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MEMORANDUM OF UNDERSTANDING BETWEEN COUNTY OF SANTA BARBARA AND SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 620

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MEMORANDUM OF UNDERSTANDING BETWEEN COUNTY OF SANTA BARBARA AND SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 620

Pursuant to the provisions of Government Code Sections 3500-3511 and Santa Barbara County Resolution 75-743, agreement has been reached between the County of Santa Barbara (hereinafter referred to as "County") and Service Employees International Union, Local 620 (hereinafter referred to as "Union") recognized as the majority bargaining representative for the following representation units:

20. Deputy Public Defenders;

23. Clerical Employees;

24. Non-Supervisory Administrative, Technical, Office and Health Services Employees;

25. Supervisory Administrative, Technical, and Health Services Employees;

26. Non-Supervisory Craft Workers, Technicians and Maintenance Services Employees;

27. Supervisory Craft Workers, Technicians and Maintenance Services Employees;

It is the general purpose of this Memorandum of Understanding to promote the mutual interest of the County and its employees and to establish rates of pay, and certain other terms and conditions of employment.

SECTION 1. Recognition

Pursuant to the provisions of the County Employee Relations Resolution 75-743 and applicable State law, the County of Santa Barbara hereby recognizes the Service Employees International Union, Local 620 as the certified majority representative of the employees in each of the above representation units. The term "employee" or "employees" as used herein shall refer only to employees employed by the County (excluding temporary or extra help) as well as such classes of employees as may be added hereafter through the provisions of the County's Employer-Employee Relations Resolution or applicable State law.

The Union agrees to provide the County's Human Resources Director with a list of Union officers and representatives who are authorized to meet and confer in good faith. The Union shall also provide the above officials with a list of all authorized staff representatives. In addition, the Union shall provide a list of stewards who can post materials on behalf of the Union. These lists shall be kept current by the Union.

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SECTION 2. Non-Discrimination

The provisions of this Memorandum shall be applied equally to all employees covered hereby without discrimination because of race, color, ancestry, national origin, sex/gender (includes pregnancy, childbirth, breastfeeding and/or related medical conditions), gender identity and/or expressions, sexual orientation, age, disability (mental and physical including HIV/AIDS), religion (includes religious dress and grooming practices), marital status. Medical condition (genetic characteristic, cancer or history of cancer) or genetic information, military or veteran status, Union membership or non-membership, or any characteristic or activity protected by state or federal law.

SECTION 3. Rights of the Parties

A. County Rights

The County retains, among other management rights, the exclusive right to determine the methods, means, and personnel by which County government operations are to be conducted, as well as to exercise complete control and discretion over its organization, operations, and technology of performing its work; to determine the mission, function and necessity of all or part of each of its constituent departments, boards and commissions and take all necessary actions to carry out their mission, functions and necessity, or any part thereof, as well as set standards of service to the public.

It also retains the sole right to administer the Civil Service system, to classify or reclassify positions, add or delete positions or classes to or from the Salary Ordinance; to establish standards for employment, promotion, and transfer of employees; to direct its employees, establish rules and regulations, take disciplinary action for proper cause, to establish work schedules and work assignments, contract out work, transfer work out of the unit, and to relieve its employees from duty for lack of work or other legitimate reasons. The County retains the right to be the sole judge, subject to its Civil Service Rules and Procedures, of the qualification and competence of its officers and employees.

Before implementing any decisions to contract out work or to transfer work out of the unit, the County shall notify the Union and upon request, negotiate the decision and the impact of such decision on employees' terms and conditions of employment, to the extent such terms and conditions are within the scope of representation.

For purposes of this agreement, "contracting out work" and "transferring work out of the unit" refer to situations in which the County decides to contract out or transfer work out of the unit pursuant to State law which was provided by County employees in June 1989 and which results in the layoff, reduction in hours or otherwise directly impacts the wages, hours or other terms and conditions of employment (within scope of representation) of County employees. Furthermore, "contracting out work" and "transferring work out of the unit", shall also refer to situations in which vacant bargaining unit positions are contracted out or transferred out of the unit.

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If the Union requests to negotiate a decision to contract out work or transfer work out of the unit, the subjects of bargaining shall include: the reasons, the expected financial impact and the anticipated impact on the quality of services provided.

The County shall have the right to initiate the foregoing contracting out procedure three times during each year: specifically, the County will give notice of a desire to contract out work performed by Local 620 represented employees only in the months of July, October and February. If the decision to contract out services would result in an employee being subject to layoff, the contract shall not be implemented any earlier than 30 days after notice to the Union, unless the parties mutually agree.

The County reserves the right to take whatever action may be necessary in an emergency situation; however, a Recognized Employee Organization affected by the action shall be notified promptly of any such emergency action which affects matters within the scope of the representation.

This section is not intended to restrict consultation with employees or employee representatives about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

B. Employee Rights

Employees of the County shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation of all matters of employee relations. Employees shall also have the right to represent themselves individually in their employment relations with the County. No employee shall be interfered with, intimidated, restrained, coerced, unduly influenced or discriminated against because of their exercise of these rights.

Members of the Santa Barbara County Chapter Board shall be allowed up to forty (40) hours of time off without loss of pay each calendar year to attend SEIU Local 620 Chapter Board meetings dealing with MMBA issues between the parties.

Management employees shall not represent non-management employees on matters within the scope of representation. Confidential employees shall not represent non-confidential employees on matters within the scope of representation. This provision does not otherwise limit the right of confidential employees to be members of and to hold office in employee organizations of their choice.

Employees' rights and obligations regarding use of the County's computers and computing resources are governed by the County's Acceptable Use Policy. The parties agree that occasional and incidental use of County computing resources for union business is allowable within the parameters of the Acceptable Use Policy, so long as such use does not interfere with the performance of work duties, the effective delivery of services, result in any cost to the County, or unduly compromise the security of County systems.

SECTION 4. Union Security

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A. The County will deduct the dues and insurance premiums from employees in the above-mentioned representation units who have authorized said dues deductions and insurance premiums in writing on forms prescribed by the Auditor-Controller and will transmit such deductions to the Union.

The County shall provide deduction reports including: deduction code, employee name, employee ID number, budget unit, bargaining unit, salary range number, pay step, amount deducted, year to date deductions and LOA status.

B. Payroll/Dues deductions from employees represented by the Union shall be changed quarterly by the County upon written authorization from the Union, when authorized in advance by the employee. Payroll deductions for Union insurance and benefit programs shall be changed by the County upon written authorization from the Union when authorized in advance by the employee.

C. Maintenance of Membership - All regular unit employees who on the effective date of this MOU are members of the Union in good standing and all such employees who thereafter voluntarily become members of the Union shall maintain their membership in the Union in good standing during the term of this MOU, subject however, to the right to resign from membership during Pay Period 17 annually.

The County will not honor cancellations of dues deductions for employees covered by this Agreement during the term of the MOU except during the window period specified above. Any Union member may exercise his/her right to resign by submitting a notice in writing to the Union and to the County during the resignation period.

When the Auditor-Controller receives a written request to cancel membership in the Union, the Auditor will promptly fax a copy of the notice to the Union. If the Auditor-Controller does not receive notice from the employee that he/she has rescinded the cancellation request within four (4) work days of faxing the request to the Union, the Department will proceed to implement the dues cancellation. The Auditor-Controller will accept oral requests from the employee to rescind the notice provided the employee subsequently confirms the rescission in writing.

Cancellation forms received by the County from employees covered by this Agreement outside of the resignation period described above shall be transmitted to the Union in the usual manner and time frames. The Union shall then promptly provide any and all members for whom it has received a cancellation form a letter explaining the Maintenance of Membership provision, a copy of the MOU and a reference to this Section of the agreement describing the window period. The County shall refrain from any notice regarding the window period, but may respond to questions from employees.

Union members who cancel their membership during the term of this MOU shall be required to pay an agency fee if an agency shop provision is in effect in the unit

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member's bargaining unit, unless the employee qualifies for a religious exemption set forth under subsection D(3) below.

D. The County shall provide the Union written notice by email of County-wide new employee orientations [no matter how few participants, and whether in person or online] at least ten (10) business days prior to the event. Representatives of the Union shall be permitted to make a presentation of up to twenty (20) minutes, and present written materials, during a portion of the orientation. No representative of management shall be present during the Union's presentation. The presentation shall not include any statements or materials of a defamatory nature.

As required by Senate Bill 191 through June 30, 2025, if the union is not provided opportunity to meet in-person with new hires within their applicable bargaining unit(s) within thirty (30) days of hire, then a union representative will be entitled to schedule an in-person meeting at the worksite during employment hours. The newly hired employee shall be relieved of other duties in order to attend this meeting, during which the union representative would be authorized to communicate with newly hired employees in the applicable bargaining unit for up to 30 minutes on paid time. The County will be required to provide appropriate onsite meeting space within 7 calendar days of receiving a request from a union representative. This provision will be effective through June 30, 2025, unless otherwise extended by law.

E. The Union agrees to indemnify, defend, and hold the County harmless against any claims made of any nature and against any suit instituted against the County arising from its check off for the dues, insurance or benefit programs of the Union, or its failure to do so.

F. The County will provide a copy of the new hire list, termination list, and bargaining unit change list each pay period to the Union. The lists will include employee name, date of hire/termination/or bargaining unit change, work city code, classification code, department code, and representation unit code. For this service the Union agrees to reimburse the incurred costs of $52 per fiscal year to the County.

G. The County agrees to provide the Union with mailing labels containing the names, department name, job class title and number and worksite location code for all employees within Union represented units once each fiscal year during the term of this agreement. The Union agrees to pay the incurred cost of $50.00 each year for these mailing labels. The County agrees to provide the Union with County e-mail addresses for represented employees and to update the list quarterly upon request from the Union.

SECTION 5. Bulletin Boards

A. The County shall provide designated bulletin board space on existing bulletin boards for the Union, the size and location to be determined jointly by departmental management and the Union. All materials to be posted must be non-defamatory in

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nature, must be approved and signed by a Union official and shall be used for the following subjects:

1. Union recreational, social and related news bulletins;
2. Scheduled meetings;
3. Information concerning Union elections or the results thereof;
4. Reports of official business of the Union, including reports of committee or the Board of Directors.

B. In cases where the Union, in whole or part, represents more than one bargaining unit at a work location, the space described above will become the bulletin board space for all employees represented by the Union at the work location.

C. The Union may continue to maintain and use the two (2) bulletin boards previously placed in the Administration Building and the North County Cook Street Office. The use of these bulletin boards shall be governed by A above.

SECTION 6. Maintenance of Benefits

Except as set forth in this Memorandum of Understanding, and unless the Union agrees to reopen negotiations on a particular bargaining subject, the County and the Union agree that there shall be no changes during the life of this Memorandum of Understanding in the wage rates, benefits, or other terms and conditions of employment subject to the meet and confer process established by this Memorandum of Understanding or by any County Regulation, Ordinance or Resolution, except by mutual agreement of the parties, or as required by Federal or State law or regulations. The County agrees to meet and confer with the Union on discretionary matters where mandatory changes in Federal or State law would significantly affect terms and conditions of employment within the scope of representation for employees covered by this Memorandum of Understanding.

The County or the Department shall notify the Union of any proposed change in County Rules, Regulations, Ordinances or Resolutions on subjects which are beyond the scope of the meet and confer process, but the practical application of which directly affects employees represented by the Union. The County agrees to meet and consult with the Union on any such proposals, upon request of the Union.

SECTION 7. Voluntary Furlough

Employees may participate in a voluntary furlough program. The program is contained in a letter of understanding between the parties and is set forth in the attached appendix.

SECTION 8. Medical and Dental Coverage

A. For new employees, medical and dental coverage benefits under this Section shall be effective at the beginning of the month that immediately follows the employee's first pay period of employment in a regular position. Part-time employees must be employed a minimum of fifty percent (50%) of full-time in order to be eligible for insurance benefits.

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B. Preferred Provider Organization (PPO), Health Maintenance Organization (HMO) and Exclusive Provider Organization (EPO) medical plans and County Self-funded and HMO dental plans shall be available to employees.

C. Employees may select coverage from the following options:

Medical Plans*
- EPO Medical Plan(s)
- PPO Medical Plan(s)
- HMO Medical Plan(s)

* All medical plans include employee assistance program coverage.

Dental Plans
- County Self-funded Dental Plan
- HMO Dental Plan

D. Medical Contributions

During the term of this agreement, the County shall pay a base contribution of up to 100% of the employee-only Low Option EPO medical plan. Employees enrolling in medical plans having an employee-only premium amount lower than the Low Option EPO shall receive a base contribution of 100% of the employee-only premium for that plan.

