

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF SAN LUIS OBISPO  
and  
THE DEPUTY COUNTY COUNSEL ASSOCIATION  
JULY 1, 2022 TO JUNE 30, 2025

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BETWEEN THE COUNTY OF SAN LUIS OBISPO  
AND THE DEPUTY COUNTY COUNSEL ASSOCIATION  
2022-2025

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MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF SAN LUIS OBISPO  
AND THE DEPUTY COUNTY COUNSEL ASSOCIATION  
2022-2025

1. DESIGNATION OF THE PARTIES

1.1 This Memorandum of Understanding (hereinafter "MOU" or "Agreement") is entered into by and between the County of San Luis Obispo (hereinafter "County"), and the Deputy County Counsel Association (hereinafter "DCCA" or "Association").

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

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

1.2.2 DCCA's principal authorized agent shall be DCCA's President or his/her duly authorized representative (address: County Government Center, San Luis Obispo, CA 93408; Telephone: [805] 781-5400).

2. TERM

The County and DCCA agree that the term of this Agreement commences on July 1, 2022, and expires at midnight on June 30, 2025.

3. RECOGNITION

3.1 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 Deputy County Counsel Association, Bargaining Unit 12, as the exclusive representative of the Deputy County Counsel Attorneys in the Office of the County Counsel.

3.2 The Association shall continue to retain, (1) its articles of incorporation, (2) its by-laws, and (3) its local autonomy and control over its (a) operations, (b) power to make and enforce contracts with County, and (c) performance of its contractual and representational obligations with the County and its employees.

3.3 The term "employee" or "employees" as used herein shall refer to those persons in Bargaining Unit 12 occupying positions in the classifications identified in 3.3.1 below and not otherwise designated as confidential, which are allocated as permanent full-time or permanent part-time. The list of classifications may be revised during the term of the Agreement through negotiations in keeping with the County's Employee Relations Policy. Not

included within the term "employee" are all other persons in non-permanent part-time positions, temporary or extra help or persons on contract with the County.

3.3.1 List of classifications in the DCCA, Bargaining Unit 12:

Job ID	Classification Title	Bargaining Unit
313	Deputy County Counsel I	BU12
317	Deputy County Counsel II	BU12
318	Deputy County Counsel III	BU12
312	Deputy County Counsel IV	BU12

4. RENEGOTIATION

In the event either party wants to negotiate a successor Agreement, such party shall serve upon the other during the period between January 1 and March 1, of the final year of this Agreement, its written request to begin negotiations for a successor Agreement.

Unless the parties agree otherwise, negotiations shall begin no later than thirty (30) days after such receipt of the initiating party's notice or March 1, whichever is later.

Employees who serve as designated members of DCCA's Negotiating Team shall be allowed reasonable time off without loss of compensation or other benefits when formally meeting and conferring with representatives of the public agency on matters within the scope of representation.

5. 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 or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and overtime; to schedule working hours and shifts; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services, and to take whatever action necessary to prepare for or operate in an emergency.

Nothing in this Article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the County by any law regulating, authorizing or empowering the County to act or refrain from acting. However, the County agrees to consult with DCCA upon request in

regard to any proposed subcontracting of services which would result in the elimination of unit members' jobs.

## 6. WORK SCHEDULES

The parties agree to continue the following work schedule policies:

6.1 The parties acknowledge that Unit members are professional attorneys who, in the course of their duties, are not subject to defined working hours. It is expressly acknowledged that management may determine the days and hours during which Unit members shall be required to work and to the extent consistent with law, Unit members shall be deemed to work 40 hours per week, if certified by the County Counsel. As Fair Labor Standards Act (FLSA) Regulations state, the special public-sector rule based on "principles of public accountability" involves the concept that "the use of public funds should always be in the public interest" and that "public employees should not be paid for time they do not work", unless it is time otherwise guaranteed to unit members such as vacation, administrative, or personal leave.

6.2 During a period of emergency, which can be declared by the County and may be Countywide or by specific work location, County has the right to release employees from employment, reschedule their job duties 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. 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. 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.

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

## 7. WORK LOCATION

The parties agree to continue the following work location policy:

Except in cases of emergencies, employees will not be reassigned from their designated normal work location without prior notice. If the reassignment is intended as a permanent change, management shall give the employee at least one week's advance notice. The designated normal work location is the place at which the employee spends the largest part of her/his regular workdays or working time or the place to which she/he returns upon completion of special assignments. Said notice provision may be waived by written agreement of the employee.

