

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE COUNTY OF SAN LUIS OBISPO**  
**and**  
**SAN LUIS OBISPO PROSECUTORS' ASSOCIATION**  
**JULY 1, 2023, THROUGH JUNE 30, 2025**

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF SAN LUIS OBISPO  
AND THE SAN LUIS OBISPO PROSECUTORS' ASSOCIATION  
2023-2025

1. DESIGNATION OF THE PARTIES ..... 4

2. TERM ..... 4

3. RECOGNITION..... 4

4. RENEGOTIATION..... 5

5. COUNTY RIGHTS AND RESPONSIBILITIES ..... 5

6. WORK SCHEDULES..... 6

7. WORK LOCATION..... 6

8. SALARIES..... 7

    8.1 Salaries for 2023/24 and 2024/25 ..... 7

9. RETIREMENT CONTRIBUTION ..... 8

    9.1 Pension Pick-Up..... 8

    9.2 Pension Contributions..... 9

10. RETIREMENT..... 9

11. HEALTH BENEFITS ..... 9

    11.1 Health Coverage and Other Benefits..... 9

    11.2 Employees Not Enrolled in a County Medical Insurance Plan (Opt Out) ..... 10

    11.3 Other Cafeteria Plan Provisions..... 11

    11.4 Health Savings Account (HSA) ..... 11

    11.5 Health Plan Committee ..... 11

    11.6 Pro-ration of Benefits ..... 12

12. OTHER BENEFITS..... 12

    12.1 Bar Dues..... 12

    12.2 Education Allowance ..... 12

    12.3 Wellness..... 14

    12.4 Mileage Reimbursement ..... 14

    12.5 Bilingual Pay..... 14

    12.6 Sick Leave..... 14

    12.7 Voluntary Employee Beneficiary Association (VEBA)..... 14

    12.8 Sick Leave Exchange for Vacation..... 14

    12.9 Holidays ..... 15

12.10 Admin Leave ..... 16

12.11 Vacation Time ..... 16

12.12 Deferred Compensation ..... 16

12.13 State Disability Insurance for SLOPA Bargaining Unit Members..... 17

13. STEP PLACEMENT AND LEAVE ADJUSTMENT FOR NEWLY HIRED ATTORNEYS WITH PRIOR EXPERIENCE ..... 17

13.1 Advanced Sick Leave..... 17

13.2 Accelerated Vacation Accrual Rate ..... 17

13.3 Salary Step Placement ..... 17

14. STEP MOVEMENT IN CONJUNCTION WITH AN ANNUAL PERFORMANCE EVALUATION ..... 17

15. UNION SECURITY ..... 17

16. USE OF COUNTY FACILITIES ..... 18

17. FULL UNDERSTANDING, MODIFICATION, WAIVER ..... 18

18. CONCERTED ACTIVITIES..... 19

19. IMPLEMENTATION AND EFFECT..... 19

20. SAVINGS PROVISION ..... 19

SIDE LETTER TO THE 2023-2025 MEMORANDUM OF UNDERSTANDING ..... 21

SIDE LETTER TO THE 2023-2025 MEMORANDUM OF UNDERSTANDING.....27

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF SAN LUIS OBISPO  
AND THE SAN LUIS OBISPO PROSECUTORS' ASSOCIATION  
2023-2025

1. DESIGNATION OF THE PARTIES

1.1 This Agreement is entered into by and between the County of San Luis Obispo (hereinafter "County"), and the San Luis Obispo Prosecutors' Association (hereinafter "SLOPA," "Association" or "Union").

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 SLOPA's principal authorized agent shall be SLOPA's President or his/her duly authorized representative (address: County Government Center, San Luis Obispo, CA 93408; Telephone: [805] 781-5800).

2. TERM

The County and SLOPA agree that the term of this Agreement commences on July 1, 2023, except as otherwise set forth in any other Article of this Agreement 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 San Luis Obispo Prosecutors' Association, Bargaining Unit 4, as the exclusive representative of the employees in the San Luis Obispo Prosecutors' Association.

3.2 The Union 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 04 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 SLOPA, Bargaining Unit 04

Job ID	Classification Title	Bargaining Unit
308	Deputy District Attorney I	BU04
309	Deputy District Attorney II	BU04
311	Deputy District Attorney III	BU04
314	Deputy District Attorney IV	BU04

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 SLOPA'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 SLOPA 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 Bargaining Unit 04 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 District Attorney. 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 2023/24 and 2024/25

8.1.1 Effective the beginning of the pay period that includes July 1, 2023, the County shall increase the salaries of bargaining unit personnel by 2.5%, resulting in the following salary ranges:

Class	Title	Range	Monthly Range
308	DEPUTY DISTRICT ATTORNEY I	3929	\$6,809.96-\$8,690.93
309	DEPUTY DISTRICT ATTORNEY II	4550	\$7,886.67-\$10,067.20
311	DEPUTY DISTRICT ATTORNEY III	5262	\$9,120.80-\$11,641.07
314	DEPUTY DISTRICT ATTORNEY IV	6587	\$11,417.47-\$14,570.40