In addition to the base contribution stated above,

In plan year 2024 the County shall provide a flat dollar amount of $50, twice monthly, to employees enrolled in a medical plan at the EE+1 level, and $310, twice monthly, to employees enrolled in a medical plan at the EE+2 level.

In plan year 2025 the County shall provide a flat dollar amount of $125, twice monthly, to employees enrolled in a medical plan at the EE+1 level and $440, twice monthly, to employees enrolled in a medical plan at the EE+2 level.

In plan year 2026 the County shall provide a flat dollar amount of $138, twice monthly, to employees enrolled in a medical plan at the EE+1 level, and $553, twice monthly, to employees enrolled in a medical plan at the EE+2 level.

In plan year 2027 the County shall provide a flat dollar amount of $154, twice monthly, to employees enrolled in a medical plan at the EE+1 level, and $620, twice monthly, to employees enrolled in a medical plan at the EE+2 level.

The above base contributions and flat dollar amounts are based on full-time employment; part-time employees shall receive prorated amounts based on their percentage of full-time employment. Medical premium amounts that exceed the County's base contribution and flat dollar amounts shall be paid by the employee through payroll deductions.

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E. Dental Contributions

The County shall contribute up to $13.03 twice monthly toward the cost of the twice monthly premium for employee-only dental plan coverage. These contributions are based on full-time employment; part-time employees shall receive a prorated contribution based on their percentage of full-time employment. Dental plan premiums that exceed the County's twice monthly contribution shall be paid by the employee through payroll deductions.

E. Employees may ensure their eligible dependents (including registered domestic partners as defined below) under the medical and dental plans listed in C above, in accordance with the rules and regulations applicable to obtaining said dependent coverage.

F. The County's existing Labor/Management Health Oversight Committee shall include one voting Union representative or his/her alternate. Up to two employee representatives shall receive reasonable release time to attend committee meetings.

G. Except as indicated above, the administration of the committee shall be governed by the committee members themselves. The Human Resources Director shall act as the coordinator for committee. Decisions reached and recommendations made by the committee shall be subject to the meet and confer process.

H. The Union acknowledges that health insurance is a valuable benefit to employees and a major cost to the County and that the increase in health insurance costs is included in the cost of living index or CPI. The Union pledges its full cooperation to the County in the implementation of measures to control the costs of employee health insurance.

I. The parties agree that, during the term of this agreement, upon notification by the Union that it has a proposal to present, the County and the Union will meet and confer regarding the subject of a Union-sponsored health plan.

J. If two regular County employees are either a) married to each other or b) registered as domestic partners as specified below, and are both eligible for a contribution from the County toward employee-only medical and dental coverage, they may consolidate the County contributions toward the premium cost for "employee plus dependents" coverage held by one of the employees. In this situation, one employee (referred to below as the "spouse" or "partner") becomes a dependent on the other employee's (referred to below as the "primary employee") medical and dental coverage.

In order to be eligible under this provision, all of the following conditions must be met:

- Both employees are covered by the same medical and dental plan;
- The spouse or partner is insured as a dependent on the primary employee's medical and dental plan insurance;
- The spouse or partner has waived employee-only coverage;
- Both employees have authorized the consolidation of contributions on a form prescribed by the Human Resources Director;

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- In the case of domestic partnerships, the employees must be so registered with a domestic partner registry maintained by a California city, county, the State of California, or a public jurisdiction in another state provided the affected employee(s) sign the County's Declaration of Domestic Partnership form. Employees registering as domestic partners shall be responsible for all tax consequences of this benefit.

The amount of the consolidated contributions shall be that amount which would otherwise be contributed by the County toward the employee's and the spouse's or partner's employee-only premiums for the respective medical and dental plans less the cost for participation by the spouse or partner in the Employee Assistance Program and the County's healthcare advocacy program. The appropriate contributions shall be made by the respective departments employing each employee.

SECTION 9. Health Insurance Benefits During Medical Leave of Absence

Employees who are placed on a leave of absence resulting from a medical condition including injury, illness, pregnancy or childbirth shall receive the County contribution toward health plan coverage for a leave period up to eighteen (18) months. Premium amounts exceeding the County contribution and for dependents shall be the responsibility of the employee during the leave period. If an employee has paid leave accruals in excess of eighteen (18) months at the start of the leave, the County will continue to make its contribution toward health coverage while paid leave is being used and until such time as the paid leave is exhausted.

SECTION 10. Flexible Spending Account Plan

A. All full-time and part-time employees in Union represented classifications shall be eligible to participate in the County sponsored Flexible Spending Account Plan.

The Flexible Spending Account Plan will include the following salary reduction options:

1. Pre-Tax Health Insurance Premium Option - for employees and their dependents;
2. Pre-Tax Health Care Spending Account Option;
3. Pre-Tax Dependent Care Spending Account Option
4. Pre-Tax Life Insurance Premium Option;
5. Pre-Tax Personal Accident Insurance Program;

These options are described in detail in the Flexible Spending Plan Legal Document which is available to all employee organizations. Compensation received in accordance with Section 11 (Benefit Allowance) may be used by employees to fund the options described above. All salary reduction amounts are included in base salaries for the purpose of computing retirement earnings and are subject to appropriate Internal Revenue Service regulations.

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As soon as practicable after ratification of this agreement by Local 620 members and adoption by the Board of Supervisors, the County shall add a pre-tax "Qualified Parking Expense Reimbursement" option to the Commuter Benefits Plan.

The County shall meet and confer with the Union prior to revising the benefit options. The County agrees not to implement plan revisions unless a majority of recognized employee organizations agree to the proposed changes.

B. Benefits selected under this plan cannot be changed during the plan year except for a change in family status consistent with the benefit change. Enrollment in the plan shall be offered on an annual basis at the beginning of the plan year. New employees may enroll within the first thirty (30) days of employment. Continued operation of the program shall be subject to County administrative procedures.

SECTION 11. Benefit Allowance

A. The County shall contribute $236.51 per pay period per full-time employee as a benefit allowance. Regular part-time employees are eligible for this allowance based on a prorated equivalent of their employment status. The benefit allowance, which is received in cash, has a primary purpose of allowing employees to fund employee and dependent health insurance costs. Employees may also use the allowance to fund options in the Flexible Spending Account Plan and/or receive the remainder in cash. This allowance will be paid on a biweekly basis to each regular employee based on the prorated number of non-premium hours paid in a pay period.

B. Effective November 19, 2018, the biweekly value this Benefit Allowance was converted to an hourly rate and incorporated into base pay, and the allowance was eliminated.

SECTION 12. Sick Leave

A. Each regular full-time or regular part-time employee shall accrue sick leave at the rate of .0463 hours for each hour in a regular pay status excluding overtime, call-back and standby duty.

B. Unused sick leave shall be cumulative from year to year, with no accrual limit.

C. Sick leave usage may not exceed the employee's accrued sick leave balance reported on the Leave Report at the end of the pay period immediately preceding the pay period in which the leave is taken.

D. A department head may require evidence in the form of a physician's certificate, or otherwise, of the adequacy of the reason for any employee's absence during the time for which sick leave was requested. Under no circumstances is sick leave to be used in lieu of, in addition to, or as vacation. The Auditor may require a physician's certificate from the department in order to determine correctness of payroll records.

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E. When a member of his immediate family or other "designated person" is seriously ill or injured and requires his presence and attendance, an employee may be allowed by their appointing authority to use up to six days (48 hours) of their accumulated sick leave to attend such family member or other "designated person"; provided, that not more than six days per year may be allowed for the illness or injury of any one member of the employee's immediate family or other "designated person". Notwithstanding the above limitations, subject to department head approval, an employee may exceed the six-day limit to care for an immediate family member or other "designated person" who has a catastrophic or life threatening illness as verified by a physician's statement.

F. Up to a maximum of five days (40 hours) of an employee's accumulated sick leave may be allowed by their appointing authority to an employee for absence from duty because of any and each death in the employee's immediate family or other "designated person".

G. For the purposes of Section E and F above, "immediate family" is defined as husband, wife, domestic partner, parent, step parent, brother, sister, child, step child, grandparent, grandchild, and mother-in-law or father-in-law of the employee. "Designated person" means a person identified by the employee at the time the employee requests paid sick days, as defined by the Healthy Workplaces, Healthy Families Act of 2014, in Section 245.5 of the California Labor Code.

H. An employee may, when necessary and at the discretion of his department head, be granted up to two hours leave with pay to make voluntary nonremunerated blood donations to non-profit blood banks in the county. Time off in excess of two hours and up to an additional two hours may be used for this purpose, but such additional time off shall be charged to accumulated sick leave. Leave for the purpose of donating blood shall not exceed five times in any one calendar year.

I. Each regular full-time or regular part-time employee with Accumulated Unused Sick Leave balances in excess of 240 hours as of September 17, 1978, will be eligible for sick leave pay off. Upon termination of employment from county services, 50% of the value of the Eligible Accumulated Unused Sick Leave hours will be paid at the employee's hourly rate in effect as of September 17, 1978. Eligible Accumulated Sick Leave hours are defined as the Accumulated Unused Sick Leave hours between 240 hours and 960 hours reported as of September 17, 1978, or if less, then hours reported at the time of termination.

J. Any payment made under Section I above will be made only once to an employee in their work history with the County upon termination of employment. If an employee is subsequently rehired in the service of the County, incentive payment for Unused Sick Leave will not be applicable, and previous balances paid off upon termination will not be restored.

K. Except upon Layoff in accordance with Civil Service Rule XI, termination of County employment shall abrogate all sick leave accrued to the time of such termination, regardless of whether such person subsequently re-enters county employment or

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service, except that unused sick leave balances shall be reinstated for employees rehired into the County service within one year of separation.

L. Except as provided in Section I, no payment shall be made to any employee for unused sick leave accumulated to the employee's credit at the time of the employee's termination from county service. Employees may receive up to one year of service credit for unused accumulated sick leave at the time of retirement per applicable SBCERS plan documents.

M. Except as provided in Section I, no payment shall be made to any employee for unused sick leave accumulated to his credit at the time of his termination from county service.

SECTION 13. Family Care Leave

The County shall provide a Family Leave Care benefits program consistent with Sections 12945.2 and 19702.3 of the California Government Code. Specific details are set forth in the County Administrative Policies and Procedures Manual.

SECTION 14. Vacation

A. For each hour in a regular pay status, excluding overtime, call-back, and stand-by, each regular full-time or regular part-time employee shall accrue vacation based on continuous County service as provided in the chart below.

Continuous County Service	Hourly/Annual Accrual	Maximum Allowable Accrual
0- 2 yrs. (0- 24 mo.)	.0463 hrs./ 96 hrs.	288 hrs.
3- 4 yrs. (25- 48 mo.)	.0616 hrs./128 hrs.	288 hrs.
5-10 yrs. (49-120 mo.)	.0731 hrs./152 hrs.	360 hrs.
11-14 yrs. (121-168 mo.)	.0847 hrs./176 hrs.	390 hrs.
14+ yrs. (169+ mo.)	.0962 hrs./200 hrs.	420 hrs.

B. Annual vacation accrual may accumulate up to the Maximum Allowable Accrual provided for in the chart in A above, except that Deputy Public Defenders may accrue an additional 80 hours at each interval listed.

C. Notwithstanding the provisions of Sections A, and B above, an employee absent due to a work-related injury, receiving Workers Compensation Temporary Disability and unable to take vacation may accrue vacation above the Maximum Allowable Accrual. Following his/her return to work, the employee shall make every reasonable effort to promptly take vacation in excess of the Maximum Allowable Accrual.

D. No payment in lieu of vacation shall be made to any employee except upon separation of employment. Separating employees shall be paid for accumulated vacation as of the date of separation. "Separation" means separation from regular status County employment, and does not include regular employees who transfer, promote or

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demote within departments of the County and maintain regular status County employment.

E. An employee is not entitled to vacation credits or accrual unless or until they have been a regular employee for six (6) continuous months. Consequently, a person failing to complete such service receives no payment for vacation credits upon termination. Employees who separate from County service after six (6) months of continuous service with the County and who are subsequently rehired as regular employees within two (2) years of separation are not required to wait an additional six (6) months before being entitled to vacation credits or accrual, and may request to use vacation per Section 14 Paragraph G below.

F. Vacation shall not include any regular holidays taken during a vacation period.

G. Employees may be required to take vacation with reasonable notice. In addition, employees may request vacation use. A reasonable effort shall be made to allow vacations to be taken at times convenient to the employee, so long as such use is consistent with the needs of the service and work load of the department. The County shall not administer this provision in an arbitrary or capricious manner.

