not be applicable during this time of paid service.

18.6.1.2 If an employee, who was called back to work pursuant to 18.6.1.1 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.

18.6.1.3 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 21, Section 21.2.

18.6.1.4 Those employees who are called upon by management after a work shift ends to provide service by telephone or computer between the hours of 10:00 p.m. and 6:59 a.m. shall be paid or earn compensating time off at the rate of time and one-half with a minimum of two hours paid for providing such service. Standby pay shall not be applicable during this time of paid service.

18.6.1.5 If an employee, who was called upon by management to provide service by telephone or computer pursuant to 18.6.1.4 and has completed his/her assignment, is again called upon to perform service, he/she will not receive another minimum if the time is within the previous two-hour minimum.

18.6.1.6 Those employees who are called upon by management after a work shift ends to provide service by telephone or computer between the hours of 7:00 a.m. and 9:59 p.m. shall be paid or earn compensating time off at the rate of time and one-half in thirty-minute increments for providing such service. Standby pay shall not be applicable during this time of paid service.

18.6.1.7 If an employee, who was called upon by management to provide service by telephone or computer pursuant to 18.6.1.6 and has completed his/her assignment, is again called upon to perform service, he/she will not receive another minimum if the time is within the previous thirty minute increment.

18.7 Emergency Meal Pay

18.7.1 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.

18.7.2 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.

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

18.8 Tuition Reimbursement Fund

18.8.1 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 and fifty 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:

18.8.1.1 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.

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

18.8.1.3 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.

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

18.8.3 This fund may also be used to pay for:

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

18.8.3.2 Certifications identified as required for individual employee’s job classification

18.8.3.3 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.

18.9 Sick Leave

18.9.1 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:

18.9.1.1 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.

18.9.1.2 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.

18.9.1.3 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.

18.9.1.4 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.

18.9.1.5 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.

18.9.1.6 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).

18.9.1.7 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.

18.9.1.8 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.

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

18.9.1.10 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.

18.9.1.11 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.

18.9.1.12 Pursuant to Board of Supervisors approved memorandum of understanding or resolution, permanent employees shall be entitled to exchange sick leave hours for vacation.

18.9.1.13 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).

18.9.1.14 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.

18.9.2 As an exception to the County Code Section 2.44.060 as referenced above, the following provisions shall apply:

1. Accrual of sick leave shall be limited to two hundred and sixty (260) working days.
2. Sick leave with pay shall only be granted upon the recommendation of the department head, or designee, 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. Additionally, 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 accordance with Federal and/or State law.
3. 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 termination by dismissal the employee shall not be entitled to any payment for any accrued sick leave.
4. Employees, laid off because of a reduction in force, shall be entitled to payment for accrued sick leave.

18.9.3 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.

18.10 Vacation

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

18.10.1.1 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.

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

18.10.2.1 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.

18.10.2.2 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.

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

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

18.10.2.3.2 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;

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

18.10.2.3.4 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.

18.10.3 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.

18.10.3.1 Vacations shall be taken in the following manner:

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

18.10.3.1.2 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;

18.10.3.1.3 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.

18.10.3.2 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.

18.10.3.3 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.

18.10.4 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.

18.11 **Water Certificates**

18.11.1 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.

18.11.2 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.

18.12 Pay-in-Lieu Program

18.12.1 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.

18.13 Leave of Absence

18.13.1 Parties agree that County has the right to amend County Code 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.

18.14 Bilingual Differential

18.14.1 When it has been determined by the Human Resources Director that an employee's use of bilingual skills is necessary for the effective performance of the functions of the department, effective the start of the pay period following Board of Supervisors’ approval of this agreement, that employee shall receive either one hundred twenty-five (\$125) dollars per month for less than full-time use, or two hundred (\$200) dollars per month for intense use that is required for successful performance of their duties.

1. The one hundred twenty-five (\$125) dollar rate shall be paid to county employees who use bilingual skills on a frequent but intermittent basis. This skill is secondary to the normal job function.
2. The two hundred dollar (\$200) rate shall be paid to a county employee who uses bilingual skills every work day as a regular and routine part of the job. The use of bilingual skills is a primary element of this employee's job.