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

7.1 Receive mileage reimbursement for miles traveled from home to the temporary work site or from the permanent work site, whichever is less.

7.2 Receive an estimate of the length of the temporary assignment.

8. SALARIES

8.1 Salaries for Fiscal Years 2022/23, 2023/24, and 2024/25

8.1.1 Effective the beginning of the pay period that includes July 1, 2022, wages shall be increased by 1.25% for all classifications in this unit, resulting in the following salary ranges:

Class	Title	Current Range <sup>1</sup>	Current Monthly Range	FY2022/23 Range	FY2022/23 Monthly Range
313	Deputy County Counsel I	3810	\$6,604.00 - \$8,028.80	3858	\$6,687.20 - \$8,129.33
317	Deputy County Counsel II	4411	\$7,645.73 - \$9,294.13	4466	\$7,741.07 - \$9,406.80
318	Deputy County Counsel III	5104	\$8,846.93 - \$10,751.87	5168	\$8,957.87 - \$10,887.07
312	Deputy County Counsel IV	6386	\$11,069.07 - \$13,454.13	6466	\$11,207.73 - \$13,620.53

8.1.2 Notwithstanding County Code 2.48.030 and applicable to this Agreement only, effective the pay period including July 1, 2022, or the pay period following Board of Supervisors' approval of this Agreement, whichever occurs later, a sixth salary step shall be added to the salary range for all classifications in this unit. The pay rate of the sixth step shall be 5% above the pay rate of the fifth step. Employees may qualify for advancement to the sixth step after completion of the equivalent of one year of full time service in step five and upon recommendation of the department head and approval by the County Human Resources Director. This salary step increase is not automatic, and is based on satisfactory performance and service. Employees who have been at step 5 for at least one year as of the pay period following Board of Supervisor's approval of this Agreement and who have a current performance evaluation with an overall satisfactory rating shall be placed at step 6 effective the pay period following Board of Supervisors' approval of this Agreement. The salary range with the new step 6 is as follows:

Class	Title	FY2022/23 Range	FY2022/23 Monthly Range
313	Deputy County Counsel I	3858	\$6,687.20 - \$8,536.67
317	Deputy County Counsel II	4466	\$7,741.07 - \$9,876.53
318	Deputy County Counsel III	5168	\$8,957.87 - \$11,431.33
312	Deputy County Counsel IV	6466	\$11,207.73 - \$14,301.73

<sup>1</sup> The salary range numbers are identifiers of individual classification ranges in the County and reflect step 1 (e.g. 3810 equals \$38.10 per hour at step 1).

8.1.3 Effective the beginning of the pay period that includes July 1, 2023, wages shall be increased by 2.5% for all classifications in this unit, resulting in the following salary ranges:

Class	Title	FY2022/23 Range	FY2022/23 Monthly Range	FY2023/24 Range	FY2023/24 Monthly Range
313	Deputy County Counsel I	3858	\$6,687.20 - \$8,536.67	3954	\$6,853.60 - \$8,748.13
317	Deputy County Counsel II	4466	\$7,741.07 - \$9,876.53	4578	\$7,935.20 - \$10,126.13
318	Deputy County Counsel III	5168	\$8,957.87 - \$11,431.33	5297	\$9,181.47 - \$11,719.07
312	Deputy County Counsel IV	6466	\$11,207.73 - \$14,301.73	6628	\$11,488.53 - \$14,662.27

8.1.4 Effective the beginning of the pay period that includes July 1, 2024, wages shall be increased by 2.5% for all classifications in this unit. In addition, the classification of Deputy County Counsel I shall receive an 8.0% wage increase, the classification of Deputy County Counsel II shall receive a 4.0% wage increase, and the classification of Deputy County Counsel III shall receive a 6.0% wage increase to address internal compaction issues between the Deputy County Counsel classification series resulting in the following salary ranges:

Class	Title	FY2023/24 Range	FY2023/24 Monthly Range	FY2024/25 Range	FY2024/25 Monthly Range
313	Deputy County Counsel I	3954	\$6,853.60 - \$8,748.13	4377	\$7,586.80 - \$9,682.40
317	Deputy County Counsel II	4578	\$7,935.20 - \$10,126.13	4880	\$8,458.67 - \$10,795.20
318	Deputy County Counsel III	5297	\$9,181.47 - \$11,719.07	5755	\$9,975.33 - \$12,731.33
312	Deputy County Counsel IV	6628	\$11,488.53 - \$14,662.27	6794	\$11,776.27 - \$15,031.47

8.1.6 There shall be no additional general salary increases for unit members through June 30, 2025.

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

8.1.8 The parties agree that the negotiated prevailing wage increases provided for in this Article were negotiated for the benefit of those persons who remain in County employment and were not intended to apply to former employees who leave County employment prior to the adoption date by the Board of Supervisors of this MOU or its various provisions and any changes that may occur during the term of this Agreement. (See Article 17, IMPLEMENTATION AND EFFECT).

