

**MEMORANDUM OF UNDERSTANDING BETWEEN  
COUNTY OF SANTA BARBARA AND  
SANTA BARBARA COUNTY PROBATION PEACE OFFICERS ASSOCIATION**

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**APRIL 27, 2015 THROUGH SEPTEMBER 24, 2017**

**MEMORANDUM OF UNDERSTANDING BETWEEN  
COUNTY OF SANTA BARBARA AND  
SANTA BARBARA COUNTY PROBATION PEACE OFFICERS ASSOCIATION**

**SECTION 1. PURPOSE**

This Memorandum of Understanding is hereby entered into by and between the County of Santa Barbara, hereinafter referred to as the County, and the Santa Barbara County Probation Peace Officers Association, hereinafter referred to as the Association. It is the general purpose of this Memorandum of Understanding to promote the mutual interest of the County and its employees, provide for an equitable procedure for resolving disputes and to establish rates of pay, hours of work and certain other terms and conditions of employment.

**SECTION 2. RECOGNITION**

The County hereby recognizes the Association as the majority bargaining representative for the employees in the following representation units:

- Unit 18 -- Probation Peace Officers, Non-Supervisory
- Unit 19 -- Probation Peace Officers, Supervisory

The term "Employee" or "Employees" as used herein shall refer to individuals employed by the County in regular positions (excluding extra-help employees) as well as such employees in classifications that are added to the above representation units hereafter through the provisions of the County's Employer-Employee Policy or applicable State law.

**SECTION 3. NON-DISCRIMINATION**

- A. The provisions of this Memorandum of Understanding shall be applied equally to all employees covered thereby without discrimination because of race, color, sex, age, religion, marital status, national origin, political affiliation, non-disqualifying disability, sexual orientation, or Association membership.
- B. Nothing in this Memorandum of Understanding shall prohibit lawful discrimination in employment practices based on a bonafide occupational qualification, applicable security or health or safety regulations of the United States or the State of California, or any other basis now or hereafter set out in laws of the United States or the State of California and/or any regulations adopted pursuant to such laws defining lawful discrimination in employment practices.

#### SECTION 4. MANAGEMENT RIGHTS

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

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

Before implementing any decisions to contract out work, the County shall notify the Association and upon request, negotiate the impact of such decision on terms and conditions of employment. For purposes of this Agreement, "contracting out work" shall refer to situations in which the County decides to contract out work which was provided by Association-represented employees in April 1997 and which results in layoff, reduction in hours or otherwise directly impacts the wages, hours or other terms and conditions of employment.

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.

#### SECTION 5. ASSOCIATION RIGHTS

##### A. Dues Deductions

1. The County agrees to deduct and transmit, to the Treasurer of the Association, dues from all Association members who have signed an authorization card for such deduction in a form approved by the County. The written authorization for the Association dues deduction shall remain in full force and effect unless canceled in writing, as provided in such authorization form.

2. The Association agrees to indemnify, defend and hold the County harmless against any claims made of any nature whatsoever, and against any suit instituted against the County arising from its actions under this Section.

B. Association Notices and Meetings

1. The County shall provide designated bulletin board space on existing bulletin boards for the Association, the size and location to be determined jointly by departmental management and the Association. All materials to be posted shall be nondefamatory in nature, must be approved and signed by an Association official and shall be used for the following subjects:
  - Association recreational, social and related news bulletins;
  - Scheduled Association meetings;
  - Information concerning Association elections or the results thereof;
  - Reports of official business of the Association, including reports of committee or the Board of Directors.

Material listed above shall be posted only on those areas designated as official bulletin boards.

2. The Association may request to use County conference rooms and similar building facilities for purposes of conducting lawful Association business. Use of such rooms shall be granted under the same conditions provided to other outside (non-County) groups.

C. Association Representation

1. A written list of the officers of the Association and the representatives serving each work area or County organizational unit, broken down by location, shall be furnished to the County by the Association. The list shall be updated as changes occur.
2. Access by employee representatives shall be provided under the terms and conditions set forth in the County's Employer-Employee Relations Policy. Access to employees shall not interrupt or otherwise interfere with employees' work.

SECTION 6. AGENCY SHOP

- A. Election -- This agency shop provision shall go into effect for affected non-supervisory unit members only if a majority of those unit employees actually voting in the agency shop election so vote.

Upon adoption by the Board of Supervisors of this MOU the parties shall jointly participate in scheduling a secret ballot agency shop election. The election shall be by mail ballot, conducted by the State Mediation and Conciliation Service. There shall be only one such election during the term of this Agreement.

- B. 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.

Commencing thirty days after a final certification of approval of the agency shop election results and continuing throughout the term of this agreement, each employee hired into a non-supervisory position subsequent to the conduct of the election shall be required within thirty (30) days of his/her first day of employment with the County 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 C below.

Unless the employee 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 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.

Non-supervisory employees who are Association members as of thirty (30) days following the Agency Shop election or who later become members, shall be required to pay the agency fee or charitable donation if they cancel membership.

