

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COUNTY OF SAN LUIS OBISPO AND  
THE SWORN DEPUTY SHERIFFS' ASSOCIATION  
SWORN LAW ENFORCEMENT SUPERVISORY UNIT (BARGAINING UNIT 28)  
JANUARY 1, 2022 – DECEMBER 31, 2024**

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JANUARY 1, 2022 – DECEMBER 31, 2024**

**1. INTRODUCTION**

**1.1 Designation of the Parties**

**1.1.1** This Agreement is entered into as of January 1, 2022, by and between the County of San Luis Obispo (hereinafter "County"), and the Sworn Deputy Sheriffs' Association (hereinafter referred to as "the Association" or "SDSA").

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

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

**1.1.2.2** The principal authorized agent for SDSA shall be Mastagni Holstedt, APC (address: 1912 I St, Sacramento, CA 95811, phone (916) 446-4692).

**1.2 Recognition**

**1.2.1** Pursuant to section 3500 et seq. of the Government Code of the State of California, the County of San Luis Obispo has previously recognized the Sworn Deputy Sheriffs' Association as the exclusive representative of the employees in the Sworn Law Enforcement Supervisory Unit, BU 28.

**1.2.2** The term "employee" or "employees" as used herein shall refer to those persons in the Sworn Law Enforcement Supervisory Unit occupying positions which are allocated as Sheriff's Sergeant, permanent full-time, or permanent part-time working 12 months per year, normally working 40 hours or more per pay period. Not included within the term "employee" are all other persons in part-time positions, temporary or extra help or persons on contract with the County.

**2. TERM**

The County and the Association agree that the term of this Agreement commences on January 1, 2022, and expires and is otherwise fully terminated on December 31, 2024.

### **3. RENEWAL**

The County and the Association agree that meeting and conferring over the renewal or continuation of this Agreement shall be initiated at the request of either party on or before July 1 of the final year of this Agreement. The parties also agree that every effort will be made to reach an agreement prior to the expiration of this Agreement.

### **4. COUNTY RIGHTS AND RESPONSIBILITIES**

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

To manage and direct its business and personnel; to manage, control and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract work for other than economic reasons; or discontinue the 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 according to the terms of Article 5.1.1; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services, and to take whatever action necessary to prepare for or operate in an emergency.

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

### **5. WORK SCHEDULES AND WORK LOCATION**

#### **5.1 Work Schedules**

**5.1.1** Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies, employees' work schedules shall not be changed without three (3) consecutive scheduled working days prior notice for the affected employee. 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 workweek as defined by the County.

## 5.2 No Change in Definition of “Base Salary”

**5.2.1** The parties further agree that the terms and conditions of this Agreement shall not be construed in any way so as to redefine the definition of “base salary”. The definition of “base salary” for retirement or for any other compensation purposes shall continue to be based on two thousand eighty (2080) hours worked annually or one hundred seventy-three and one-third (173 1/3) hours worked monthly.

## 6. SALARIES

### 6.1 Wage Increases

**6.1.1** Commencing the pay period including January 1, 2022, wages shall be increased by 2.5%, resulting in the following salary ranges:

BU	Class	Title	Current Range	Current \$ Per Month	2022 Range	2022 \$ Per Month
BU 28	336	Sheriff’s Sergeant	4851	\$8,408 – \$10,733	4972	\$8,618-\$11,000

**6.1.2** Commencing the pay period including January 1, 2023, wages shall be increased by 2.5%, resulting in the following salary ranges:

BU	Class	Title	Current Range	Current \$ Per Month	2023 Range	2023 \$ Per Month
BU 28	336	Sheriff’s Sergeant	4972	\$8,618-\$11,000	5096	\$8,833-\$11,275

### 6.2 Additional Salary Step

**6.2.1** Notwithstanding County Code 2.48.030 and applicable to this Agreement only, an additional salary step shall be added to the salary range for all classifications in this unit. The pay rate of the additional step shall be 5% above the pay rate of the current sixth step. Employees may qualify for advancement to the additional step after completion of the equivalent of one year of full time service in the current step six 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. This additional step is only available to eligible employees effective the pay period including January 1, 2024. At that time, the current first step will be eliminated which will keep the number of salary steps at six. Employees in steps two through five shall have their step placement reduced one level, but their hourly rate of pay shall remain unchanged. Employees at step 6 who do not meet the eligibility for the new additional step shall also have their step reduced one level, but their hourly rate shall remain unchanged.

Salary step six was instituted in consideration of the elimination of the cash payment to employees who opt out of a County-sponsored medical plan referenced in section 9.2.2.

### **6.3 Provisions**

**6.3.1** There shall be no additional increases in salary for the duration of this Agreement.

**6.3.2** The salaries specified herein were negotiated and agreed to in accordance with the provisions of Government Code section 3505. SDSA, on its own behalf and on behalf of its members, agrees that it shall not (1) assert in any forum that the agreement herein violates the County Prevailing Wage ordinance (County Code section 2.48.180),<sup>1</sup> and (2) support in any way, directly or indirectly, any such challenge.

**6.3.3** The parties agree that the negotiated wage increases and benefits provided for in this Agreement are negotiated for the benefit of those persons who remain in County employment on or after the execution date of this Memorandum of Understanding and are not intended to apply to former employees who have left County employment.

