

**MEMORANDUM OF UNDERSTANDING BETWEEN
COUNTY OF SANTA BARBARA AND
THE ENGINEERS AND TECHNICIANS ASSOCIATION**

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MEMORANDUM OF UNDERSTANDING BETWEEN
COUNTY OF SANTA BARBARA AND
THE ENGINEERS AND TECHNICIANS ASSOCIATION

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 the Engineers and Technicians Association (hereinafter referred to as "E.T.A.").

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.

ARTICLE 1. RECOGNITION

Section 1.1

Pursuant to the provisions of the County Employee Relations Resolution 75-743 and applicable State law, the County of Santa Barbara hereby recognizes the Engineers and Technicians Association as the certified majority representative of the employees in the following representation units:

- 28 Engineers and Technicians -- Non-Supervisory
- 29 Engineers and Technicians -- Supervisory

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 throughout the provisions of the County's Employer-Employee Relations Resolution or applicable State law.

Section 1.2

E.T.A. agrees to provide the County's Human Resources Director with a list of Association officers and representatives who are authorized to meet and confer in good faith. E.T.A. shall also provide the above officials with a list of all authorized staff representatives. In addition, E.T.A. shall provide a list of council representatives who can post materials on behalf of E.T.A. These lists shall be kept current by E.T.A.

ARTICLE 2. NON-DISCRIMINATION

The provisions of this Memorandum shall be applied equally to all employees covered hereby without discrimination because of race, color, sex, age and marital status (except as

provided by law), disability, national origin, religious affiliation, or E.T.A. membership or non-membership.

ARTICLE 3. RIGHTS OF THE COUNTY

Section 3.1

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.

Section 3.2

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.

Section 3.3

Before implementing any decision to contract out work or to transfer work out of the unit, the County shall notify E.T.A. and upon request, negotiate 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.

Section 3.4

If E.T.A. 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.

Section 3.5

If the decision to contract out services would result in an employee being subject to layoff, ETA shall be provided at least sixty (60) days' notice prior to the implementation of the contract unless the parties mutually agree to a shorter notice period.

Section 3.6

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 representation.

Section 3.7

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.

ARTICLE 4. RIGHTS OF THE ASSOCIATION

Section 4.1

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, or discriminated against because of his/her exercise of these rights.

Members of the ETA Executive Council shall be allowed up to forty (40) hours of time off without loss of pay each calendar year to attend ETA Executive Council meetings dealing with Myers-Millias-Brown Act (MMBA) issues between the parties.

Section 4.2

Management employees shall not represent non-management employees on matters within the scope of representation.

Section 4.3

Confidential employees shall not represent non-confidential employees on matters within the scope of representation.

ARTICLE 5. ASSOCIATION SECURITY

Section 5.1

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 E.T.A.

Section 5.2

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

Section 5.3

E.T.A. 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 E.T.A., or its failure to do so.

Section 5.4

The E.T.A. paid representative is authorized to visit work stations of E.T.A. officers to obtain signatures on official E.T.A. documents within the provision of the County Employer-Employee Relation Policy.

Section 5.5

Upon request, the County shall, once every quarter, provide mailing labels of unit employee names and departments at a cost of \$25 per year to E.T.A.

Section 5.6

The County agrees that the E.T.A. negotiating team shall consist of no more than three (3) employees. Employees shall not suffer a loss in compensation in accordance with the County's EERP and State law.

Section 5.7

Upon the written request of E.T.A., the County may provide meeting space to be used outside working hours, provided such space is available and E.T.A. receives approval of the department head and complies with County policies. Request for use of facilities will be made in advance to the department head and will indicate the date, time and general purpose of the meeting(s) and facilities needed.

Section 5.8

The County will distribute to each new employee in an E.T.A. represented employee classification a letter, furnished by E.T.A. which reads:

"The Engineers and Technicians Association of Santa Barbara County has been certified as the majority representative of the representation unit to which your classification belongs. E.T.A. represents you in negotiations with the County of Santa Barbara relative to all matters pertaining to employment conditions and employee-employer relations including, but not limited to wages, work hours, and other terms and conditions of employment. For additional information, or if you wish to join E.T.A., please write: Engineers and Technicians Association, P.O. Box 92259, Santa Barbara, CA 93190-2259."

Section 5.9

The County will allow a representative member of E.T.A. to make a twenty (20) minute presentation at scheduled countywide new hire orientation meetings. The County shall notify E.T.A. in advance of these orientation meetings. All statements made at the orientation including the presentation by the Association shall be of a nondefamatory nature.