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 charged 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 right to object, provision for agency fee payers to challenge the Association's determinations of amounts

chargeable and appropriate escrow provisions to hold contested amounts while the challenges are underway.

The Association shall make available, at its expense, an expeditious administrative appeals procedure to unit employees who object to the payment of any portion of the representation service fee. Such procedure shall provide for a decision to be made by an impartial decision-maker. A copy of such procedure shall be made available by the Association to non-Association-member unit employees and the County. The County shall be provided this copy for informational purposes only.

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 moneys deducted, accompanied by a list of employees for whom such deductions have been made.

C. Religious Exemption from Agency Fee Obligations

1. 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 County Auditor-Controller.
2. 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 exemptions.
3. Any of the above-described payment obligations shall be processed by the County in the usual and customary manner and time frames.

D. 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 shop fees or charitable contributions.

E. Rescission of Agency Shop -- The agency shop provision may be rescinded pursuant to the procedures contained in Government Code Section 3502.5(b).

- F. 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.

#### SECTION 7. SALARIES

- A. Effective April 27, 2015, salaries for classifications represented by the union shall be increased by 1.5%.
- B. Effective June 20, 2016, salaries for classifications represented by the union shall be increased by 1.5%.
- C. Effective September 12, 2016, salaries for classifications represented by the union shall be increased by 1.0%.

#### SECTION 8. MEDICAL AND DENTAL COVERAGE

- A. For new employees, medical and dental coverage benefits under this Section shall be effective at the beginning of the month that immediately follows the employee's first pay period of employment in a regular position. Part-time employees must be employed a minimum of fifty percent (50%) of full-time in order to be eligible for insurance benefits.
- B. The County and the Association agree that Preferred Provider Organization (PPO), Exclusive Provider Organization (EPO), Health Maintenance Organization (HMO) and medical plans, and County Self-funded and HMO dental plans shall be available to employees.
- C. The County shall contribute up to \$303.47 twice monthly toward the cost of the twice monthly premium for employee-only medical plan coverage. The County shall contribute up to \$13.03 twice monthly toward the cost of the biweekly 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 twice monthly contribution shall be paid by the employee through payroll deductions. During the term of this agreement, the County shall pay 100% (pro-rated for part-time employees) of the least expensive EPO employee-only premiums.

Employees may select coverage from the following options:

Medical\*

- EPO Medical Plan(s)
- PPO Medical Plan(s)

- HMO Medical Plan(s)
- 
- \* All medical plans include employee assistance program coverage.

Dental

- County Self-funded Dental Plan
- DMO Dental Plan

- D. Employees may insure their eligible dependents (including registered domestic partners as defined below) under the medical and dental plans listed above, in accordance with the rules and regulations applicable to obtaining said dependent coverage.
- E. The County shall meet and confer with the Association prior to reducing the level of benefits provided by the County Self-funded Dental Plan.
- F. The County's Group Health Committee will include two employee representatives. Such representatives shall be selected from the County's recognized employee organizations. Employee representatives shall serve a two-year term.

Except as indicated above, the administration of the committee shall be governed by preexisting Board resolution(s) and the committee members themselves. The Human Resources Director shall act as the coordinator for the committee.

- G. 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 dependent(s)" 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 9. HEALTH INSURANCE BENEFITS DURING MEDICAL LEAVE OF ABSENCE

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

#### SECTION 10. FLEXIBLE SPENDING ACCOUNT PLAN

- A. Employees 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 Legal Document which is available to all employee organizations. Compensation received in accordance with Section 11 (Benefit Allowance) may be used by employees to fund the options described above. All salary reduction amounts are included in base salaries 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 options unless a majority of recognized employee organizations agree to the proposed changes.

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

#### SECTION 11. BENEFIT ALLOWANCE

- A. The County shall contribute \$236.51 per pay period per full-time employee as a benefit allowance. Regular part-time employees are eligible for this allowance based on a prorated equivalent of their employment status. The benefit allowance, which is received in cash, has a primary purpose of allowing employees to fund employee and dependent health insurance costs. Employees may also use the allowance to fund options in the Flexible Spending Account Plan and/or receive the remainder in cash.
- B. During the term of this agreement, at the request of either party, the County and PPOA agree to meet and confer regarding possible changes to the Benefit Allowance. If negotiations are reopened on this subject, changes will not be implemented unless the parties mutually agree.
- C. 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 12. STATE DISABILITY INSURANCE (SDI)

- A. All employees eligible for SDI benefits shall use their available sick leave credits to supplement their SDI benefits so that the sum of the SDI benefits and sick leave credits used equals 80% of their gross salary.
- B. All employees eligible for SDI benefits may apply with the State of California for approval as soon as possible following the date of their eligibility for SDI benefits. Current eligibility begins on the eighth consecutive calendar day of an extended illness or injury. An employee must apply for SDI when illness or injury causes him/her to miss work for more than twelve consecutive calendar days.
- C. When an employee has used all available sick leave credits, he/she may use any available overtime and/or holiday credits first and vacation second to supplement their SDI benefits up to 80% of their gross salary.
- D. Employees eligible for Paid Family Leave (PFL) benefits may apply with the

State of California. Employees receiving PFL benefits may integrate available sick leave credits to the extent provided in Section 15(E) of this agreement; available overtime and/or holiday credits; and vacation to supplement their PFL benefits up to 100% of gross salary. Available overtime and/or holiday credits shall be used prior to integrating with vacation.