## 9. RETIREMENT CONTRIBUTION

### 9.1 Pension Pick-Up

9.1.1 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 whereby the County will pay nine and twenty-nine hundredths percent (9.29%) of the pensionable wages to the County's Retirement System on behalf of each such employee. As set forth in the Retirement Plan, the EPMC amount is pensionable income.

9.1.1.1 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 nine and twenty-nine hundred percent (9.29%) EPMC of the employees' contribution to the County 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.

9.1.2 These amounts paid by the County, referred to in Section 9.1.1, are for a portion of the unit member's contributions provided in lieu of salary and are paid by the County to partially satisfy the employee's obligation to contribute to the County Pension Trust.

9.1.3 Unit members shall not have the option to receive the contributed amounts directly as salary instead of having them paid by the County to the Pension Trust as payment of a portion of the required employee retirement contribution on behalf of the unit members.

9.1.4 The parties agree that the County's EPMC of employees' Pension Trust contributions is based on San Luis Obispo County Employees Retirement Plan section 5.05.1 and the tax treatment permitted by California and Federal law including particularly Internal Revenue Code section 414(h)(2) as well as 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. In that regard, the County shall declare that it is "picking up" these employer-paid member contributions pursuant to Internal Revenue Code section 414(h)(2) so that they will not be reported as taxable income.

### 9.2 Pension Contributions

9.2.1 Any pension rate increase determined annually by the Pension Trust Board shall be shared between the parties 50/50 for Tier 1 and Tier 2 members, as adopted by the Board of Supervisors after receipt of actuarial data. Tier 3 members will split pension rate increases 50/50 for the life of this MOU, with the subject of future cost sharing to be addressed in successor agreements. Any resulting pension rate increase shall be implemented during the pay period including January 1 or July 1 during the year of the increase as determined by the County. For the term of this Agreement only, the following provisions shall apply:



9.2.1.1 There shall be no pension contribution rate increase for Tier 1, Tier 2, and Tier 3 members for fiscal year 2022/23.

9.2.1.2 For fiscal year 2023/24 Tier 1 and Tier 2 members and the County shall share any pension contribution rate increase 50/50 except that the employees' 50% share of the increase shall not exceed 1%. There shall be no pension contribution rate increase for Tier 3 members for fiscal year 2023/24.

9.2.1.3 For fiscal year 2024/25 Tier 1, Tier 2, and Tier 3 members and the County shall share any pension contribution rate increase 50/50 except that the employees' 50% share of the increase shall not exceed 1%.

## 10. RETIREMENT

Retirement benefits for employees represented by DCCA are as set forth in the San Luis Obispo County Employees Retirement Plan.

## 11. HEALTH BENEFITS

### 11.1 Health Coverage and Other Benefits

#### 11.1.1 General Provisions

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

11.1.1.2 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.

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

11.1.1.3.1 For employees with employee only and employee + 1 dependent medical coverage, the County shall contribute \$1,146 per month.

11.1.1.3.2 For employees with employee + 2 or more dependents medical coverage, the County shall contribute \$1,340 per month.

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

11.1.1.4.1 For employees with employee only medical coverage, the County shall contribute \$1,146 per month.

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

11.1.1.4.3 For employees with employee + 2 or more dependents medical coverage, the County shall contribute \$1,475 per month.

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

11.1.1.5.1 For employees with employee only medical coverage, the County shall contribute \$1,146 per month.

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

11.1.1.5.3 For employees with employee + 2 or more dependents medical coverage, the County shall contribute \$1,550 per month.

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

11.1.1.6.1 For employees with employee only medical coverage, the County shall contribute \$1,146 per month.

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

11.1.1.6.3 For employees with employee + 2 or more dependents medical coverage, the County shall contribute \$1,625 per month.

11.1.1.7 For those active employees who opt out of County sponsored medical insurance, the County shall contribute only the amounts specified in section 11.1.2.