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

19. WORKING CLOTHES

19.1 General Provisions

19.1.1 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, for employees in the following job classes:

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
Wastewater Systems Worker Trainee, I, II, III
Unit members assigned to work at County Golf Courses

19.1.1.1 County agrees to buy a set of coveralls as needed every other year for Facility Maintenance Mechanic I, II, and III-The County agrees to continue to provide coveralls as needed for Public Works and Central Services personnel when they are engaged in unusually dirty activities.

19.1.1.2 The County will provide Airport Maintenance Workers and Airport Terminal Services Workers with a set of work clothes for each regularly assigned working day, and a replacement set of work clothes as necessary. The employees shall be responsible for the normal care and cleaning of these work clothes.

19.1.2 For the following classifications the County shall determine uniform to be worn and upkeep standards after consultation with the Association and affected classifications chosen by the Association.

19.1.2.1 Custodians and Facility Maintenance Mechanics I, II, III 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.

19.1.2.2 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 19.1.1.1. 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.

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

19.1.2.2.2 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:

1. 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, $17 \times \$29.17 = 495.83 - \$300 = \$195.83$)

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

19.1.3 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
- Airports Terminal Services 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
- Wastewater Systems Worker, Trainee, I, II, III

19.1.4 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.

19.2 Animal Care Technicians

19.2.1 To each newly hired Animal Care Technician 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.

19.2.2 All Animal Care Technicians in this bargaining unit will receive a \$30.00 a month uniform allowance.

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.

19.2.3 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.

20. HOLIDAYS

20.1 County Code Reference and Exceptions

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

20.1.1.1 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.

20.1.1.2 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.

20.1.1.3 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.

20.1.1.4 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.

20.1.1.5 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.

20.1.1.6 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.

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

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

20.1.1.8.1 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;

20.1.1.8.2 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.

20.1.1.8.3 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;

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

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

20.1.1.8.6 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.

20.1.1.8.7 Part-time employees shall take accrued annual leave on the same pro rata basis as their part-time schedule bears to the full work schedule of their department.

20.1.1.9 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.

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

20.1.2 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.

20.1.3 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.

20.1.4 The County reserves the right to update County Code 2.44.070, Holidays and Time Off, to provide that the holidays designated as Lincoln's Birthday shall be observed either on a Monday or a Friday of the week in which the holiday falls.

21. WORK LOCATION

21.1 Work Location Policies

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

21.1.1.1 Except in cases of emergencies, employees will not be reassigned from their designated normal work location without prior notice. If the reassignment is intended as a permanent change, management shall give the employee at least two week's advance notice. Management shall review request for additional time on a case-by-case basis based on the operational needs of the department and the urgency of the need for a work location change. The designated normal work location(s) is/are the regular work location(s) as assigned by management. Said notice provision may be waived by written agreement of the employee.

21.1.2 The parties agree that the following shall apply to employees on temporary assignment to another location:

21.1.2.1 Mileage reimbursements for temporary work assignments will be in accordance with the County's Travel Policy.

21.1.2.2 Employees who normally car pool or use alternative transportation will be entitled to receive mileage reimbursement as stated in 21.1.2.1 above, for those days that they are required to report to a temporary work location.

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

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

21.1.2.5 Any revisions to the County's Travel Policy shall be made after meeting and conferring as required by law.

22. SICK LEAVE HOURS EXCHANGE FOR VACATION HOURS

22.1 Provisions

22.1.1 The County and SLOCEA agree:

22.1.1.1 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.

22.1.1.2 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 18.10, Vacation, of this agreement, shall apply with respect to maximum number of hours of accrued vacation privilege hours.

23. 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 (\$0.25) per hour in addition to their regular pay.

When EMT duties are authorized, all immediate and ongoing training required to maintain EMT certification shall be paid. Employees shall be allowed to attend training during work hours. In the event training is not available during work hours, employees may be eligible to flex their schedules accordingly, with prior approval from their supervisor. If flexing is unworkable, the department head may authorize the training to occur outside of duty hours on overtime pay. Tuition and books shall be eligible for reimbursement under Article 18, Section 18.8, 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.

24. TRIPLE CERTIFICATION

A one hundred and fifty dollar (\$150) per month differential shall be paid to unit members in the Park Ranger series performing patrol duties at Santa Margarita or Lopez Lakes if (a) assigned by the Director of Parks and Recreation or his or her designee, and (b) certified and licensed in all of the following areas:

- EMT
- Vessel for Hire License
- Boating and Safety Enforcement Course

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.