### **6.4 Market Wage Study**

**6.4.1** Commencing no later than February 15, 2024, the parties shall convene a pre-negotiations process to identify “comparable” employers, survey classifications, and salary and benefit data to be collected in a market wage survey. If the parties agree on all of the components of the study, the County shall collect the data, complete the market wage study, and provide it to the Association as soon as administratively feasible with a target date of April 15, 2024. The County shall meet with representatives of the Association periodically during the conduct of the study to review data that is being collected.

If by April 1, 2024 the parties are unable to agree on all of the components of the market wage study, the County shall complete a market wage study and provide it to the Association with a target date of May 1, 2024. This study will include a chart showing the standing of the SDSA bargaining unit based on selected comparable employers, survey classifications, and total compensation elements selected by the County. Any disagreements between the parties on the data factors included in the market wage study shall be addressed in successor negotiations.

The County survey shall include at a minimum the following five employers: Santa Barbara County, Monterey County, Santa Cruz County, Sonoma County, and Napa County.

**6.4.2** The Association may also conduct a market wage study and provide it to the County with a target date of May 1, 2024 for use in successor contract negotiations.

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<sup>1</sup> The Prevailing Wage Ordinance provides in pertinent part: “prevailing salaries or wages shall be determined by negotiations between the County’s employer representatives and the recognized employee organization(s).”

For purpose of opening proposals covering the time period commencing January 1, 2025, the content of the wage studies described above shall not limit the ability of either party to make such wage proposals or to present such additional data as they see fit during the course of successor contract negotiations.

## **7. RETIREMENT CONTRIBUTIONS**

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

**7.1.1** The County agrees to continue Employer Paid Member Contributions (EPMC) for a portion of the Tier 1 and Tier 2 safety employee's contribution to the Pension Trust by a plan whereby the County will pay seven percent (7%) of pensionable wages. "Pick-up" refers to the County's contribution toward the safety employee's contribution.

**7.1.1.1** For "new members" hired on or after January 1, 2013 (Tier 3), as defined by the Public Employees' Pension Reform Act (PEPRA), effective the pay period that includes January 1, 2015, the County shall discontinue the seven percent (7%) EPMC of the safety employees' contribution to the County's Employees Retirement Plan. "New members" effective the pay period that includes January 1, 2015 shall be responsible for the full employee share of pension contributions.

**7.1.2** The amounts paid by the County referenced in 7.1.1 are for a portion of the unit member's contributions and are paid by the County to partially satisfy the employee's obligation to contribute to the Pension Trust.

**7.1.3** Any pension rate increase determined annually by the Pension Trust Board shall be shared between the parties 50/50 for Tier 1, Tier 2, and Tier 3, as adopted by the Board of Supervisors after receipt of actuarial data. Hereafter, the phrase, "any pension rate increase" refers to any pension rate increase determined by the Pension Trust Board and adopted by the Board of Supervisors. Any resulting pension rate increase shall be effective the pay period including January 1 or July 1 during the year of the increase as determined by the County.

**7.1.3.1** For the term of this Agreement only the following provisions shall apply regarding employee contributions:

1. Employees' pension contribution rate will not increase for the years 2022 and 2023.
2. For Year 2024 the parties shall share any pension contribution rate increase 50/50, except that the employees' 50% share of the increases shall not exceed 1%.
3. To ensure compliance with PEPRA, the parties agree that the County will monitor the pension contribution rate for Tier 3 (PEPRA) members to ensure that the provisions of this section do not result in the Tier 3 member

contribution rate falling below 50% of normal costs based on actuarial data. If the provisions of this section would cause the Tier 3 member contribution rate to fall below 50% of normal costs, the contribution rate shall be adjusted so that Tier 3 members will pay at a minimum 50% of the normal cost rate.

**7.1.4** Unit members shall not have the option to receive the contributed amounts directly instead of having these paid by the County to the Pension Trust on behalf of the unit members.

**7.1.5** The parties agree that the County's EPMC of employees' Pension Trust contributions is based on County of San Luis Obispo Employees' Retirement Plan sections 5.03, 28.11 and 30.11 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.

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

## **8. RETIREMENT**

### **8.1 Reciprocal Benefits**

**8.1.1** 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.

### **8.2 Tier 1 Retirement**

**8.2.1** A pension enhancement of 3% @ 50, Single Highest Year, with a 90% benefit cap, was established effective December 31, 2006, for all of the sworn Law Enforcement and supervisory sworn law enforcement unit employees.

**8.2.1.1** Parties have agreed to a 50/50 sharing of the costs of this enhancement through increases in employer and employee rates. The employee rate is factored to take into consideration the portability of employee contributions.

**8.2.1.2** Parties have agreed to a 50/50 sharing of the costs of Unfunded Accrued Actuarial Liability (UAAL) through increases in employer and employee rates. The

employee rate is factored to take into consideration the portability of employee contributions.

**8.2.1.3** Retirement offset for Social Security disability was eliminated for any person employed by the County on or after May 24, 2005.

**8.2.2** Deferred Retirement Option Program (DROP)

**8.2.2.1** Parties agree that SDSA Sworn Law Enforcement Supervisory Unit, BU 28 represented units are eligible to participate in the voluntary Deferred Retirement Option Program (DROP) for members of the Pension Trust. 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 SDSA. Modifications required to conform to applicable laws shall supersede any conflicting provisions in this section. Article 26 of the Retirement Plan has been modified to allow for participation by members of SDSA represented units. 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. 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 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 DROP and is not recalculated at the time the employee actually terminates permanent employment with the County.