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

### SECTION 13. LONG TERM DISABILITY INSURANCE)

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

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

### SECTION 14. TERM LIFE INSURANCE

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

### SECTION 15. SICK LEAVE

- A. Each regular full-time or regular part-time employee shall accrue sick leave at the rate of .0463 hours for each hour in a regular pay status excluding overtime, callback and standby duty.
- B. Unused sick leave shall be cumulative from year to year, with no accrual limit.
- C. Sick leave usage may not exceed the employee's accrued sick leave balance reported on the Leave Report at the end of the pay period immediately preceding the pay period in which the leave is taken.
- D. A department head may require evidence in the form of a physician's certificate, or otherwise, of the adequacy of the reason for any employee's absence during the time for which sick leave was requested. Under no circumstances is sick leave to be used in lieu of, in addition to, or as vacation. The Auditor may require a

physician's certificate from the department in order to determine correctness of payroll records.

- E. When a member of his/her immediate family is seriously ill or injured and requires his/her presence and attendance, an employee may be allowed by the appointing authority to use up to six days (48 hours) of his/her accumulated sick leave to attend such family member; provided, that not more than five 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 five-day limit to care for an immediate family member who has a catastrophic or life-threatening illness as verified by a physician's statement.
- F. Up to a maximum of five days (40 hours) of an employee's accumulated sick leave may be allowed by the appointing authority to the employee for absence from duty because of any and each death in his/her immediate family.
- G. For the purposes of Section E and F above, "immediate family" is defined as husband, wife, domestic partner, parent, brother, sister, child, grandparent, grandchild, and mother-in-law or father-in-law of the employee.
- H. An employee may, when necessary and at the discretion of his/her department head, be granted up to two hours leave with pay to make voluntary non-remunerated blood donations to non-profit blood banks in the County. Time off in excess of two hours and up to an additional two hours may be used for this purpose, but such additional time off shall be charged to accumulated sick leave. Leave for the purpose of donating blood shall not exceed five times in any one calendar year.
- I. Each regular full-time or regular part-time employee with Accumulated Unused Sick Leave balances in excess of 240 hours as of September 17, 1978, will be eligible for sick leave pay off. Upon termination of employment from county services, 50% of the value of the eligible Accumulated Unused Sick Leave hours will be paid at the employee's hourly rate in effect as of September 17, 1978. Eligible Accumulated Sick Leave hours are defined as the Accumulated Unused Sick Leave hours between 240 hours and 960 hours reported as of September 17, 1978, or if less, then hours reported at the time of termination.
- J. Any payment made under Section I above will be made only once to an employee in his/her work history with the County upon termination of employment. If an employee is subsequently rehired in the service of the County, incentive payment for Unused Sick Leave will not be applicable, and previous balances paid off upon termination will not be restored.
- K. Except upon Layoff in accordance with Civil Service Rule XI, termination of County employment shall abrogate all sick leave accrued to the time of such termination, regardless of whether such person subsequently re-enters County

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

SECTION 16. 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 following chart.

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

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.

E. No payment in lieu of vacation shall be made to any employee except upon termination of employment or as provided for in Paragraph D and upon proper certification to the Auditor by the department head of such accrual. Terminating employees shall be paid for accumulated vacation as of the date of termination.

F. 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.

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

H. Employees may be required to take vacation with reasonable notice. In addition, employees may request vacation use.

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

- J. 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 toward their annual vacation accrual rate if that public agency service ended within six months of the date of County employment.
- K. In addition to any credit provided for in Paragraph J, 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 J, above, in determining the employee's vacation accrual rates.

SECTION 17. HOLIDAYS

- A. 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, the day after Thanksgiving
  - Christmas Day, December 25
  - Floating Holiday (See Paragraph C 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 D below

- C. Holiday leave shall be subject to the approval and/or taken at the direction of the appointing authority or designee. An employee's request to use accrued holiday leave shall not be unreasonably denied.
- D. If a paid assigned holiday falls on Saturday, the preceding Friday shall be the holiday in lieu of the day observed. If a paid assigned holiday falls on a Sunday, the following Monday shall be the holiday in lieu of the day observed. For those employees who actually work Saturday and/or Sunday, the paid assigned holiday shall be the day on which the holiday actually occurs.
- 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 employees the eight (8) hours shall be a pro rated 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. 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.
- J. Employees who accrue holiday time shall take the compensatory time during the payroll year in which the holiday is accrued.
- K. In order to receive holiday compensation, an employee must be in paid status on the scheduled workday immediately prior to and/or after the holiday. Notwithstanding the above, neither the first day of employment nor the last day of employment may be a holiday.
- L. Notwithstanding Paragraphs F through I above, employees in Juvenile Institutions Officer classifications, shall, in each pay period during which a holiday occurs, receive additional compensation at the rate of one-tenth of the employee's basic biweekly salary for each holiday included in that pay period, irrespective of whether or not the employee actually works on any such holiday, unless the

employee is excused from working a regularly scheduled shift on such holiday. Time off on a holiday must be in a whole day increment and shall be full compensation for that holiday.