Employees receiving this differential are ineligible for the EMT differential in Article 23 above.

25. 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 18, Section 18.8, 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.

26. JURY DUTY

26.1 County Code Reference and Exceptions

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

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

26.1.2 As an exception to the County Code Section 2.44.080 as referenced above, the following provisions shall apply:

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

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

27. HOUSING AGREEMENT

27.1 Designations and Rent Schedule

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

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

1. Required
2. Mutual Benefit
3. Convenience

27.1.3 The County reserves the right to periodically re-evaluate each site as to the appropriate category at a minimum of one time per fiscal year. A 30-day notice will be given to the employee and SLOCEA of a change in category.

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

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

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

27.1.7 In addition to monthly utility payments in accordance with 27.1.5, employees using County-provided residences or mobile home pads shall pay rent in accordance with the following schedule of payments:

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

	LOCATION	TYPE	CATEGORY	RENTAL FY2022-23
1	Lopez Lake, SLO Co Flood Control & Water Conservation	(2) 24' x 56' Mobile Homes (12/1/93 Installed)	Required	\$1,675 ea
2	Salinas Dam Booster	3 BR, 2 BA 34' x 56' Mobile Home (Installed 6/98)	Required	\$1,870
3	Salinas Dam Booster	3 BR, 2 BA 26' x 66' Mobile Home (Installed 2/97)	Required	\$1,685
4	Salinas Dam	3 BR 2 BA Mobile Home (Installed 1988-89)	Required	\$1,675
5	Lopez Recreation Area	2 BR 2 BA Mobile Home (Installed 2008)	Required	\$1,390
6	Lopez Recreation Area – Camp French	2 BR, 2 BA Mobile Home	Required	\$1,285
7	Santa Margarita Lake	3 BR 2 BA Mobile Home (Installed January 2002)	Required	\$1,825
8	Oceano Airport	2 BR 1 BA House	Required	\$1,410

27.1.8 Rental rates shall be adjusted in accordance with Article 27.1.4 at the start of each fiscal year.

27.1.9 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 27.1.6 above.

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

28. 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.

29. TRANSPORTATION

29.1 The parties agree that the following shall apply to matters relating to utilization of employee vehicles and travel time:

29.1.1 The County Travel Policy and County Code Section 2.84.011 shall apply to matters relating to utilization of employee vehicles.

29.1.2 Compensation and reimbursements for travel time shall be in accordance with the County's Travel Policy.

29.1.3 Mileage rates shall be in accordance with the standard mileage reimbursement rate established by the Internal Revenue Service for the authorized use of a private vehicle on County business.

29.1.4 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. Any revisions to the County's Travel Policy shall be made after meeting and conferring as required by law.

30. PROCESSING OF FORMAL GRIEVANCES

Grievances are ordinarily handled by SLOCEA staff, however SLOCEA agrees that whenever processing of a grievance is to be transacted by a Steward 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 the employee's timesheet.

When assigned or authorized by SLOCEA, Stewards will be permitted reasonable time off with pay for the processing of grievances. In such cases SLOCEA shall first obtain permission from the Steward's 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.

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.

31. SLOCEA RIGHTS

31.1 Leave for SLOCEA Business

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

31.2 SLOCEA President's Leave

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

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

31.3 SLOCEA Convention Leave

31.3.1 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.

31.4 Notification of SLOCEA Representation

31.4.1 Any new employee who is in 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.

31.5 Names of Unit Members

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

31.6 Agenda

31.6.1 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.

31.7 Notification to SLOCEA

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

31.8 Orientation

31.8.1 The County shall provide SLOCEA with at least ten (10) days' notice of new employee orientation. Employees in SLOCEA represented classifications will be scheduled to meet with SLOCEA representatives for thirty (30) minutes during the new employee orientation and SLOCEA will be allowed to distribute materials concerning SLOCEA to these employees. Any materials sent to new hires prior to the new employee orientation shall include a SLOCEA membership application and directions for submission, both of which will be supplied to the County by SLOCEA.

Within thirty (30) days of hiring an employee the County shall provide SLOCEA with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer, and the home address of the new hire. The County shall also provide SLOCEA with this same information for all employees in SLOCEA represented classifications every thirty (30) days.