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

**8.2.2.3** SDSA 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).

**8.2.3** Parties agree to allow for the purchase of Military Service Credit, as specified in the San Luis Obispo Pension Trust Plan, Section 2.12.5. Such purchase shall be allowed at employee expense and at zero County cost.

### **8.3 Tier 2 Retirement**

**8.3.1** Effective June 24, 2012, a second tier plan was established for all new hires and includes the following major benefit provisions:

- 8.3.1.1** Retirement formula 3% at 55
- 8.3.1.2** 90% benefit cap (90% of final compensation)
- 8.3.1.3** 2% COLA, no carryover
- 8.3.1.4** No deferred retirement option program (DROP)
- 8.3.1.5** Three-year average final compensation

### **8.4 Tier 3 Retirement**

**8.4.1** 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:

- 8.4.1.1** Retirement formula 2.7% @ 57 (safety sworn)
- 8.4.1.2** Benefit cap based on Social Security taxable wage base and adjusted each year based on CPI
- 8.4.1.3** Elimination of EPMC, as referred to in 7.1.1
- 8.4.1.4** 2% COLA, no carryover
- 8.4.1.5** No deferred retirement option program (DROP)
- 8.4.1.6** Three-year average final compensation

**8.4.2** "New members," as defined by the Public Employees' Pension Reform Act (PEPRA), shall be eligible for retirement formula as outlined in PEPRA and as defined in Article 31 of the San Luis Obispo County Employees' Retirement Plan, known as Tier 3 for all County Employees.

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

### **9.1 General Provisions**

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

**9.1.2** 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.

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

**9.1.3.1** For employees with employee only medical coverage, the County shall contribute \$975 per month.

**9.1.3.2** For employees with employee plus one dependent medical coverage, the County shall contribute \$1,025 per month.

**9.1.3.3** For employees with employee plus two or more dependent medical coverage, the County shall contribute \$1,250 per month.

**9.1.4** Effective the start of the pay period following Board of Supervisors' approval of this agreement, the County Cafeteria Plan contribution shall be as follows:

**9.1.4.1** For employees with employee only medical coverage, the County shall contribute \$975 per month.

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

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

**9.1.5** Effective the first paycheck of January 2023 the County Cafeteria Plan contribution shall be as follows:

**9.1.5.1** For employees with employee only medical coverage, the County shall contribute \$975 per month.

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

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

**9.1.6** Effective the first paycheck of January 2024 the County Cafeteria Plan contribution shall be as follows:

**9.1.6.1** For employees with employee only medical coverage, the County shall contribute \$975 per month.

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

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

**9.1.7** For those active employees who opt out of County sponsored medical insurance, the County shall contribute only those amounts specified in section 9.2.

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

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

**9.2.1** 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 alternative group medical insurance coverage and maintain such coverage during the opt out period. All employees are required to participate in employee-only vision and dental.

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

**9.2.2.1** The County will pay \$778 per month to each employee who elects to "opt out" of a County-sponsored medical plan.

**9.2.2.2** The employee will receive the amount specified in 9.2.2.1 for as long as the employee elects without interruption to opt out after January 1, 2016.

**9.2.2.3** If an employee who has opted out later elects to enroll in a County-sponsored medical plan, the provisions in section 9.1 shall apply.

**9.2.2.4** Effective the pay period beginning December 27, 2020, the opt out payment and provisions specified in section 9.2.2 shall be eliminated for employees represented by SDSA, and the provisions specified in section 9.2.3 below shall apply.

**9.2.3** 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:

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

**9.2.3.2** Employees shall not receive the cash out payment specified in section 9.2.2.

**9.2.3.3** If employee who has opted out later elects to enroll in a County-sponsored medical plan, the provisions in section 9.1 shall apply.

**9.2.3.4** Effective the pay period beginning December 27, 2020, the provisions specified in 9.2.3 shall apply to all employees represented by SDSA, and employees will no longer be eligible for the opt out payment and provisions specified in 9.2.2.

### **9.3 Other Cafeteria Plan Provisions**

**9.3.1** 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 9.2), 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 9.2); 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 9.1.

**9.3.2** 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.

### **9.4 Health Savings Account (HSA)**

**9.4.1** Effective the pay period beginning December 27, 2020, 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 a High Deductible health Plan (HDHP) and HSA.

### **9.5 Health Plan Committee**

**9.5.1** One of SDSA unit members will participate in a Management-chaired Health Care Plan Committee, and shall have complete authority to act on behalf of SDSA 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.
5. Be enrolled in a County Medical Insurance Plan

## **9.6 Pro-ration of Benefits**

**9.6.1** Part-time employees hired after February 7, 2006, will receive pro-rated cafeteria plan contributions based on hours worked, paid leave and/or time off granted under the Voluntary Time Off Program (VTO). Pro-ration will be applied to the Cafeteria Plan contribution indicated in Section 9.1, 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.

**9.6.2** Employees employed with the County on or before February 7, 2006, including all part-time and full-time employees, shall be grandfathered to receive, for the entirety of their County employment, the full Cafeteria Plan contribution as specified in Section 9.1.

**9.6.3** Any current employee employed with the County on or before February 7, 2006, that separates from County employment due to layoffs, who is subsequently reinstated or reemployed pursuant to Civil Service Rules, will resume receiving the full Cafeteria Plan contribution as specified in Section 9.1 of this agreement.

