

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF SAN LUIS OBISPO AND
THE SAN LUIS OBISPO COUNTY SHERIFFS MANAGERS’ ASSOCIATION
JULY 1, 2022 – JUNE 30, 2025**

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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 "County"), and the San Luis Obispo County Sheriffs Managers' Association (hereinafter referred to as "the Association" or "SLOCSMA").

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 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 Association's principal authorized agent shall be the SLOCSMA's President or his/her duly authorized representative address: PO BOX 1642, San Luis Obispo, CA 93401; Telephone (805) 781-4580.

1.2 Recognition

1.2.1 Pursuant to section 3500 et seq. of the Government Code of the State of California, the County of San Luis Obispo recognized on April 15, 2010 the San Luis Obispo County Sheriff's Managers' Association as the exclusive representative of the employees in the Law Enforcement-Operations and Staff Unit (Bargaining Unit 15) comprised of the following classifications: Sheriff's Correctional Lieutenant, Sheriff's Commander, Sheriff's Chief Deputy, and Sheriff's Correctional Captain.

1.2.2 The term "employee" or "employees" as used herein shall refer to those persons in this Unit occupying positions not otherwise designated as confidential, which are allocated as permanent full-time, or permanent part-time working 12 months per year, normally working 40 hours or more per pay period. Not included within the term "employee" are all other persons in part-time positions, temporary or extra help or persons on contract with the County.

2. TERM

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

3. RENEGOTIATION

In the event either party wants to negotiate a successor Agreement, such party shall serve upon the other on or before January 30 of the final year of this Agreement, its written request to begin negotiations for a successor Agreement. Negotiations shall begin no later than thirty (30) days after such receipt of the initiating party's notice. If neither party files a timely request to begin negotiations, this Agreement shall fully terminate at midnight on June 30, 2025.

4. COUNTY RIGHTS AND RESPONSIBILITIES

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

To manage and direct its business and personnel; to manage, control and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue the work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and overtime; to schedule working hours 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.

5. SALARIES

5.1 Wage Increases

5.1.1 Commencing the pay period including July 1, 2022, or the pay period following Board of Supervisors approval of this agreement, whichever occurs later, wages for all unit members shall be increased by 2.5%, resulting in the following salary ranges:

Class	Title	July, 2021 Range	July, 2022 Range
331	Sheriff's Chief Deputy	7274	7456
2593	Sheriff's Commander	6555	6719
357	Sheriff's Correctional Lieutenant	5938	6086
378	Sheriff's Correctional Captain	6910	7083

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

Class	Title	July, 2022 Range	July, 2023 Range
331	Sheriff's Chief Deputy	7456	7642
2593	Sheriff's Commander	6719	6887
357	Sheriff's Correctional Lieutenant	6086	6238
378	Sheriff's Correctional Captain	7083	7260

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

5.2 Additional Salary Step

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

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

6. RETIREMENT CONTRIBUTIONS

6.1 County "Pick-Up" of Employee Retirement Contribution

6.1.1 There is no Employer Paid Member Contribution (EPMC) for any portion of the employee's contribution to the Pension Trust.

6.1.2 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 regarding the employees' contribution to the Pension Trust.

6.2 Increases in Pension Costs

6.2.1 Any increase in pension contribution rates for all pension tiers shall be split equally (50/50) by the parties as adopted by the Board of Supervisors after receipt of actuarial data. Any resulting pension contribution 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.

6.2.2 For the term of this Agreement only, employees' pension contribution rate will not increase for the time period for July 1, 2022 through June 30, 2025.

6.2.2.1 To ensure compliance with PEPRA, the parties agree that the County will monitor the pension contribution rate for Tier 3 (PEPRA) members to ensure that the provisions of this section do not result in the Tier 3 member contribution rate falling below 50% of normal costs based on actuarial data. If the provisions of this section would cause the Tier 3 member contribution rate to fall below 50% of normal costs, the contribution rate shall be adjusted so that Tier 3 members will pay at a minimum 50% of the normal cost rate.

7. PREVAILING WAGE ORDINANCE

7.1 Compliance

7.1.1 The parties agree that the compensation set forth herein, as found in Article 5, complies with the requirements of County Code Section 2.48.180.

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

8. RETIREMENT

8.1 Reciprocal Benefits

8.1.1 The San Luis Obispo County Employees Retirement Plan will continue to provide for reciprocal benefit treatment with the California Public Employees Retirement System (CalPERS) which incorporates through the reciprocity agreement with CalPERS other contract agencies, counties and municipalities that are also reciprocal with CalPERS,

provided, however, that any Plan amendments which may be necessary to maintain that status shall require approval of both parties.