32. COUNTY USE OF PERSONAL CELLPHONES

32.1 Unit employees may decline to use their personal cellphones or other personal electronic devices to conduct County business. This does not prevent the County from calling employees' personal cell phone to call an employee to report for duty, to locate an employee during working hours, or in other exigent circumstances.

32.2 Compensation for Unit employees, who elect to use their personal cell phones or other personal electronic devices during the course and scope of their County duties, shall be governed by the County's "Use Policy for Cellular Telephone and Tablet Devices (Mobile Devices)." Any proposed change in such Countywide policy affecting negotiable matters is subject to meeting and conferring as provided by law.

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 in the following classification series: Facility Maintenance Mechanics/Maintenance Painters who qualify for the differential by obtaining and maintaining certification 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 Operation and Maintenance Certification required by facility staff who perform maintenance or repair activities of small scale or short duration which may disturb ACM in our facilities.

35.1.1.3 Delta HVAC Controls Technician/Installer – Certification by manufacturer: Allows Mechanic to work on Delta HVAC Controls System without voiding any warranty.

35.1.2 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. EMPLOYEES WORKING AT COUNTY JAIL, JUVENILE SERVICES CENTER, OR PSYCHIATRIC HEALTH FACILITY

36.1 Differentials

36.1.1 Unit members assigned to the County Jail, Juvenile Service Center, or County Psychiatric Health Facility shall receive a \$2.00 per hour differential for all hours actually worked in those facilities.

37. STEP PLACEMENT AND LEAVE ADJUSTMENT FOR EMPLOYEES WITH PRIOR SIMILAR EXPERIENCE

Effective upon Board of Supervisors' approval of this agreement or July 1, 2022, whichever occurs later, the provisions of this Article shall apply to those employees newly hired into a classification represented by the Trades, Crafts, and Services Unit who have at least one year of prior similar

experience in another public or private agency and who have less than a one year gap in prior similar experience.

37.1 Advanced Sick Leave

37.1.1 The Department Head and Human Resources Director may authorize an advance of up to sixty (60) hours of Sick Leave for immediate use upon hire. Such hours will be used in accordance with Article 18.9 (Sick Leave) and no additional hours shall accrue until the advanced hours are “earned out” in accordance with the accrual schedule.

37.2 Salary Step Appointment

37.2.1 As an exception to County Code section 2.48.030, the Department Head and Human Resources Director may authorize an initial salary placement of up to top step in the salary range.

37.3 Accelerated Vacation Accrual Rate

37.3.1 The Department Head and Human Resources Director may set upon initial employment an accelerated vacation accrual rate based on prior years of similar experience and in accordance with Section 18.10 (Vacation).

37.4 Current Employees with Prior Similar Experience

37.4.1 No later than three months after Board of Supervisors’ approval of this agreement, each department shall identify presently employed staff who had at least one year of prior similar experience at the time of hire, and upon approval of the Department Head and Human Resources Director the vacation accrual rate of these employees shall be adjusted to recognize their prior experience.

38. WEINGARTEN AGREEMENT

When the County seeks to conduct an investigative interview which the employee reasonably believes may result in discipline, such employee may request to have SLOCEA representative present at that interview. Upon SLOCEA’s request, the County shall provide notice of the nature of the allegations a reasonable time in advance of any investigative interview, and shall allow time for the SLOCEA representative to discuss the allegations with the employee before the interview begins. What constitutes reasonable timing and sufficient detail in the notice is fact specific, and may vary from case to case. However, the notice and information provided shall in all cases be sufficient to enable SLOCEA to represent the employee in a meaningful manner during the interview.

39. RECLASSIFICATIONS

39.1 Employee Initiated Position Study Request

39.1.1 When an employee has been permanently assigned duties outside the scope of their current classification, they may submit a position study request to Human Resources to determine if they are working out of class. HR will provide their findings to the employee

within 120 days from when the employee submits the request form. As per rule 4.04(c)(2), findings reports are subject to appeal of the Civil Service Commission.

39.2 Upward Reclassification

39.2.1 When, as a result of a reclassification study, the salary of the new class of SLOCEA represented employee is higher at the maximum, the incumbent shall be placed on the step in the new class which has a salary closest to but not less than that received in the old class. Reclassification shall not change an employee's anniversary date. The employee shall be eligible for a step increase after the next anniversary date; provided, however, that the increase shall not exceed the top of the range of the new class. The employee shall not serve a probationary period.