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

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

11.1.2.1 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.

11.1.2.2 For employees who elect to opt out prior to January 1, 2015, the following provisions shall apply:

11.1.2.2.1 The County will pay a capped cafeteria amount of \$1,007 per month to each employee who elects to “opt out” of a County-sponsored medical plan, for as long as the employee continues to opt out after January 1, 2015.

11.1.2.2.2 If employee who has opted out later elects to enroll in a County-sponsored medical plan, provision 11.1.1 shall apply.

11.1.2.3 For any employee who has not elected to opt out of a County-sponsored medical plan prior to January 1, 2015, but then elects to opt out of a County-sponsored medical plan on or after January 1, 2015, the following provisions shall apply:

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

11.1.2.3.2 Employees shall receive no cash out.

11.1.2.3.3 If employee who has opted out later elects to enroll in a County-sponsored medical plan, provision 11.1.1 shall apply.

#### 11.1.4 Other Cafeteria Plan Provisions

11.1.4.1 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 11.1.2), 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 11.1.2); 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 11.1.1.

11.1.4.2 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.

#### 11.1.5 Flexible Spending Account (FSA)

11.1.5.1 Effective the first paycheck of each January for all Unit members, the County shall make a one-time, non-recurring contribution of \$750 to a healthcare Flexible Spending Account.

11.1.6 Health Savings Account (HSA)

***[HSA language incorporated from 10/8/2020 Amendment]***

11.1.6.1 The County shall provide a Health Savings Account (HSA) contribution of up to \$750 per calendar 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 HSA and are eligible for an HSA.

11.1.7 Health Plan Committee

11.1.7.1 One of the Association's unit members will participate in a Management-chaired Health Care Plan Committee, and shall have complete authority to act on behalf of the Association 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.

11.1.8 Pro-ration of Benefits

11.1.8.1 Part-time employees hired after February 25, 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 11.1.1, less \$139 per month. The \$139 per month will then be added to this pro-rated amount for a total contribution. At the point the minimum monthly employer contribution required under the Public Employees Medical Hospital Care Act (PEMHCA) exceeds \$139 per month, the PEMHCA minimum will be deducted from the Cafeteria Plan contribution indicated in Section 11.11, and the PEMHCA minimum will then be added to this pro-rated amount for a total contribution.

11.1.8.2 Employees employed with the County on or before February 25, 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 11.11.

11.1.8.3 Any current employee employed with the County on or before February 25, 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 11.11 of this Agreement.

11.1.8.4 Departments shall not work part-time employees more than 210 hours above their allocated hours without the approval of the Office of the County Administrator.

## 12. OTHER BENEFITS

### 12.1 Bar Dues

The County shall reimburse bargaining unit members for the cost of (a) California State Bar membership dues, including dues for any section thereof, and (b) membership fees in the San Luis Obispo County Bar Association, including fees for any section thereof.

### 12.2 Education Allowance

12.2.1 The County will provide reimbursement to a maximum of \$851.78 per fiscal year to each attorney for professional training, books, periodicals, subscriptions, membership dues, and/or computer software.

12.2.1.1 Request for reimbursement will be submitted to the department head first and then the Auditor-Controller/designee for approval and signature ensuring compliance with this contract and in accordance with the following criteria:

12.2.1.2 The course, seminar, books, periodicals, subscriptions, association dues, or software must relate directly to the attorney's work assignment.

12.2.1.3 The course or seminar must be sponsored by a bona fide training institution, professional organization, or accredited college or university.

12.2.1.4 The request for authorization must be received prior to, during or immediately after the period the course/seminar or purchase/payment is conducted and following the submission deadline established each fiscal year by the Auditor-Controller's office.

12.2.1.5 Proof of completion with a "C" grade or better, a "Pass", certificate of successful completion, or proof of attendance for all trainings, classes, and seminars.

12.2.2 Approved claims for reimbursement will be submitted to the Auditor-Controller for payment processing, accompanied by:

12.2.2.1 Appropriate receipt(s) for payment of tuition, registration fees, invoice for books, etc.

12.2.2.2 Approved education allowance reimbursement form.

12.2.3 Claims must be submitted to the Auditor-Controller during the same fiscal year as the expense was incurred, in compliance With the Auditor-Controller's office deadlines. The Auditor-Controller may periodically examine records to assure compliance with generally accepted auditing standards.

