Side Letter Agreement between the County of Santa Barbara and the Deputy Sheriffs' Association 7-19-2024

This Side Letter of Agreement ("Agreement") between the County of Santa Barbara ("County") and the Santa Barbara County Deputy Sheriff's Association ("Association") (collectively, "Parties") is entered into with respect to the following:

WHEREAS, the Association is a recognized employee organization within the meaning of the Meyers-Milias-Brown Act; and

WHEREAS, the County and the Association have entered into a Memorandum of Understanding covering the period of June 27, 2022 through June 21, 2026 ("MOU"); and

WHEREAS, the Parties have met and conferred in good faith and reached an agreement to amend their MOU, as set forth below.

NOW, THEREFORE, the Parties agree as follows:

1. Section 15 of the MOU amended to add subsection O, as follows:

Custody Branch Voluntary Overtime Incentive

To reduce the requirement for mandatory overtime by encouraging staff to volunteer for overtime shifts in the County custody branch (e.g., jails, transportation, hospitals, etc.), the parties agree that effective with the deployment period commencing September 15, 2024, and each deployment thereafter, the first 115 deputies (i.e. up to 115 individuals in Custody Deputy, Custody Deputy S/D, Custody Sergeant, Sheriff's Deputy, Sheriff's Deputy S/D and Sheriff's Sergeant classifications) that actually work 8, 12-hour shifts (96 hours) of voluntary overtime in the custody branch will receive a one-time lump sum payment of \$2145 per deployment period.

Payment will be made within 2 pay periods of the Auditor Controller Payroll Division receiving documentation of employee eligibility per the Custody Branch Voluntary Overtime Incentive Procedure. Deployment periods will occur in approximately January, May, and September each year. Compensation for the 96 hours of voluntary overtime worked shall be paid in the pay period in which earned and shall not be placed in a compensatory overtime account.

Deputies must be employed in the pay period of pay out to be eligible to receive payment. Deputies who are on an unpaid leave of absence but otherwise eligible for payment cannot be paid until they have returned to paid status or as part of their final separation pay, if separating from the County.

This provision will sunset at the deployment period that ends in May 2026, unless the parties extend this overtime recognition pay by mutual, written agreement.

2. Section 5 of the MOU is amended to add subsection E, as follows:

Lump Sum Payment

Effective as soon as practicable after ratification by the DSA membership and approval by the Board of Supervisors, incumbents in the following job classifications will receive a one-time lump sum payment of \$2738:

Custody Deputy, Custody Deputy S/D, Custody Sergeant, Sheriff's Deputy, Sheriff's Deputy S/D, Sheriff Sergeant, ECC Call Taker, Communications Dispatcher I/II, and Communications Dispatch Supervisor.

Staff must be employed in the pay period of pay out to be eligible to receive payment. Staff who are on an unpaid leave of absence but otherwise eligible for payment cannot be paid until they have returned to paid status or as part of their final separation pay, if separating from the County.

3. Section 5 of the MOU is amended to add subsection F, as follows:

Supplemental Custody Salary Increases

In addition to the other salary increases set forth in this Section, effective as soon as practicable after ratification by the DSA membership and approval by the Board of Supervisors, the County shall implement an across-the-board base salary increase of four percent (4%) for employees in the classifications of Custody Deputy, Custody Deputy S/D, and Custody Sergeant.

Effective Pay Period 2025-03 (estimated January 6, 2025) the County shall implement an across-the-board base salary increase of one percent (1%) salaries for employees in the classifications of Custody Deputy, Custody Deputy S/D, and Custody Sergeant.

4. Add Section 52 to the MOU, as follows:

Longevity Pay

Employees in the classifications of Custody Deputy, Custody Deputy S/D, Custody Sergeant, Sheriff Deputy, Sheriff Deputy S/D, and Sheriff Sergeant who complete seven (7) years (84 months) of consecutive full-time equivalent, regular status employment with the County of Santa Barbara shall receive an annual \$2200 longevity incentive in two (2) installments each year. Employees who separate from the County but reinstate within one year, shall receive credit for all their service with County in eligible classifications for purposes of meeting the 84-month service requirement. Payments of \$1100 shall be made in January and July each year, beginning the first January or July after the employee meets the requisite 84 months of service.

The first payment of \$1100 for those who became eligible in calendar year 2023, or who have completed 7 years (84 months) of requisite employment prior to 2023, will be made as soon as practicable following approval by the Board of Supervisors, with the next payment of \$1100 in January 2025 (estimated Pay Period 2025-03).

Deputies must be employed in the pay period of payout to be eligible to receive payment. Deputies who are on an unpaid leave of absence but otherwise eligible for payment during the pay period of payout cannot be paid until they have returned to paid status.

The County and Association agree that this side letter amending the Memorandum of Understanding shall not be binding upon the parties unless and until ratified by the Santa Barbara County Deputy Sheriffs' Association and formally approved by a majority of the County Board of Supervisors.

Deputy Sheriffs' Association	County of Santa Barbara
Neil Gowing President	Carlos Silvas Employee Relations Division Chief
Date	Date