40. MEAL PERIODS AND REST BREAKS

40.1 Meal Period

40.1.1 Employees working five hours or more in a given day are entitled to an unpaid, off-duty meal period of 30 minutes. The meal period should ordinarily start no later than the end of the employee's fifth hour of work. Employees shall not be required to remain on work premises during meal periods unless, as determined by their supervisor, their work assignment and/or work location necessitates remaining on-site; provided, that employees leaving the premises must have returned to work by the end of their meal period.

40.1.2 Employees must receive approval from their supervisor, in advance, to work through part or all of their meal period. If there is an urgent need for an employee to work during their meal period and the employee has made a reasonable effort to reach their supervisor or designee to request approval, but the supervisor or designee is not immediately accessible, the employee may work through the meal period and shall notify their supervisor as soon as possible. Employees who work during part or all of their meal period shall be paid at their regular rate of pay, including overtime, for time worked.

40.2 Rest Breaks

40.2.1 Except as otherwise provided by law, all employees of the county shall be entitled to one fifteen-minute paid rest break for each four hours worked.

40.2.2 Rest breaks must, to the extent possible, be in the middle of each four-hour work period.

40.2.3 Employees shall not be required to remain on work premises during the rest breaks unless, as determined by their supervisor, their work assignment and/or work location necessitates remaining on-site; provided, that employees leaving the premises must have returned to work by the end time of their rest break.

41. COMMERCIAL DRIVER'S LICENSE

41.1 The County shall bear the cost of any commercial driver's license required of a unit member as a condition of employment incurred during the unit member's employment with

the County. The specified costs shall include the initial examination, regular renewals, and required certifications and/or endorsements.

41.2 Employees shall be allowed to attend training during work hours. In the event training is not available during work hours, employees may be eligible to flex their schedules accordingly, with prior approval from their supervisor. If flexing is unworkable, the department head may authorize the training to occur outside of duty hours on paid work time, including overtime if applicable.

42. SUMMER CARE SCHOLARSHIP

42.1 Program Details

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

42.1.1.1 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 \$50,000 for each calendar year. Each employee will be eligible for a maximum subsidy from said fund, subject to availability of monies remaining in said fund. A check for said amount shall be issued to the Association by May 15th of each year.

42.1.1.2 All employees in the Supervisory, Clerical, Public Services, and Trades, Crafts, and Services Units with dependent care expenses are eligible to participate. 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 Human Resources 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.

42.1.1.3 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.

42.1.1.4 By September 30 of each year, SLOCEA will provide County Human Resources 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.

42.1.1.5 Parties agree that any disagreement in 42.1.1.2 and 42.1.1.3 shall be submitted to the County Administrative Officer or his/her designee for his/her final and binding determination.

42.1.1.6 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 42.1.1.2. 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 Human Resources 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.

43. JOINT LABOR MANAGEMENT COMMITTEE

The County and SLOCEA agree to convene a joint labor management committee (JLMC).

The purpose of the JLMC is to address workplace issues outside of the bargaining and grievance processes. The JLMC will meet regularly and as needed to provide management and union representatives with a venue for addressing operational issues which are not addressed in this Agreement and are impactful to SLOCEA members.

Upon first convening, the JLMC will determine the details of its operations, including meeting frequency, committee composition, release time, how to set an agenda, record keeping, and reporting.

The JLMC is not a substitute for negotiations. When either party identifies an issue that may be more appropriate for bargaining in a separate venue, the parties will agree on the appropriate venue and move the item to that venue. Any question about the negotiability of that item will be raised and resolved in the identified forum.

44. 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.

45. 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. Otherwise, nothing in the agreement shall be construed as a waiver by either party of any rights conferred under the MMBA, PERB regulations, or court precedent.

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.

46. 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.

47. IMPLEMENTATION AND EFFECT

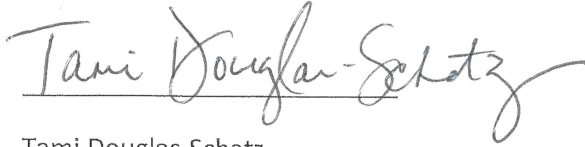
This Memorandum of Understanding constitutes a mutual recommendation to be submitted to the County Board of Supervisors on or before October 4, 2022. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until said Board of Supervisors acts formally to approve said Memorandum of Understanding.