#### SECTION 18. 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 15, Paragraph G) 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/her immediate family member who has a catastrophic illness or injury (as verified by a physician's statement); and
- must have exhausted all earned leave balances (including sick leave [if related to the employee's own illness], vacation, overtime and holiday credits); except however, the appointing authority may approve the solicitation/acceptance of leave donations prior to all balances being exhausted, when the physician's statement and leave balances indicate the probable exhaustion of balances within two pay periods.

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

C. Donations:

- are voluntary;
- are made from accrued vacation, holiday or overtime balances; donation of sick leave is not permitted;
- must be for a minimum of eight (8) hours, in whole hour increments;
- are irrevocable, and if any donated hours remain at the end of the recipient's catastrophic leave, they shall remain available for the sole use of the recipient; and



- are taxable on the part of the recipient, in accordance with IRS regulations, and are subject to withholding as required by law.
- D. An employee may not donate more than eighty (80) hours to any other individual employee.
- E. The total donations received into his/her vacation balance by an employee shall normally not exceed 1040 hours; however, donations in excess of 1040 hours may be considered and approved by the recipient's appointing authority.
- 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 19. RETIREMENT

- A. The County offers the following retirement plans:
  - 1. Safety Member Employees Safety Plan 4B
  - 2. General Member Employees (“grandfathered” employees not electing safety membership)  
General Plan 5A or Tier II
  - 3. Safety Employees Hired On or After January 1, 2013  
  
Contributory Retirement Plan, 2% at age 50 formula (Plan 8 - Full Rates FAS- 3

Employees hired on or after May 11, 2015 are not eligible for retiree medical subsidies.

- B. The County may adjust the employee contribution rates to the Retirement System 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 rate adjustments shall be in accordance with the applicable provisions of the County Employees Retirement Law of 1937.
- C. During the term of this agreement, the parties agree to reopen negotiations on retirement costs on or after June 1, 2017 unless the parties mutually agree to delay negotiations..
- D. Beginning on June 22, 2015, employees will pay up to 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.

SECTION 20. OVERTIME

- A. The County shall determine those classifications eligible for overtime compensation. Employees in those classifications may be required to work overtime. When properly authorized in advance by the Department Head or his/her designated representative, employees required to work overtime shall receive overtime compensation in accordance with the following provisions.
- B. For employees in classifications represented by the union,, overtime shall be that time worked in excess of eighty (80) hours in any fourteen (14) consecutive day work period, exclusive of standby and call-back time. For the purposes of

computing overtime, all regular, scheduled work hours including paid leave except for sick leave shall be considered time worked.

- C. Overtime work is compensable at the rate of time and one-half the regular rate as computed in accordance with FLSA. Overtime shall accrue in increments of tenths (1/10) of an hour (6 minutes), subject to a minimum of two-tenths (2/10) of an hour (12 minutes).
- D. Overtime shall be placed in a Compensatory Overtime account 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 forty-eight (48) hours before the time off is to be taken.
- E. Requests by employees to take compensatory time off shall not be denied unless the time off would unduly disrupt the operations of the department. Compensatory Overtime shall be used before any leave-without-pay is granted pursuant to Rule XIV of the Santa Barbara County Civil Service Rules.
- F. Except upon termination of employment, hours in the Compensatory Overtime account as of the last pay period 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. Payments for compensatory overtime hours are taxable as lump sum payments in accordance with IRS and State Franchise Tax board regulations and are subject to withholding as required by law. Overtime earned in the pay period in which a cash payoff is made shall not be included in the automatic payoff of the account balance.
- G. The County shall determine and identify those classifications, which are exempt from overtime compensation. The determination shall be in accordance with the requirements of the Fair Labor Standards Act. Classifications which have been designated as exempt shall not receive overtime compensation, except in an emergency as provided below.
- H. Employees in classifications exempt from overtime compensation and therefore not otherwise eligible for overtime pursuant to this Memorandum of Understanding 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.
- I. "Emergency" for the purposes of Paragraph H of this Section 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.
  - J. 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.
  - K. Employees in classifications exempt from overtime compensation are eligible for administrative leave in accordance with the following provisions:

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

#### SECTION 21. SHIFT DIFFERENTIAL PAY

- A. Employees shall receive additional compensation at the rate of \$.75 per hour for all hours worked on an assigned shift when the majority of the hours worked are between 6:00 p.m. and 7:30 a.m.
- B. In lieu of compensation set forth in paragraph A above, employees shall receive additional compensation at the rate of \$1.50 per hour for all hours worked on a regularly assigned shift when the majority of the hours worked are between 12:00 a.m. and 6:30 a.m.