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

**9.7.1** SDSA shall participate in the County's current Voluntary Employee Beneficiary Association (VEBA). SDSA, as representative of the Sworn Deputy Sheriffs' Association, BU28, agrees to enter into the program under guidelines developed by the County. It is agreed that any agreed-upon Post Employment Health Plan (PEHP) will be funded by the employee's accrued sick leave balance in accordance with County Code Section 2.44.060(i)(2). Currently the County has a VEBA plan in force that allows for a Universal VEBA and the County has the right to continue, modify or replace this plan. Final approval will be made by the County.

**9.7.2** Increases or decreases in VEBA PEHP contributions may be negotiated by individual bargaining units. Parties acknowledge that increases or decreases in contributions the County makes on behalf of other bargaining units are exclusively for those units and will not apply to SDSA. For employees who separate from County employment the VEBA contribution for SDSA shall be up to \$50,000.

## **10. RESIDENT DEPUTY**

### **10.1 Provisions**

**10.1.1** A Resident Deputy is an arrangement for an employee in the classification of Deputy Sheriff or Sheriff's Senior Deputy who, instead of reporting into a specific patrol station on a regular basis, is assigned to patrol a remote, rural part of the County as defined by the Sheriff. The goal of the Resident Deputy arrangement is to improve emergency response time, accomplish community oriented policing, and aid in coverage for vast patrol areas.

**10.1.2** When the Sheriff has need for a Resident Deputy and no Deputy Sheriff already lives in the defined remote, rural location, the Sheriff will coordinate housing and request a Deputy to volunteer to live in a County-owned or County-rented residence pursuant to the following terms:

**10.1.2.1** The Deputy that lives in a County-owned or County-rented residence shall not pay rent.

**10.1.2.2** In the case of County-owned residences, in addition to the monthly rent costs assigned to the residence shall be added the annual Possessory Interest Tax for the property, divided by twelve.

**10.1.2.3** The Deputy will be responsible for all utility payments.

**10.1.2.4** The employee shall agree to and sign the County "Employee Rental Agreement".

**10.1.3** The County and Sheriff reserve the right to periodically re-evaluate the defined remote, rural location(s) as to the appropriateness of the Resident Deputy arrangement as specified in Section 10.1.1 above. Prior to changing the arrangement, the County shall give the employee no less than a 60-day notice.

## **11. DIFFERENTIAL FOR BILINGUAL EMPLOYEES**

### **11.1 Bilingual Rates and Eligibility**

**11.1.1** The County agrees to provide that the stipend shall be either \$100/mo for less than full-time use, or \$150/mo for intense use that is required for successful performance of their duties.

**11.1.2** The \$100 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.

**11.1.3** The \$150 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.

**11.1.4** 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.

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

**11.1.6** Parties agree that County may pay a \$3,000 bilingual hiring bonus for new hires with demonstrated verbal and written proficiency; \$1,500 paid upon hiring and \$1,500 paid upon passing probation.

## **12. DISABILITY BENEFITS**

The County shall follow applicable disability laws including, but not limited to, Labor Code 4850.

## **13. OVERTIME**

Except as otherwise provided in this Agreement or required by law, the parties agree that County Code Section 2.44.030, Regular Overtime, shall govern all matters related to overtime.

Employees may accumulate up to a maximum of two hundred and twenty five (225) hours of compensatory time off for one hundred and fifty (150) hours worked.

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

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

Parties agree to continue the application of County Code Section 2.44.030, Regular Overtime, specifically the 40 hour threshold for the payment of overtime. Parties agree, that in order to specify the cost application of overtime, employees will be allowed to code overtime on a daily basis. County retains the right to modify time cards if employee does not meet the 40 hour threshold with paid work or paid leave time. This interpretation is by mutual agreement and is terminated at the end of this contract unless continued by agreement of both parties.

## **14. SPECIAL PAY PRACTICES**

### **14.1 Court On-Call**

**14.1.1** "Court On-Call" means that period of time during which an employee who enjoys safety employee retirement benefits is required and authorized by a Management employee to be available by telephone or other means approved by Management during off-duty hours for call back to duty for a court appearance. Effective the pay period following Board of Supervisors' approval of this Agreement, such employees placed on Court On-Call status shall be paid two (2) hours of pay or compensatory time off, at the overtime rate (time and one-half), for any period of Court On- Call required from 8 A.M. until 12:30 P.M. and two (2) hours of pay or compensatory time off, at the overtime rate (time and one-half), shall be paid for any period of Court On-Call required from 12:30 P.M. until 5:30 P.M., notwithstanding the actual time the employee is on-call during each period.

## **14.2 Court Call-Back**

**14.2.1** Effective the pay period following Board of Supervisors' approval of this Agreement, employees, as defined in (14.1) above, required to report to court outside of their regular work schedule who do report to court shall be paid a minimum of four (4) hours pay or compensatory time off, at the overtime rate (time and one-half), at the employee's option, or shall be paid for all time worked at the appropriate rate, whichever is higher, for any period of time actually spent in court from portal to portal.

## **14.3 Standby**

**14.3.1** The parties agree to continue the Standby Duty provisions contained in County Code Section 2.48.170(a)(3), Pay Differentials, Standby Duty.

