

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF SAN LUIS OBISPO AND  
THE DISTRICT ATTORNEY INVESTIGATORS ASSOCIATION (DAIA)  
DISTRICT ATTORNEY INVESTIGATORS’ UNIT AND  
DISTRICT ATTORNEY INVESTIGATORS’ SUPERVISORY UNIT  
2022-2025**

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF SAN LUIS OBISPO AND  
THE DISTRICT ATTORNEY INVESTIGATORS ASSOCIATION (DAIA)  
DISTRICT ATTORNEY INVESTIGATORS' UNIT AND  
DISTRICT ATTORNEY INVESTIGATORS' SUPERVISORY UNIT  
2022-2025**

**1. INTRODUCTION**

**1.1 Designation of the Parties**

**1.1.1** This 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 District Attorney Investigators Association (hereinafter referred to as "the Association" or "DAIA"), Bargaining Unit 06.

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

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

**1.1.2.2** The principal authorized agent for DAIA shall be the DAIA president at the following address: San Luis Obispo County District Attorney's Office, 1035 Palm St. 4<sup>th</sup> Floor, San Luis Obispo, CA 93408.

**1.2 Recognition**

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

**2. TERM**

The County and the Association agree that the term of this Agreement commences on July 1, 2022, and expires and is otherwise fully terminated on June 30, 2025.

### **3. RENEWAL**

#### **3.1 Successor Agreement Negotiations**

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

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

#### **4.1 Employer Rights**

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

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

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

### **5. WORK SCHEDULES**

#### **5.1 Work Schedule Policies**

**5.1.1** Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies, employee's work schedules shall not be changed without 24-hour prior notice. Emergencies can be declared by the County and may be Countywide or by specific work location. Once an emergency is declared, County has the right to release employees from employment, reschedule their remaining

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

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

**5.1.3** Previously approved sick leave and VTO time shall be permitted. Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week. Nothing herein shall be construed to modify whatsoever a workday or work week as defined by the County.

**6. SALARIES**

**6.1 Additional Salary Step**

**6.1.1** Notwithstanding County Code 2.48.030 and applicable to this Agreement only, 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. This sixth step is only available to eligible employees effective the pay period following Board of Supervisors' approval of this agreement.

Salary step six is instituted in consideration of the reduction of the cash payment to employees who opt out of a County-sponsored medical plan referenced in section 12.2.2.1

**6.2 Salary Ranges**

**6.2.1** Commencing the pay period including July 1, 2023, wages shall be increased by 2.5% for all classifications in this unit, resulting in the following salary ranges:

| Class | Title                             | Range | Monthly Range      | FY 2023/24 Range | FY 2023/24 Monthly Range |
|-------|-----------------------------------|-------|--------------------|------------------|--------------------------|
| 9645  | District Attorney Investigator I  | 4111  | \$7,125 - \$9,096  | 4214             | \$7,304 - \$9,322        |
| 9646  | District Attorney Investigator II | 4702  | \$9,906 - \$10,401 | 4820             | \$8,355 - \$10,663       |

|      |  |      |                     |      |                     |
|------|--|------|---------------------|------|---------------------|
| 9647 | Senior District Attorney Investigator          | 5412 | \$9,380 - \$11,972  | 5547 | \$9,615 - \$12,270  |
| 9675 | Assistant Chief District Attorney Investigator | 6108 | \$10,587 - \$13,513 | 6261 | \$10,852 - \$13,851 |

**6.2.2** Commencing the pay period including July 1, 202, wages shall be increased by 3% for all classifications in this unit, resulting in the following salary ranges:

| Class | Title  | Range | Monthly Range       | FY 2024/25 Range | FY 2024/25 Monthly Range |
|-------|--|-------|---------------------|------------------|--------------------------|
| 9645  | District Attorney Investigator I               | 4214  | \$7,304 - \$9,321   | 4340             | \$7,523 - \$9,601        |
| 9646  | District Attorney Investigator II              | 4820  | \$8,355 - \$10,663  | 4964             | \$8,606 - \$10,984       |
| 9647  | Senior District Attorney Investigator          | 5547  | \$9,381 - \$11,972  | 5714             | \$9,903 - \$12,639       |
| 9675  | Assistant Chief District Attorney Investigator | 6261  | \$10,852 - \$13,191 | 6449             | \$11,178 - \$14,267      |

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

## **7. LEAVE OF ABSENCE**

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

## **8. RETIREMENT CONTRIBUTIONS**

### **8.1 Pension Pick-Up**

**8.1.1** The County agrees to continue Employer Paid Member Contributions (EPMC) for a portion of the Tier 1 and Tier 2 employees' contribution to the Pension Trust by a plan whereby the County will pay seven and two tenths percent (7.2%) of pensionable wages.