ARTICLE 6. BULLETIN BOARDS

The County shall provide designated space for use by E.T.A. on existing bulletin boards at work locations with employees represented by ETA. All materials to be posted must be nondefamatory in nature, must be approved and signed by an E.T.A. official and shall be used for the following subjects:

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

ARTICLE 7. MEDICAL AND DENTAL COVERAGE

Section 7.1

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.

In recognition that the Affordable Care Act (ACA) is in the process of being implemented, the County and ETA agree that eligibility for benefits shall be as stated in this section unless otherwise dictated by the ACA.

Section 7.2

The County and E.T.A. agree that Preferred Provider Organization (PPO), Health Maintenance Organization (HMO) and Exclusive Provider Organization (EPO) medical plans, and self-funded Dental PPO and Dental Health Maintenance Organization (DHMO/HMO Dental Plan) dental plans shall be available to employees.

Section 7.3

During the term of this agreement, the County shall pay 100% (prorated for part-time employees) of the least expensive EPO Plan employee-only premiums. The County shall contribute up to \$13.03 twice monthly toward the cost of the 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. Insurance plan premiums that exceed the County's contribution shall be paid by the employee through payroll deductions.

Employees may select coverage from the following options:

Medical*

- PPO Medical Plan
- HMO Medical Plan
- EPO Medical Plan

* All medical plans include employee assistance program coverage.

Dental

- Self-funded PPO Dental Plan
- DHMO/HMO Dental Plan

Section 7.4

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

Section 7.5

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. Health insurance 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 in excess of eighteen (18) months at the start of the leave, the County will continue to make its contribution toward health plan coverage until such time as the leave is exhausted.

Section 7.6

The County's existing Labor/Management Health Oversight Committee shall include one Association representative or his/her alternate. Employee representatives shall receive reasonable release time to attend committee meetings.

Section 7.7

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.
- 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.

ARTICLE 8. STATE DISABILITY INSURANCE

Section 8.1

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.

Section 8.2

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.

Section 8.3

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 his/her SDI benefits up to 80% of gross salary.

If during the disability period the employee reaches his/her Maximum Allowable Accrual for vacation, then the employee shall be allowed to use up to forty (40) hours of vacation time, prior to the use of sick leave, overtime and/or holiday credits, in order to supplement his/her SDI benefits up to 80% of gross salary.

Section 8.4

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 11.5 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.

ARTICLE 9. FLEXIBLE SPENDING ACCOUNT PLAN

Section 9.1

All full- and part-time employees in E.T.A.-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 Options;
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 brochure and in the Legal Plan Document which is available to all employee organizations. Compensation received in accordance with Article 10 (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.

The County shall meet and confer with E.T.A. 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.

Section 9.2

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.

ARTICLE 10. BENEFIT ALLOWANCE

The County shall contribute \$230.24 per pay period per employee as 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.

ARTICLE 11. SICK LEAVE

Section 11.1

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.

Section 11.2

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

Section 11.3

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.

Section 11.4

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.

Section 11.5

When a member of his immediate family is seriously ill or injured and requires his presence and attendance, an employee may be allowed by his department head to use up to six days (48 hours) of his accumulated sick leave to attend such family member; 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. Subject to department head approval, an employee may exceed the six day limit to care for an immediate family member who has a catastrophic or life threatening illness as verified by a physician's statement.

Section 11.6

Up to a maximum of five days (40 hours) of his accumulated sick leave may be allowed by his department head to an employee for absence from duty because of any and each death in his immediate family.

Section 11.7

For the purposes of Section 11.5 and 11.6 above, "immediate family" is defined as husband, wife, parent, step-parent, brother, sister, child, step-child, grandparent, grandchild, and mother-in-law or father-in-law of the employee.

Section 11.8

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.

Section 11.9

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 service, except that unused sick leave balances shall be reinstated for employees rehired into the County service within one year of separation. 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 11.10

Employees who retire from the County shall have their accumulated sick leave credit of up to 2,080 hours added to their term of service for purposes of calculating retirement benefits.

ARTICLE 12. VACATION

Section 12.1

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.)	.0463hrs./96hrs.	288 hrs.
3-4 yrs.(25-48 mo.)	.0616hrs./128hrs.	288 hrs.
5-10 yrs. (49-120 mo.)	.0731hrs./152hrs.	360 hrs.
11-14 yrs.(121-168mo.)	.0847hrs./176hrs.	390 hrs.
15+ yrs.(169+ mo.)	.0962hrs./200hrs.	420 hrs.