48. 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,

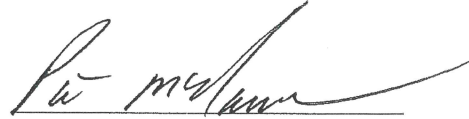
For the County:



Tami Douglas-Schatz,
Management Representative

Dated: 9/24/22

For SLOCEA:



Pat McNamara,
SLOCEA General Manager

Dated: 9/23/2022

APPROVED TO FORM AND LEGAL EFFECT:

Rita L. Neal

County Counsel


By: Jenna Morton
Chief Deputy County Counsel

Date: 9/26/22

APPENDIX A

Job ID	Object name	BU	Current Range	6/26/2022 Across the Board Increase		6/26/2022 Equity Increase		6/25/2023 Across the Board Increase		6/23/2024 Across the Board Increase	
				Increase	Range	Increase	Range	Increase	Range	Increase	Range
300251	AIRPORT TERMINAL SERVICES WORKER	BU02	1995	3.00%	2055	9.54%	2251	3.00%	2319	2.50%	2377
1406	AIRPORTS MAINTENANCE WORKER	BU02	2315	3.00%	2384	11.06%	2648	3.00%	2727	2.50%	2795
1420	ANIMAL CARE TECHNICIAN	BU02	1926	3.00%	1984	1.01%	2004	3.00%	2064	2.50%	2116
9653	AUTO MECHANIC I	BU02	2567	3.00%	2644		2644	3.00%	2723	2.50%	2791
9654	AUTO MECHANIC II	BU02	2700	3.00%	2781		2781	3.00%	2864	2.50%	2936
1335	CUSTODIAN	BU02	1881	3.00%	1937		1937	3.00%	1995	2.50%	2045
1121	EQUIPMENT MECHANIC I	BU02	2633	3.00%	2712		2712	3.00%	2793	2.50%	2863
1120	EQUIPMENT MECHANIC II	BU02	2870	3.00%	2956		2956	3.00%	3045	2.50%	3121
1314	FACILITY MAINT MECHANIC I	BU02	2134	3.00%	2198		2198	3.00%	2264	2.50%	2321
1316	FACILITY MAINT MECHANIC II	BU02	2315	3.00%	2384		2384	3.00%	2456	2.50%	2517
1315	FACILITY MAINT MECHANIC III	BU02	2778	3.00%	2861		2861	3.00%	2947	2.50%	3021
2303	FLEET SERVICE WRITER	BU02	2083	3.00%	2145		2145	3.00%	2209	2.50%	2264
1242	GREENSKEEPER AIDE	BU02	1924	3.00%	1982	2.85%	2038	3.00%	2099	2.50%	2151
1243	GREENSKEEPER I	BU02	2283	3.00%	2351	1.94%	2397	3.00%	2469	2.50%	2531
1244	GREENSKEEPER II	BU02	2612	3.00%	2690		2690	3.00%	2771	2.50%	2840
1245	GREENSKEEPER III	BU02	2873	3.00%	2959		2959	3.00%	3048	2.50%	3124
1106	GROUNDS RESTORATION SPECIALIST	BU02	2873	3.00%	2959		2959	3.00%	3048	2.50%	3124
2302	LEAD FLEET MECHANIC	BU02	3014	3.00%	3104	1.88%	3163	3.00%	3258	2.50%	3339