#### SECTION 22. STANDBY PAY

- A. Payment for standby duty will be made for all hours an employee is assigned to standby duty. The County shall determine the employees assigned to standby duty and the period of time assigned.
- B. Stand-by duty requires that employees so assigned:
  - 1. be ready and take steps immediately to respond within a reasonable time to calls for their service;
  - 2. be readily reachable by telephone or paging device;
  - 3. remain within a specified distance or time from their work stations;
  - 4. refrain from activities which might impair their ability to perform their assigned duties.
- C. The standby pay will be at the rate of \$2.60 per hour for each hour on such standby duty.
- D. No employee shall be paid for stand-by duty time and other compensable duty time simultaneously.

#### SECTION 23. CALLBACK

- A. Overtime eligible employees shall be compensated for a minimum of two (2) hours when the employee is required to attend a staff meeting during the employee's regular day off.
- B. Employees other than those exempted from overtime compensation who are called back to work shall be compensated at the appropriate overtime rate. Work time shall begin at the time of notification to promptly report to work or, if not promptly, at the time the employee is required to depart to report to work, and continue until the employee completes work and returns to home (or the location

called out from), the nearest regular worksite or the county line, whichever is the shorter distance. A minimum of two (2) hours at the appropriate rate shall be paid in those cases when an employee is required to report to a job site or emergency response location, but the minimum shall not apply if the employee is not required to report to another location.

- C. This provision shall not apply to schedule changes, including but not limited to, "double backs."

#### SECTION 24. BILINGUAL ALLOWANCE

An employee, whose duty assignments require regular and frequent use of bilingual language skills in Spanish and English shall be designated by the department head to receive a bilingual allowance. The department head shall designate the employee in writing to the Personnel Director prior to the allowance the allowance 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 Personnel Director. Additional compensation for bilingual duties 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 regular and frequent bilingual duties, the bilingual allowance shall be prorated and paid on the same basis that the part-time position is filled and compensated.

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

#### SECTION 25. CANINE HANDLER DUTY

Employees assigned Canine Handler Duty shall receive an allowance of 86.07 biweekly. This allowance recognizes that time spent by a canine handler at home in the care, grooming and feeding of his/her assigned canine shall be considered hours worked payable at a rate of \$6.75 per hour, and it is understood that canine handlers normally spend 8.5 hours per pay period performing such work. Written authorization from the Chief Probation Officer or his/her designee must be obtained to perform such work more than 8.5 hours per pay period. Such hours worked shall not be interpreted to be (1) shift extension, (2) callback to work, or (3) scheduled work performed in excess of the regular shift for overtime purposes.

#### SECTION 26. CLOTHING ALLOWANCE

- A. The County shall initially provide Juvenile Institutional Officers, and Deputy Probation Officers required to wear uniforms daily, with two pairs of pants, five shirts, one sweatshirt and one jacket to be worn when on duty. In addition, a clothing maintenance allowance of \$10.00 shall be paid each pay period to these individuals.
- B. The County shall initially provide Deputy Probation Officers one shirt and one pair of pants. .
- C. The parties agree to replace uniform issuance provisions with a mutually acceptable voucher system during the term of this agreement.

#### SECTION 27. SAFETY EQUIPMENT

During the term of this agreement, the County may reopen negotiations on the issue of bullet-proof vests.

#### SECTION 28. MILEAGE REIMBURSEMENT AND TRAVEL TIME

- A. 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 I.R.S. exemptions, the County shall notify the Association.
- B. If a non-exempt employee is required to travel to a work location other than the regularly assigned work location, the employee shall be compensated for the normal travel time required from the regularly assigned location to the alternate work location, or the travel time from the employee's home to the alternate work location, whichever is less.
- C. Employees required to report to work at Los Prietos Boys Camp shall receive a travel reimbursement of \$6.00 per round trip.

SECTION 29. TUITION AND TEXTBOOK REIMBURSEMENT

- A. To the extent funding is available, the County shall provide for textbook and tuition reimbursement for regular full-time employees up to a maximum of \$500 per fiscal year and in accordance with administrative regulations governing this program. Tuition reimbursement for regular part-time employees shall be prorated based on their part-time percentage.
- B. Only costs for textbooks required for approved courses shall be deemed reimbursable through this program.
- C. During the term of this agreement, at the request of either party, the County and PPOA agree to meet and confer regarding possible implementation of an educational incentive. If negotiations are reopened on this subject, changes will not be implemented unless the parties mutually agree.