Section 12.2

Annual vacation accrual may accumulate up to the Maximum Allowable Accrual provided for in chart 12.1 above.

Section 12.3

Notwithstanding the provisions of Section 12.2 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.

Section 12.4

No payment in lieu of accrued vacation shall be made to any employee except upon termination of employment. Terminating employees shall be paid for accumulated vacation as of the date of termination.

Section 12.5

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 are separated 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 12.7.

Section 12.6

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

Section 12.7

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 a time convenient to the employee, so long as such use is consistent with the needs of the service and work load of the department.

Section 12.8

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

Section 12.9

At the time of appointment in units represented by the Association, 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.

Section 12.10

In addition to any credit provided for in Section 12.10 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 Section 12.10, above, in determining the employee's vacation accrual rates.

ARTICLE 13. ADMINISTRATIVE LEAVE

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

Section 13.1

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.

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).

Section 13.2

Approval Required. Salaried employees do not have a right to administrative leave. This leave is not an entitlement, is not related to hours worked nor is it subject to

accrual or payment for unused leave. Use is 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. The department head shall exercise his/her discretion to grant administrative leave in a reasonable fashion.

Section 13.3

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 Administrator may approve additional administrative leave upon the written request of the department head.

ARTICLE 14. LEAVE DONATION

The purpose of this program is to provide a mechanism for assisting employees who have exhausted paid leave due to a serious or catastrophic illness or injury. This section 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 11.7) requiring the employee's attendance.

Conditions

Section 14.1

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*, vacation, overtime and holiday credits); except however, the department head 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.

*If the reason for requesting leave donation is not related to the employee's own illness, the employee's sick leave balance need not be exhausted.

Section 14.2

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.

Section 14.3

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.

Section 14.4

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

Section 14.5

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 department head.

Section 14.6

Upon approval of a request for donations, the department head (or his/her designee) shall, at the employee's request, notify other employees of the eligible employee's need for donations; 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.

Section 14.7

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.

Donors and hours donated shall be maintained as confidential payroll information.

Section 14.8

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 policy modify existing County rules, policies or agreements regarding unpaid leave of absence or family care leave.

ARTICLE 15. LEAVES OF ABSENCE

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) 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 11, 12 and 22 of this MOU.

ARTICLE 16 SALARIES

Section 16.1

Effective July 2, 2018, salaries for classifications represented by the union shall be increased by 3%.

Effective in Pay Period 15-2019 (July 1, 2019), salaries for classifications represented by the union shall be increased by 2.5%.

Effective in Pay Period 15-2020 (June 29, 2020), salaries for classifications represented by the union shall be increased by 2.5%.

ARTICLE 17. OVERTIME

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

Section 17.1

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

Section 17.2

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.

Section 17.3

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

Section 17.4

Overtime shall be placed in a Compensatory Overtime account or paid in the pay period in which earned 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 designated representative shall be given to the employee at least seventy-two (72) hours before the time off is to be taken.

Section 17.5

If an employee wishes to take compensatory time off it shall be requested at least 48 hours in advance. Approval of this request is subject to a determination by the department head of whether or not 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.

Section 17.6

Except upon termination of employment, hours in the Compensatory Overtime account as of the last pay periods ending prior to June 30 and December 31 shall be paid off in cash based on the employee's regular hourly rate of pay in effect at the time of payment. 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. Payments for compensatory overtime hours are taxable as lump sum payments in accordance with IRS and State Franchise Board regulations and are subject to withholding as required by law.

Section 17.7

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.

Section 17.8

Employees in classifications exempt from overtime compensation are eligible for administrative leave in accordance with the provisions of Article 13.

Section 17.9

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.

Section 17.10

"Emergency" for the purposes of Section 17.9 of this memorandum shall mean an emergency in the County of Santa Barbara, duly declared in writing by the Board of Supervisors, the County Administrator or Deputy County Administrator, and shall also include emergencies in other jurisdictions in the State of California, approved in writing as an emergency by the County Administrator or Deputy County Administrator of the County of Santa Barbara.

Section 17.11

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.

ARTICLE 18. MILEAGE

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.

ARTICLE 19. CALL-IN PAY

An employee who is eligible to receive overtime pay, but who is not assigned to or restricted by "Stand-By Duty" per Article 20 of this memorandum, shall receive a minimum credit of two hours of work time 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.

