

**MEMORANDUM OF UNDERSTANDING  
BETWEEN COUNTY OF SANTA BARBARA AND  
THE DEPUTY DISTRICT ATTORNEYS ASSOCIATION**

<u>SECTION 1. RECOGNITION</u> .....	1
<u>SECTION 2. NON-DISCRIMINATION</u> .....	1
<u>SECTION 3. RIGHTS OF THE PARTIES</u> .....	2
<u>SECTION 4. MEET AND CONFER OBLIGATIONS</u> .....	5
<u>SECTION 5. SALARY</u> .....	6
<u>SECTION 6. MEDICAL AND DENTAL COVERAGE</u> .....	6
<u>SECTION 7. FLEXIBLE SPENDING ACCOUNT PLAN</u> .....	8
<u>SECTION 8. BENEFIT ALLOWANCE</u> .....	9
<u>SECTION 9. SICK LEAVE</u> .....	9
<u>SECTION 10. VACATION</u> .....	11
<u>SECTION 11. HOLIDAYS</u> .....	12
<u>SECTION 12. LEAVE DONATION</u> .....	13
<u>SECTION 13. ADMINISTRATIVE LEAVE</u> .....	15
<u>SECTION 14. RETIREMENT</u> .....	16
<u>SECTION 15. OVERTIME</u> .....	17
<u>SECTION 16. MILEAGE</u> .....	18
<u>SECTION 17. BAR DUES</u> .....	18
<u>SECTION 18. PROFESSIONAL EXPENSES</u> .....	18
<u>SECTION 19. DUTY DEPUTY PAY</u> .....	19
<u>SECTION 20. LONG TERM DISABILITY INSURANCE</u> .....	20
<u>SECTION 21. TERM LIFE INSURANCE</u> .....	20
<u>SECTION 22. PERFORMANCE EVALUATIONS</u> .....	20
<u>SECTION 23. AUTOMATIC PAYROLL DEPOSIT</u> .....	21
<u>SECTION 24. PAYROLL SIMPLIFICATION</u> .....	21
<u>SECTION 25. LEAVE OF ABSENCE POLICY</u> .....	21
<u>SECTION 26. RETURN TO WORK</u> .....	21
<u>SECTION 27. NO STRIKE CLAUSE</u> .....	21
<u>SECTION 28. CONCLUSIVENESS OF AGREEMENT</u> .....	22
<u>SECTION 29. SAVINGS CLAUSE</u> .....	22
<u>SECTION 30. OBLIGATION TO MEET AND WAIVER CLAUSE</u> .....	23
<u>SECTION 31. GREIVANCE PROCEDURE</u> .....	23
<u>SECTION 32. TERM OF AGREEMENT</u> .....	30

**DECEMBER 19, 2016 THROUGH JUNE 30, 2019**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN COUNTY OF SANTA BARBARA AND  
THE DEPUTY DISTRICT ATTORNEYS 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 Deputy District Attorneys Association (Hereinafter referred to as "ASSOCIATION") recognized as the majority bargaining representative for the Deputy District Attorneys representation unit.

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.

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the Santa Barbara County Board of Supervisors and the members of the Association. It is agreed that this Memorandum of Understanding shall not be binding upon the parties - either in whole or in part - unless and until approved by the Association and unless and until approved by the Board of Supervisors.

The County agrees to maintain any and all benefits described herein during the term of this agreement.

**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 Association as the certified majority representative of the employees in the above representation unit.

The Association agrees to provide the County's Human Resources Director/Employee Relations Officer with a list of Association officers and representatives who are authorized to meet and confer in good faith. The Association shall also provide the above officials with a list of all authorized staff representatives. The County shall notify the Association of the duly authorized Management Representatives who are authorized to meet and confer in good faith.

All lists shall be kept current by the parties.

**SECTION 2. NON-DISCRIMINATION**

The provisions of this agreement shall be applied equally to all employees covered hereby without discrimination because of race, color, sex, age, disability, national origin, religious affiliation, or Association membership.

### SECTION 3. RIGHTS OF THE PARTIES

#### A. County Rights

1. The County retains, consistent with applicable laws, certain management rights which include 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.
2. It also retains the sole right to administer the Civil Service system and, consistent with Civil Service rules and procedures, 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, 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.
3. 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.
4. This section is not intended to restrict consultation with employees or employee representatives regarding matters within the right of the County to determine.

#### B. Employee Rights

1. Subject to the provisions of this agreement as well as other applicable law, employees of this unit 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 exercise of these rights.