8.1.2 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 following Board of Supervisor's approval of this Agreement. 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. This will result in the following salary ranges:

Class	Title	Range	Monthly Range
308	DEPUTY DISTRICT ATTORNEY I	4125	\$7,150.00-\$9,126.00
309	DEPUTY DISTRICT ATTORNEY II	4778	\$8,281.87-\$10,569.87
311	DEPUTY DISTRICT ATTORNEY III	5525	\$9,576.67-\$12,223.47
314	DEPUTY DISTRICT ATTORNEY IV	6916	\$11,987.73-\$15,298.40

8.1.3 Effective the beginning of the pay period that includes July 1, 2024, the County shall increase the salaries of bargaining unit personnel by 2.25%, resulting in the following salary ranges:

Class	Title	Range	Monthly Range
308	DEPUTY DISTRICT ATTORNEY I	4218	\$7,311.20-\$9,330.53
309	DEPUTY DISTRICT ATTORNEY II	4886	\$8,469.07-\$10,809.07

311	DEPUTY DISTRICT ATTORNEY III	5649	\$9,791.60-\$12,495.60
314	DEPUTY DISTRICT ATTORNEY IV	7072	\$12,258.13-\$15,645.07

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

8.1.5 The parties agree that the salary adjustments described herein comply with the requirements of County Code Section 2.48.180, which section is also known as the County Prevailing Wage Ordinance (PWO).

8.1.6 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 18, 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 Pension Trust. "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 have no 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 increases determined annually by the Pension Trust Board shall be split 50/50 between the County and Tier 1 and Tier 2 unit members, as adopted by the Board of Supervisors after receipt of actuarial data. Tier 3 unit 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 2023/24.

9.2.1.2 Effective the pay period including July 1, 2023, Tier 3 members shall receive a pension equity adjustment of 1.00%, resulting in a net 1.00% reduction of the employee contribution rate.

9.2.1.3 There shall be no pension contribution rate increase for Tier 1, Tier 2, and Tier 3 members for fiscal year 2024/25.

## 10. RETIREMENT

Retirement benefits for employees represented by SLOPA's 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.

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

11.1.2.1 The County shall contribute \$1,146 per month.

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

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

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

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

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

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

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

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

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

11.1.6 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.

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

11.2.1.2.1 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.

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

11.2.1.3 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:

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

11.2.1.3.2 Employees shall receive no cash out.

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

### 11.3 Other Cafeteria Plan Provisions

11.3.1 The current County Cafeteria Plan contributions are spent in the following order: employee-only vision; dependent vision, if any; employee-only dental; dependent dental, if any; employee-only medical insurance (except as otherwise noted in Section 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 11.1.1.

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.

### 11.5 Health Plan Committee

11.5.1 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 the County medical insurance plan.

#### 11.6 Pro-ration of Benefits

11.6.1 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 11.1.1, and 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 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 11.1.1.

11.6.3 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 11.1.1 of this Agreement.

11.6.4 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 Maximum Allowance.

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 and related accessories at a total cost NOT to exceed \$851.78 for the member for use consistent with the County's Acceptable Use Policy. Accessories purchased must be necessary for business use of the tablet. Recognizing the typical useful life of a tablet is 3 years, if this election is made it will not be available to the member for the following two years. Ownership of the tablet and accessories will remain with the County. Tablets and accessories purchased under this election must be returned to the County upon separation from County employment or upon purchase of a replacement tablet and/or accessories under this election. Employees who do not exercise this option shall continue to receive the annual allowance set forth above in section 12.2.1. If amounts claimed under this section are less than the full allowance, the remaining balance is available to the member for the current year under section 12.2.1.

### 12.3 Wellness

Employees shall be eligible to participate in the Management Wellness & Development program, and effective the pay period following Board of Supervisors approval, shall receive up to \$500 per year in reimbursement in accordance with the terms of such program. Said unit members will be bound by the same plan, rules, participation requirements, vendors, and limitations as are generally applicable to County Management. SLOPA 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

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

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

### 12.6 Sick Leave

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

12.6.1 As an exception to County Code 2.44.060, the following provision shall apply:

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

### 12.7 Voluntary Employee Beneficiary Association (VEBA)

Parties agree that SLOPA may participate in the County's current Voluntary Employee Beneficiary Association (VEBA). SLOPA 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 shall only be permitted to exchange those sick leave hours to the extent that a balance of thirty days remains.

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 fourth Friday of September (Native American 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 SLOPA represented employees in exchange for elimination of Admissions Day (September 9) as a paid holiday. An additional personal leave day (8 hours) has been established for SLOPA represented employees for a total of two personal leave days (16 hours). These 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. 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. These 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

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 cash out up to 80 hours of vacation time per fiscal year, provided that they have a balance of 80 vacation hours remaining after the hours are cashed out.

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. SLOPA 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 For SLOPA 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 an annual maximum County contribution of \$1,000 per employee per year.