8.2 Tier 1 Retirement

8.2.1 Effective December 31, 2006, a pension enhancement of 3% @ 55, Single Highest Year, with a 90% benefit cap was established for safety (non-sworn) members of this unit.

8.2.2 A pension enhancement of 3%@50, Single Highest Year, with a 90% benefit cap, effective December 31, 2006, was selected for sworn Supervisory Law Enforcement unit employees.

8.2.3 Deferred Retirement Option Plan (DROP)

8.2.3.1 Employees in the bargaining unit are eligible for the DROP program in accordance with the terms of the County Retirement Plan.

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

8.3 Tier 2 Retirement

8.3.1 Effective November 13, 2011, a second tier plan was established and includes the following major benefit provisions:

8.3.1.1 Retirement formula 3%@55 (sworn); 2.7%@55 (safety non-sworn);

8.3.1.2 90% benefit cap;

8.3.1.3 2% COLA, no carryover;

8.3.1.4 No deferred retirement option plan (DROP);

8.3.1.5 3 year average final compensation

8.4 Tier 3 Retirement

8.4.1 Effective January 1, 2013, a third tier plan was established for all "new members," in compliance with the Public Employees' Pension Reform Act (PEPRA).

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

9. HEALTH CARE COVERAGE AND OTHER BENEFITS

9.1 General Provisions

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

9.1.2 The County agrees to maintain a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing employees with access to various health and welfare benefits on a pretax basis. Also pursuant to Section 125 of the Internal Revenue Code, participants may participate in flexible spending accounts to be used for out-of-pocket medical expenses and dependent care expenses on a pretax basis.

9.1.3 Under this Agreement for those employees who elected County medical insurance under this section, the County will contribute a total of \$1,300 per month.

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

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

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

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

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

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

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

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

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

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

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

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

9.2.1 Employees will be enrolled in one of the medical plans offered by the County, unless they opt out of participation following submission of proof of 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.

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

9.2.2.1 The County will pay \$1,178 per month to each employee who elects to "opt out" of a County-sponsored medical plan.

9.2.2.2 The employee will receive the cafeteria amount pursuant to 9.2.2.1 for as long as the employee continually elects to opt out after January 1, 2016.

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

9.2.2.4 Effective for the first paycheck in January, 2020, the opt out payment and provisions specified in section 9.2.2 shall be eliminated for employees represented by SLOCSMA, and the provisions specified in section 9.2.3 below shall apply.

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

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

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

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

9.3 Other Cafeteria Plan Provisions

9.3.1 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 9.2), and dependent medical, if any. As soon as administratively feasible, the County Cafeteria Plan contributions shall be spent in the following order: employee-only medical insurance (except as noted in Section 9.2); dependent medical, if any; employee-only vision; dependent vision, if any; employee-only dental; and dependent dental, if any. The County's obligation to make these contributions shall not exceed the total Cafeteria Plan contributions in Section 9.1.

9.3.2 The parties agree that the Cafeteria Plan contribution provided for in this Agreement was negotiated for the benefit of those persons who remain in County employment and was not intended to apply to former employees who leave County employment as of the date the Board of Supervisors approves this Agreement.

9.4 Health Savings Account (HSA)

9.4.1 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.

9.5 Pro-ration of Benefits

9.5.1 Part-time employees hired after February 7, 2006, will receive pro-rated cafeteria plan contributions based on hours worked, paid leave and/or time off granted under the Voluntary Time Off Program (VTO). Pro-ration will be applied to the Cafeteria Plan Allowance indicated in Section 9.1, less the Public Employees Medical Hospital Care Act (PEMHCA) minimum as determined by CalPERS each year. The PEMHCA minimum will then be added to this pro-rated amount for a total contribution.

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

9.5.3 Any current employee employed with the County on or before February 7, 2006, that separates from County employment due to layoffs, who is subsequently

reinstated or reemployed pursuant to Civil Service Rules, will resume receiving the full Cafeteria Plan Allowance as specified in Section 9.1 of this agreement.

9.6 Voluntary Employee Beneficiary Association (VEBA)

9.6.1 Parties agree that SLOCSMA may participate in the County's current Voluntary Employee Beneficiary Association (VEBA). SLOCSMA, as representative of the San Luis Obispo County Sheriffs Managers' Association, BU15, agrees to enter into the program under guidelines developed by the County. It is agreed that any agreed-upon Post Employment Health Plan (PEHP) will be funded by the employee's accrued sick leave balance in accordance with Article 23, herein. Currently the County has a VEBA plan in force that allows for a Universal VEBA and the County has the right to continue, modify or replace this plan. Final approval will be made by the County.