ARTICLE 20. STAND-BY DUTY

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

Section 20.1

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 services;
2. be readily reachable by telephone;
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.

Section 20.2

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.

Section 20.3

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

Section 20.4

Employees other than those exempted from overtime compensation shall, when called to active duty while on stand-by duty 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 affected employee's 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.

Section 20.5

No employee or other qualified person shall be paid for stand-by duty time and other compensable duty time simultaneously.

ARTICLE 21. BILINGUAL ALLOWANCE

Section 21.1

An employee, whose duty assignments require regular and frequent use of bilingual language skills in English and Spanish, 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.

Section 21.2

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 requiring regular and frequent use of bilingual language skills he/she shall receive an allowance of \$57.69 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.

Section 21.3

As used in Section 21.1 above, 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 any language in addition to English, occasional or incidental use of bilingual language skills or the use of bilingual language skills other than for the purpose of meeting the requirements of the job shall not warrant receiving the bilingual allowance.

ARTICLE 22. HOLIDAYS

Section 22.1

Holidays regularly observed by the County for employees represented by this agreement are:

New Year's Day, January 1
Martin Luther King Jr's Birthday, 3rd Monday in January
Washington's Birthday, 3rd Monday in February
Memorial Day, last Monday in May

Independence Day, July 4
Labor Day, 1st Monday in September
Veterans Day, November 11
Thanksgiving Day, 4th Thursday in November
Thanksgiving Day Friday, 4th Friday in November
Christmas Day, December 25
Two (2) Floating Holidays (see Section 22.2 below)

Section 22.2

All regular employees, including probationary employees, in a pay status (including paid leave) for any portion of pay period one each year, shall be credited with sixteen (16) hours holiday leave. Regular part-time employees shall receive a prorated equivalent. 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 Section 22.3 below.

Section 22.3

Holiday leave shall be subject to the approval and/or taken at the direction of the department head or designee.

Section 22.4

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.

Section 22.5

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

Section 22.6

In the following sections reference to sixteen (16) hours shall apply to regular full-time employees and in the case of regular part-time employee the sixteen (16) hours shall be a prorated equivalent.

Section 22.7

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.

Section 22.8

When a holiday falls on an employee's regularly scheduled day off, the employee shall accrue eight (8) hours of compensatory holiday time.

Section 22.9

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.

Section 22.10

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, accrue compensatory holiday time at straight time and cash payment at one half time for all hours worked up to eight (8) hours.

Section 22.11

In order to receive holiday compensation, an employee must be in a paid status on the scheduled work day immediately prior to and/or after the holiday.

Section 22.12

Notwithstanding Section 22.11, neither the first day of employment nor the last day of employment may be a holiday.

Section 22.13

Employees who accrue holiday time shall take the compensatory time during the same payroll year in which the holiday is accrued.

ARTICLE 23. REGISTRATION ALLOWANCE

A 5% allowance shall be paid to no more than one employee in the classification of Engineering Technician, Supervising, possessing a registration in the State of California as a professional Land Surveyor.

ARTICLE 24. RETIREMENT

Section 24.1

The County offers the following retirement plans:

1. Employees Hired Before October 10, 1994
Contributory Retirement Plan (Plan 5A – Half Rates FAS-1)
2. Employees Hired On or After October 10, 1994
Contributory Retirement Plan (Plan 5C – Half Rates FAS-3)
3. Employees Hired between June 25, 2012 and January 1, 2013

Contributory Retirement Plan, 2% at age 61 ¼ formula
(Plan 7 – Half Rates FAS-3)

4. Employees Hired on or after January 1, 2013
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.

Section 24.2

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 24.3

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

ARTICLE 25. PROFESSIONAL LICENSE FEES

Employees shall be reimbursed for professional license fees (e.g., registration as professional civil engineer, environmental health specialist, etc.), excluding any portion designated for political purposes, under the following conditions:

1. Possession of the license or certificate must be an ongoing requirement of the position; (a Class C driver license is not reimbursable under this provision);
2. 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);
3. If the employee has paid fees for the current licensing period in advance of the effective date of this Agreement, reimbursement shall be prorated (i.e., reimbursement shall be based on the percentage of the licensing period remaining after the effective date of the Agreement).
4. The County will reimburse employees for reasonable costs of continuing education units required to maintain certification if certification is required as a condition of employment. The County will meet and confer with the union regarding professional license fees and reasonable costs of continuing education for any additional classes which in the future require certification as a condition of employment.