C. Association Rights

1. The County shall deduct membership dues from employees in the Deputy District Attorneys representation unit when such deductions have been authorized in writing by the individual employee on a form acceptable to the Auditor-Controller and shall transmit such deductions to the Association.
2. Each pay period the County shall provide the Association with a membership dues checkoff list. Said list shall be without cost to the Association.
3. The Association 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 checkoff for dues of the Association, or its failure to do so.
4. Reasonable time off with pay will be granted to Association officers and negotiators for the purpose of meeting and conferring or consulting with the County subject to the approval of the department head as to specific times.

D. Agency Shop

1. Agency Fees

Agency shop as used in this section means an organizational security agreement as defined in Government Code Section 3502.5 and applicable law.

If the Association submits to the County Human Resources Department definitive, signed evidence showing sufficient, Association-wide support (in excess of 50%) for creation of an agency shop arrangement applicable to all employees within the bargaining unit, then the County shall enter into such an arrangement as described in this section as soon as practicable upon receipt of such evidence.

Each employee in the Association bargaining unit as a regular full-time or part-time employee shall be required within 30 days of his/her first day of employment in the bargaining unit to choose to: a) become a member in good standing of the Association; or, b) satisfy the agency fee financial obligations set forth below, unless

he/she qualifies for the religious exemption set forth in subsection 2 below.

Unless the bargaining unit member has: a) voluntarily submitted to the County an effective dues deduction request; b) individually made direct financial arrangements satisfactory to the Association as evidenced by notice of the same by the Association to the County; or c) qualified for exemption upon religious grounds as provided below, the County shall within 10 days upon receipt of notice from the Association process a mandatory agency fee payroll deduction in the appropriate amount and forward that amount to the Association.

The amount of the fee to be charged shall be determined by the Association subject to applicable law, and shall be an amount not to exceed the normal membership dues and general assessments applicable to Association members. The amount of the agency fee shall not include expenditures prohibited by law.

The Association shall comply with applicable law regarding disclosure and allocation of its expenses, notice to employees of their rights to object, provision for agency fee payers to challenge the Association's determinations of the amounts chargeable, and appropriate escrow provisions to hold contested amounts while the challenges are underway.

The foregoing description of permissible agency fee charges and related procedures is included herein for informational purposes and is not intended to change applicable law. The County will promptly remit to the Association all monies deducted, accompanied by a list of employees for whom such deductions have been made.

## 2. Religious Exemption from Agency Fee Obligations

Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to pay an agency fee, but shall pay by means of mandatory payroll deduction an amount equal to the agency fee to a non-religious, non-labor, charitable organization exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code and serving residents of Santa Barbara County as designated by the employee from a list provided by the Auditor Controller.

To qualify for the religious exemption the employee must provide to the Association, with a copy to the County, a written statement of

objection, along with verifiable evidence of membership in a religious body as described above. The County will implement the change in status within thirty days unless notified by the Association that the requested exemption is not valid. The County shall not be made a party to any dispute arising relative to the determination of religious exemption.

Any of the above-described payment obligations shall be processed by the County in the usual and customary manner and timeframes.

3. Leave Without Pay/Temporary Assignment Out of Unit

Employees on an unpaid leave of absence or temporarily assigned out of the unit shall be excused from paying agency fees or charitable contributions.

4. Rescission of Agency Shop

The agency shop provision may be rescinded pursuant to the procedures contained in Government Code Section 3502.5(b).

5. Indemnification/Hold Harmless Clause

The Association agrees to fully indemnify and defend the County and its officers, employees, and agents against any and all claims, proceedings, and liability arising, directly or indirectly, out of any action taken or not taken by or on behalf of the County under this section.

Upon request of the Association, the parties shall meet and confer on the issue of the terms and conditions of a successor Agency Shop provision.

**SECTION 4. MEET AND CONFER OBLIGATIONS**

Both the County and the Association agree to meet and confer in good faith regarding wages, hours, and other such terms and conditions of employment as are germane to the meet and confer process and shall fully consider such presentations as are made during those proceedings prior to arriving at a determination of position or policy.

"Meet and Confer in good faith" means that both the Board and the Association agree to comply with Government Code section 3500 et seq. in the meet and confer process.

## SECTION 5. SALARY

- A. Effective December 19, 2016, salaries for employees represented by the Association will be increased by 2%.
- B. Effective July 3, 2017, salaries for employees represented by the Association will be increased by 2.5%.
- C. Effective July 2, 2018, salaries for employees represented by the Association will be increased by 2.5%.
- D. Movement within the salary range for Deputy District Attorney I, II, and III classifications shall be governed by Civil Service Rule 409. Increases on the salary band for Deputy District Attorney IV and Senior classifications shall be 0% for less than satisfactory performance, 2% for satisfactory performance, and 3.5% for exceptional performance.