SECTION 30. TRANSPORTATION DEMAND MANAGEMENT (TDM)

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

SECTION 31. THE 9/80 WORK WEEK

The County and the Association agree to maintain the 9/80 work week option during the term of this Memorandum of Understanding. The 9/80 work schedule is limited by the following:

- A. County management shall reserve the right to remove an individual employee from his/her 9/80 schedule due to operating requirements. To the extent practicable, advanced notice will be provided the individual employee. If it is anticipated that the assignment will exceed two weeks, notice will be in writing and shall include the reasons for the change, and when applicable, the length of time that schedule will be changed.
- B. The County may standardize 9/80 work schedules. However, prior to the implementation of such standardization, the County shall notify the Association of its plans.
- C. The County shall reserve the right to withhold approval of the 9/80 work week schedule, based on staffing needs, in those work locations where the 9/80 work week option is not currently in effect as of the adoption of this Memorandum of Understanding.
- D. Subject to the same provisions as set forth in Paragraphs A through C above, employees may apply for alternative work schedules in addition to the 9/80,



including the modified 9/80, consisting of four 9-hour days and one 4-hour day each week.

### SECTION 32. EMPLOYEE PERSONNEL FILES

- A. All personnel files on an employee maintained by the County and the department will be open for inspection by that individual or his/her authorized representative at the employee's request during business hours by appointment. He/she will be shown all contents of the file except those materials designated confidential by law. Copies will be provided to the individual upon his/her request.
- B. No material relating to performance appraisal, disciplinary action, or any derogatory comment, shall be placed in an employee's personnel file without the employee first being given an opportunity to read such material and attach a reply if the employee desires, which shall remain with said material.

### SECTION 33. REDUCTION IN WORK FORCE

- A. In the event of significant layoffs or reductions in employees represented by the Association, the County agrees to provide notice and confer with the Association regarding the situation.
- B. It is recognized that any reduction in force shall be accomplished in accordance with the County's layoff procedures which are set forth in the rules of the Civil Service Commission.
- C. In the event of proposed rule changes in the area of layoff, the County agrees to notify the Association in writing prior to the time any action to change said rules is taken. The County shall meet with the Association regarding the proposed changes upon request of the Association.

### SECTION 34. SAFETY

- A. The County recognizes its obligation to provide and maintain a safe and healthy working environment for its employees.
- B. The Association and County agree that it is in the best interest of all to provide a safe and healthy working environment and that this requires a cooperative effort by all concerned.
- C. An employee who observes an unsafe condition shall report the matter to his/her supervisor or other designee.
- D. The Probation Department shall maintain a safety committee composed of management and employee representatives. Employee representatives shall be representative of the geographic locations and functional duties of the department

and be selected by the employees themselves from a list of volunteers/nominees. The purpose of the committee is to evaluate safety concerns and to make recommendations to the department head. Committee meetings would be held quarterly or as otherwise agreed by the committee members.

- E. Allegations regarding violations of this Section shall be processed in accordance with the County's Safety Policy.

#### SECTION 35. 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 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 36. DAMAGED OR LOST PROPERTY

The County's policy regarding repair or replacement of personal property damaged or lost in the course of employment is contained in the Administrative Policies and Procedures Manual.

#### SECTION 37. GRIEVANCE PROCEDURE

##### A. Purpose

1. To promote improved employer-employee relations by establishing a grievance procedure to afford employees, individually or through qualified representation, a systematic means of obtaining consideration of complaints, questions, and disputes which constitutes grievances as hereinafter defined.
2. To enable grievances to be settled as promptly and as closely as possible to the point of origin.

##### B. Definition

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 this Memorandum of Understanding or other written County policy or rule applicable to the employee, except the following issues that provide their own means of administrative review:

1. Any matter that can be appealed to the Santa Barbara County Civil Service Commission.
2. Complaints relating to discrimination, occupational health and safety, Worker's Compensation and Retirement Board matters shall be processed pursuant to established County complaint procedure in these areas.

C. Basic Rules

1. Nondiscrimination - Any employee (meaning a grievant), as that term is defined above, may file grievance or may authorize by signature the filing of a grievance on his/her behalf without fear of restraint, interference, coercion, discrimination or reprisal.
2. Grievance forms
  - a. Formal grievance forms shall be made available to the employee through the Personnel Department, the Probation Department and/or the Association, and all formal grievances shall be submitted on these forms.
  - b. Grievance forms must be complete upon filing and must clearly and concisely state the nature of the complaint including explicitly specifying the particular section of the agreement or rule, the violation of which is being alleged as the basis for the grievance. The remedy requested must also be specified.
3. No modifications in the basic violation being alleged pursuant to section (2) (b) shall be made subsequent to filing unless mutually agreed to by both the County and the grievant or his/her representative.
4. Notice of Meetings - Both the County and the grievant or his/her 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.

5. Right of Representation

- a. The employee has the right to the assistance of one employee representative in addition to a staff representative of the Association in the preparation and/or presentation of his/her grievance, provided, however, that supervisory employees shall not represent non-supervisory employees where such activity would result in a conflict of interest.
- b. An employee is also entitled to represent him/herself individually at any step of the Grievance Procedure.
- c. A grievant may not change his/her designation of representative organization, other than designating him/herself, during the processing of a grievance except by mutual agreement of the parties.
- d. If the employee is represented in a formal grievance meeting, the department may also designate a management representative to be present in such a meeting.