H. Vacation usage may not exceed the accrued vacation balance reported at the end of the prior pay period.

I. At the time of appointment in units represented by the Union, employees appointed from outside Santa Barbara County government service from either a city, county, state agency, federal agency or special district, shall receive credit for their prior years' of public agency service as a regular (i.e. not temporary hourly or extra help) employee toward their annual vacation accrual rate if that regular public agency service ended within six months of the date of County employment.

J. In addition to any credit provided for in Paragraph I, above, permanent employees who separate from County service and then return may recoup their past service credit for purposes of vacation accrual under the following conditions:

a. Employees may be absent from County service no more than three consecutive years; and
b. Employees must have left County service in good standing and their last two performance evaluation ratings prior to leaving County service must have been satisfactory or above.

Former service credit, in such cases, shall be combined with the new and current employment, in addition to any received in accordance with Paragraph I, above, in determining the employee's vacation accrual rates.

SECTION 15. Leave Donation

Purpose

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To provide a mechanism for assisting employees who have exhausted paid leave due to a serious or catastrophic illness or injury. This provision allows a regular County employee to donate the monetary value of accrued vacation, holiday or overtime hours to a specific employee who has exhausted his/her own available leave balances. Serious or catastrophic illness or injury is defined as the employee's own adverse medical condition which requires the employee to be absent from work for more than twenty (20) consecutive work days, or a similarly debilitating illness or injury of the employee's immediate family member (as defined in Section 12, Paragraph G) requiring the employee's attendance.

Conditions

A. To receive leave donations, an employee:
- must have been employed in a regular position for a minimum of six months;
- must be absent from work due to his/her own catastrophic illness or injury for more than twenty consecutive work days (as verified by a physician's statement), or be absent from work in order to attend his/her immediate family member who has a catastrophic illness or injury (as verified by a physician's statement); and
- must have exhausted all earned leave balances (including sick leave [if related to the employee's own illness], vacation, overtime and holiday credits); except however, the appointing authority may approve the solicitation/acceptance of leave donations prior to all balances being exhausted, when the physician's statement and leave balances indicate the probable exhaustion of balances within two pay periods.

B. Donated leave shall be changed to its cash value at the donor's base rate of pay and then credited to the recipient in equivalent hours of vacation at the recipient's base rate of pay.

C. Donations:
- are voluntary;
- are made from accrued vacation, holiday or overtime balances; donation of sick leave is not permitted; must be for a minimum of eight (8) hours, in whole hour increments; are irrevocable, and if any donated hours remain at the end of the recipient's catastrophic leave, they shall remain available for the sole use of the recipient; and
- are taxable on the part of the recipient, in accordance with IRS regulations, and are subject to withholding as required by law.

D. An employee may not donate more than eighty (80) hours to any other individual employee.

E. The total donations received into his/her vacation balance by an employee shall normally not exceed 1040 hours; however, donations in excess of 1040 hours may be considered and approved by the recipient's appointing authority.

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F. Upon approval of a request for donations, the appointing authority (or his/her designee) shall, at the employee's request, notify other employees of the eligible employee's need for donations by email and/or by posting a notice on departmental bulletin boards accessible to employees; confidential medical information shall not be included in the notice. If the eligible employee is in his/her original probationary period, the notice will include a statement of that fact.

G. Donations shall be administered according to procedures established by the Auditor-Controller, and requested on a form prescribed by the Auditor-Controller. Signed approvals of the receiving and donating employees must be properly provided before a donation is processed.

H. Nothing in this section shall be construed to modify the employment relationship between the County and the receiving employee, or to restrict the County's management rights. Neither shall this section modify existing County rules, policies or agreements regarding unpaid leave of absence or family care leave.

SECTION 16. Salaries

A. Effective as soon as practicable upon ratification of this MOU by the union membership and approval by the Board of Supervisors, salaries for classifications represented by the union shall be increased by 5.0%.

Effective in Pay Period 2025-15 (June 23, 2025), salaries for classifications represented by the union shall be increased by 3.0%.

Effective in Pay Period 2026-15 (July 6, 2026), salaries for classifications represented by the union shall be increased by 2.5%.

B. Employees in Deputy Public Defender I, II, and III classifications who are on step-based salary ranges and employees in Deputy Public Defender IV and Senior classifications on salary broad bands shall be eligible for merit step/performance-based increases on the first day of the pay period in which their salary anniversary date, as defined in Civil Service Rule 408, occurs.

Movement within the salary range for Deputy Public Defender I, II, and III classifications shall be governed by Civil Service Rule 409. Increases on the salary band for Deputy Public Defender IV and Senior classifications shall be 0% for less than satisfactory performance, 2% for satisfactory performance, and 3.5% for exceptional performance, which will be based on each employee's overall rating for the period of review.

SECTION 17. Salary Inequity Adjustments

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A. Once each year in February, the Union shall have the right to request that the County review the salary placement of up to twelve (12) classifications that meet one or more of the following criteria:

1. Significant turnover;
2. Difficulty recruiting;
3. Internal misalignment with classifications(s) with similar responsibilities or duties;
4. Range or salary compaction; and/or
5. External misalignment with classification(s) with similar responsibilities or duties within the following jurisdictions:
   a.) Comparison Counties: Marin, Santa Cruz, San Luis Obispo, Sonoma, Monterey, Placer, Solano; and,
   b.) One or more relevant local public and/or private agencies including but not limited to: Cities of: Santa Barbara, Santa Maria, Lompoc and/or San Luis Obispo; Santa Barbara County Superintendent of Schools, Santa Barbara City College, Allan Hancock College, UCSB, California State Polytechnic University San Luis Obispo, Santa Maria-Bonita School District; Vandenberg Air Force Base; Cottage Hospital, Marian Hospital, Lompoc Hospital, Valley Hospital.

B. Requests for review will include the following information:

1. Class(es) to be studied:
2. Which criteria set forth above are applicable;
3. Supporting data that justifies the request;
4. Any known or anticipated compaction or "ripple effects" created by an adjustment
5. Percentage increase proposed; and
6. Estimated cost of salary inequity requested (including any known benefit cost adjustments).

C. The Human Resources Department will conduct the review and provide copies of the results to the Union and the affected department(s). Following completion of the review or sixty days after the Union's submittal of the information set forth in Paragraph B, whichever is sooner, and upon request of the Union, the parties shall meet and confer regarding the results. Costs of agreed upon salary inequity adjustments shall be in addition to any salary increases arising out of Section 16 (Salaries).

D. The County agrees to provide the Union, upon request, reports indicating the number of positions allocated and filled within represented bargaining units.

E. During the term of this agreement. equity increases to base salaries shall be provided as follows:

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1. The classifications of Deputy Public Defender I, Deputy Public Defender II, and Deputy Public Defender III shall receive an equity adjustment totaling 2.0% over the term of the contract and will be issued as follows:

   1.00% - Effective as soon as practicable following Union ratification, and approval of the Board of Supervisors.
   0.50% - Effective the first day of Pay Period 2025-15 (June 23, 2025).
   0.50% - Effective the first day of Pay Period 2026-15 (July 6, 2026).

2. Effective in the first full pay period in January 2025 (January 6, 2025), base wages for the following job classification series shall receive an equity adjustment as follows:

   Aircraft Mechanic: 15.00%

3. Effective in Pay Period 2026-15 (July 6, 2026), base wages for the following job classification series shall receive an equity adjustment as follows:

   Behavioral Wellness Team Supervisor – Practitioner: 8.00%
   Child Support Officer: 6.00%
   Epidemiologist: 5.00%
   Heavy Truck Driver: 5.98%

SECTION 18. Overtime

Regular employees shall be eligible for overtime compensation in accordance with the following provisions.

A. Overtime shall be authorized in advance by the department head or his/her designee.

B. Overtime for non-exempt employees under the Fair Labor Standards Act (hereafter referred to as FLSA) will be defined as any hours worked beyond forty (40) hours in a seven-day work period, exclusive of standby and call-back time. For the purpose of computing overtime, all regular, scheduled work hours including paid leave time, except for sick leave, shall be considered time worked.

C. Overtime work is compensable at the rate of time and one-half the regular rate as computed in accordance with FLSA. Hours worked shall accrue in increments of tenths (1/10) of an hour (6 minutes), subject to a minimum of two-tenths (2/10) of an hour (12 minutes).

D. Overtime shall be placed in a Compensatory Overtime account at the rate of time and one-half or paid in the pay period in which earned at the rate of time and one-half, at the discretion of the department head or his/her designated representative. The maximum allowable balance in the compensatory overtime account shall be 240 hours. A direction to take off compensatory overtime by the department head or his

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designated representative shall be given to the employee at least forty-eight (48) hours before the time off is to be taken.

E. If an employee wishes to take compensatory time off it shall be requested at least 48 hours in advance. Denial of a request for compensatory time off is subject to a determination by the department head that it would unduly disrupt the operations of the department. Compensatory Overtime shall be used before any leave-without-pay is granted pursuant to Rule XIV of the Santa Barbara County Civil Service Rules.

F. Except upon termination of employment, hours in the Compensatory Overtime account as of the last pay periods ending prior to June 30 and the last pay period of the payroll year shall be paid off in cash based on the employee's regular hourly rate of pay in effect at the time of payment. Payments for compensatory overtime hours are taxable as lump sum payments in accordance with IRS and State Franchise Tax Board regulations and are subject to withholding as required by law. Overtime earned in the pay period in which a cash payoff is made shall not be included in the automatic payoff of the account balance.

G. The County shall determine and identify those classifications which are exempt from overtime compensation. The determination shall be in accordance with the requirements of the Fair Labor Standards Act. Classifications which have been designated as exempt shall not receive overtime, except in an emergency as provided below. The Union and the County acknowledge that the County does not claim its exemption under the FLSA for some classifications.

H. Employees in classifications exempt from overtime compensation are eligible for administrative leave in accordance with the provisions of Section 19.

I. Regular employees in classifications exempt from overtime compensation and therefore not otherwise eligible for overtime pursuant to this agreement shall be paid for overtime worked during an emergency as follows:

1. No overtime compensation shall be paid for overtime work during an emergency for the first twelve (12) hours of such emergency overtime work;

2. Overtime compensation shall be paid at straight time for the second twelve (12) hours of emergency overtime work; and

3. Overtime compensation shall be paid at the rate of time and one-half for all hours of overtime worked in excess of twenty-four (24) hours during any such emergency.

J. "Emergency" for the purposes of Paragraph I of this agreement shall mean an emergency in the County of Santa Barbara, duly declared in writing by the Board of Supervisors, the County Executive Officer, or Deputy County Executive Officer, and shall also include emergencies in other jurisdictions in the State of California, approved in writing as an emergency by the County Executive Officer or Deputy County Executive Officer of the County of Santa Barbara.

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K. Overtime eligible part-time employees who work beyond their regularly scheduled work hours but less than the maximum allowable in their work period, shall be paid at straight time.

L. The County recognizes the value that many employees place on a regular work schedule. The County, however, retains the right to adjust employee work schedules for operational reasons. Employee schedules shall not be altered for arbitrary or capricious reasons.

M. The non-supervisory nursing classifications listed below shall receive overtime compensation at the rate of time and one-half for work performed beyond forty (40) hours in a seven-day work period. Employees in these classifications are not eligible for administrative leave.

The County shall identify the classifications listed below as "non-exempt" on all appropriate documents. It is the intent of the parties that such classifications shall be compensated in the same manner as all other "non-exempt" classifications represented by the Union.

The non-supervisory nursing classifications affected by this provision are:

Licensed Vocational Nurse
Mental Health Nurse
Psychiatric Nurse I/II
Psychiatric Nurse, Senior
Public Health Nurse
Staff Nurse
Staff Nurse, Senior

N. Employees in affected classifications in the Fire Department who are assigned to an emergency incident shall be considered on duty from the time they leave for the incident until the time they return from the incident. All hours spent in response to such incidents will be considered as hours worked. These portal to portal pay provisions shall remain in full force and effect unless and until either party serves notice on the other party to modify or eliminate them.

SECTION 19. Administrative Leave

Employees in classifications exempt from overtime compensation are eligible for administrative leave in accordance with the following provisions:

A. Purpose. Salaried employees are compensated for meeting the requirements and performing the duties of their job regardless of the number or scheduling of hours worked. Such employees may be required periodically or routinely to work long or irregular hours, and to attend various meetings and functions outside of normal "business hours" to fulfill their responsibilities.

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Due to standards of public accountability and the resulting need for all employees to account for all time for which they are compensated, the County has created a vehicle to record paid time off not charged to accrued leave balances when a salaried employee occasionally works less than his/her regular schedule. This paid time off is called administrative leave. The purpose of administrative leave is to provide a process for authorized leave time to record amounts to be paid to salaried employees when their pay period total regular hours plus any use of vacation, holiday or sick leave is less than their normal schedule (e.g., 80 hours for full-time employees).