12.2.4 In lieu of receiving the Education Fund allowance set forth in section 12.2.1, a member of the bargaining unit may elect to have the Department purchase a tablet computer at a cost NOT to exceed \$851.78 for the member for use consistent with the County's Acceptable Use Policy. If such an election is made, the member shall not be entitled to receive the Education Fund allowance for the fiscal year in which the tablet computer was purchased. Ownership of the tablet will remain with the County and is not available for the employee to keep upon separation from County employment. Employees who do not exercise this option shall continue to receive the annual allowance set forth above in section 12.2.1.

12.2.5 Effective January 1, 2020 the Education Allowance described in this Article 12.2 shall be eliminated.

### 12.3 Wellness

12.3.1 Employees shall be eligible to participate in the Management Wellness/Fitness program and receive up to \$200 per year reimbursement in accordance with the terms of such 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. DCCA acknowledges that County retains the right to alter, amend, or repeal the current plan, rules, participation requirements, vendors, and cost limitations, at any time.

### 12.4 Mileage Reimbursement

12.4.1 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.

### 12.5 Bilingual Pay

12.5.1 The parties agree that the County Code Section 2.48.170(4) shall apply to matters relating to bilingual differential.

## 12.6 Sick Leave

12.6.1 Employees shall be entitled to the Sick Leave benefits as officially adopted and currently set forth in County Ordinance Section 2.44.060

## 12.7 Voluntary Employee Beneficiary Association (VEBA)

12.7.1 Parties agree that DCCA may participate in the County's current Voluntary Employee Beneficiary Association (VEBA). DCCA 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. 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.

## 12.8 Sick Leave Exchange for Vacation

12.8.1 Employees who have more than five (5) 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.

12.8.2 Except as otherwise specifically provided in this Article, the provisions of County Code Sections 2.44.050, Vacations, and 2.44.060, Sick Leave, shall govern all matters relating to vacation and sick leave. Additionally, Section 12.11, Vacation Time, of this Agreement, shall apply with respect to maximum number of hours of accrued vacation privilege hours.

## 12.9 Holidays

12.9.1 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. The County's holidays for this Unit shall be:

1. January 1 (New Year's 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.

12.9.2 The parties agree that on May 24, 2005, the Board of Supervisors established a personal leave day (8 hours) for DCCA represented employees in exchange for elimination of Admissions Day (September 9) as a paid holiday. Effective for the start of fiscal year 2019/20, an additional personal leave day (8 hours) was established for DCCA represented employees. The personal leave days 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. The personal leave days cannot be accrued and will be lost unless utilized during the fiscal year.

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

#### 12.10 Admin Leave

12.10.1 Employees will be provided with a maximum of thirty-two (32) hours of administrative leave each fiscal year. The 32 hours of administrative leave will be available for use on the first day of the first pay period of each fiscal year subject to department approval. This administrative leave cannot be accrued and will be lost unless utilized during the fiscal year. Administrative leave will not be cashed out upon separation from employment with the County.

#### 12.11 Vacation Time

12.11.1 Employees shall be entitled to the Vacation benefits as officially adopted and currently set forth-in County Code Section 2.44.050. In addition, the following provisions shall apply:



12.11.1.1 Employees shall be permitted to receive pay-in-lieu of up to 40 hours of vacation time per fiscal year. Employees wanting to “sell back” this time shall have a minimum balance of 200 hours accrued and must have utilized a minimum of 40 hours of vacation or compensatory time off, or a combination of the two, in the fiscal year that they are wishing to “sell back” time.

12.11.1.2 The total number of vacation hours which may be accrued at any time is 320 hours.

## 12.12 Deferred Compensation

12.12.1 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. DCCA acknowledges that the 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.

12.12.2 Effective the pay period including July 1, 2022, for DCCA represented employees who are enrolled in the Deferred Compensation plan, the County shall contribute a match of \$0.50 for every \$1.00 contributed by the employee, up to a maximum County contribution of \$750 per employee per calendar year.

## 12.13 State Disability Insurance for DCCA Bargaining Unit Members

12.13.1 The parties agree that as soon as administratively feasible Unit members shall participate in SDI, which shall be funded through employee-paid payroll deduction.

## 13. UNION SECURITY

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

DCCA 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.

## 14. LATERAL EXPERIENCED ATTORNEYS

Effective upon Board of Supervisors’ approval of this Agreement, the provisions of this Article shall apply to Attorneys having at least one year of full-time employment as a licensed Attorney (“Lateral Experienced Attorney”).