9.6.2 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 SLOCSMA. Effective upon Board of Supervisors approval of this agreement, for employees who separate from County employment, the sick leave payout in accordance Article 22 – Sick Leave Accrual and Payoff shall be contributed to VEBA .

10. UNIFORM PROVISIONS

Effective the pay period following Board of Supervisors' approval of this agreement, a uniform allowance of ninety-five dollars (\$95.00) per month shall be provided to employees in the unit required by the County to maintain and regularly wear a Department designated uniform.

11. HEALTH AND SAFETY

The County agrees to provide body armor for unit members, provided it is worn in accordance with Department policy.

12. ANNUAL LEAVE

12.1 County Code Reference and Exceptions

12.1.1 The parties agree that the County Code Section 2.44.070 shall apply to matters relating to the annual leave program.

12.1.2 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.

13. HOLIDAY LEAVE FOR PERMANENT PART-TIME EMPLOYEES

13.1 County Code Reference and Exceptions

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

13.1.2 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.

13.1.3 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.

14. VACATION LEAVE

14.1 County Code Reference and Exceptions

14.1.1 The parties agree that the County Code Section 2.44.050 shall apply to matters relating to vacation time.

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

1. The total number of vacation hours which may be accrued at any time is 320 hours.
2. Employees shall be permitted to receive pay-in-lieu of up to 40 hours of vacation time per fiscal year. Employees wanting to “sell back” this time shall have a minimum balance of 200 hours accrued and must have utilized a minimum of 40 hours of 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.

14.1.3 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.

15. MILEAGE

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

16. SAFETY EQUIPMENT ALLOWANCE

16.1 County Code Reference

16.1.1 The parties agree that the County Code Section 2.53.020(a), Allowance-Amounts shall provide:

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

16.1.2 In addition to the County Code referenced above, the following provision shall apply:

1. Each safety employee in BU15 with fifteen (15) years of service with the Sheriff's Department shall receive one thousand five hundred dollars (\$1,500) to replace or purchase additional equipment listed in County Code 2.53.010, effective the start of the pay period following the completion of their fifteenth year of service.
 - a) Current employees who have fifteen or more years of service as of July 1, 2022 shall receive the additional \$1,500 payment effective the pay period including July 1, 2022, or the pay period following Board of Supervisors' approval of this agreement, whichever occurs later.
 - b) If an employee had previously received a payment to replace or purchase additional equipment prior to becoming a BU15 member, the employee shall not receive this \$1,500 payment.

16.1.3 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.

17. DEFERRED COMPENSATION PROGRAM

Unit members shall continue to be eligible to join the County's Deferred Compensation Plan in accordance with the terms of the plan.

18. HOLIDAYS

18.1 County Code Reference and Exceptions

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

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

18.1.3 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.

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

19. ASSOCIATION SECURITY-DUES DEDUCTION

19.1 Automatic Payroll Deduction

19.1.1 In coordination with SLOCSMA, the County agrees to automatic payroll deduction of SLOCSMA dues and additionally agrees to automatic deduction of SLOCSMA premiums which are not duplicative of or competitive with the County insurance plans for which the members of said unit are eligible. Such deduction shall become effective

with the start of the first payroll period after receipt of the appropriate written and voluntary employee authorization form as developed mutually by the parties and signed by the employee. County further agrees to issue a monthly check, payable to the SLOCSMA, for the total amount of the individual deductions.

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

20. SICK LEAVE

20.1 County Code Reference and Exceptions

20.1.1 The parties agree that the County Code Section 2.44.060 shall apply to matters relating to sick leave.

20.1.2 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.

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

21. SICK LEAVE HOURS EXCHANGE FOR VACATION HOURS

21.1 Provisions

21.1.1 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.

21.1.2 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, Article 15, Vacation Time, of this agreement, shall apply with respect to maximum number of hours of accrued vacation privilege hours.

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. SICK LEAVE ACCRUAL AND PAYOFF

22.1 County Code Reference and Exceptions

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

22.1.2 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:

Payment shall be one-half of accrued sick leave at the employee's current rate of pay, up to a maximum payment of one-half of 260 working days. This payment shall be contributed to the employees' VEBA as stated in Article 9.6 – Voluntary Employee Beneficiary Association (VEBA).

22.1.3 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.

23. ADMINISTRATIVE LEAVE

Employees will be provided with a maximum of seventy-two (72) hours of administrative leave each fiscal year. This represents an increase from the forty-eight (48) hours employees were previously provided, and is in recognition of the additional hours employees are required to work for emergency call-out situations. The 72 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.