## SECTION 6. 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.
- B. Preferred Provider Organization (PPO), Health Maintenance Organization (HMO) and Exclusive Provider Organization (EPO) medical plans, and PPO and Dental Maintenance Organization (DMO) dental plans shall be available to employees.
- C. During the term of this agreement the County shall pay 100% (prorated for part-time employees) of the least-expensive medical and dental EPO employee-only premiums. 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. 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(s)
- HMO Medical Plan(s)
- EPO Medical Plan(s)

\* All medical plans include employee assistance program coverage.

Dental

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

- D. 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.
- E. Employees who are placed on a leave of absence resulting from a medical condition including injury, illness, pregnancy and childbirth shall receive the County contribution toward health plan coverage for a leave period up to eighteen 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.
- F. If two regular County employees are either a) married to each other or b) registered as domestic partners as defined 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.

#### SECTION 7. FLEXIBLE SPENDING ACCOUNT PLAN

- A. All full-time and part-time employees in Association 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.

The 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 Section 8 (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 the Association 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 8. 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.
  
- B. 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.

## SECTION 9. SICK LEAVE

- A. Each regular full-time or 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. Employees represented by the Association shall receive eighty (80) hours sick leave accrual upon appointment or such prorated amount for regular part-time employees. Employees entering the unit from another County classification not eligible for this advance, shall retain their current sick leave balances and shall only receive additional sick leave accrual necessary to provide a balance of eighty (80) hours sick leave.
  
- C. Unused sick leave shall be cumulative from year to year, with no accrual limit.
  
- D. 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.
  
- E. 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.
  
- F. 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 appointing authority 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 immediately 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.

- G. Up to a maximum of five days (40 hours) of his accumulated sick leave may be allowed by his appointing authority to an employee for absence from duty because of any and each death in his immediate family.
- H. For the purposes of Section F and G 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.
- I. 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.
- J. Each regular full-time or regular part-time 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 by the time of termination.
- K. Any payment made under Section J above will be made only once to an employee in his 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.
- L. 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 of service, except that unused sick leave balances shall be reinstated for employees rehired into the County service within one year of separation. Except as provided in Section J, 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.

- M. Employees who retire from the County shall have their accumulated sick leave credit of up to 2,088 hours added to their term of service for purposes of calculating retirement benefits.

SECTION 10. 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.

<u>Continuous County Service</u>	<u>Hourly/Annual Accrual</u>	<u>Maximum Allowable Accrual</u>
0- 2 yrs ( 0- 24 mos.)	.0463 hrs/ 96 hrs.	368 hrs.
3- 4 yrs ( 25- 48 mos.)	.0616 hrs/128 hrs.	368 hrs.
5-10 yrs ( 49-120 mos.)	.0731 hrs/152 hrs.	440 hrs.
11-14 yrs (121-168 mos.)	.0847 hrs/176 hrs.	470 hrs.
15+ yrs (169+ mos.)	.0962 hrs/200 hrs.	500 hrs.

- B. Annual vacation accrual may accumulate up to the Maximum Allowable Accrual provided for in the chart in A above.
- 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 termination of employment. Terminating employees shall be paid for accumulated vacation as of the date of termination.
- 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.
- 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.

- 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 Association, employees appointed from outside Santa Barbara County government service from a city, county, state agency, federal agency or special district, shall receive credit for their prior years of public agency service towards their annual vacation accrual rate if that public agency experience ended within six months of the date of 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 11. HOLIDAYS

- A. Holidays regularly observed by the County for employees represented by this agreement are:
  - New Year's Day, January 1
  - Dr. Martin Luther King'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, the day after Thanksgiving
  - Christmas Day, December 25
  - Floating Holiday (See paragraph B below)
- B. All regular employees in a pay status (including paid leave) for any portion of pay period one each year, shall be credited with eight (8) 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 Paragraph C below.

- C. Holiday leave shall be subject to the approval and/or taken at the direction of the appointing authority or designee.
- D. 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.
- E. Regular employees leaving County service shall be paid all compensatory holiday time which has accrued but has not been otherwise compensated.
- F. 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.
- G. 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, the employee shall accrue eight (8) hours of compensatory holiday time.
- H. 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.
- I. Employees who accrue holiday time shall take the compensatory time during the payroll year in which the holiday is accrued.
- J. 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. Neither the first day of employment nor the last day of employment may be a holiday.