**14.3.2** "Standby duty" is defined as that circumstance which requires an employee so assigned to:

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

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

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

**14.3.3** Standby duty shall be assigned in writing and shall be compensated at the rate of \$3.00 per hour. This increase shall be effective the pay period following Board of Supervisors' approval of this agreement.

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

## **14.4 Special Enforcement Detail (S.E.D.) Team and Tactical Negotiations Team (T.N.T.)**

**14.4.1** The parties agree that the S.E.D. Team and T.N.T. can be made up of a combination of members from BU27 and BU28 who are eligible to receive a monthly stipend to compensate for the unusual time and other demands placed upon them. That stipend shall be \$150/month for officers assigned on a month-to-month basis. \_The County shall periodically review the positions covered by this provision to determine the number, location, and level of skill required and may modify, increase or eliminate positions to meet the changing needs of the department. Removal from such positions for performance reasons only shall be subject to appeal pursuant to Civil Service Rule 4.04.

## **14.5 Bomb Handling**

**14.5.1** Parties agree that officers designated by the Sheriff to perform bomb handling duties shall receive a monthly stipend to compensate for the unusual time and other

demands placed upon him/her. That stipend shall be \$150/month for officers assigned on a month-to-month basis. The County shall periodically review the positions covered by this provision to determine the number, location, and level of skill required and may modify, increase or eliminate positions to meet the changing needs of the department. Removal from such positions for performance reasons only shall be subject to appeal pursuant to Civil Service Rule 4.04.

#### **14.6 Call Back/Call In**

**14.6.1** The County shall provide for the following:

**14.6.1.1** Those employees who are called back by management after a work shift ends, and actually report for duty, shall be paid or earn compensating time off at the rate of time and one-half with a minimum of two hours paid time for each occurrence. 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.

**14.6.1.2** If an employee, who was called back to work and has completed his/her assignment and left work, is again called back to work, he/she will not receive another minimum if the time of return is within the previous two hour minimum.

#### **14.7 Dive Team**

**14.7.1** The parties agree that members of the Dive Team shall receive a monthly stipend to compensate for the unusual time and other demands placed upon them. That stipend shall be \$150/month for officers assigned on a month-to-month basis. The County shall periodically review the positions covered by this provision to determine the number, location, and level of skill required and may modify, increase or eliminate positions to meet the changing needs of the department. Removal from such positions for performance reasons only shall be subject to appeal pursuant to Civil Service Rule 4.04.

#### **14.8 Canine Pay**

##### **14.8.1 Canine Care Pay**

**14.8.1.1** Effective the pay period following Board of Supervisors' approval of this agreement or including January 1, 2019, whichever occurs later, an employee who is assigned a County canine by the Sheriff as part of a drug detection search program or a service dog program and who boards the canine at his/her home shall be paid seven (7) hours per week at the rate of \$22.50/hour (\$15.00/hour at time and a half) for all time the employee spends outside of regular work hours on the care of the assigned canine.

**14.8.1.1.1** Compensable canine care activities include feeding, grooming, exercising, cleaning up, obtaining regular veterinarian services, and generally

does not include other time spent with the canine (e.g., commute time, etc.). Employees subject to this provision shall not receive on-call pay or call back pay for any time spent in the regular care of the assigned canine. The residence of the employee assigned a County canine shall not constitute the employee's work place. The compensation described in article 14.8.1.1 above is intended to include travel (commute) time from the employee's home to the assigned work site or from the assigned work site to the employee's home with the .

**14.8.1.1.2** The parties estimate that the employees spend seven (7) hours per week outside of regular work hours on regular compensable canine care activities. The parties further agree that any time spent in excess of such time is generally not reasonably necessary and must be authorized by a supervisor. The care and maintenance pay are full compensation for any and all regular canine care activities outside of regular work hours that may have occurred, may occur in the future, and may be compensable under the Fair Labor Standards Act.

#### **14.8.2 Canine Specialty Assignment Pay**

**14.8.2.1** An employee assigned a County canine by the Sheriff shall receive a monthly stipend of \$200, in addition to the Canine Care Pay in 14.8.1 above.

**14.8.2.2** Effective the pay period following Board of Supervisors' approval of this agreement or including January 1, 2022, whichever occurs later, Sheriff's Sergeants assigned to supervise the Canine Unit shall receive a monthly stipend of \$200.

#### **14.9 Search and Rescue (SAR) Team**

**14.9.1** The parties agree that the Search and Rescue Team can be made up of a combination of members from BU27 and BU28 who are eligible to receive a monthly stipend to compensate for the unusual time and other demands placed upon them. Effective the pay period including January 1, 2022, or following Board of Supervisors' approval of this Agreement, whichever is later, that stipend shall be \$150/month for sworn employees assigned on a month-to-month basis. The County shall periodically review the positions covered by this provision to determine the number, location, and level of skill required and may modify, increase or eliminate positions to meet the changing needs of the department. Removal from such positions for performance reasons only shall be subject to appeal pursuant to Civil Service Rule 4.04.