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

ARTICLE 26. TRAINING, TUITION AND TEXTBOOK REIMBURSEMENT

To the extent funding is available, the County shall provide for tuition and textbook reimbursement for regular full-time employees up to a maximum of \$500 per fiscal year and in accordance with existing administrative regulations governing this program. Tuition reimbursement for regular part-time employees shall be prorated based on their part-time percentage.

ETA and the County have a shared interest in employees' having access to training that maintains or improves the quality of work performed by employees. Employees may request to participate in training at the Employees' University and other venues with reasonable notice; the ability to participate in such training shall not be unreasonably denied. The parties agree to reopen negotiations on this article in year two of the contract at the union's request.

ARTICLE 27. JURY DUTY OR WITNESS LEAVE OF ABSENCE

A leave of absence with pay not chargeable to sick leave or vacation shall be granted to an employee who serves on a jury or who is subpoenaed as a non-party witness for a civil or criminal proceeding in a court or administrative tribunal. All fees and perquisites collected by any officer or employee as a juror or a non-party witness shall be paid into the County Treasury in accordance with the procedures presented by the County Auditor-Controller.

ARTICLE 28. SPECIAL EQUIPMENT

The County agrees that if employees are required by the department to purchase special equipment that the cost of such equipment shall be paid for by the County. Any equipment purchased by the County shall be retained as County property.

ARTICLE 29. 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 County mediation program to appeal less than satisfactory performance evaluations.

The employee's supervisor shall complete the performance evaluation no later than the end of the pay period following the regular employee's anniversary date or the scheduled date of a special evaluation, if such special evaluation has been scheduled. The time period may be extended if the supervisor or the employee is not available or an emergency situation exists.

ARTICLE 30. REASSIGNMENT

Section 30.1

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 or another County 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.

Section 30.2

Before any bargaining unit member is moved permanently from one location to another, the County shall provide the following notice:

- a. change in work site -- five (5) working days notice
- b. change in work station -- three (3) working days notice

In addition, the supervisor of the work area shall discuss the impact of the move with the affected employee(s). Employees who are permanently reassigned from one work location to another and who believe the reassignment has been made for punitive, arbitrary, retaliatory (unless covered by EEOC), or capricious reasons may appeal to HR-Employee Relations, which will facilitate a meeting with the employees' department. The County and the union agree there should be a business reason for involuntarily reassigning employees permanently from one work location to another.

ARTICLE 31. CLASSIFICATION STUDY PROCEDURE

Section 31.1

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.

Section 31.2

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.

Section 31.3

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 Director of Human Resources for his 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.

Section 31.4

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.

ARTICLE 32. CIVIL SERVICE RULES

The parties agree to continue discussion regarding modernization of Civil Service Rules.

Prior to implementing any modification(s) to the Civil Service Rules, the County shall notify E.T.A. of any such change(s) and provide an opportunity to meet and confer. Any required negotiations regarding the proposed rule change(s) shall be concluded prior to presenting such change(s) to the Board of Supervisors for its determination.

ARTICLE 33. 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's choice as to which bank he/she designates 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.

ARTICLE 34. GRIEVANCE PROCEDURE

Section 34.1 Purpose

- A. To promote improved employer-employee relations by establishing grievance procedures on certain matters for which an appeal, hearing, or process is not provided by other existing regulations.
- B. To provide that grievances shall be heard and settled as informally as possible.
- C. To enable grievances to be settled as promptly and as closely as possible to the point of origin.
- D. To afford employees, individually or through qualified representation, a systematic means of obtaining consideration of complaints and disputes which constitute grievances as hereinafter defined.

- E. The E.T.A. agrees to encourage an employee to discuss his grievance with his 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.

Section 34.2 Grievance, Defined

For employees of the representation units covered by this Memorandum of Understanding a grievance shall be defined and processed as indicated below. This definition and procedure shall prevail over any other grievance definition and procedure for employees whose classification is included in the representation units covered by this Memorandum.

- A. Issues subject to the grievance procedure are those involving an alleged violation, misinterpretation or misapplication of either this Memorandum of Understanding or an established County policy expressed in rules, regulations, resolutions, ordinances, or a written agreement between the parties; except for those issues that provide their own means of appellate procedure such as, but not limited to, Civil Service Commission matters, Workers' Compensation, Occupational Safety and Health Act, Fair Employment Practice Commission, or any of the management rights currently enumerated in the County's Employer-Employee Relations Policy and the impact or consequences of the exercise of said rights.
- B. E.T.A. 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 an inconsistent application of policy where the inconsistency results in a denial of the employees' rights under those policies defined in "A" above.