B. Approval Required. Salaried employees do not have a right to administrative leave. This leave is not an entitlement, is not related to hours worked (i.e., leave is not granted on an hour-for-hour worked basis), nor is it subject to accrual or payment for unused leave. Use is completely discretionary, upon approval of the department head. Department heads may approve administrative leave in recognition of extraordinary work assignments, excessive work time beyond normal work schedules or to reward outstanding individual performance.

C. Procedure. Salaried employees, after having recorded any regular, sick leave, holiday and/or vacation taken as appropriate in a pay period, may use administrative leave with the approval of their department head. The department head may grant a salaried employee up to 80 hours of administrative leave per payroll year. The County Executive Officer may approve additional administrative leave upon the written request of the department head.

SECTION 20. Uniform Allowance

A. Employees in the classifications listed below shall be provided one complete work uniform and an additional shirt and pair of trousers at the time of employment and a uniform allowance of $10.00 per pay period. If an employee receiving such a uniform terminates employment with the County within 12 months following date of hire, the final compensation shall be reduced by an amount pro-rated by the number of months, or major fractions thereof, remaining between the date of termination and the end of the 12-month period from the date of employment. The uniform allowance shall be available to the following classifications:

Animal Control Officer I/II*
Animal Control Officer, Supervising*
Animal Shelter Attendant*
Assistant Naturalist
Chef**
Cook**
Laundry Coordinator
Naturalist
Park Operations Supervisor
Park Ranger Grounds
Park Ranger Trainee/I/II/III
Parking Enforcement Officer
Sheriff's Evidence Officer

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Sheriff's Intake/Release Specialist
Sheriff's Utility Worker
Storekeeper (Sheriff's Office)
Other Sheriff's office and Probation Department personnel required to wear a uniform

* Animal Control Officers and Animal Shelter Attendants shall each be provided five (5) uniform shirts, five (5) uniform pants, one uniform jacket and a uniform belt at the time of employment. Worn or damaged uniform items shall be replaced in conformance with County policy.

** Positions in the Probation Department receive five (5) shirts and two (2) sweatshirts instead of the work uniform described above.

B. The County shall provide lab coats to employees required to wear lab coats while on duty.

C. Employees in the Cook, Sheriff's Institution classification shall receive an allowance of $5.00 per pay period to purchase and maintain non-skid safety shoes approved by the Sheriff or his designee.

D. Where employees are eligible to receive reimbursement for purchasing safety footwear, claims must be for the actual amount of the cost of the footwear not to exceed $200.00. Employees will be responsible for any amount exceeding this limit. Employees should discuss their eligibility with their supervisor or manager for pre-approval prior to making purchases or submitting claims.

E. Where prescription safety glasses are required, reimbursement shall be provided up to a maximum of $225.00.

SECTION 21. Mileage Reimbursement

Employees who, when authorized by their department, use their personal vehicle for County business shall be reimbursed for each mile driven on County business. Said reimbursement shall be at the amount per mile exempted by the Internal Revenue Service for reporting of income.

SECTION 22. Shift Differential Pay

Effective Pay Period 2026-15 (July 6, 2026) Parts A, B, and C will sunset and be replaced by the following:

An employee shall receive additional compensation at the rate of three dollars ($3.00) per hour for all hours worked on a shift between 5:30 p.m. and 7:00 a.m. and in locations where these classes are regularly assigned shift work.

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A. An employee shall receive additional compensation at the rate of seventy-five cents (75¢) per hour for all hours worked on a shift when the majority of hours worked on the shift are between 5:30 p.m. and 7:30 a.m. and in locations where these classes are regularly assigned shift work.

B. In lieu of compensation set forth in paragraph A above, employees shall receive additional compensation at the rate of one dollar and fifty cents ($1.50) per hour for all hours worked on a shift when the majority of hours worked on the shift are between 12:00 midnight and 7:00 a.m. and in locations where these classes are regularly assigned shift work.

C. Notwithstanding A and B above, in a situation where an employee works a shift evenly divided before and after 12:00 midnight, the employee shall receive additional compensation in the amount of seventy-five (75¢) per hour for one-half the hours worked on the shift, and one dollar and fifty cents ($1.50) for one-half the hours worked on the shift.

D. Notwithstanding A, B, and C above, all employees in Local 620 represented job classifications shall receive additional compensation of $5.00 per hour for all hours worked on a shift in the Crisis Stabilization Unit (CSU) or the Psychiatric Health Facility (PHF) when the majority of hours worked on the shift are between 12:00 midnight and 7:00 a.m.

SECTION 23. Special Duty Allowance

A. Psychiatric Health Facility

All Union represented classifications employed at the Psychiatric Health Facility (PHF) or the Crisis Stabilization Unit shall receive a ten percent (10%) special duty allowance.

B. County Jail and Juvenile Hall

(1) Employees in classifications specified below and employed at the County Jail and Juvenile Hall shall receive a five percent (5%) special duty allowance.

- All licensed nursing classifications
- All employees in the Behavioral Wellness Practitioner job classification series
- Behavioral Wellness Recovery Assistant
- Behavioral Wellness Peer Support Specialist (Trainee & Certified)
- Behavioral Wellness Caseworker
- Psychiatric Technician

General Services Department employees in the following classifications:

- Building Maintenance Workers/Supervisor

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- HVAC Specialist
- Maintenance Electrician
- Maintenance Carpenter
- Maintenance Plumber
- Maintenance Painter

Effective Pay Period 2026-15 (July 6, 2026) the classification series of Administrative Office Professional will be eligible under this provision.

(2) General Services Department employees in building maintenance classifications not regularly employed at the County Jail and Juvenile Hall, but who are occasionally assigned to perform work there shall receive an additional $2.00 for each hour worked in the County Jail and Juvenile Hall.

D. All park ranger classifications assigned to Lake Cachuma or Jalama Beach parks shall receive a five percent (5% special duty allowance.

In additional all incumbents in park ranger classifications assigned to these locations who possess valid Emergency Medical Technician (E.M.T.) certification, shall receive a special duty allowance of $50.00 per pay period. Effective Pay Period 2026-15 (July 6, 2026) this amount will be increased to $75.00 per pay period. Additionally, and effective on the same date, all Park Ranger classifications who possess a valid Emergency Medical Technician (E.M.T.) certification shall receive this special duty allowance.

D. Employees in the Maintenance Worker classification who are regularly assigned duties required to maintain County operated waste water systems shall receive a special duty allowance of 5% for earning Grade 1 certification from the California Water Environment Association (CWEA) and an additional 5% for CWEA Grade 2 certification.

E. One (1) Public Works Department employee in the job classification of Maintenance Worker I/II, or Urban Forestry Maintenance Worker I/II, who is regularly assigned duties in the Urban Forestry Unit of the Transportation Division that require journeyman level knowledge, skills and abilities in the concrete construction trade as certified by the Public Works Director shall receive a ten percent (10%) special duty allowance.

F. Up to three employees in the Public Works Departments who maintain an Agricultural Pest Control license and who are regularly assigned specialized duties outside their job classification(s) in relation to this licensure shall receive an additional biweekly allowance equivalent to 5% of the biweekly step E salary for the classification of Pesticide Specialist.

F. One employee in the Urban Forestry job classification series who maintains a Certified Arborist designation from the International Society of Arboriculture (ISA) and is regularly assigned specialized duties related to this certification shall receive a 10% special duty allowance.

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G. Up to four individuals in the General Services IT Division in the job classifications of EDP Office Automation Specialist I/II or EDP Network Technician I/II/III job classifications who are regularly assigned supervisory duties shall receive a 5% special duty allowance for the duration of the period these duties are assigned.

H. Individuals in the classification of Laboratory Assistant or Medical Assistant who earn and maintain the certificate of Certified Phlebotomy Technician required by the State of California and who are required to perform phlebotomy duties as a regular part of their work assignments in the Public Health Department shall receive a 10% special duty allowance.

I. Employees in Auditor-Controller's Department in the following job classifications who maintain a Certified Public Accounting license shall receive a 5% special duty allowance:

- Accountant – Auditor I/II/III
- Audit Supervisor
- Cost Analyst I/II
- Financial Accounting Analyst I/II/Sr.
- Financial Systems Analyst I/II/Senior

J. Employees in the Public Works Department who are regularly assigned duties that require operating a crane shall receive a 3% special duty allowance for earning and maintaining a valid certificate of competency as required by the State of California to operate the type of crane used by the Department.

K. Effective Pay Period 2026-15 (July 6, 2026), employees in the Behavioral Wellness Department regularly assigned to the Mobile Crisis Unit and whose duty assignments require in-person interaction with clients during crisis response shall receive a five percent (5%) special duty allowance.

SECTION 24. Weekend Differential

A. Employees in the classifications listed below who work scheduled weekend hours shall receive additional compensation of $2.00 per hour for all weekend hours worked. Weekend hours begin Friday at 5:30 PM and end Monday at 7:00 AM.

Behavioral Wellness Caseworker
Behavioral Wellness Rehabilitation Specialist
Behavioral Wellness Recovery Assistant
Behavioral Wellness Peer Support Specialist (Trainee & Certified)
Behavioral Wellness Team Supervisor
Alcohol and Drug Service Specialist
Clinical Lab Scientist
Clinical Lab Scientist, Senior
Clinical Psychologist I/II/Sr.
Clinical Social Worker I/II/Sr.

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Licensed Vocational Nurse
Psychiatric Technician I/II
Behavioral Wellness Practitioner I/II/Associate
Patient Representative
Psychiatric Nurse I/II/Sr.
Psychiatric Nurse Supervisor
Public Health Nurse
Recreational Therapist
Staff Nurse
Staff Nurse, Sr.

B. Notwithstanding the provisions in Section 24 A above, all employees in Local 620 represented job classifications who work weekend hours in the Crisis Stabilization Unit (CSU) or the Psychiatric Health Facility (PHF) shall receive additional compensation of $5.00 per hour for all weekend hours worked. Weekend hours begin Friday at 5:30 PM and end Monday at 7:00 AM

SECTION 25. Call Back

A. Meetings on Regular Day Off: Employees shall be compensated for a minimum of two (2) hours of work time as provided by the overtime policy when the employee is required to attend a staff meeting during the employee's regular day off.

B. Voluntary Call In, While not on Standby Duty: An employee who is eligible to receive overtime pay, but who is not assigned to or restricted by "Stand-By Duty" per Section 26 of this memorandum, shall receive a minimum credit of two hours of work time as provided by the overtime policy if the employee reports to a job site in response to a call from the departmental supervisor or other authorized official. Such employee shall not be considered to be in a stand-by status or eligible for stand-by pay.

C. Call Back Resulting from Standby Duty: Employees assigned to and restricted by "Standby Duty" shall be compensated for call back pursuant to the provisions of Section 26 of this MOU.

SECTION 26. Standby Pay

Employees assigned to stand-by duty by their department heads shall be compensated and governed by the following:

A. Stand-by duty requires that employees so assigned:

1. be ready and take steps immediately to respond within a reasonable time to calls for their service;
2. be readily reachable by telephone or paging device;
3. remain within a specified distance or time from their work stations; and
4. refrain from activities which might impair their ability to perform their assigned duties.

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B. Compensation shall be at the rate of $3.00 per hour for each hour on such stand-by duty and shall be paid at the same time as scheduled for the pay period in which the stand-by duty was performed. As soon as practicable upon ratification by the union and approval by the Board of Supervisors, the rate for standby pay shall increase by $1.00 to $4.00 per hour.

Compensation for Deputy Public Defenders who serve as the Duty Deputy shall be at the rate of $768.00 per pay period and shall be paid with other wages for the pay period in which the stand-by duty was performed.

C. Stand-by pay, when properly authorized, shall be paid for a minimum of one hour.

D. In addition to the hourly rate provided above, employees shall receive a payment of $10.00 for each call received between the hours of 12:00 midnight and 6:00 a.m.

E. Employees other than those exempted from overtime compensation shall, when called to active duty while on stand-by status, be compensated for such active duty at the applicable overtime rate. Work time for an employee called to active duty while on stand-by status shall begin at the time of notification to report to a job site and shall continue until the employee completes work and returns to home (or the location called out from), the nearest regular work site or the county line, whichever is the shortest distance. A minimum of one hour at the appropriate rate shall be paid in those cases when an employee on stand-by status is required to report to a job site, but the minimum shall not apply for work performed at another location.

F. No employee shall be paid for stand-by duty time and other compensable work time simultaneously. For instance, an employee subject to part E above who is on stand-by duty and is called back to active duty will be paid for that time in accordance with part E. Such employee will not be paid for stand-by duty and active callback duty at the same time.