#### 14.1 Advanced Sick Leave

The County Counsel and Human Resources Director may authorize an advance of up to sixty (60) hours of Sick Leave to a Lateral Experienced Attorney for immediate use upon appointment. Such hours will be used in accordance with Article 12.6 (Sick Leave) and no additional hours shall accrue until the advanced hours are “earned out” in accordance with the accrual schedule.

#### 14.2 Accelerated Vacation Accrual Rate

The County Counsel and Human Resources Director may recognize the years of service performed by a Lateral Experienced Attorney 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.

#### 14.3 Salary Step Appointment

As an exception to County Code section 2.48.030, the County Counsel and Human Resources Director may authorize an initial salary placement up to the top step in the range for a Lateral Experienced Attorney

#### 14.4 Currently Employed Lateral Experienced Attorneys

No later than two months after Board of Supervisors’ approval of this Agreement, the County shall identify presently employed unit members who had, at time of hire, at least one year of full-time employment as a licensed attorney. The vacation accrual rates and salary step of such unit members will be reviewed and, as appropriate, adjusted in accordance with the above. Any such adjustment shall be prospective only.

### 14. USE OF COUNTY FACILITIES

County agrees that DCCA shall have the right to use:

14.1 A County bulletin board space allocated for reasonable DCCA literature and notices at the various work sites, providing that no such facilities shall be utilized to defame, ridicule or harass County employees or its agents.

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

- 14.1.1 DCCA recreational, social and related new bulletins;
- 14.1.2 Scheduled DCCA meetings;
- 14.1.3 Information concerning DCCA elections or the results thereof;
- 14.1.4 Reports of official business of DCCA; and
- 14.1.5 Other materials concerning DCCA business.

14.2 Upon prior arrangement, and subject to availability, County facilities (meeting rooms) during reasonable non-working hours for the purpose of conducting meetings.

15. 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.

Except as otherwise provided in this Agreement, during its term each party relinquishes its right under Section 3505 of the California Government Code to compel the other to meet and confer in good faith with regard to any proposed change in the wages, hours or other terms and conditions of employment of attorneys represented by DCCA with respect to any matter covered herein. Otherwise, nothing in the Agreement shall be construed as a waiver by either party of any rights conferred under the MMBA, PERB regulations, or court precedent.

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

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

16. CONCERTED ACTIVITIES

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

16.2 DCCA 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 DCCA, DCCA agrees in good faith to take all necessary steps to cause those employees to cease such action.

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

17. IMPLEMENTATION AND EFFECT

This MOU constitutes a mutual recommendation to be submitted to the County Board of Supervisors for approval on June 21, 2022. It is agreed that this MOU shall not be binding upon

the parties either in whole or in part unless and until said Board of Supervisors acts formally to approve said MOU.

18. SAVINGS PROVISION


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

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

For the County:

  
Tami Douglas-Schetz,  
Management Representative

For DCCA:

  
Brian Stack,  
DCCA President

Dated: 6/6/2022

Dated: 6/6/22

APPROVED AS TO FORM AND LEGAL EFFECT

RITA L. NEAL  
COUNTY COUNSEL

By:   
Jenna Morton,  
Chief Deputy County Counsel

Dated: 6/9/22


**SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF SAN LUIS OBISPO  
DEPUTY COUNTY COUNSEL ASSOCIATION**


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 continue to contribute \$139 per month for each retired employee enrolled in a County medical insurance plan. At the point the minimum monthly employer contribution that otherwise would have been required under PEMHCA exceeds \$139 per month, the County will contribute an amount equal to that minimum contribution. The minimum monthly employer contribution for subsequent years shall be equal to the minimum monthly PEMHCA employer contribution as determined annually by CalPERS.

DATED: \_\_\_\_\_

So Agreed:

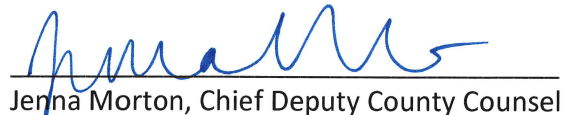
  
\_\_\_\_\_  
For DCCA

  
\_\_\_\_\_  
For the County

APPROVED TO FORM AND LEGAL EFFECT:

RITA L. NEAL  
County Counsel

By:

  
\_\_\_\_\_  
Jenna Morton, Chief Deputy County Counsel

Dated:

6/9/22