6. Grievance Withdrawal - The grievant may withdraw the grievance at any stage of the Grievance Procedure by giving written notice to the County representative who last took action on the grievance, with a copy to the Personnel Department.

7. Grievance Resolution - If a grievance is resolved at Step 1, 2 or 3 in the Procedure as provided in Section F herein, the grievant concerned shall indicate acceptance of the resolution by affixing his/her signature in the appropriate space indicated.

8. By mutual agreement, the parties may revert the grievance to a prior level for reconsideration. If the grievance is not then settled at the prior level, the grievant shall continue to have the rights set forth in this Procedure.

9. Consolidation of Grievances - Employees with essentially identical grievances, including remedy, may initiate a single grievance. Employees with essentially identical grievances may be required, at the County's discretion, to consolidate to a single proceeding at Steps 3 and 4 of this Grievance Procedure.

10. Accelerated Advancement of Grievances - In order to provide an effective mechanism whereby grievances may be resolved, the grievant may choose to proceed directly to Step 2 of the Grievance Procedure when he/she believes the authority for effective resolution of the matter lies with the department head or higher, and when the grievance affects more than one employee and more than one division or department. In such instances, a

written grievance shall be submitted to the department head within ten (10) working days of the action causing the grievance, or date of discovery of such action, except that in no event shall any grievance be accepted for consideration more than one (1) year from the action claimed as its basis regardless of the date of discovery.

11. In those cases in which the employee elects to represent him/herself, or arranges for independent representation, and where the grievance relates to an alleged violation of the MOU, the County shall provide to the Association a copy of the grievance form and the resolution agreed to by the employee and the County.

D. Processing Grievances

1. The Grievant and/or his/her 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. Representatives

1. Insofar as possible, when a grievant's representative at Step 1 is a County employee, the representative shall be employed in the same work location as the grievant(s). When the foregoing condition cannot be met, a grievant's representative who is a County employee may be employed outside the same work locations, provided 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 of the parties when the grievant is assigned to a remote work location, or under other unusual circumstances.
2. At steps 2, 3 and 4 of the Grievance Procedure the restrictions outlined in a(1) above shall not apply to a grievant's chosen representative who is a County employee.

b. Grievance Preparation

1. A grievant or a grievant's representative who is a County employee shall not leave his/her job to perform any grievance preparation work unless he/she receives permission from his/her supervisor. Such time off shall be granted within three (3) working days.

2. When a grievant or any representative must go into a section, department or work unit to investigate a grievance, she/he shall be permitted to do so, provided she/he explains the purpose of the visit and who she/he is visiting to the supervisor of said action, department or work unit. If immediate access cannot be granted upon request, it shall be granted within three (3) working days.

c. Grievance Meetings

1. A grievant or a grievant's representative who is a County employee shall, upon notification to his/her supervisor, be granted time off to attend grievance meetings scheduled pursuant to Sections E and F of this Procedure.
  2. A grievant or a grievant's representative who is a County employee shall notify his/her supervisor as soon as possible in advance of the dates and times and/or any change in the dates and times of scheduled grievance meetings in which she/he must participate.
- d. A grievant or his/her 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 of a grievance.

2. Time Limitations

- a. The time limitations are designed to quickly settle a grievance. Time limitations may be extended by agreement of the parties.
- b. If at any stage of the Grievance Procedure the employee is dissatisfied with the decision rendered it shall be the grievant's responsibility to submit the grievance to the next designated level of review within the time limits specified.
- c. Failure to submit the grievance within the time limit imposed shall terminate the grievance process and the grievance shall be considered resolved.
- d. The grievant shall promptly proceed to the next step within the prescribed time limits if the appropriate management representative fails to respond within the time limits specified.

E. Informal Procedure

An employee having a grievance should verbally present same directly to his/her 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.

Every effort shall be made to resolve the grievance at this level. The supervisor, in consultation with department management, has the responsibility to:

1. Inform the employee of any limitation of the department's authority to fully resolve the grievance; and
2. Supply the employee with the necessary information to process his/her grievance with the proper agency, organization, or authority.

F. Formal Grievance Procedure Steps

Step 1: Written Grievance/Immediate Supervisor

- a. An employee may submit a formal grievance, on a form provided by the County, by filing one copy with his/her immediate supervisor, one copy with the appropriate Probation Manager 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 when the employee knew or should have known 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.
- b. It shall be the responsibility of the supervisor to consult and involve the Probation Manager in any and all grievance meetings and in arriving at a written response to the grievant.
- c. Within seven (7) working days of receipt of the grievance, the immediate supervisor shall deliver his/her written decision to the grievant or his/her representative. Should the written decision of the supervisor propose a solution to the grievance, such solution shall be subject to the review and confirmation of the department head before the settlement may become effective. In the event the department head does not confirm the settlement, the grievant may initiate Step 2 of this procedure.