G. During the term of this agreement, upon request of the Union, the parties shall meet and confer on this Section.

SECTION 27. Language Allowance

BILINGUAL

An. employee, whose duty assignments require regular and frequent use of bilingual language skills in English and either Spanish or Hmong or any other language including but not limited to American Sign Language shall be designated by the department head to receive a bilingual allowance. The department head shall designate the employee in writing to the Human Resources Director prior to being effective. The employee shall retain such bilingual designation only until a change in assignments is reported in writing by the department head to the Human Resources Director. Additional compensation for bilingual duties is payable as an allowance and not as part of basic salary, but shall be payable at the same time as a regular compensation. When a full-time employee is assigned by a department head to duties

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requiring regular and frequent use of bilingual language skills he/she shall receive an allowance of $95.00 per pay period. When a part-time employee is assigned to bilingual duties, the bilingual allowance shall be prorated and paid on the same basis that the part-time position is filled and compensated.

A. Employees in classifications in which the primary responsibility is to interpret/translate between English and any other language shall not be eligible for this allowance.

B. As used in this section, the phrase "regular and frequent" means at least once each working day, or at least five times each work week. Payment for the bilingual language skill is restricted to the actual needs of the position. An employee's ability to read, write, or speak a foreign language, occasional or incidental use of foreign language skills or the use of bilingual language skills other than for the purpose of meeting the requirements of the job shall not warrant a bilingual allowance

C. The parties agree that a new standardized testing process will be in place no later than July 2022. The new standardized testing requirement to qualify for bilingual pay would be prospective; upon implementation, it would not apply to an employee currently receiving bilingual pay unless:

i. There is a valid business reason regarding that particular employee's ability to perform bilingual duties, validated by documentation, or
ii. An employee applies for or is given a new or different assignment. position excluding lateral transfers within the same department.

The new testing requirement does not change other current MOU terms related to bilingual assignments.

TRILINGUAL

Effective as soon as practicable following Union ratification, and approval of the Board of Supervisors, up to three (3) employees in the Nutrition Services/WIC Unit of the Public Health Department whose duty assignments require regular and frequent use of trilingual language skills in English, Spanish and Mixtec may be designated by the department head to receive a trilingual allowance. The department head shall designate the employee in writing to the Human Resources Director prior to being effective. The employee shall retain such trilingual designation only until a change in assignments is reported in writing by the department head to the Human Resources Director. Additional compensation for trilingual duties is payable as an allowance and not as part of basic salary, but shall be payable at the same time as a regular compensation. When a full-time employee is assigned by a department head to duties requiring regular and frequent use of bilingual language skills he/she shall receive an allowance of $135.00 per pay period. When a part-time employee is assigned to bilingual duties, the bilingual allowance shall be prorated and paid on the same basis that the part-time position is filled and compensated.

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* Employees receiving trilingual pay may be utilized for assignments requiring bilingual skills in English and Spanish. Employees shall not receive both trilingual and bilingual pay simultaneously.

A. Employees in classifications in which the primary responsibility is to interpret/translate between English, Spanish and Mixtec shall not be eligible for this allowance.

B. As used in this section, the phrase "regular and frequent" means at least once each working day, or at least five times each work week. Payment for the trilingual language skill is restricted to the actual needs of the position. An employee's ability to read, write, or speak a foreign language, occasional or incidental use of foreign language skills or the use of trilingual language skills other than for the purpose of meeting the requirements of the job shall not warrant a trilingual allowance

C. The parties agree to meet and confer during the term of the contract, at the request of either party, regarding implementation of proficiency testing. Any proficiency testing implemented as a result would not apply to any employee already receiving trilingual pay unless there is a valid business reason regarding that particular employee's ability to perform trilingual duties, validated by documentation, or change of assignment which no longer requires use of regular and frequent trilingual skills.

SECTION 28. Holidays

A. Holidays regularly observed by the County for represented employees are:

New Year's Day, January 1
Dr. Martin Luther King Jr.'s Birthday, 3rd Monday in January
Washington's Birthday, 3rd Monday in February
Memorial Day, last Monday in May
Juneteenth, June 19
Independence Day, July 4
Labor Day, 1st Monday in September
Veterans Day, November 11
Thanksgiving Day, 4th Thursday in November
Thanksgiving Day Friday, the day after Thanksgiving
Christmas Day, December 25
One (1) or two (2) Floating Holidays (see section B & C below)

B. All regular employees in a pay status (including paid leave) for any portion of pay period one of each year shall be credited with eight (8) hours holiday leave. This holiday leave must be used during the payroll year and may not be accumulated from year to year. The floating holiday credit may be used in the same pay period in which it is accrued, subject to the provisions of Paragraph D below. Regular part-time employees shall receive a prorated equivalent.

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C. In recognition of Cesar Chavez, an additional floating holiday shall be credited in Pay Period 1 each year under the same conditions as in Paragraph B, bringing the total of floating holidays to two annually. Time off is granted pursuant to department head discretion. Employees may request and department heads may grant use of the floating holiday on March 31each year, provided department operational needs are met. Deputy Public Defenders are not eligible for this additional floating holiday and will receive one floating holiday per year in accordance with section B above.

D. Holiday leave shall be subject to the approval and/or with reasonable notice taken at the direction of the appointing authority or designee.

E. Each County holiday which falls on Saturday shall be observed on the preceding Friday; and, in this event, the Saturday shall not be considered as a holiday for purposes of compensation and/or time off. Each County holiday which falls on Sunday shall be observed on the following Monday; and, in this event, the Sunday shall not be considered as a holiday for purposes of compensation and/or time off. For those employees who actually work Saturday and/or Sunday, the paid assigned holiday shall be the day on which the holiday actually occurs. In no case will employees receive holiday compensation under this MOU section for both a paid holiday that occurs on a Saturday or Sunday and the day the County observes the holiday, even if they work both days.

F. Regular employees leaving county service shall be paid all compensatory holiday time which has accrued but has not been otherwise compensated.

G. In the following sections reference to eight (8) hours shall apply to regular full-time employees and in the case of regular part-time employee the eight (8) hours shall be a prorated equivalent.

H. With the exception of employees in the Solid Waste Division, when a holiday falls on an employee's regularly scheduled work day, the employee shall be paid eight (8) hours cash payment for the holiday. When a holiday falls on an employee's regularly scheduled day off (including days when the work facility is closed), the employee shall accrue eight (8) hours of compensatory holiday time. Solid Waste Division employees are subject to holiday compensation provisions in Section M below.

I. With the exception of employees in the Solid Waste Division, when an employee who is overtime exempt is required to work on a holiday which falls on the employee's regularly scheduled work day, the employee shall, in addition to eight (8) hours regular cash payment for the holiday, accrue compensatory holiday time on an hour for hour basis for all hours worked up to eight (8) hours. Solid Waste Division employees are subject to holiday compensation provisions in Section M below.

J. With the exception of employees in the Solid Waste Division, when an employee who is eligible for overtime is required to work on a holiday, the employee shall, in addition to eight (8) hours regular cash payment for the holiday: 1) receive additional cash payment of one half their regular hourly rate of pay for all hours worked up to eight (8) hours, and 2) accrue compensatory holiday time at straight time. Solid Waste

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Division employees are subject to holiday compensation provisions in Section M below.

K. Employees who accrue holiday time are encouraged to take the compensatory time during the payroll year in which the holiday is accrued. Employees whose departments are unable to approve time off that would eliminate accruals prior to the end of a payroll year may carry over up to 24 hours of accrued holiday into the following payroll year. In no event will hours carried over remain available to employees beyond the end of pay period 3 each pay roll year.

L. In order to receive holiday compensation, an employee must be in paid status on the scheduled work day immediately prior to and/or after the holiday. Notwithstanding the above, neither the first day of employment nor the last day of employment may be a holiday.

M. Solid Waste Division employees in the classes listed below, shall receive cash payment in-lieu of any accrued compensatory holiday time provided by Sections H through J above. This cash payment in-lieu shall be received in the pay period in which the holiday occurs.

This cash payment in-lieu of accrued holiday compensatory time shall be applicable to the following classifications:

Building Maint Worker II	Recycle Worker I/II
Equipment Mechanic I/II	Recycle Worker Leader
Equipment Service Worker	Refuse Checker
Heavy Equipment Operator	Refuse Checker Supervisor
Heavy Truck Driver	Refuse Supervisor
Maintenance Worker I/II	Refuse Leader

These employees may opt to accrue compensatory holiday time, in accordance with sections H through J, for any or all of the following four holidays:

Christmas Day,
New Year's Day,
Dr. Martin Luther King, Jr.'s Birthday
Washington's Birthday.

Such election shall be reflected on the employee's timecard for the pay period in which the holiday falls, otherwise cash payment in lieu of such will be received.

SECTION 29. Resident Employees

A. In addition to the compensation set forth in a salary resolution applicable to their respective positions, all employees paid by the County and required by the County as a condition of employment to live on county-owned property shall be reimbursed for possessory interest taxes levied against and paid by such employees during the fiscal year on account of their exclusive beneficial use of such property.

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Reimbursement shall be made by the Auditor-Controller's Office within a reasonable time after presentation to the Auditor of an employee's payment of such tax.

B. Employees required by the County as a condition of employment to live on County-owned property shall pay for Natural Gas/Propane for their residence. The County may also require such employees to pay for one or more of the following metered utilities upon thirty days written notice: Water, Sewer, Electricity. Any implementation of employee payment of water, sewer and/or electricity under this Section shall occur at the same time for all resident Rangers.

The County assumes responsibility for conversions to metered systems and for one-time hook-up costs. Employees shall establish utility accounts in their names and make payments directly to utility companies.

C. Employees shall be required to pay a security deposit of up to $500 to cover the cost of cleaning and/or damage. The amount of the security deposit shall be related to the size and value of the premises. The deposit may be used by the County to repair damages to the premises caused by resident employee, exclusive of ordinary wear and tear, or to clean the premises, if necessary, upon termination of the residency. Any remaining portion of the deposit shall be returned to the employee.

This subsection shall not apply to employees who were residents of County-owned property as of November 23, 1992.

SECTION 30. Retirement

A. The County offers the following retirement plans:

1. Employees Hired Before October 10, 1994

Contributory Retirement Plan, 2% at age 57 formula
(Plan 5A – Half Rates FAS-1)

2. Employees Hired On or After October 10, 1994

Contributory Retirement Plan, 2% at age 57 formula
(Plan 5B – Full Rates FAS-1) - Public Defenders Unit Only

Contributory Retirement Plan, 2% at age 57 formula
(Plan 5C – Half Rates FAS-3) – All Units Except Public Defenders

3. Employees Hired between June 25, 2012 and January 1, 2013
Contributory Retirement Plan, 2% at age 61 1/4 formula (Plan 7 – Half Rates FAS-3)

4. Employees Hired On or After January 1, 2013

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Contributory Retirement Plan, 2% at age 62 formula (Plan 8 – Full Rates FAS-3)

Employees hired on or after June 25, 2012 are not eligible for retiree medical subsidies.

B. The Optional Non-Contributory Retirement Plan (Plan II) has been eliminated as an option for new employees and shall be maintained only for employees who elected to remain in Plan II prior to July 1999.

C. Effective September 5, 2011, the County will no longer pay up to $25 biweekly, prorated for part-time employees, in employer retirement offset; paying that amount shall become the responsibility of employees.

D. Classic/Legacy employees will begin paying part of the County's mandatory retirement contributions when the County Auditor-Controller's Office completes the programming and payroll testing necessary to implement the change, which will be as soon as practicable but not before July 2, 2018.

Effective July 2, 2018 (or after the programming and payroll testing has been completed, if later), the "Classic/Legacy" employees will contribute 1.5% of their pensionable income as a partial replacement of the mandatory employer contribution.

Effective in Pay Period 15-2019 (July 1, 2019), "Classic/Legacy" employees will contribute an additional 0.5% (for a total of 2.0%) of their pensionable income as a partial replacement of the mandatory employer contribution.

Effective in Pay Period 15-2020 (June 29, 2020), "Classic/Legacy" employees will contribute an additional 0.5% (for a total of 2.5%) of their pensionable income as a partial replacement of the mandatory employer contribution.

Once the required payments begin, they will be credited to the employee's account and designated "employee contributions" for purposes of Government Code section 31631(b). To enable employees to make these contributions with "pre-tax dollars," the County deems the contributions "picked up" pursuant to Internal Revenue Code section 414(h), Government Code section 31581.2, and Santa Barbara County Resolution 02-281.

SECTION 31. Deferred Compensation

A. The County will continue to offer employees an opportunity to participate in a deferred compensation program. Except as provided in Paragraph B below, participation in the deferred compensation program is voluntary and permits employees to allocate up to a legally designated amount of their salaries into a deferred compensation plan.