Section 34.3 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 E.T.A. 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 his behalf without fear of restraint, interference, coercion, discrimination or reprisal.
- C. E.T.A. Representatives 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 E.T.A. Representatives 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 Personnel Department, other County departments and E.T.A., 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 his E.T.A. Representative.
- F. Both the County and the grievant or his E.T.A. Representative shall be responsible for giving notice of meetings and conferences to their representative parties at least twenty-four (24) hours prior to any meeting regarding a grievance whenever possible.
- G. The employee has the right to the assistance of one E.T.A. Department Representative in addition to the E.T.A. staff representative in the preparation and/or presentation of his written grievance. An employee is also entitled to represent himself 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 his designation of representation other than designating himself during the grievance procedure. In the event E.T.A. determines there is no violation or the proposed settlement is just, E.T.A. 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.
- H. The grievant may withdraw the grievance at any stage of the formal grievance procedure by affixing his signature in the proper space on the Personnel Department's copy of the grievance form which shall then become a part of the Personnel Department's records.
- I. If the employee's grievance is resolved at Step 1, 2, or 3 in the formal grievance procedure, as provided in Section 34.7, 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 his signature in the appropriate space indicated on the Personnel Department's copy of the formal grievance form.

- J. 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.
- K. 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.
- 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.
- M. By mutual agreement, the parties may waive any step of the grievance procedure included in subsection 34.6 or 34.7.

Section 34.4 Time Off for Processing of Grievances

The grievant and/or his E.T.A. Representative 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 his 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 E.T.A. Representative is a County employee, 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 County employee may be employed outside the same work unit or location, provided that said representative is no longer than ten (10) 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 E.T.A. Representative who is a County employee shall obtain permission from his supervisor and shall report back to his supervisor when the grievance work is completed.
- D. A grievant or grievant's E.T.A. Representative who is a County employee shall not leave his job to perform any grievance work unless his supervisor determines that his absence will not unduly interfere with the work of the unit in which he 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 E.T.A. Representative must go into a section, department, or work unit to investigate or process a grievance, he shall be permitted to do so provided that:
 - 1. He explains the purpose of his visit, who he is 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 an E.T.A. Representative when he 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.

Section 34.5 Time Limits

- A. Time limits specified in Section 34.7 may be extended by mutual consent, in writing, of the grievant and/or the E.T.A. Representative, and the County.
- B. Failure by a grievant or E.T.A. Representative to file an appeal within the specified time limits provided in Section 34.7, 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.
- C. Failure by management to respond to the employee's grievance within the time limit specified automatically grants to the employee or his representative the right to process the grievance to the next level.

Section 34.6 Informal Procedure

Any employee having a grievance should verbally present same directly to his 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 his grievance to the proper agency, organization, or authority.

Section 34.7 Formal Procedure

Step 1: Immediate Supervisor

An employee may submit a formal grievance, on forms provided by the County as provided in Section 34.3, paragraph B, by filing one copy with his immediate supervisor and one copy with the Personnel 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 his 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

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 failure to respond to the grievance.

- A. In larger departments such as Public Works, Health Care Services, General Services and Social Services, it may be necessary to involve the division or section head in the processing of the grievance, in which case the appeal from Step 1 shall be filed with the appropriate division or section head as determined by the department. Within ten (10) working days from the receipt of the appeal, the division or section head shall deliver his written decision to the grievant and his E.T.A. Representative. Any grievance settled at this phase of Step 2 shall be subject to review and confirmation of the respective department head before the settlement may become effective. Such review shall occur within seven (7) working days or the grievance shall automatically be moved to the department head level as in "B" below.
- B. If the grievance is not settled or an answer is not forthcoming from the division or section head, the grievance may be appealed in writing within seven (7) working days from the receipt of the decision from the division or section head to the department head. Within ten (10) working days from the receipt of the appeal, the department head or his representative shall meet with the employee to discuss the grievance unless the parties agree not to meet. The department head shall deliver a written decision to the grievant and his E.T.A. Representative within ten (10) working days from the meeting or from the date the parties agreed not to meet.