### **15. UNIFORM PROVISIONS**

The parties agree to a uniform allowance for uniform maintenance of seventy-five dollars (\$75.00) per month only for the following classes of employees when they are requested to maintain a Department designated uniform:

1. Sheriff's Sergeant

Upon initial employment with the County, for all employees hired after January 1, 1988, County agrees to make a onetime payment of five hundred dollars (\$500.00) for uniform purchases. For all employees newly hired on or after December 31, 2017 this allowance shall be one thousand two hundred dollars (\$1,200.00). This allowance is for the following classes of employees:

1. Sheriff's Sergeant

## **16. HEALTH AND SAFETY**

### **16.1 Safety Committee**

**16.1.1** The parties agree to continue the special advisory safety committee for the Sheriff's Department composed of the Sheriff or his/her designated representative, General Services Director or his/her designated representative, Safety and Claims Coordinator and a representative from the SDSA. It will be the responsibility of this special committee to receive employee input regarding safety matters, particularly vehicle safety, and make appropriate recommendations.

### **16.2 Body Armor**

**16.2.1** The County agrees to provide body armor for Sheriff's Deputies, Sheriff's Senior Deputies, and Sheriff's Sergeants, provided it is worn in accordance with Department policy.

## **17. TRANSFERS AND INTERNAL AFFAIRS**

The Sheriff's Department shall publish policies on the selection process for in-house transfers, and internal affairs investigations.

## **18. CAREER SERIES**

The classification of Sheriff's Senior Deputy salary range is approximately ten percent (10%) higher than that for the classification of Deputy Sheriff. For historical purposes, it is noted that it was the intent of the parties to incorporate the duties of detectives, identification technician, and Field Training Officer into the classification of Sheriff's Senior Deputy. The parties agreed to terminate the special pay practices and differentials associated with these assignments upon implementation of the Sheriff's Senior Deputy classification.

## **19. ANNUAL LEAVE**

County Code Section 2.44.070, Holidays and Time Off, as amended by the Enterprise Financial System negotiations, shall continue to provide:

The total number of annual leave days which may be accrued at any time during a calendar year shall not be limited; provided, however, the total number of annual leave days which the employee shall be entitled to carry over from one calendar year to the next, if he/she so desires,

shall be limited to twelve (12) days (96 hours) of annual leave in addition to maximum allowable vacation days in any year.

**20. LEAVE OF ABSENCE: PARENTAL BONDING**

Parental Bonding leave of absence is provided pursuant to County Code 2.44.040.

**21. HOLIDAY LEAVE FOR PERMANENT PART-TIME EMPLOYEES**

County Code Section 2.44.070, Holidays and Time Off, shall govern all matters relating to holiday leave for permanent part-time employees.

**22. VACATION LEAVE**

**22.1 County Code Reference and Exceptions**

**22.1.1** Except as is otherwise provided in this Agreement or required by law, the parties agree that County Code 2.44.050 shall govern all matters relating to vacations. SDSA acknowledges that the County retains the right to change, amend, or repeal this section of the County Code subject to any legally required meet and confer provisions.

The accrual vacation cap is 320 hours.

**22.1.2** As an exception to the County Code referenced above, the following provisions shall apply:

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

**23. SICK LEAVE FOR PERMANENT AND PERMANENT PART-TIME EMPLOYEES**

Except as otherwise provided in this Agreement or required by law, the parties agree that County Code Section 2.44.060, Sick Leave, shall govern all matters related to sick leave. Nothing herein is intended to change the current sick leave practice for unit members.

**24. APPOINTMENT OF LATERAL TRANSFER EMPLOYEES**

Effective upon Board of Supervisors’ approval of this Agreement or January 1, 2019, whichever occurs later, the provisions of this Article shall apply to those employees deemed by the Sheriff and Human Resources Director as Lateral Transfer Employees upon initial appointment. A lateral transfer employee is generally described as one who possesses a P.O.S.T. Basic Certificate

awarded by the California Commission of Peace Officer Standards and Training (POST) and is currently employed by a California County Sheriff's Office as a Deputy Sheriff or City Police Department as a Police Officer with at least one year of continuous service as a peace officer performing general law enforcement duties.

**24.1 Advanced Sick Leave**

**24.1.1** The Sheriff and Human Resources Director may authorize an advance of up to sixty (60) hours of Sick Leave to a Lateral Transfer Employee for immediate use upon appointment. Such hours will be used in accordance with Article 23 (Sick Leave) and no additional hours shall accrue until the advanced hours are "earned out" in accordance with the accrual schedule.

**24.2 Salary Step Appointment**

**24.2.1** As an exception to County Code section 2.48.030, the Sheriff and Human Resources Director may authorize an initial salary placement up to the top step in the range for a Lateral Transfer Employee who possessed five (5) years or more of service.

**24.3 Eligibility of Career Incentive Allowance**

**24.3.1** A Lateral Transfer Employee who possesses the eligibility requirements and are otherwise certified to receive any or all of the allowances under Article 26 (Career Incentive Allowance) shall be immediately eligible to receive those allowances upon initial appointment.

**24.3.2** Any Lateral Transfer Employee currently employed at the time of Board of Supervisors' approval of this Agreement shall be eligible to immediately receive this allowance.

**24.4 Accelerated Vacation Accrual Rate**

**24.4.1** The Sheriff and Human Resources Director may recognize the years of service performed by a Lateral Transfer Employee with their previous employer for the purposes of establishing an accelerated rate upon initial appointment.

**24.5 Currently Employed Lateral Transfer Employees**

**24.5.1** No later than two months after Board of Supervisors' approval of this Agreement, the Association shall submit to the County a list of lateral transfer employees hired prior to the implementation of this Article. If an employee meets the criteria outlined in Article 24 above, the Sheriff and the Human Resources Director shall consider adjustment of these employees' salary step according to 24.2 above and/or vacation accrual rates according to 24.4 above. Any such adjustment will prospective and will not be applied retroactively.