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B. For employees in Units 26 and 27, the County shall contribute 0.18% of the employee's base salary each pay period into a 401(a) deferred compensation plan for the benefit of the employee. For employees in Unit 20, the County shall contribute 0.24% of the employee's base salary each pay period into a 401(a) deferred compensation plan for the benefit of the employee. All employer contributions shall be immediately vested to the employee. Employees are responsible for the investment of assets in their individual account among the investment choices available and offered by the Plan Administrator. If an employee fails to direct any specific investment choice, the assets in his/her individual account will automatically be invested in the Plan Administrator's "general account." Specifics of the 401(a) Plan are contained in the Plan Document.

SECTION 32. License Renewal Reimbursement

Where the County requires that employees in a classification possess a license or certificate as an employment standard, the County shall reimburse employees for the cost of renewal of such licenses and certificates, including bar dues, with the exception of Class C driver license.

If the employee leaves County employment during the licensing period, reimbursement shall be pro-rated (i.e., if fees have been paid in advance by the County, the employee shall be required to reimburse the County for the pro-rated portion of the fees through a reduction in the employee's final pay check).

Reimbursement for part-time employees will be pro-rated based on their percentage of full-time employment.

SECTION 33. Tuition and Textbook Reimbursement

A. To the extent funding is available, the County shall, for those employees represented by the Union, provide for tuition and textbook reimbursement for regular full-time employees up to a maximum of $500 per fiscal year and in accordance with administrative regulations governing this program as determined by the County. Only costs for textbooks required for approved courses shall be deemed reimbursable through this program. Effective in pay period 2022-15, the maximum shall be increased by $500 to $1,000, and effective in pay period 2023-15, the maximum shall be increased by $500 to $1,500 total.

B. Prior to the pay period 2022-15 increase, the County will revise the administrative regulations governing this provision. The County shall notify the Union of the changes, and upon request, negotiate the changes to the extent those changes are within the scope of representation.

Tuition reimbursement for regular part-time employees shall be prorated based on their part-time percentage.

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C. Notwithstanding the above, the parties shall refer issues relating to program design, procedures and funding to the Labor/Management Collaborative for its consideration and recommendations to the Board of Supervisors.

D. Full-time employees in nursing classifications shall be eligible for sixteen hours per year of paid leave not chargeable to the employees' accrued leave for the purpose of continuing medical education. Part-time employees in nursing classifications shall be eligible on a prorated basis.

E. Full-time employees in nursing classifications shall be eligible to receive tuition and textbook reimbursement up to a guaranteed maximum of $500 per fiscal year, regardless of funding available on a countywide basis. Part-time employees in nursing classifications shall be eligible on a prorated basis.

SECTION 34. Transportation Demand Management (TDM)

Employees shall be eligible to participate in the County's TDM program and receive related benefits including the Alternative Commute Incentive.

SECTION 35. Performance Evaluations

Employees shall be given an opportunity to read and sign their performance evaluations prior to placement of the evaluations in the employee's official personnel files. It is acknowledged that the fact the employee has signed a performance evaluation does not necessarily mean the employee agrees with the evaluation, but that such signature shall be evidence of the employee's knowledge of the completed evaluation. The employee shall receive a copy of the performance evaluation within thirty (30) working days of the date of the evaluation. A performance evaluation may not be utilized by the County to affect an employee's job status unless and until the employee has been given an opportunity to review such evaluation. All unit employees shall have the right to use the State Mediation and Conciliation Service to meet with their supervisor to discuss less than satisfactory performance evaluations.

SECTION 36. Departmental Reassignment

An employee who wishes to be considered for reassignment within the same classification from one departmental unit, program or division to another unit, program or division of the same department shall make a written request for such reassignment to the department management concerned for its consideration. The department will acknowledge receipt of the request and maintain it in its file for a period of one (1) year. In considering an employee's request for reassignment, the department will consider such factors as operational needs, job related qualifications, skills, job performance, length of service, and affirmative action goals.

SECTION 37. Classification Study Procedure

The parties reaffirm that the Human Resources Director retains the sole responsibility and authority for the classification of the various positions in the County service.

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It is the intention of the parties that this section be included only to inform employees of established process and procedures to follow when requesting a classification study on their own behalf.

The request for a reclassification study by an employee who believes his position is misclassified must be submitted in writing through his department. Within thirty (30) days, the department will either return the request to the employee or forward it on to the Human Resources Director for his/her consideration. If the department returns the request to the employee, the employee may request that it be submitted to the Human Resources Department for consideration without the endorsement of the department. The Human Resources Department shall provide a written response to the employee's request in a reasonable period of time.

This section is not in any way modifying Section 418 (salary on temporary assignment out of class) of the rules of the Civil Service Commission. An employee's right to grieve this section shall be limited to allegations that the County has failed to comply with the procedures set forth herein.

SECTION 38. Civil Service Rules

The parties agree to continue discussion regarding modernization of Civil Service Rules, including possible revision of Civil Service Rule 912: appeals of discipline (Reduction, Suspension, Termination) to Binding Arbitration for final resolution, and appeals of discipline (Reduction, Suspension, Termination) to mediation prior to the final step of appeal. Changes shall be contingent upon mutual agreement and, if necessary, Civil Service Rules changes.

Either party may initiate negotiations on proposed Civil Service Rules (new or modified) which directly affect wages, hours and other terms and conditions of employment, to the extent such terms and conditions of employment are within the scope of representation. The parties agree that any changes proposed to Civil Service Rule Four "Compensation", which would diminish unit members' compensation or salary increases within the salary range would require mutual agreement.

It is agreed that any required negotiations over the proposed rule changes shall be concluded with the Union prior to presentation of proposed rule changes to the Board of Supervisors.

SECTION 39. Employer-Employee Relations Meeting

The County Executive Officer and the Union's Executive Director shall meet once per month (as requested), for one hour on issues of mutual interest. The County Executive Officer and the Union's Executive Director shall be entitled to one additional participant each. Other participants, if any, shall be subject to the mutual agreement of the parties.

SECTION 40. Labor Management Collaboration

The County and SEIU Local 620 desire to mutually encourage a cooperative, collaborative partnership approach to addressing and resolving workplace issues. Further, it is the goal of the County and the Union to provide an opportunity for labor and management to promote

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harmonious labor management relations through the productive resolution of issues at the department level.

To accomplish these goals, the County and the Union agree that upon the request of either party the Human Resources Director and Labor Representative(s) will meet to discuss and attempt to resolve issues. The Human Resources Director will involve appropriate departmental personnel as necessary.

SECTION 41. Safety

A. The County recognizes its obligations to provide and maintain a safe and healthy working environment for its employees.

B. The Union and County agree that it is in the best interest of all to provide a safe and healthy working environment and that this requires a cooperative effort by all concerned.

C. An employee who observes an unsafe condition shall report the matter to his/her supervisor or other designee.

D. Allegations regarding unsafe conditions shall be processed in accordance with the County's Safety Manual.

E. The Director of General Services will work with the Union and other interested labor organizations/employee groups to establish a Safety Advisory Committee. The mission statement, operating procedures and membership of the committee shall be determined on a cooperative basis. Employee representatives will receive paid release time for committee activities occurring during the employee's work hours.

SECTION 42. Alternative Work Schedules and Job Sharing

A. The County and the Union agree that under some circumstances, alternative work schedules (9/80, 4/10, and/or modified starting or ending times) may be beneficial to both employees and the County. In addition, 12-plan schedules may be an option for employees working in 24-hour institutions. Accordingly, employees may request to work an alternative work schedule. Such requests shall be subject to approval by County management. County management reserves the right to remove employees from alternative work schedules. To the extent possible, two weeks advance written notice will be provided to the employee. Employees shall not be removed from alternative work schedules for arbitrary or capricious reasons.

Local 620 may submit alternate workweek proposals for individual departments. County Employee Relations will arrange meetings with Departments regarding union proposals. If no agreement is obtained, Local 620 may appeal to the County Executive Officer or designee.

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In addition, telecommuting requests by employees that are consistent with the County's Teleworking policy but are rejected by individual departments are also subject to appeal to the County Executive Officer or designee.

B. Individuals interested in job sharing may submit a proposal to their department head for consideration. The department head may approve a job-sharing arrangement under such terms and conditions as he/she deems appropriate consistent with this Memorandum of Understanding and applicable Civil Service Rules. If a job share is approved, the arrangement must be in writing and a copy shall be placed in the employees' personnel file maintained by the Human Resources Department. Participating employees are not guaranteed a right to return to their prior status.

SECTION 43. Grievance Procedure

Subsection 1. Purpose

A. To promote improved employer-employee relations by establishing that grievances shall be heard and settled as informally as possible and as promptly and as closely as possible to the point of origin.

B. The Union agrees to encourage an employee to discuss their grievance with their immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint and attempt to adjudicate same at a mutually satisfactory time.

Subsection 2. Grievance, Defined

A. A grievance shall be defined as a claim by an employee or group of employees adversely affected by an alleged violation, misinterpretation or misapplication of Memoranda of Understanding, department-wide policy or practice or County rules, regulations, resolutions, ordinances, or side letters of agreement applicable to the employee except the following issues that provide their own means of administrative review:

1. Appeals of disciplinary actions and appeals relating to Civil Service examinations shall be filed and processed pursuant to Santa Barbara County Civil Service Rules.

2. Complaints relating to discrimination, occupational health and safety, Worker's Compensation, and Retirement Board matters shall be processed pursuant to established County complaint procedures in these areas.

B. The Union recognizes management's right to establish policies governing the operation of the County departments. However, allegations also subject to the grievance procedure are those in which the complaint concerns as inconsistent application of policy where the inconsistency results in a denial of the employees' rights under those policies defined in "A" above.

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Subsection 3. Basic Rules

A. The procedure in this section shall be the exclusive means for the disposition of all written grievances arising under this Memorandum, and the County shall not be liable to the Union or to any employee in any respect except as may be determined under said procedure.

B. Any employee (meaning a grievant), as that term is defined above, may file a grievance or may authorize by signature the filing of grievance on the employee's behalf without fear of restraint, interference, coercion, discrimination or reprisal.

C. Union stewards shall not be discriminated against in their employment relationship because of their activity in the investigation and processing of grievances on behalf of other employees. This section shall not be construed to confer any special privileges to Union stewards nor to relieve them of their obligation to fully perform all of the duties of their County position in a timely and competent manner.

D. Formal grievance forms shall be made available to the employee through the Human Resources Department, other County departments and the Union, and all formal grievances shall be submitted on these forms. Any changes in the form shall be by mutual agreement.

E. Formal grievance forms shall be complete upon filing and must explicitly specify the policy or the particular section of the agreement, rule, resolution, or ordinance, the violation of which is being alleged as the basis for the grievance. The remedy requested must also be specified. No modifications in the violation being alleged shall be made subsequent to filing unless mutually agreed to by both the County and the grievant, or their Union Representative.

F. The employee has the right to the assistance of one Union steward in addition to the Union staff representative in the preparation and/or presentation of their written grievance. An employee is also entitled to represent them self individually at any step of the formal grievance procedure, provided, however, supervisory employees shall not represent non-supervisory employees where such activity results in a conflict of interest and further provided that the employee may not change their designation of representation other than designating them self during the grievance procedure. In the event the Union determines there is no violation or the proposed settlement is just, the Union is not under an obligation to represent a grievant beyond Step 3 of this procedure.

   If the employee is represented in a formal grievance meeting, the department may designate a management representative to be present in such meeting.

G. The grievant may withdraw the grievance at any stage of the formal grievance procedure by affixing the grievant's signature in the proper space on the Human Resources Department's copy of the grievance form which shall then become a part of the Human Resources Department's records.

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H. If the employee's grievance is resolved at Step 1, 2, or 3 in the formal grievance procedure, as provided in subsection 7, the matter will be closed and the grievance resolved at that step. The grievant(s) concerned shall indicate acceptance of the resolution of the grievance by affixing the grievant's signature in the appropriate space indicated on the Human Resources Department's copy of the formal grievance form.

I. By mutual agreement, the parties may revert the grievance to a prior level for reconsideration. In such an event, the grievant shall have the rights of appeal set forth in this section, if the grievance is not settled at the prior level.

J. Employees with common supervision and with essentially identical grievances, including remedy, may initiate a single grievance. Employees with essentially similar grievances may be required, at the County's discretion, to consolidate to a single proceeding at Steps 3 through 6 of the formal grievance procedure.

K. By mutual agreement, the parties may waive any step of the grievance procedure included in subsection 6 or 7.

L. All terms used herein will have the meaning as defined in the County's Employer-Employee Resolution when used in connection with this document, unless the context indicates or dictates otherwise.

