

**Side Letter Agreement between the  
County of Santa Barbara and the  
Deputy Sheriffs' Association**

**October 13, 2020**

The current Memorandum of Understanding (MOU) between the Deputy Sheriffs' Association (DSA) and the County of Santa Barbara (County) expires on February 20, 2022. The parties have met and conferred regarding Senate Bill 1085 and agree to modify terms and conditions of MOU Section 3: Association Security, as follows:

- New Section 3. E. regarding release time for Association activities

The DSA shall be provided use of 1000 hours of paid association release time per payroll year to attend labor-related educational events and to conduct Association business, provided however, the DSA shall reimburse the County for 50% of the cost of each hour taken as provided below.

The purpose of these release time provisions is to enable DSA designated employees to engage in qualifying activities during normal working hours without loss of compensation. Employees will be paid under provisions of this MOU section only for time they were regularly scheduled to work but instead use to engage in qualifying activities. In no event will employees be paid under provisions of this MOU section for any time they were not regularly scheduled to work. Hours paid under this MOU section will not be considered hours worked for purposes of determining an employee's eligibility for overtime in accordance with MOU Section 15.

Hours left unused in any given payroll year will not carry forward from one year to the next and will have no cash value at the start of a new payroll year. The County shall provide the DSA with a full accounting of hours used along with an invoice for its share of costs on a quarterly basis. Payment to the County shall be made within 45 days of receipt of an invoice.

Employees granted release time under this MOU section will be given time off without loss of compensation or other benefits that would normally have been paid to the employees released had they worked their regularly scheduled shift(s), and the DSA shall fully reimburse the County for its share the costs of their compensation, including wages and employer contributions to SBCERS for Retirement, Retirement COLA, and Retiree Medical benefits, and including payments to the Federal Government for Medicare taxes, and (if applicable) for Social Security taxes. The County portion of fixed costs not directly associated with rates of pay or hours worked during a pay period (e.g. uniform allowance, health insurance premiums, education allowance) will continue be 100% paid by the County, subject to provisions for part-time employees.

In cases where overtime is needed for backfill at a cost of time plus one-half (i.e. 1.5 times the regular rate of pay for each hour worked), the County and the DSA shall share equally the half-time portion of the overtime rate (i.e., the County will pay 100% of the straight time portion and the DSA and County will split the plus ½ time portion).

DSA designated representatives may use a nominal amount of time to help address a member's issues or answer questions and not use release time for that purpose; however, time totaling one (1) hour or more shall be submitted for approval and applied to the 1000 hour annual maximum under the terms of this section.

For purposes of this section, "labor-related educational events" shall mean: training conferences, conventions, seminars/webinars, workshops, or other events that are related to employer-employee relations and involve matters pertaining to the bargaining units covered by this Memorandum of Understanding, including reasonable and necessary travel time, if travel time occurs during regularly scheduled duty hours.

Other "Association business" that qualifies for use of this release time will include related matters that do not have separate provisions for release time, examples of which are enumerated below:

- a. Representation of members at interviews required for Professional Standards Investigations,
- b. Attendance at Board of Supervisors' meetings,
- c. Scheduled meetings on duty time with the Sheriff or members of the Executive or Command staff,
- d. Meetings of the DSA Board or DSA General Membership, or affiliated organizations (such as PORAC), if the meetings occur during a member's regular duty time,
- e. Response to emergent incidents, such as officer involved shootings or in-custody deaths, where a member requests DSA representation.

The following are not qualifying activities authorized for paid release time:

- f. Time off for negotiations and grievance processing, which have separate provisions for paid time off under law or other MOU sections,
- g. Individual meetings between a designated DSA representative and a DSA member while the designated DSA representative is off duty,
- h. Any political activity per County of Santa Barbara Civil Service Rule 1801.

A DSA member wishing to use "Release Time" hours shall first obtain approval from the DSA President. Once the DSA President approves, the member must

submit a written request form designed and approved by the County and the DSA. The signed form shall be presented to his/her immediate supervisor.

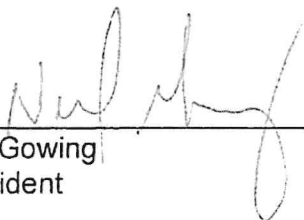
Requests for release time shall be made at least 14 days in advance of known events such as conferences, and shall otherwise follow the timeline for vacation requests in the unit where the requestor works, except for in-custody deaths, officer involved shootings, and other emergent circumstances.

Requests may be denied if the requesting employee's absence would have a negative impact on the operational needs of the agency that cannot otherwise be accommodated. The mere requirement to expend overtime or to hire an employee on backfill shall not be considered a reasonable basis to deny such leave request.

No more than two employees from any one Division, nor more than one employee from the same shift and rank within the same unit or squad, nor more than one employee from the District Attorney's Office, shall simultaneously use release time hours, unless the DSA member requesting the leave over the limits above secures a replacement (through overtime or shift trade).

DSA members who are on release time are presumed to be conducting Association business and are in an off-duty status, during which the County is not responsible for their actions, and during which any injuries sustained will not be covered by Workers' Compensation. County equipment or vehicles shall not be used by DSA members during any hours they are on release time.

Deputy Sheriffs' Association

  
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Neil Gowing  
President

10/19/2020  
Date

County of Santa Barbara

  
\_\_\_\_\_  
Joseph Pisano  
Employee Relations Division Chief

10/29/2020  
Date