## SECTION 12. LEAVE DONATION

Employees shall be eligible to participate as donors and recipients in the leave donation program, which provides a mechanism for assisting employees who have exhausted paid leave due to a serious or catastrophic illness or injury. This program allows a regular County employee to donate the monetary value of accrued vacation,

holiday or overtime hours to a specific, eligible 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 9, Paragraph H) requiring the employee's attendance.

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/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.
- F. Upon approval of a request for donations, the appointing authority (or his/her designee) shall, at the employee's request, post a notice of the eligible employee's need for donations 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.

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

- 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 leave.

### SECTION 13. 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.

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 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 108 hours of administrative leave per payroll year. The County Administrator may approve additional administrative leave upon the written request of the department head.

#### SECTION 14. 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)
  - 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  
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 County may adjust the employee contribution rates to the Contributory Retirement Plans when such adjustments are based on an Actuary Report, recommended by the Retirement Board and approved by the Board of Supervisors. Prior to implementing employee contribution rate adjustments, the County shall give notice and upon request provide an opportunity to meet. The purpose of the meeting will be to discuss the implementation of the contribution rate changes. The effective date of the rate adjustments shall be in accordance with the applicable provisions of the County Employees Retirement Law of 1937.
- C. Beginning on June 25, 2012, employees will pay one-half of the annual increase in Retirement COLA Normal costs, not to exceed a cap in their increased costs of 2% in any given year.
- D. The parties will reopen on/after September 1, 2017 regarding retirement and potential salary increases. The Association shall have full impasse rights related to such negotiations at that time.

#### SECTION 15. OVERTIME

- A. Employees represented by this agreement shall be exempt and shall not receive overtime compensation, except in an emergency as provided below.
- B. Regular employees in classifications exempt from overtime compensation and therefore not otherwise eligible for overtime pursuant to this agreement shall be paid 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.
- C. "Emergency" for the purposes of this section shall mean 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 16. 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. If there are any changes in Internal Revenue Service exemptions, the County shall notify the Association.

## SECTION 17. BAR DUES

The County shall pay attorneys' State bar dues excluding the portion designated for political purposes, under the following conditions:

1. Possession of the license must be a requirement of the position;
2. The employee may not use the license for outside employment;
3. If the employee leaves County employment during the year, the County's contribution shall be pro-rated (i.e., if the bar dues have been paid in advance by the County, the employee shall be required to reimburse the County for the pro-rated portion of the dues).
4. During the term of this agreement, the County shall reimburse employees in Association represented job classifications annually for the cost of California District Attorneys Association Deputy District Attorney dues.

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

## SECTION 18. PROFESSIONAL EXPENSES

- A. The County shall provide reimbursement to a maximum of \$500.00 per fiscal year to each attorney for equipment, supplies, professional training and/or professional books, periodicals, subscriptions or computer software. No unused funds will carry over from one fiscal year to the next. Requests for reimbursement shall be submitted to the department head for approval in accordance with the following criteria:
  1. The equipment, supplies, professional training, course, seminar, and/or professional books, periodicals, subscriptions or software must relate directly to the attorney's work assignment.

2. The course or seminar must be sponsored by a bona fide training institution, professional organization or accredited college or university.
3. The request must be received prior to, during or immediately after the period the course or seminar is conducted.
4. The duration or quality of the attorney's work performance with the County of Santa Barbara may be considered at the department head's discretion.

Claims for reimbursement submitted to the Auditor-Controller through the department head for payment shall be accompanied by:

1. Evidence of satisfactory course completion.
2. Receipt for payment of tuition or registration fees or invoice for books, etc.
3. Approved application for tuition reimbursement.

The Auditor-Controller may periodically examine records to assure compliance with the conditions contained herein and with generally accepted auditing standards.

- B. In addition to Subsection A above, to the extent funding is available, employees represented by the Association may apply for tuition and textbook reimbursement up to a maximum for regular full-time employees of \$250 per fiscal year through the County's Tuition Reimbursement Program 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.

#### SECTION 19. DUTY DEPUTY PAY

The District Attorney shall establish and maintain procedures to provide a Duty Deputy Program to make a departmental representative available outside regular office hours. The Duty Deputy Program shall provide for up to two (2) employees at a time to be compensated in accordance with the following:

1. The Duty Deputy assigned by the department head will:
  - a. Be ready to respond immediately to calls for their services.
  - b. Be readily reachable by telephone or paging device.