Subsection 4. Time Off for Processing of Grievances

The grievant and/or their Union steward shall be granted reasonable time off with pay from regularly scheduled duty hours to process a grievance, provided that the time off will be devoted to the prompt and efficient investigation and handling of grievances, subject to the following:

A. Any grievant or their representative, when said representative is a County employee, shall not log compensatory time earned or premium pay time for any time spent in the processing or investigation of a grievance.

B. When a grievant's Union Representative is a steward, the representative shall be employed in the same work unit or location as the grievant. When it is impossible to meet the foregoing condition, a grievant's representative who is a steward may be employed outside the same work unit or location, provided that said representative is no longer than thirty (30) minutes away, by the most practical and common mode of transportation, from the grievant's work location. This time limit may be waived by mutual agreement when the grievant is assigned to a remote work location. In no case shall County vehicles be used for transportation in connection with the processing of grievances, nor will reimbursement be considered for use of private vehicles.

C. Before performing any grievance work during scheduled duty hours a grievant or a grievant's steward shall obtain permission from their supervisor and shall report back to their supervisor when the grievance work is completed.

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D. A grievant or grievant's steward shall not leave their job to perform any grievance work unless their supervisor determines that their absence will not unduly interfere with the work of the unit in which the grievant or grievant's representative is employed. However, every reasonable effort will be made to grant such time off within two (2) working days and shall not be unreasonably denied for a period longer than three (3) days.

E. When a grievant or any Union Representative must go into a section, department, or work unit to investigate or process a grievance, such person shall be permitted to do so provided that:

1. They explain the purpose of the visit, who they are visiting, and checks in and checks out with the supervisor on the section, department, or work unit, and

2. Such investigation or processing does not unduly interfere with the work of the section, department, or work unit. However, an effort will be made to grant such access within two (2) working days and shall not be unreasonably denied for a period of longer than three (3) working days.

3. Management retains the right to have a County representative accompany a Union Representative when the Union representative is granted access to County work sites.

F. A County employee who has direct first-hand knowledge of the event giving rise to the grievance and whose testimony is necessary in establishing the facts of a particular grievance may be called as a witness in a formal grievance hearing. If the grievance hearing is held during the employee witness's work schedule, the attendance of such witness at the grievance hearing shall be conditional upon:

1. Providing 48 hours' notice to their department of their proposed attendance;

2. Such proposed attendance not unduly interfering with the operation of the department;

3. Needed witnesses up to 3 may attend mutually called formal grievance hearings on paid County time to present their testimony when necessary.

Subsection 5. Time Limits

A. Time limits specified in Subsection 7 may be extended by mutual consent, in writing, of the grievant and/or the Union Representative, and the County.

B. Failure by a grievant or the Union Representative to file an appeal within the specified time limits provided in Subsection 7, unless extended, shall constitute acceptance of the decision rendered at the lower level and the grievance shall not be subject to further appeal or reconsideration.

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C. Failure by management to respond to the employee's grievance within the time limit specified automatically grants to the employee or their representative the right to process the grievance to the next level.

Subsection 6. Informal Procedure

Any employee having a grievance should verbally present same directly to their supervisor in an effort to clarify the grievance and mutually achieve settlement. The initial presentation should be without the benefit of representation; however, one (1) subsequent presentation may be made with the benefit of representation.

The departmental management has the responsibility to:

A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and

B. Supply the employee with the necessary information to process the grievance to the proper agency, organization, or authority.

Subsection 7. Formal Procedure

Step 1: Immediate Supervisor

An employee may submit a formal grievance, on forms provided by the County as provided in Section 3, paragraph B, by filing one copy with the employee's immediate supervisor and one copy with the Human Resources Department not more than ten (10) working days from the date of the action or incident claimed to be the basis for the grievance, or not more than ten (10) working days from the date of discovery of such action or incident, but in no event shall any grievance be accepted for consideration more than one year from the action or incident claimed as its basis regardless of the date of discovery. If the grievance is not presented within the time limitation herein provided, it shall be deemed not to exist. Within seven (7) working days of receipt of the grievance, the immediate supervisor shall deliver their written decision to the grievant. Any grievance settled at this step shall be subject to the review and confirmation of the respective department head before the settlement may become effective. Such review will occur within seven (7) working days or the grievance shall automatically be moved to Step 2. In the event the department head does not confirm the settlement, the grievant may initiate Step 2 of this procedure.

Step 2: Department Head-Management Review

A. If a grievance is not settled or an answer is not forthcoming, the grievance may be appealed in writing within seven (7) working days from the receipt of the decision of the immediate supervisor or his/her failure to respond to the department head.

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B. Within ten (10) working days of receipt of the grievance, the department head or his/her designee shall deliver his/her written decision to the grievant.

Step 3: County Executive Officer

If the grievance is not settled or an answer not forthcoming, the grievant and/or the Union Representative may appeal, in writing, within seven (7) working days from the receipt of the decision of the department head or within seven (7) working days from the expiration of the time limit for such decision under Step 2, to the County Executive Officer. Within ten (10) working days from receipt of appeal, the County Executive Officer, or their designated representative shall deliver their written decision to the grievant and the Union Representative.

Step 4: Mediation

If the grievance is not settled or an answer not forthcoming, the grievant and/or the Union Representative may require that the County enter into mediation regarding the grievance utilizing the California State Mediation and Conciliation Service. The mediation will be scheduled as soon as possible on a date mutually agreeable to the parties.

Step 5. Arbitration

A. If the grievance is not settled or disposed of at Step 3 or step 4, the grievance may be submitted within ten (10) working days, to the Human Resources Director for arbitration. Within ten (10) working days from receipt of the request for arbitration, the Human Resources Director shall request a panel of arbitrators from the State Mediation & Conciliation Service and provide the Union with a copy of the request. The Arbitrator shall be selected from a panel provided by the State Conciliation Service. The hearing shall be conducted in accordance with the rules and regulations of the American Arbitration Association unless the parties mutually agree to other rules or procedures for the conduct of such arbitration.

B. Except as provided in subsection E below, the fees and expenses of the Arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during arbitration, will be the responsibility of the individual party involved. Where the individual is representing them self, the individual shall be solely responsible for their share of the fees and expenses as outlined above.

C. The Arbitrator shall have jurisdiction and authority to interpret the provisions of this Memorandum of Understanding. He shall not have

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jurisdiction or authority to alter, in any way, the provisions of this Memorandum.

D. In relation to alleged violations of Memoranda of Understanding (including sideletters of agreement) and/or countywide rules, regulations, resolutions or ordinances, the decision of the Arbitrator shall be final and binding on both parties. In relation to alleged violations of department policy or practice, the decision of the Arbitrator shall be subject to Board of Supervisors review as provided in Step 6, below. Not more than one grievance shall be submitted to arbitration in the same proceeding without the consent of the parties, except that grievances that are based on the same set of facts which must necessarily be decided in the same way can be submitted in a single arbitration. If the Union fails, or the employee individually fails, refuses, or declines to demand arbitration of any such grievance, the affected employee or employees shall be conclusively bound thereby.

E. Thereupon, the County and the Union shall endeavor to make a submission agreement, setting forth the issue or issues to be submitted to arbitration and any agreed stipulated relevant facts and principles. In the event of disagreement between the County and the Union, the issue or issues of the grievant as set forth in the written grievance shall be an issue to be submitted to arbitration.

In the event that there is a dispute as to arbitrability, the arbitrator shall hear that issue prior to opening the record on the merits of the dispute. If the arbitrator determines that the issue is not arbitrable the grievance will be dismissed and the matter considered closed. If the arbitrator determines that the issue is arbitrable, the matter will then be set for hearing on the merits. The cost of the arbitrator for this threshold phase of the process shall be borne by the losing party.

F. A grievance not appealed to arbitration within ten (10) working days after the County Executive Officer's, or their designated representative's, written disposition of the grievance, shall be barred for all purposes. The limits set forth herein may be extended by mutual agreement.

G. In no event shall arbitration extend to:

1. The interpretation, application, or legality of any federal, state or local law, however, if the Arbitrator, in the Arbitrator’s discretion, finds it necessary to interpret or apply such federal, state or local law in order to resolve the grievance which has been submitted to arbitration, the Arbitrator may do so.

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2. Matters under the jurisdiction of the County of Santa Barbara Civil Service Commission for which the Commission has established procedures or processes by which employees may appeal to, or request review by, said Civil Service Commission; however, if the Arbitrator, in the Arbitrator's discretion, finds it necessary to interpret or apply matters under the jurisdiction of said Civil Service Commission in order to resolve the grievance which has been submitted to the Arbitrator, the Arbitrator may do so.

3. The interpretation, application, or the legality of the rules or regulations of the department head, or the County Executive Officer, or any other county agency, or commission; however, if the Arbitrator, in the Arbitrator's discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the Arbitrator, the Arbitrator may do so.

Step 6: Board of Supervisors: Right to Final Decision (limited to alleged violations of department policy or practice)

With regard to alleged violations of department policy or practice, the Arbitrator's decision and award provided for in Step 5 shall be final and binding on the parties unless the Board of Supervisors, at its sole discretion chooses to review the decision and, by majority vote, votes to set aside the decision and award of the Arbitrator within forty (40) days from the date of the issuance of the award and decision of the Arbitrator. In such event, the Board of Supervisors shall deliberate the grievance and, within a reasonable period of time (not to exceed forty (40) days), shall arrive at a decision which shall be final and binding. During such deliberations the County Executive Officer, or their designated representative, and the Union Representative shall make their presentations to the Board of Supervisors. Where possible, such presentations shall be made within thirty (30) calendar days from the date of the issuance of the Arbitrator's award. In the event the Board sets aside the decision and award of the Arbitrator, the County shall pay the Arbitrator's fee. Each party to the arbitration will still be responsible for their own expenses and costs of arbitration, and while Step 6 allows Board action, this provision does not afford the grievant or the Union Representative a right to compel Board review.

SECTION 44. Employee Personnel Files

A. All personnel files on an employee maintained by the County and the department will be open for inspection by that individual and their authorized representative at their request during business hours by appointment. They will be shown all contents of the file except those materials designated confidential by law. Copies will be provided to the individual upon their request.

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B. No material relating to performance appraisal or disciplinary action shall be placed in the personnel file of an employee represented by the Union without the employee first being given an opportunity to read such material and attach a reply if the employee desires, which shall remain with said material.

C. Employees shall have the right to have commendations placed in their file upon request.

SECTION 45. Notice and Consultation Regarding Layoffs

The County agrees to consult with the Union when technological or economic changes occur which result in a substantial number of layoffs or would significantly affect the employees covered by this Memorandum of Understanding. The County shall also provide the Union with a designation of classes affected, the number of positions in the affected classes and an abstract of the employees in the classes affected by the layoff at least thirty (30) calendar days prior to the effective date thereof.

SECTION 46. State Disability Insurance (SDI)

A. All employees eligible for SDI benefits shall use their available sick leave credits to supplement their SDI benefits so that the sum of the SDI benefits and sick leave credits used equals 80% of their gross salary.

B. All employees eligible for SDI benefits may apply with the State of California for approval as soon as possible following the date of their eligibility for SDI benefits. Current eligibility begins on the eighth consecutive calendar day of an extended illness or injury. An employee must apply for SDI when illness or injury causes him/her to miss work for more than twelve consecutive calendar days.

C. When an employee has used all available sick leave credits, (s)he may use any available overtime and/or holiday credits first and vacation second to supplement their SDI benefits up to 80% of gross salary.

D. Employees eligible for Paid Family Leave (PFL) benefits may apply with the State of California. Employees receiving PFL benefits may integrate available sick leave credits to the extent provided in Section 12(E) of this agreement; available overtime and/or holiday credits; and vacation to supplement their PFL benefits up to 100% of gross salary. Available overtime and/or holiday credits shall be used prior to integrating with vacation.

Employees participating in this program are solely responsible for understanding the tax consequences of receiving PFL benefits.

Employees in Bargaining Unit 20 (Deputy Public Defenders) do not participate in SDI; Long Term Disability Insurance remains status quo for these employees. At the request of the union, the County will initiate steps to implement SDI for Bargaining Unit 20 during the term of this agreement subject to the provisions above.

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SECTION 47. Long Term Disability Insurance

The County shall provide a Long Term Disability Insurance Plan for employees represented by the Union. Part-time employees must be employed a minimum of fifty percent (50%) of full-time in order to be eligible for insurance benefits.

The waiting period for benefit eligibility will be 60 days. The benefit will equal sixty percent of pre-disability earnings up to a maximum monthly benefit in accordance with specific plan provisions and exclusions.

Long Term Disability Insurance remains status quo for Deputy Public Defenders.

SECTION 48. Term Life Insurance

Employees represented by the Union shall be provided with basic Group Term Life Insurance in the amount of $20,000 paid for by the County. Part-time employees must be employed a minimum of fifty percent (50%) of full-time in order to be eligible for insurance benefits.