### 12.13 State Disability Insurance for SLOPA Bargaining Unit Members

Unit members participate in SDI, which is funded through employee-paid payroll deduction.

### 13. STEP PLACEMENT AND LEAVE ADJUSTMENT FOR NEWLY HIRED ATTORNEYS WITH PRIOR EXPERIENCE

The provisions of this Article shall apply to attorneys having at least one year of full-time employment as a licensed attorney.

#### 13.1 Advanced Sick Leave

The District Attorney and Human Resources Director may authorize an advance of up to sixty (60) hours of Sick Leave to a newly hired 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.

#### 13.2 Accelerated Vacation Accrual Rate

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

#### 13.3 Salary Step Placement

13.3.1 For a newly hired experienced attorney, and as an exception to County Code section 2.48.030(a), the District Attorney and Human Resources Director may authorize an initial salary placement of up to top step in the applicable salary range.

### 14. STEP MOVEMENT IN CONJUNCTION WITH AN ANNUAL PERFORMANCE EVALUATION

14.1 As an exception to County Code 2.48.030, the District Attorney may accelerate an employee's step placement up to the appropriate step in the range in conjunction with the employee's annual performance evaluation.

### 15. UNION SECURITY

The County agrees to automatic payroll deduction of SLOPA dues and additionally agrees to automatic deduction for SLOPA 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. The County further agrees to issue a monthly check, payable to SLOPA, for the total amount of the individual deductions for dues.

SLOPA 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.

**16. USE OF COUNTY FACILITIES**

County agrees that SLOPA shall have the right to use:

16.1 A County bulletin board space allocated for reasonable SLOPA 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:

- 16.1.1 SLOPA recreational, social and related new bulletins;
- 16.1.2 Scheduled SLOPA meetings;
- 16.1.3 Information concerning SLOPA elections or the results thereof;
- 16.1.4 Reports of official business of SLOPA; and
- 16.1.5 Other materials concerning SLOPA business.

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

**17. 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 SLOPA with respect to any matter covered herein.

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 SLOPA.

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.

18. CONCERTED ACTIVITIES

18.1 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 SLOPA 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.

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

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

19. IMPLEMENTATION AND EFFECT

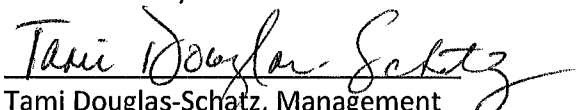
This Memorandum of Understanding constitutes a mutual recommendation to be submitted to the County Board of Supervisors for approval on October 17, 2023. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until said Board of Supervisors acts formally to approve said Memorandum of Understanding.

20. 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 SLOPA have executed this Memorandum of Understanding on the day and year first hereinabove set forth.

For the County:

  
Tami Douglas-Schatz, Management Representative

For SLOPA:

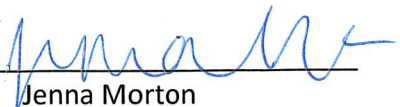
  
Julie Antos, SLOPA President

Dated: 10/6/2023

Dated: 10/4/2023

APPROVED AS TO FORM AND LEGAL EFFECT

RITA NEAL  
COUNTY COUNSEL

By:   
Jenna Morton  
Chief Deputy County Counsel

Dated: 10/9/23

**SIDE LETTER TO THE 2023-2025 MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF SAN LUIS OBISPO  
AND THE SAN LUIS OBISPO PROSECUTORS' ASSOCIATION REGARDING COUNTY  
CONTRIBUTIONS FOR RETIRED EMPLOYEES ENROLLED IN A COUNTY MEDICAL  
INSURANCE PLAN**

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, 2013, the County will continue to contribute \$151 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 \$151 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: 10/4/2023

So Agreed: *Julia Antos*  
For SLOPA

*Tami Douglas Schtz*  
For the County

APPROVED TO FORM AND LEGAL EFFECT:

RITA L. NEAL  
County Counsel

By: *Jenna Morton*  
Jenna Morton Chief Deputy County Counsel

Dated: 10/9/23

**SIDE LETTER TO THE 2023-2025 MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COUNTY OF SAN LUIS OBISPO AND THE SAN LUIS OBISPO PROSECUTORS'  
ASSOCIATION REGARDING INITIAL PROBATIONARY PERIOD**

The parties agree that the probationary period for employees initially hired into the classification of Deputy District Attorney I, Deputy District Attorney II, Deputy District Attorney III, or Deputy District Attorney IV shall be the equivalent of one year of full-time paid status. This provision shall apply to employees hired on or after October 19, 2021.

During the second six-month period of their probationary period, as an exception to 2.44.050(d)(1), Deputy District Attorneys I-IV are entitled to take days off using accrued leave including vacation.

DATED: 10/4/2023

So Agreed: *Julie Antos*  
For SLOPA

*Tami Douglas Schatz*  
For the County

APPROVED TO FORM AND LEGAL EFFECT:

RITA L. NEAL  
County Counsel

By: *Jenna Morton*  
Jenna Morton, Chief Deputy County Counsel

Dated: 10/9/23