**8.1.1.1** For "new members," as defined by the Public Employees' Pension Reform Act (PEPRA), on or after the pay period that includes July 1, 2013, the County shall discontinue the seven and two tenths percent (7.2%) (EPMC) of the employees' contribution to the County's Employees Retirement Plan. "New members" on or after the pay period that includes July 1, 2013 shall be responsible for the full employee share of pension contributions.

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

**8.1.3** Unit members shall not have the option to receive the contributed amounts directly instead of having them paid by the County to the Retirement Plan on behalf of the unit members.

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

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

## **8.2 Employee Pension Changes**

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

**8.2.2** For the term of this Agreement only, the following provisions will apply regarding employee contributions:

1. Employees' pension contribution rate will not increase for the fiscal years 2022/23 and 2023/24.
2. For fiscal year 2024/25 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.

## **9. PREVAILING WAGE ORDINANCE**

### **9.1 Compliance**



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

## **10. RETIREMENT**

### **10.1 Reciprocal Benefits**

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

### **10.2 Tier 1 Retirement**

**10.2.1** Pension Enhancement:

**10.2.1.1** Effective September 13, 2005, the parties agreed to a 3% at 55 retirement plan formula for safety members, with a ninety percent (90%) cap on the retirement benefit percentage and with single highest year.

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

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

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

### **10.3 Tier 2 Retirement**

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

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

**10.3.1.2** 90% benefit cap;

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

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

**10.3.1.5** 3 year average final compensation

**10.4 Tier 3 Retirement**

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

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

**11. HEALTH COVERAGE AND OTHER BENEFITS**

**11.1 General Provisions**

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

**11.1.2** 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.

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

**11.1.3.1** For employees with employee only medical coverage, the County shall contribute \$816.07 per month.

**11.1.3.2** For employees with employee plus one dependent medical coverage, the County shall contribute \$1,085 per month.

**11.1.3.3** For employees with employee plus two or more dependents medical coverage, the County shall contribute \$1,325 per month.

**11.1.4** Effective for the first paycheck in January 2023, the County Cafeteria Plan contribution shall be as follows:

**11.1.4.1** For employees with employee only medical coverage, the County shall contribute \$816.07 per month.

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

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

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

**11.1.5.1** For employees with employee only medical coverage, the County shall contribute \$816.07 per month.

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

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

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

**11.1.6.1** For employees with employee only medical coverage, the County shall contribute \$816.07 per month.

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

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

**11.1.7** For those active employees who opt out of County sponsored medical insurance, the County shall contribute only those amounts specified in section 11.2.

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

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

**11.2.1** 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.

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

**11.2.2.1** The County will pay \$594.07 per month to each employee who elects to “opt out” of a County-sponsored medical plan.

**11.2.2.2** The employee will receive the amount specified in section 11.2.2.1 for as long as the employee elects without interruption to opt out after January 1, 2014.

**11.2.2.3** If an employee who has opted out later elects to enroll in a County-sponsored medical plan, the provisions in section 11.1 shall apply.

**11.2.2.4** Effective the first paycheck of January 2023, the opt out payment and provisions specified in section 11.2.2 shall be eliminated for employees represented by DAIA, and the provisions specified in section 11.2.3 below shall apply.

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

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

**11.2.3.2** Employees shall not receive the cash out payment specified in section 11.2.2.

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

**11.2.3.4** Effective the first paycheck of January 2023, the provisions specified in section 11.2.3 shall apply to all employees represented by DAIA, and employees will no longer be eligible for the opt out payment and provisions specified in section 11.2.2.

### **11.3 Other Cafeteria Plan Provisions**

**11.3.1** The current 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 11.2), 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 11.2); 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 11.1.

**11.3.2** 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.

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

**11.4.1** 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. Health Plan Committee

#### **11.5 Health Plan Committee**

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

1. Meet as often as is reasonably necessary.
2. Monitor health care plans.
3. Make cost containment recommendations.
4. Make future recommendations concerning rates.
5. Be enrolled in a County Medical Insurance Plan.

#### **11.6 Pro-ration of Benefits**

**11.6.1** Part-time employees hired after September 13, 2005, will receive pro-rated cafeteria plan contributions based on hours worked, paid leave and/or time off granted under the Voluntary Time Off Program (VTO). Pro-ration will be applied to the Cafeteria Plan contribution indicated in Section 11.1, 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.

**11.6.2** Employees employed with the County on or before September 13, 2005, including all part-time and full-time employees, shall be grandfathered to receive, for the entirety of their County employment, the full Cafeteria Plan contribution as specified in Section 11.1.

**11.6.3** Any current employee employed with the County on or before September 13, 2005, that separates from County employment due to layoffs, who is subsequently reinstated or reemployed pursuant to Civil Service Rules, will resume receiving the full Cafeteria Plan contribution as specified in Section 11.1 of this Agreement.