Job ID	Object name	BU	Current Range	6/26/2022 Across the Board Increase		6/26/2022 Equity Increase		6/25/2023 Across the Board Increase		6/23/2024 Across the Board Increase	
				Increase	Range	Increase	Range	Increase	Range	Increase	Range
300476	LIBRARY MAINTENANCE WORKER	BU02	2034	3.00%	2095		2095	3.00%	2158	2.50%	2212
1312	LOCKSMITH I	BU02	2315	3.00%	2384		2384	3.00%	2456	2.50%	2517
1311	LOCKSMITH II	BU02	2778	3.00%	2861		2861	3.00%	2947	2.50%	3021
1307	MAINTENANCE PAINTER I	BU02	2506	3.00%	2581		2581	3.00%	2658	2.50%	2724
1308	MAINTENANCE PAINTER II	BU02	2778	3.00%	2861		2861	3.00%	2947	2.50%	3021
1223	PARK RANGER AIDE	BU02	1921	3.00%	1979	2.98%	2038	3.00%	2099	2.50%	2151
1222	PARK RANGER I	BU02	2283	3.00%	2351	1.94%	2397	3.00%	2469	2.50%	2531
1221	PARK RANGER II	BU02	2612	3.00%	2690		2690	3.00%	2771	2.50%	2840
1220	PARK RANGER III	BU02	2873	3.00%	2959		2959	3.00%	3048	2.50%	3124
1210	PARK RANGER SPECIALIST	BU02	3161	3.00%	3256		3256	3.00%	3354	2.50%	3438
1115	PUBLIC WORKS LEADWORKER	BU02	2855	3.00%	2941	0.81%	2965	3.00%	3054	2.50%	3130
1105	PUBLIC WORKS WORKER I	BU02	2027	3.00%	2088	0.61%	2101	3.00%	2164	2.50%	2218
1117	PUBLIC WORKS WORKER II	BU02	2252	3.00%	2320	0.60%	2334	3.00%	2404	2.50%	2464
1119	PUBLIC WORKS WORKER III	BU02	2364	3.00%	2435	0.63%	2450	3.00%	2524	2.50%	2587
1103	PUBLIC WORKS WORKER IV	BU02	2609	3.00%	2687	0.29%	2695	3.00%	2776	2.50%	2845
1321	SR STOREKEEPER	BU02	2248	3.00%	2315		2315	3.00%	2384	2.50%	2444
1336	STOREKEEPER I	BU02	1847	3.00%	1902		1902	3.00%	1959	2.50%	2008
1331	STOREKEEPER II	BU02	2042	3.00%	2103		2103	3.00%	2166	2.50%	2220
9688	WASTEWATER SYS WORKER I	BU02	2635	3.00%	2714		2714	3.00%	2795	2.50%	2865
9689	WASTEWATER SYS WORKER II	BU02	3159	3.00%	3254		3254	3.00%	3352	2.50%	3436
9690	WASTEWATER SYS WORKER III	BU02	3510	3.00%	3615		3615	3.00%	3723	2.50%	3816
9686	WASTEWATER SYS WORKER TRAINEE	BU02	2105	3.00%	2168		2168	3.00%	2233	2.50%	2289

Job ID	Object name	BU	Current Range	6/26/2022 Across the Board Increase		6/26/2022 Equity Increase		6/25/2023 Across the Board Increase		6/23/2024 Across the Board Increase	
				Increase	Range	Increase	Range	Increase	Range	Increase	Range
9628	WATER SYSTEMS WORKER I	BU02	2635	3.00%	2714		2714	3.00%	2795	2.50%	2865
9627	WATER SYSTEMS WORKER II	BU02	3159	3.00%	3254		3254	3.00%	3352	2.50%	3436
9626	WATER SYSTEMS WORKER III	BU02	3510	3.00%	3615		3615	3.00%	3723	2.50%	3816
9629	WATER SYSTEMS WORKER TRAINEE	BU02	2105	3.00%	2168		2168	3.00%	2233	2.50%	2289

**SIDE LETTER TO THE 2022-2025 MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SAN LUIS OBISPO**

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

On August 15, 2017, the Board of Supervisors approved a resolution terminating the contract for the County of San Luis Obispo's participation in the Public Employees Medical and Hospital Care Act (PEMHCA) between the California Public Employees' Retirement System (CalPERS) and the County of San Luis Obispo, and ending the County's participation in CalPERS health benefit coverage effective December 31, 2017. On that same date, the Board of Supervisors also approved a Memorandum of Understanding with the California State Association of Counties Excess Insurance Authority Health Program for employee and retiree medical insurance effective January 1, 2018.

Commencing January 1, 2018, the County will contribute an amount equal to the minimum monthly employer contribution that otherwise would have been required under PEMHCA for each retired employee enrolled in a County medical insurance plan. For calendar year 2022, the minimum monthly employer contribution is \$149.00. The minimum monthly employer contribution for subsequent years shall be equal to the minimum monthly PEMHCA employer contribution as determined annually by CalPERS.

DATED: 9/23/2022

So Agreed: *[Signature]*
For SLOCEA

Tami Douglas-Schatz
For the County

APPROVED TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: *[Signature]*
Jenna Morton, Chief Deputy County Counsel

Dated: 9/24/22