Step 3: County Administrator

If the grievance is not settled or an answer not forthcoming, the grievant and/or the E.T.A. 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 Administrator. Within ten (10) working days from receipt of appeal, the County Administrator, or his designated representative shall deliver his written decision to the grievant and the E.T.A. 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, the grievance may be submitted within ten (10) working days, to the Employee Relations Officer for arbitration. 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. 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 himself, he shall be solely responsible for his 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 jurisdiction or authority to alter, in any way, the provisions of this Memorandum.

- D. Except as provided in Steps 5 and 6, the decision of the Arbitrator shall be final and binding on both parties. 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 E.T.A. 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 E.T.A. 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 E.T.A., the issue or issues of the grievant as set forth in the written grievance shall be an issue to be submitted to arbitration.
- F. A grievance not appealed to arbitration within ten (10) working days after the County Administrator's, or his 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.

Step 5: Advisory Arbitration

Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of a Memorandum of Understanding currently in effect may be submitted to arbitration hereunder as set forth in Step 4. In no event shall such arbitration extend to:

- A. The interpretation, application, or legality of any state or local law, ordinances or resolutions adopted by the County's Board of Supervisors; however, if the Arbitrator, in his discretion, finds it necessary to interpret or apply such state or local law or ordinance or resolutions in order to resolve the grievance which has been submitted to arbitration, he may do so.
- B. The interpretation, application, or legality of any or all of the County of Santa Barbara Civil Service Commission Rules, nor matters under the jurisdiction of said 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 his discretion, finds it necessary to interpret or apply such Civil Service Rules or matters under the jurisdiction of said Civil Service Commission in order to resolve the grievance which has been submitted to the Arbitrator, he may do so.

- C. The interpretation, application, or the legality of the rules or regulations of the department head, or the County Administrator, or any other county agency, or commission; however, if the Arbitrator, in his 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, he may do so.

Step 6: Board of Supervisors Right to Final Decision

The Arbitrator's decision and award provided for in Step 4 shall be final and binding on the parties unless the Board of Supervisors, 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 Administrator, or his designated representative, and the E.T.A. 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.

ARTICLE 35. TECHNOLOGICAL AND ECONOMIC CHANGES

The County agrees to consult with E.T.A. when technological or economic changes occur which would significantly affect the employees covered by this Memorandum of Understanding or would result in a substantial number of layoffs of employees represented by E.T.A. For purposes of this Article, "substantial" shall be defined as being in excess of 3% of the unit size. The County shall also provide E.T.A. with a designation of affected classes, the number of positions in each affected class and an abstract of the employees affected by a layoff at least sixty (60) calendar days prior to the effective date of layoffs caused by technological changes.

The County shall provide E.T.A. with a designation of affected classes, the number of positions in each affected class and an abstract of the employees affected by a layoff at least sixty (60) calendar days prior to the effective date of layoffs caused by economic changes whenever practicable, and will provide notice at least thirty (30) calendar days prior to the effective date thereof of any such layoffs.

It is understood that any staffing changes within a sixty (60) or thirty (30) day period that may change a layoff abstract shall not trigger a new minimum notice period.

ARTICLE 36. 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.

ARTICLE 37. COMMITMENT TO PERFORM JOB DUTIES

ETA, a professional organization born out of a commitment to foster cooperative relationships with County Management, agrees for the mutual benefit of ETA, the County, and the public, not to sanction, encourage or support any strike, work actions or other concerted activity by employees which would adversely affect their ability to carry out the full, faithful, and proper performance of the duties of their employment during the term of this Agreement.

Employees represented by E.T.A. agree that they will 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 term "strike, work action or other concerted activity" means any concerted failure to report for duty, any concerted absence from position, 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, or other concerted activity" also means any participation in any 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.

In the event that any of the activities listed above occurs in violation of this agreement, E.T.A. and the County shall issue a joint notice addressed to the employees declaring the strike or other concerted activity is unlawful and goes against the spirit, intent and the agreement ratified by this MOU, and directing them to cease their actions and immediately return to work.

ARTICLE 38. BACK TO WORK PROGRAM

Section 38.1

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

Section 38.2

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.

ARTICLE 39. LONG TERM DISABILITY INSURANCE

The County shall provide a Long Term Disability Insurance Plan for employees represented by the Association. 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 (60%) of pre-disability earnings up to a maximum monthly benefit in accordance with specific plan provisions and exclusions.

ARTICLE 40. TERM LIFE INSURANCE

Employees represented by the Association 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.