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

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

(PEHP) will be funded with County contributions only. Currently the County has a VEBA plan in force that allows for a Universal VEBA and the County has the right to continue, modify or replace this plan. Final approval will be made by the County.

**11.7.2** 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 the DAIA. For employees who separate from County employment, the maximum VEBA contribution for DAIA shall be \$25,000.

## **12. WELLNESS/FITNESS PROGRAM**

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

## **13. DIFFERENTIAL FOR BILINGUAL EMPLOYEES**

### **13.1 Bilingual Rates and Eligibility**

**13.1.1** 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.

**13.1.2** 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.

**13.1.3** 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.

**13.1.4** 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.

**13.1.5** 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.

**13.1.6** 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.

## **14. OVERTIME**

### **14.1 County Code Reference**

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

**14.1.2** 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.

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

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

**14.1.5** 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.

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

## **15. STAND-BY**

### **15.1 Provisions**

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

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

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

## **16. HEALTH AND SAFETY**

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

The County and DAIA agree to abide by all provisions of the California Plan approved in accordance with the provisions of the Federal Occupational Safety & Health Act of 1970, and any applicable legislation as may be passed by the State of California to implement that Plan. To ensure compliance, parties agree that:

The County of San Luis Obispo shall:

Furnish to all employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to our employees [Occupational Safety and Health Act 5(a)(1)],

Pursuant to California Labor Code section 6401.7(a)(6) implement policies and procedures to ensure that employees comply with safe and healthy work practices.

Each employee shall:

Comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to the Occupational Safety and Health Act, California's SB 198, and California Labor Code which are applicable to his/her own actions and conduct.

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

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

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

The County and the Association agree to meet and confer over any recommended stipend payment program for employees who are designated as departmental representatives to the Safety Commission pursuant to County Code Section 2.28.010(a).



## **17. LIFE AND DISABILITY INSURANCE**

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

## **18. HOLIDAY PAY DURING A PERIOD OF LEAVE**

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

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

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

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

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

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

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

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

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

### **20.1 County Code Reference and Exceptions**

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

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

## **21. SICK LEAVE**

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

**21.1.1** The parties agree that the County Code Section 2.44.060, sub-sections (a), (b), (c), (d), (e), (f), (g), (h), (j), (m), and (n) shall apply to matters relating to sick leave.

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

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

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

## **22. (NOT USED)**

## **23. (NOT USED)**

## **24. SAFETY EQUIPMENT ALLOWANCE**

### **24.1 County Code Reference and Exceptions**

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

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

## **25. DEFERRED COMPENSATION PROGRAM**

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

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

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

## **26. HOLIDAYS**

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

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

1. January 1 (New Year's Day);
2. Third Monday in January (Martin Luther King Day) (added July, 1984);

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

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

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

## **27. VACATIONS**

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

Employees shall be permitted to receive pay-in-lieu of up to 40 hours of vacation time per fiscal year. Employees wanting to "sell back" this time shall have a minimum balance of 200 hours accrued and must have utilized a minimum of 40 hours vacation 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.

## **28. PRODUCTIVITY AND TRAINING**

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

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

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

The Association will defend, indemnify and save harmless the County of San Luis Obispo, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses, or liability arising out of this Article.

## **30. REOPENER**

Notwithstanding the provisions of Article 39, Full Understanding, Modification, Waiver, the parties agree that if during the term of this Agreement the financial condition of the County becomes such as that there is the need to reduce the hours and days of service, that either party has the right to request the other to negotiate over the possible creation and implementation of a mandatory time off program.

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

### **31.1 County Code Reference and Exceptions**

**31.1.1** The parties agree that the County Code Section 2.44.060 shall apply to matters relating to sick leave accrual and payoff.

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

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

For days 0-180, accrual rate is one-half accrued sick leave at the employee's current rate of pay. For days 181-260, DAIA agrees that there will be no sick leave payoff for time accrued in excess of 180 days.

**31.1.3** 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.

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

### **32.1 Provisions**

**32.1.1** The County and the DAIA agree:

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

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

**33. APPOINTMENT OF LATERAL TRANSFER EMPLOYEES**

Effective upon Board of Supervisors' approval of this Agreement the provisions of this Article shall apply to those employees deemed by the District Attorney 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 an agency in the State of California with at least one year of continuous service as a peace officer performing general law enforcement duties.

**33.1 Advanced Sick Leave**

**33.1.1** The District Attorney 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 21 (Sick Leave) and no additional hours shall accrue until the advanced hours are "earned out" in accordance with the accrual schedule.

**33.2 Salary Step Placement**

**33.2.1** As an exception to County Code section 2.48.030, the District Attorney 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.