SECTION 49. Rest Breaks

It is the County's intent that, whenever feasible, employees will receive a fifteen minute rest break for each four consecutive hours worked.

SECTION 50. Automatic Payroll Deposit

All employees covered by this agreement shall participate in the County's automatic payroll deposit program. Participation shall mean the employee's execution of a payroll authorization form and submission of a voided check or savings deposit slip to the Auditor's office. It shall be the employee' choice as to which bank they designate as the institution receiving the payroll funds.

When the authorization form is properly executed and filed with the Auditor, the County shall automatically deposit in the employee's designated bank account the net amount of pay each designated biweekly payday.

SECTION 51. Payroll Simplification

During the term of this agreement, the County may reopen negotiations on the issue of payroll simplification and/or modifications in compensation structure precipitated by the implementation of a new human resources and payroll system. If the County reopens negotiations on this subject the proposed changes will not be implemented unless the parties mutually agree.

SECTION 52. Leave of Absence Policy

Employees on leaves of absence shall use 80 hours (prorated for part-time employees) of leave balance up to the maximum hours of applicable leave in each pay period on a leave of absence. Except where they have less than 80 hours (prorated for part-time employees)

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of leave balance available, employees may not use partial leave balances to extend the number of pay periods they might otherwise remain in a paid status. Notwithstanding these restrictions on employees on leaves of absence, this article does not affect the ability of an employee who is not on a leave of absence to use sick leave, vacation leave, or holiday leave as provided for in Articles 12, 14 and 28 of this MOU.

During the term of this agreement, the County may reopen negotiations on the issue of a comprehensive leave of absence policy and related changes in terms and conditions of employment. If the County reopens negotiations on this subject, the proposed changes will not be implemented unless the parties mutually agree.

SECTION 53. Back To Work Program

A. Employees who are unable to perform their regular duties due to injury or illness may be provided a temporary duty assignment in accordance with the Back to Work Policy.

B. An employee who has returned to work from a work-related injury or illness (either in the Back To Work program or to his/her regular work assignment) will be granted paid leave not chargeable to the employee's accrued leave balances to attend medical appointments specifically related to the work-related injury or illness.

SECTION 54. Meet and Confer During Term

A. The parties agree that during the term of the agreement, upon request of the County, the County and the Union will meet and confer regarding the subject of special duty allowances only. Provided, however, that the County shall not modify the special duty allowances specifically set forth in this agreement without mutual consent.

B. The parties agree that during the term of the agreement, upon request of the County, the County and the Union will meet and confer regarding holiday-in-lieu pay for classifications represented by the Union. Provided, however, that the County shall not modify the holiday compensation practices specifically set forth in this agreement without mutual consent.

SECTION 55. Review of County Classification and Compensation Structure

As necessary, the County and the Union agree, in collaboration, to review the County's current classification and compensation system. The intent of the review is to ensure that the County's classification and compensation system addresses the County's and the workforce's needs, and includes competitive base pay, appropriate monetary and medical benefits.

The Union and the County will jointly determine the methodology of the review. Upon completion, the parties will make recommendations for potential improvements to the system. Any changes as a result of this review will not be implemented unless the parties mutually agree.

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SECTION 56. No Strike Clause

Employees represented by the Union shall not take part in any strike, work action, or other concerted activity of any kind which will result in curtailing or restricting County services during the term of this Agreement.

The Union agrees not to sanction, encourage, or support any such strikes, work actions, or other concerted activity.

The term "strike, work action or other concerted activity" means any concerted failure to report for duty, any concerted absence from position (including sympathy strikes), any concerted stoppage of work, any concerted slowdown, sickout, refusal to work, interruption, call-in or failure in whole or in part to carry out the full, faithful, and proper performance of the duties of employment. The term "strike," "work action," "concerted activity" also means any participation in an action curtailing or restricting the operation of the County for the purposes of inducing, influencing, or coercing a change in the working conditions, compensation, and rights, privileges, and obligations of employment; provided, however, that nothing herein shall preclude employees from engaging in informational picketing or attending Union rallies so long as such activity does not curtail or restrict County operations.

In the event that a strike, work action, or other concerted activity occurs in violation of this Agreement, the Union shall, on written notice by the County, issue a statement addressed to the employees, a copy of which shall be delivered to the County, declaring the strike or other concerted activity not sanctioned, unlawful, and directing them to immediately return to work, or cease and desist.

In the event any employee covered under this Agreement violates the terms of the No Strike provision, the County retains the right to discharge or otherwise discipline any such employee.

SECTION 57. Conclusiveness of Agreement

A. The provisions contained in this Agreement shall prevail over County practices and procedures and over State laws to the extent permitted by State law.

B. This Agreement sets forth the full understanding of the parties regarding the matters set forth herein. Any prior Board resolution or ordinance, agreement between the parties, or any agreement between an employee (or group of employees) and a supervisor/manager, which is inconsistent with provisions of this Agreement, is hereby superseded.

SECTION 58. Savings Clause

Should any provision of this agreement be held inoperative, void or invalid by any court of competent jurisdiction, the remaining provisions of this agreement shall not be affected thereby, and the parties shall meet and confer for the sole purpose of arriving at a mutually satisfactory replacement of such provision.

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SECTION 59. Obligation to Meet and Waiver Clause

Except as otherwise expressly provided in this agreement or where the parties mutually agree to meet and confer on the matter, the County and the Union expressly waive and relinquish the right, and each agrees that the other shall not be obligated during the term of this Memorandum to meet and confer with respect to any subject or matter, including mandatory subjects of negotiation, whether referred to or covered in this agreement, even though such subjects or matter was proposed and later withdrawn.

In the event any new practice, subject or matter arises during the term of this agreement and an action is proposed by the County, the Union shall be afforded all possible advance notice and shall have the right to meet and confer upon request. In the absence of agreement on such a proposed action, the County reserves the right to take necessary action by management direction and the Union reserves the right to then take whatever lawful action deemed necessary. The waiver of any breach of any term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

During the term of this Memorandum the parties agree to meet and confer over items related to the County's conversion to the Workday ERP software, or Civil Service Rule revisions which necessitate the renegotiation, alteration or change of any Section or any part, term, condition or language thereof, in this Agreement.

The parties agree that the following "me-too" provisions will be suspended and/or not in effect during the term of this contract:

> Me-Too Provisions: If successor agreements with SEIU Local 721 or the Engineers & Technicians Association exceed the terms received by SEIU Local 620 in any fiscal year regarding base salary increases, bilingual pay, and County contribution to medical insurance, through the end of this MOU, the County agrees to increase the terms received by SEIU Local 620 by a similar amount. Any increases under this provision would not apply to the Public Defenders bargaining unit.
>
> If successor agreements with the Deputy District Attorneys Association or the Civil Attorneys Association exceed the terms received by the Public Defenders bargaining unit in any fiscal year regarding base salary increases, and County contribution to medical insurance, , through the end of this MOU, the County agrees to increase the financial terms received by the Public Defenders bargaining unit by a similar amount.

SECTION 60. Term of Agreement

The County and the Union agree that this Memorandum of Understanding shall not be binding upon the parties either in whole, or in part, unless and until ratified by Local 620 Membership and formally approved by a majority vote of the County Board of Supervisors. This Memorandum of Understanding shall remain in full force and effect to and including the last day of pay period 2027-14 (July 4, 2027). Either party may serve written notice to meet and confer concerning possible changes in the provisions of this agreement. Such notice shall be submitted in writing at least sixty days prior to the termination date of this agreement. It

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is the intent of the parties to conduct negotiations in such a manner as to reach a new agreement on or before the termination date of this agreement. If either party timely serves notice to meet and confer, the first negotiating session shall not commence earlier than one hundred twenty days nor less than sixty days prior to the termination date of this agreement, unless the parties mutually agree otherwise. The Union agrees to provide its initial proposals at the first negotiating session.

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DATED: 8/27/2024

COUNTY OF SANTA BARBARA

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Harry Hagen

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Judy Doughty

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DATED: 8/28/2024

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 620

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APPENDIX

LETTER OF UNDERSTANDING
BETWEEN
THE COUNTY OF SANTA BARBARA
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 620

The parties have met and agreed to the following provisions for voluntary time off for both a County Voluntary Furlough Program and a Departmental Voluntary Furlough Program.

The purpose of this letter of agreement is to provide a vehicle for interested employees to provide assistance in:

× Mitigating the effects of planned or anticipated layoffs on fellow departmental employees, and/or

× Helping the County to reduce its expenses and thus assisting the County in dealing with its revenue shortfall which if not addressed may require further reductions in staff and curtailment of needed public services.

UNPAID TIME OFF FOR COUNTY VOLUNTARY FURLOUGH AND/OR DEPARTMENTAL VOLUNTARY FURLOUGH

The appointing authority, on approval of the County Executive Officer, may grant a permanent or probationary employee a voluntary leave of absence without pay with right of return to the same position subject to the following conditions.

1. The employee must be in a pay status for at least one full day in each pay period for benefit calculations and to provide earnings from which normal employee deductions can be made. Additional paid time in each pay period may be required in order to generate sufficient earnings to cover salary deductions.

2. Leave may be taken in increments of one hour for FLSA non-exempt employees and in increments of one full work day for FLSA exempt employees.

3. Such leave shall be available only during a period(s) designated by the Board of Supervisors as a time of economic hardship.

4. The appointing authority may exercise reasonable discretion and approve or deny a request for voluntary furlough based upon his/her determination of feasibility, including but not limited to workload, fiscal impact and operational concerns. The decision of the appointing authority to approve or deny a request to participate in this program is final and as such shall not be appealable.

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5. Credits toward sick leave and vacation shall accrue as though the employee were in a paid status.

6. The employee shall be paid for regular holidays occurring during an approved voluntary furlough as if he/she were in a paid status.

7. Credit towards retirement benefits shall accrue as though the employee were in a paid status (fulltime employees only).

8. Credit towards County contribution for any prorated benefit (i.e. health insurance contribution, additional cash, etc.) shall accrue as though the employee were in a paid status.

9. Payment of certain allowances and premiums shall continue as indicated in Attachment A.

10. Credit shall apply toward time in service for step advancement. Voluntary furlough shall not count as a break in service and shall not affect seniority. Probationary periods shall not be affected unless the amount of voluntary furlough exceeds 80 hours.

11. Regardless of how many unpaid leave hours are requested and approved, the employee shall make his/her same contributions to all employee benefits such as retirement and dependent health premiums, as if he/she were in a paid status. In accordance with #1 above, the employee must consider how much paid time in each pay period is required to generate sufficient earnings to cover benefit contributions. Voluntary deductions such as for union dues, credit union, deferred compensation, etc., will be deducted if earnings are sufficient.

12. Employees in other leaves without pay during a pay period shall not be eligible for this voluntary furlough program.

13. Such leave is available only to employees who are in paid status the scheduled workday before as well as the scheduled workday after the voluntary furlough.

14. Employees shall designate their voluntary time off either as:

    A. Departmental Voluntary Furlough. The purpose of which shall be to mitigate (i.e., reduce or delay) the effects of anticipated or approved reductions in force that would otherwise necessitate layoffs in their department.

    B. County Voluntary Furlough. The purpose of which shall be to reduce (on a countywide basis, not department specific) County expenses in order to assist management of revenue shortfalls that if not addressed may require further reductions in staff and curtailment of needed public services.

The parties further agreed that:

    A. The County shall notify the employee organizations of periods of economic hardship designated by the Board of Supervisors.

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B. The employee organization shall, within 30 days of this agreement, inform the employees it represents that the organization is agreeable to the program.

C. All employees shall be notified of the Voluntary Furlough program described above in a timely manner and of those periods designated as available for participation.

D. While the County shall promote and encourage employee participation in this program, it is understood that an employee's participation shall be completely voluntary.

E. The County Executive Officer shall direct department heads to seriously and adequately consider all requests to participate in this program. However, the decision of the appointing authority to approve or deny a request for voluntary furlough is final and not appealable.

F. If in the event that mandatory work furloughs are required, employees having participated in the County Voluntary Furlough Program shall receive hour for hour credit for time already furloughed in the last twelve months. Employees having participated in the Departmental Voluntary Furlough Program shall receive hour for hour credit up to 24 hours for time already furloughed in the last twelve months.

G. The County shall provide, on a quarterly basis, a summary of voluntary furlough savings by department to participating employee organizations.

H. The County acknowledges and recognizes that by employees and departments participating in this program, less work will be performed and that certain delays and/or reductions in service may result.

Agreed to By County of Santa Barbara and:

SEIU, LOCAL 620 (Bargaining Units 23-27)

Dated: April 30, 1992