## **25. MILEAGE**

For the term of this agreement, employees shall be reimbursed at the maximum allowable exempt rate of reimbursement provided by the Internal Revenue Service for the authorized use of their private vehicle on County business.

## **26 CAREER INCENTIVE**

### **26.1 Purpose**

**26.1.1** The purpose of the Career Incentive Program is to provide an incentive plan for career law enforcement employees to undertake on their own time and at their own expense, educational efforts which will improve their law enforcement skills and knowledge through accredited educational facilities. The Program is to provide a system of recognition for those persons obtaining these educational goals. It is not the intent of the Program to substitute education for performance; rather it is to encourage additional achievement which can be translated into a higher level of performance. The objectives of the program are:

1. To upgrade the educational level of law enforcement employees of the San Luis Obispo County Sheriff's Office on a continuing basis to ensure high-quality law enforcement service.
2. To help attract qualified individuals at the entry level who have an interest in law enforcement as a career.
3. To incentivize qualified employees to improve themselves throughout their career.
4. To promote more highly qualified employees to supervisory and administrative positions.

### **26.2 Career Incentive Allowance**

**26.2.1** A career incentive allowance shall be paid to employees who are occupying permanent full-time positions in the classification of Sheriff's Sergeant, except for as provided within Section 25.3, as follows:

**26.2.1.1** Effective the pay period including January 1, 2022, or the pay period following Board of Supervisors' approval of this Agreement, whichever occurs later, a career incentive allowance in the amount of two hundred forty-five dollars (\$245) shall be paid monthly for possession of a California Peace Officers Standards and Training ("POST") Intermediate Certificate or possession of an Associate of Arts or Associate of Science degree from an accredited two-year college in an approved field; or

**26.2.1.2** Effective the pay period including January 1, 2022, or the pay period following Board of Supervisor' approval of this Agreement, whichever occurs later, a career incentive allowance in the amount of four hundred forty dollars (\$440) shall be paid monthly for possession of a California POST Advanced Certificate or a Bachelor of Arts degree or a Bachelor of Science degree from an accredited four-year college in an approved field; or

**26.2.1.2** Effective the pay period including January 1, 2022, or the pay period following Board of Supervisors' approval of this agreement, whichever occurs later, a career incentive allowance in the amount of five hundred seventy dollars (\$570) shall be paid monthly for possession of a California POST Supervisory Certificate.

**26.2.1.3** If an employee possesses a valid California POST Intermediate or Advanced Certificate and possesses an Associate of the Arts or Associate of Science degree or a Bachelor of the Arts or Bachelor of Science degree, he/she shall receive only one allowance.

**26.2.1.4** The Career Incentive Allowance for part-time employees shall be pro-rated based off of the employee's allocation.

**26.2.1.4** Employees who become eligible for an increase in the amount of their Career Incentive Allowance by reason of increased educational level or an additional California POST Certificate shall submit a Career Incentive Program Application to the Human Resources Analyst assigned to the Sheriff's Office. The Human Resources Analyst shall review and approve or deny Career Incentive Program Applications within one month of receipt. If approved, the Career Incentive Allowance will be effective the pay period following the date of approval.

### **26.3 Education Eligibility**

**26.3.1** As an exception to County Code 2.48.171, the continuing education requirement for the Career Incentive Allowance is waived. The parties also agree to amend County Code 2.48.171 to remove the continuing education requirements for the Career Incentive Allowance.

**26.3.2** Sheriff's Sergeant shall submit a completed Career Incentive Program Application to the Human Resources Analyst assigned to the Sheriff's Office.

**26.3.3** All college-level courses that are applied to the Program, shall have been taken on the employee's own time and not at County expense.

## **27. BENEFIT RATE OF PAY**

County Code Section 2.44.060(a), Sick Leave, shall continue to provide:

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.

## **28. SAFETY EQUIPMENT ALLOWANCE**

### **28.1 County Code Reference and Exceptions**

**28.1.1** County Code Section 2.53.020(a), Allowance-Amounts shall continue to provide:

Each safety employee in the Sheriff's Department hired on or after August 10, 1973 shall receive from the County at the time when the employee is required to purchase the equipment listed in Section 2.53.010, an allowance of eight hundred dollars (\$800.00) for the purchase of the equipment.

**28.1.2** As an exception to the County Code referenced above, the following provision shall apply:

1. For each safety employee in BU 28 in the Sheriff's Department newly hired on or after December 31, 2017, this allowance shall be one thousand five hundred dollars (\$1,500.00).
2. Each safety employee in BU28 with fifteen (15) years of service with the Sheriff's Department shall receive one thousand five hundred dollars (\$1,500) to replace or purchase additional equipment listed in County Code 2.53.010, effective the start of the pay period following the completion of their fifteenth year of service.
  - a) Current employees who have fifteen years or more years of service as of January 1, 2022 shall receive the additional \$1,500 payment effective the pay period including January 1, 2022, or the pay period following Board of Supervisors' approval of this agreement, whichever occurs later.