### Step 2: Review by Department Head

- a. In the event the employee believes the grievance has not been satisfactorily resolved at Step 1, the employee may submit the grievance in writing to the department head within seven (7) working days after receipt of the immediate supervisor's written response.
- b. Within ten (10) working days of receipt of the grievance, the department head shall deliver his/her written decision to the grievant or his/her representative.

### Step 3: County Administrator

- a. In the event the employee believes his/her grievance has not been satisfactorily resolved at Step 2, he/she may submit the grievance in writing to the County Administrator within seven (7) working days from receipt of the department head's written response, or if no department head decision is forthcoming, within seven (7) working days from the expiration of the time limit for the department head's decision.
- b. Within ten (10) working days from receipt of the grievance, the County Administrator shall deliver his/her written decision to the grievant or his/her representative.

### Step 4: Advisory 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 Personnel Director for advisory arbitration. The Arbitrator shall be selected from a panel provided by the State Conciliation's 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 expense 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/she shall be solely responsible for his/her share of the fees and expenses as outlined above.
- c. 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 subject to the consent of the parties.

- d. The County and the Association shall endeavor to make a submission agreement, setting forth the issue of 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 grievance shall be determined by the Arbitrator.
- e. The Arbitrator shall have jurisdiction and authority to interpret the specific terms and provisions of this Memorandum of Understanding. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
  1. The interpretation, application, or legality of any federal, State or local law, ordinances or resolutions adopted by the County's Board of Supervisors; however, if the Arbitrator, in his/her discretion, finds it necessary to interpret or apply such federal, State or local law or ordinance or resolutions in order to resolve the grievance which has been submitted to arbitration, he/she may do so.
  2. 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/her 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/she 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/her 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/she may do so.

#### Step 5: Board of Supervisor's 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 the decision which shall be final and binding. During such deliberations the County Administrator, or his/her designated representative, and the Association Representative shall make 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 expense and costs of arbitration.

#### SECTION 38. 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, restricting or interfering in any manner with 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, sick-out, refusal to work, interruption, call-in or failure in whole or in part to carry out the full, faithful, and proper performance of the duties of employment. The term "strike," "work action," "concerted activity" also means any participation in an action interfering with the operation of the County for the purposes of inducing, influencing, or coercing a change in the working conditions, compensation, provided, however, that nothing herein shall preclude employees from engaging in informational picketing or attending Association rallies so long as such activity does not interfere with County operations.

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 39. 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.

SECTION 40. 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.

SECTION 41. BACK TO WORK PROGRAM

- A. Employees who are unable to perform their regular duties due to injury or illness may be provided a temporary duty assignment in accordance with the Back to Work Policy.
- B. An employee who has returned to work from a work-related injury or illness (either in the Back to Work program or to his/her regular work assignment) will be granted paid leave not chargeable to the employee's accrued leave balances to attend medical appointments specifically related to the work-related injury or illness.

SECTION 42. CONCLUSIVENESS OF AGREEMENT

- A. The provisions contained in this Agreement shall prevail over County practices and procedures and over State laws to the extent permitted by State law.
- B. This Agreement sets forth the full understanding of the parties regarding the matters set forth herein. Any prior Board resolution or ordinance, agreement between the parties, or any agreement between an employee (or group of employees) and a supervisor/manager, which is inconsistent with provisions of this Agreement, is hereby superseded.
- C. This Section does not apply to the County's Civil Service System or to the rules adopted to administer the Civil Service System.

SECTION 43. SEPARABILITY

In the event that any provision of this Memorandum of Understanding shall at any time be declared invalid by the legislature or any court of competent jurisdiction, such decision shall not invalidate the entire Memorandum of Understanding, it being the express understanding of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

SECTION 44. OBLIGATION TO MEET AND WAIVER CLAUSE

Except as otherwise expressly provided in this agreement or where the parties mutually agree to meet and confer on the matter, the County and the Association expressly waive and relinquish the right, during the term of this Memorandum to meet and confer with respect to any subject or matter, including mandatory subjects of negotiations, whether referred to or covered in this agreement, even though such subjects or matter was proposed and later withdrawn.

In the event any new practice, subject or matter arises during the term of this agreement, 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.

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 45. TERM OF AGREEMENT

This Memorandum of Understanding shall continue in effect for the period up to and including September 24, 2017. It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during its full term.

Either party may serve notice to meet and confer concerning possible changes in the provisions of this agreement. Such notice shall be submitted in writing at least sixty days prior to the termination date of this agreement. It 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 commence not earlier than ninety days nor less than thirty days prior to the termination date of this agreement, unless the parties mutually agree otherwise.

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

COUNTY OF SANTA BARBARA

PROBATION PEACE OFFICERS  
ASSOCIATION

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Damon Fletcher

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Ed Torres

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Tracy Ibarra

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Derek Reynolds

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Joseph Pisano

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James Steels

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Robert MacLeod

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Dr. David Swim