**33.3 Eligibility for Career Incentive Allowance**

**33.3.1** A Lateral Transfer Employee who possesses the eligibility requirements and are otherwise certified to receive any or all of the allowances under Article 35 (Career Incentive) shall be immediately eligible to receive those allowances upon initial appointment.

**33.3.2** 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.

### **33.4 Accelerated Vacation Accrual Rate**

**33.4.1** The District Attorney and Human Resources Director may recognize the years of service performed by a Lateral Transfer Employee with their previous employer and may set upon initial appointment an accelerated accrual rate based on their years of service and in accordance with County Ordinance 2.44.050. Any such adjustment shall be prospective only.

**33.4.2** No later than two months after Board of Supervisors' approval of this Agreement, the County shall identify presently employed unit members who were considered to be lateral transfer employees. The vacation accrual rates of such unit members will be reviewed and, as appropriate, adjusted in accordance with the above.

## **34. VACATION LEAVE FOR PROBATIONARY EMPLOYEES**

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

## **35. CAREER INCENTIVE**

### **35.1 Purpose**

**35.1.1** 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 County of San Luis Obispo District Attorney'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.

## **35.2 Career Incentive Allowance**

**35.2.1** Effective the pay period including July 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 four hundred and forty dollars (\$440) per month shall be paid 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 a law enforcement-related field approved by the Career Incentive Committee; or

**35.2.2** Effective the pay period including July 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) per month shall be paid for possession of a California (POST) Supervisory Certificate.

**35.2.3** If an employee possessed a valid California POST Advanced Certificate and also possesses a Bachelor of Arts or a Bachelor of Science degree, the employee shall receive only one allowance.

**35.2.4** If an employee possesses a valid California POST Advanced certificate or a Bachelor of Arts or a Bachelor of Science degree and also possesses a valid California POST Supervisory Certificate, the employee shall only receive the career incentive allowance for possession of the California POST Supervisory Certificate.

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

**35.2.6** 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 District Attorney'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.

## **35.3 Education Eligibility**

**35.3.1** 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.

**35.3.2** District Attorney Investigators shall submit a completed Career Incentive Program Application to the Human Resources Analyst assigned to the District Attorney's Office.

**35.3.3** 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.

### **36. DIFFERENTIAL FOR POLYGRAPHIC OPERATOR**

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

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

### **37. USE OF VEHICLES**

The DAIA agrees the assignment, use and operation of assigned vehicles, shall be in accordance with the policy set forth by the District Attorney. The DAIA recognizes assigned vehicles are an important and necessary resource in the performance of our duties and responsibilities as fully sworn peace officers and the investigative arm of the District Attorney. The DAIA fully recognizes that misuse or violation of Departmental rules and regulations in regard to use of vehicles by any District Attorney Investigator shall be grounds for disciplinary action.

### **38. AUTOMATIC PAYROLL DEPOSIT**

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

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

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

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

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



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

**40. CONCERTED ACTIVITIES**

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

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

**41. IMPLEMENTATION AND EFFECT**

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

**42. SAVINGS PROVISIONS**

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

SIGNATURES

For the County



Tami Douglas-Schatz  
Management Representative

Dated: 6/10/2022

For DAIA



Matt Aanerud  
President of DAIA

Dated: 6/10/22

APPROVED TO FORM AND LEGAL EFFECT:

RITA L. NEAL  
County Counsel



By: Jenna Morton  
Chief Deputy County Counsel

Date: 6/13/2022

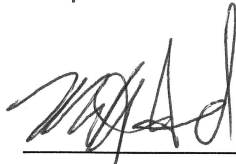
**SIDE LETTER TO THE 2022-2025 MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF SAN LUIS OBISPO  
AND THE DISTRICT ATTORNEY INVESTIGATORS ASSOCIATION, DISTRICT  
ATTORNEY INVESTIGATORS' UNIT AND DISTRICT ATTORNEY INVESTIGATORS'  
SUPERVISORY UNIT**

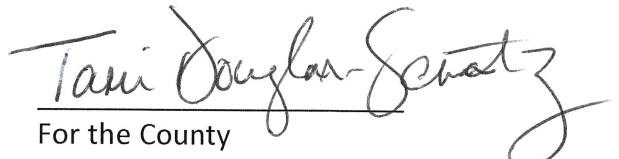
On August 15, 2017, the Board of Supervisors approved a resolution terminating the contract for the County of San Luis Obispo's participation in the Public Employees Medical and Hospital Care Act (PEMHCA) between the California Public Employees' Retirement System (CalPERS) and the County of San Luis 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 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.

DATED: 6/10/2022

So Agreed:

  
For DAIA

  
For the County

APPROVED TO FORM AND LEGAL EFFECT:

RITA L. NEAL  
County Counsel

By:

  
Jenna Morton, Chief Deputy County Counsel

Dated:

6/13/2022