24. CAREER INCENTIVE

24.1 Eligibility and Allowance

24.1.1 A career incentive allowance shall be paid to eligible full-time employees as follows:

24.1.1.1 Effective the pay period following Board of Supervisors' approval of this agreement, a career incentive allowance in the amount of seven hundred dollars (\$700.00) shall be paid monthly for possession of a Peace Officers Standards and Training Supervisory Certificate during the first two years of employment in the classifications of Sheriff's Commander and Sheriff's Chief Deputy. After two years of employment in these two classifications, the career incentive allowance shall continue only for possession of a Peace Officers Standards and Training Management Certificate.

24.1.1.2 Effective the pay period following Board of Supervisors' approval of this agreement, a career incentive allowance in the amount of seven hundred dollars (\$700.00) shall be paid monthly to employees in the classifications of Sheriff's Correctional Lieutenant and Sheriff's Correctional Captain for successful completion of the Standards and Training for Corrections (STC) Manager/Administrator Core Course and/or the POST Management Course.

24.1.1.3 Employees are only eligible to receive one career incentive allowance for possession of either the POST Management Certificate or completion of the STC Manager/Administrator Core Course and/or POST Management Course and shall not receive multiple allowances if they possess the POST Management Certificate and have completed the STC Manager/Administrator Core Course and/or POST Management Course.

25. AUTOMATIC PAYROLL DEPOSIT

Direct deposit of County paychecks into a financial institution of the employee's choice will be required for all employees hired on or after May 24, 2005.

26. SAVINGS PROVISION

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

27. FULL UNDERSTANDING, MODIFICATION, WAIVER

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

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

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

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

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

28. 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.

29. IMPLEMENTATION AND EFFECT

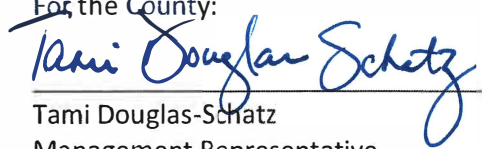
This Memorandum of Understanding constitutes a mutual recommendation to be submitted to the County Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until the Board of Supervisors acts formally to adopt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

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


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

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

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

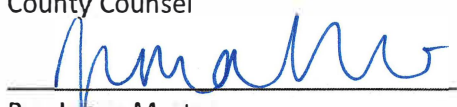
For the County:

Tami Douglas-Schatz
Management Representative

Dated: 6/8/2022

For SLOCSMA

Nathan Paul
President of SLOCSMA

Dated: 6/7/2022

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: Jenna Morton
Chief Deputy County Counsel

Date: 6/9/2022

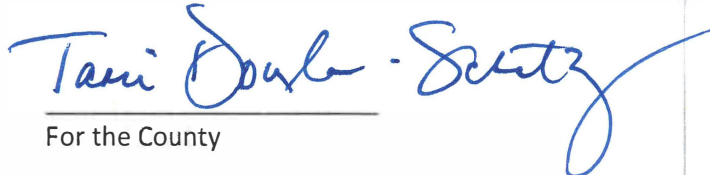
**SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SAN LUIS OBISPO
AND THE SAN LUIS OBISPO COUNTY SHERIFFS MANAGERS' ASSOCIATION**

SLOCSMA unit members working during a locally proclaimed County emergency or in response to an out-of-county mutual aid request shall receive compensation for all hours worked in excess of forty (40) hours per week after initially working ten (10) additional unpaid hours as follows:

- a. Employees must initially work 10 additional unpaid hours in response to a locally proclaimed County emergency or in response to an out-of-county mutual aid request (such as working 50 hours in the first week, or by accumulating the additional 10 unpaid hours over multiple consecutive weeks like working 45 hours the first week and 45 hours the next week). After the initial 10 hours are worked, each hour worked over 40 hours per week will be paid.
- b. Employees must be working during the emergency or out-of-county mutual aid request and in support of the emergency or out-of-county mutual aid request.
- c. These additional hours will be paid at straight time, will not count towards time in service, and will be non-pensionable.

DATED: 6/7/2022

So Agreed: 
For SLOCSMA


For the County

APPROVED TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: 
Jenna Morton, Chief Deputy County Counsel

Dated: 6/9/2022

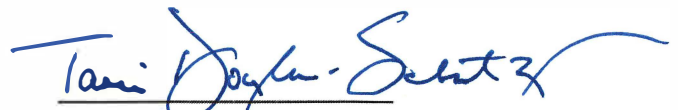
**SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SAN LUIS OBISPO
AND THE SAN LUIS OBISPO COUNTY SHERIFFS MANAGERS' ASSOCIATION**

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 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: 6/7/2022

So Agreed: 
For SLOCSMA


For the County

APPROVED TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: 
Jenna Morton, Chief Deputy County Counsel

Dated: 6/9/2022