## **29. DEFERRED COMPENSATION PROGRAM**

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

## **30. HOLIDAYS**

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

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

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

### **31. PRODUCTIVITY**

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

### **32. ASSOCIATION SECURITY-DUES DEDUCTION**

The County agrees to continue automatic payroll deduction of SDSA dues. Employees seeking to begin or cancel Union monthly SDSA dues deductions must do so through the Association. The Association shall notify the County of the amount of monthly dues to be deducted from each employee's payroll and will then forward that deducted amount to the Association. If there is an employee dispute regarding the authorization of such dues, the Association shall provide the County with a copy of the individual authorization form upon the County's request.

The County will provide the Association of the name, job title, department, work location, work and personal telephone number, home address, and personal email address of all new hires covered by this Agreement within 30 days of hire or by the first pay period of the month following hire. Upon request by the Association, the County will provide a periodic updated list of all employees covered by this Agreement, which will include the information listed in this paragraph.

The County also agrees to continue automatic deduction of SDSA premiums which are not duplicative of or competitive with the County insurance plans for which the members of said unit are eligible. Such deduction shall become effective with the start of the first payroll period after receipt of the appropriate written and voluntary employee authorization form as developed mutually by the parties and signed by the employee. County further agrees to issue a monthly check, payable to the SDSA, for the total amount of the individual deductions.

Association 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.

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

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

### **34. TRANSPORTATION**

Parties agree to continue County Code Section 2.84.011 on utilization of employee vehicles, as follows:

Employees now using County vehicles for work related travel may, at the discretion of appointing authorities, be required to use their own vehicles at agreed upon mileage reimbursement rates. It is not the intent of the County to cause employees to utilize their automobiles for other than personal transportation, except as is the current practice or in the event of an emergency.

It is not the intention of the County to require any employee now using a County vehicle on a regular and constant basis for job-related travel to use her/his private vehicle for substantially similar job-related travel.

The assignment, use and operation of assigned vehicles shall be in accordance with the policy set forth by the Sheriff.

### **35. LEGISLATIVE CHANGES**

If during the term of this agreement the State of California enacts legislative changes to Law Enforcement certifications and/or licensing, the County will meet and confer over the negotiable effect(s) of such legislation.

## **36. SHIFT DIFFERENTIAL**

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

**36.1.1** Evening differential hours are from 6:00 p.m. to 11:00 p.m. and are paid an hourly shift differential for each hour worked in the amount of five percent (5%) of the employee's hourly base rate of pay computed to the closest unit factor.

**36.1.2** 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.

**36.1.3** Unit members whose shift ends on or after 10:00 p.m. shall be paid the evening differential for each hour worked between 3:00 p.m. and 11:00 p.m. in the amount of five percent (5%) of the employee's hourly base rate of pay computed to the closest unit factor. All hours worked after 11:00 p.m. will be paid the appropriate night differential of ten percent (10%).

**36.2** 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.

## **37. 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 May 24, 2005.

## **38. 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.

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

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

It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein-during the term of this Agreement. If during the term of this MOU the County intends to change any negotiable matter that is not covered by this agreement, it will give the Association notice and an opportunity to negotiate over the intended change.

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 Association.

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.

Nothing contained herein shall limit the rights of the SDSA or represented employees as set forth in the Civil Service Commission Procedural Guidelines.

#### **40. CONCERTED ACTIVITIES**

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

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

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

#### **41. IMPLEMENTATION AND EFFECT**

This Memorandum of Understanding constitutes a mutual recommendation to be submitted to the County Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until the Board of Supervisors acts formally to adopt this Memorandum of Understanding. The effective date of the individual elements of this Memorandum of Understanding shall be as expressly set forth herein or, if no such date is set forth, then on the date that the Board of Supervisors adopts this Memorandum of Understanding or on the date that the Board of Supervisors takes the following action if such action is necessary:

Enacts necessary amendments to all County Ordinances and Resolutions, where such is required by this Agreement.

Acts to appropriate the necessary funds required to implement provisions of this Memorandum of Understanding which require funding.

Acts to amend all necessary contracts with providers of services which are affected by this Memorandum of Understanding.

**SIGNATURES:**

For the County:



Tami Douglas-Schatz  
Human Resources Director

Dated: 4/14/2022

For SDSA:



John McDaniel  
SDSA President

Dated: 4/14/22

**APPROVED AS TO FORM AND LEGAL EFFECT:**

RITA L. NEAL  
County Counsel



By: Jon Ansolabehere  
Assistant County Counsel

Date: April 15, 2022

**SIDE LETTER TO THE  
MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF SAN LUIS  
OBISPO AND THE SWORN DEPUTY SHERIFFS' ASSOCIATION  
SWORN LAW ENFORCEMENT SUPERVISORY UNIT (BARGAINING UNIT 28)  
REGARDING COUNTY CONTRIBUTIONS FOR RETIREE MEDICAL INSURANCE**

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 2018, the minimum monthly employer contribution is \$133. The minimum monthly employer contribution for subsequent years shall be equal to the minimum monthly PEMHCA employer contribution as determined annually by CalPERS.

For the County:

  
Tami Douglas Schatz  
Human Resources Director

Dated: 4/14/2022

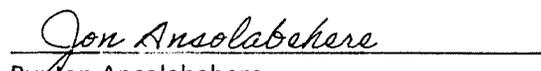
For SDSA:

  
John McDaniel  
SDSA President

Dated: 4/14/22

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL  
County Counsel

  
By Jon Ansolabehere  
Assistant County Counsel

Date: April 15, 2022