ARTICLE 41. SPECIAL DUTY ALLOWANCE

Employees in the Surveyor Division of the Public Works Department who earn and maintain a California Professional Land Survey License shall receive a 5% special duty allowance.

ARTICLE 42. USE OF COUNTY COMPUTER RESOURCES

Employee's 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 E.T.A. 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.

ARTICLE 43. 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.

ARTICLE 44. MEET AND CONFER DURING TERM

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

ARTICLE 45. LEAVE OF ABSENCE POLICY

During the term of this Agreement and upon request of the County, the County and E.T.A. will meet and confer on the issue of a comprehensive leave of absence policy and related changes in terms and conditions of employment. Provided, however, that the County shall not implement a comprehensive leave of absence policy or make related changes in terms and conditions of employment without mutual consent.

ARTICLE 46. CONCLUSIVENESS OF AGREEMENT

Section 46.1

The provisions contained in this Agreement shall prevail over County practices and procedures and over State laws to the extent permitted by State law. In the absence of specified provisions in this Agreement such practices and procedures are discretionary.

Section 46.2

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

Section 46.3

This Section does not apply to the County's Civil Service System or to the rules adopted to administer the Civil Service System.

ARTICLE 47. SEPARABILITY

Should any provision of this agreement be held inoperative, void or invalid by the state or federal legislature or 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.

ARTICLE 48. OBLIGATION TO MEET AND WAIVER CLAUSE

Section 48.1

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 E.T.A. 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.

Section 48.2

In the event any new practice, subject or matter arises during the term of this agreement and an action is proposed by the County, E.T.A. 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 E.T.A. 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.

Section 48.3

If successor agreements with SEIU Local 721 or SEIU Local 620 exceed the financial terms received by the Engineers & Technicians Association in any fiscal year regarding base salary increases and equity adjustments, through the end of this MOU, the County agrees to increase the financial terms received by ETA by a similar amount. How those financial terms would be applied would be determined through collective bargaining.

ARTICLE 49. MEDIATION AT TIME OF IMPASSE

Section 49.1

If the management representatives and E.T.A. fail to reach an agreement on matters within the scope of representation, and the parties are unable to agree on a method of solving the dispute, an impasse meeting shall be scheduled promptly by the parties involved, unless they mutually agree to extend the impasse date. The purpose of such impasse meeting is to permit review of the positions, needs and interests of E.T.A. and the County.

Section 49.2

At that meeting either party may request mediation. E.T.A. and the County shall then proceed to mediation to assist the parties in the resolution of the dispute with a mediator from the State Mediation and Conciliation Service.

Section 49.3

The mediator shall review the information presented by E.T.A. and the County and shall obtain such other information as considered necessary. The mediator shall hold meetings and attempt to resolve areas of disagreement between E.T.A. and the County.

Section 49.4

The mediator shall make no public recommendations nor take any public position regarding issues. All mediation sessions shall be confidential.

Section 49.5

The cost of mediation and related administrative costs, if any, shall be divided equally between E.T.A. and the County.

Section 49.6

In the event mediation is not successful, E.T.A. and the County may mutually agree to submit the relevant facts and issues to a fact-finder(s) in accordance with the procedures established in the Employer-Employee Relations Policy of the County of Santa Barbara (currently Resolution 75-743).

ARTICLE 50. ALTERNATIVE WORK SCHEDULES, JOB SHARING, AND TELEWORKING

Section 50.1

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. 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.

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

Section 50.2

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 50.3

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

ARTICLE 51. TERM OF AGREEMENT

The County and E.T.A. agree that this Memorandum of Understanding shall not be binding upon the parties either in whole, or in part, unless and until ratified by E.T.A. members 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 June 27, 2021.

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 (60) days prior to the termination date of the agreement. It 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 (120) days nor less than sixty (60) days prior to the termination date of this agreement, unless the parties mutually agree otherwise. The initial meeting shall be held within two weeks of the request to meet and confer. Any request to meet and confer made earlier than ninety (90) days prior to the termination of this agreement must be accompanied by written proposals as an indication of readiness to meet and confer. The responding party will to the best of its ability provide its own proposals by the third meeting.

DATED: _____

DATED: _____

COUNTY OF SANTA BARBARA

ENGINEERS AND TECHNICIANS
ASSOCIATION

Tracy Rogers

Henry J. Bongiovi

Robert Clark

David Brummond

Joseph M. Pisano

Steven Nailor