- c. Be readily reachable to report to work locations.
  - d. Refrain from activities which may impair their ability to perform their assigned duties.
2. Compensation shall be at a rate of \$800 per pay period and shall be paid in the pay period in which assigned duty deputy.
  3. Work time for an employee called to active duty while assigned Duty Deputy status shall not be recognized for additional compensation or accrued for additional time off.
  4. No employee shall be paid for duty deputy time and other compensable duty time simultaneously.

#### SECTION 20. LONG TERM DISABILITY INSURANCE

The County shall provide a Long Term Disability Insurance Plan for all 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 County shall cover 100% of the cost of the insurance.

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.

#### SECTION 21. 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. The County shall pay the premiums, and the administration of the plan shall be identical to the County sponsored Group Term Life Insurance Plan. Part-time employees must be employed a minimum of fifty percent (50%) of full-time in order to be eligible for insurance benefits.

#### SECTION 22. 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.

### SECTION 23. 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.

### SECTION 24. 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 25. LEAVE OF ABSENCE POLICY

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. In addition, the County agrees to reopen negotiations at the Association's request on the issue of Leaves of Absence for its members.

### SECTION 26. RETURN TO WORK

- 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 27. NO STRIKE CLAUSE

Employees represented by the Association 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, and until negotiation

and impasse procedure obligations in connection with a successor agreement are exhausted.

The Association 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 or 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 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.

In the event that a strike, work action or other concerted activity occurs in violation of this agreement, the Association 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 28. CONCLUSIVENESS OF AGREEMENT

- A. The provisions contained in the Agreement shall prevail over County practices and procedures and over State laws to the extent permitted by State law.
- B. The 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.
- C. This Section does not apply to the County's Civil Service System or the rules adopted to administer the Civil Service System.

#### SECTION 29. 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.

### SECTION 30. OBLIGATION TO MEET AND WAIVER CLAUSE

During the term of this agreement, the parties agree to reopen negotiations at the Association's request on the issue of secured parking.

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 Association expressly waive and relinquish the right, during the term of this Memorandum to meet and confer with respect to the renegotiation, alteration or change of any Section or any part, term, condition or language thereof, in this instant Agreement.

In the event any new practice, subject or matter arises during the term of this agreement (e.g., a new statutory or regulatory mandate, or an issue not covered by the provisions of this agreement), that is within the scope of bargaining, and an action is proposed by the County, the Association 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 Association reserves the right to then take whatever lawful action deemed necessary.

Me-Too Provision: If successor agreements with the Public Defenders' bargaining unit or the Civil Attorneys Association exceed the financial terms received by the Deputy District Attorneys' 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 the Deputy District Attorneys' Association by a similar amount. How those financial terms would be applied would be determined through collective bargaining.

The waiver of any breach of any term or condition of the Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

### SECTION 31. 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 Association 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.

#### 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 the Memorandum 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 Association 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.

#### 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 Association 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. Association 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 Association 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 Human Resources Department, other County departments and the Association, 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 Association Representative.

F. The employee has the right to the assistance of one Association 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 the Association determines there is no violation or the proposed settlement is just, the Association 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 his 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.

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 his 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 his Association 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. Grievant's 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 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 Representative 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 Representative 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 Association 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 Association Representative when he is granted access to County work sites.

F. 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 Association Representative, and the County.
- B. Failure by a grievant or the Association 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.
- 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.

#### Subsection 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.

#### 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 his 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 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

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.

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 Association 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 Association Representative.

#### Step 4: Mediation

If the grievance is not settled or an answer not forthcoming, the grievant and/or the Association 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 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 Association 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 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. In relation to alleged violations of Memorandum of Understanding (including side letters 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 Association 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 Association 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 Association, 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 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.

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 his 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, he may do so.

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 his 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, he may do so.

3. 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 (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 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 Association 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.

## SECTION 32. TERM OF AGREEMENT

The County and the Association agree that this Memorandum of Understanding shall not be binding upon the parties either in whole, or in part, unless and until ratified by the membership of the Association 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 30, 2019. Either party may serve written notice prior to September 1st to meet and confer concerning possible changes in the provisions of this 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.

Dated: \_\_\_\_\_

County of Santa Barbara

\_\_\_\_\_  
Tracy Rogers

\_\_\_\_\_  
Robert Clark

\_\_\_\_\_  
Joseph Pisano

Dated: \_\_\_\_\_

Santa Barbara County  
Deputy District Attorneys Association

\_\_\_\_\_  
Lee Carter

\_\_\_\_\_  
Stephen Foley

\_\_\_\_\_  
Stuart Adams  
Adams, Ferrone, & Ferrone