

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

SECTION 1. RECOGNITION	1
SECTION 2. NON-DISCRIMINATION.....	1
SECTION 3. RIGHTS OF THE PARTIES	2
SECTION 4. MEET AND CONFER OBLIGATIONS	3
SECTION 5. SALARY	3
SECTION 6. MEDICAL AND DENTAL COVERAGE.....	4
SECTION 7. FLEXIBLE SPENDING ACCOUNT PLAN.....	6
SECTION 8. DELETED <u>ME TOO CLAUSE</u>	6
SECTION 9. SICK LEAVE.....	6
SECTION 10. VACATION	8
SECTION 11. HOLIDAYS	9
SECTION 12. LEAVE DONATION	11
SECTION 13. ADMINISTRATIVE LEAVE	12
SECTION 14. RETIREMENT.....	13
SECTION 15. OVERTIME	14
SECTION 16. MILEAGE	15
SECTION 17. BAR DUES	15
SECTION 18. PROFESSIONAL EXPENSES.....	15
SECTION 19. DUTY DEPUTY PAY	16
SECTION 20. LONG TERM DISABILITY INSURANCE.....	17
SECTION 21. TERM LIFE INSURANCE	17
SECTION 22. PERFORMANCE EVALUATIONS.....	17
SECTION 23. AUTOMATIC PAYROLL DEPOSIT.....	18
SECTION 24. PAYROLL SIMPLIFICATION	18
SECTION 25. LEAVE OF ABSENCE POLICY	18
SECTION 26. RETURN TO WORK	18
SECTION 27. NO STRIKE CLAUSE.....	18
SECTION 28. CONCLUSIVENESS OF AGREEMENT.....	19
SECTION 29. SAVINGS CLAUSE	19
SECTION 30. OBLIGATION TO MEET AND WAIVER CLAUSE.....	20
SECTION 31. GRIEVANCE PROCEDURE.....	20
SECTION 32. STATE DISABILITY INSURANCE	27
SECTION 33. DEFERRED COMPENSATION.....	28
SECTION 34. TERM OF AGREEMENT.....	28

~~November 1~~ August 5, 2021-2024 THROUGH ~~JUNE 23, 2024~~ July 4, 2027

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

Pursuant to the provisions of Government Code Sections 3500-3511 and Santa Barbara County Resolution 75-743, agreement has been reached between the County of Santa Barbara (Hereinafter referred to as "COUNTY") and the Deputy District Attorneys Association (Hereinafter referred to as "ASSOCIATION") recognized as the majority bargaining representative for the Deputy District Attorneys representation unit.

It is the general purpose of this Memorandum of Understanding to promote the mutual interest of the County and its employees and to establish rates of pay, and certain other terms and conditions of employment.

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

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

SECTION 1. RECOGNITION

Pursuant to the provisions of the County Employee Relations Resolution 75-743 and applicable State law, the County of Santa Barbara hereby recognizes the Association as the certified majority representative of the employees in the above representation unit.

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

All lists shall be kept current by the parties.

SECTION 2. NON-DISCRIMINATION

The provisions of this agreement shall be applied equally to all employees covered hereby without discrimination because of race, color, ancestry, national origin, sex/gender (includes pregnancy, childbirth, breastfeeding and/or related medical conditions), gender identity and/or expression, sexual orientation, age, disability (mental and physical including HIV/AIDS), ~~national origin~~, religionus (includes religious dress and grooming practices),

marital status, medical condition (genetic characteristic, cancer, or history of cancer) or genetic information, military or veteran status, affiliation, or Association membership, or any other characteristic or activity protected by state or federal law.

SECTION 3. RIGHTS OF THE PARTIES

A. County Rights

1. The County retains, consistent with applicable laws, certain management rights which include the exclusive right to determine the methods, means, and personnel by which County Government operations are to be conducted, as well as to exercise complete control and discretion over its organization, operations, and technology of performing its work; to determine the mission, function and necessity of all or part of each of its constituent departments, boards and commissions and take all necessary actions to carry out their mission, functions and necessity, or any part thereof, as well as set standards of service to the public.
2. It also retains the sole right to administer the Civil Service system and, consistent with Civil Service rules and procedures, to classify or reclassify positions, add or delete positions or classes to or from the Salary Ordinance; to establish standards for employment, promotion, and transfer of employees; to direct its employees, establish rules and regulations, take disciplinary action for proper cause, to establish work schedules and work assignments, and to relieve its employees from duty for lack of work or other legitimate reasons. The County retains the right to be the sole judge, subject to its Civil Service Rules and Procedures, of the qualification and competence of its officers and employees.
3. The County reserves the right to take whatever action may be necessary in an emergency situation; however, a Recognized Employee Organization affected by the action shall be notified promptly of any such emergency action which affects matters within the scope of representation.
4. This section is not intended to restrict consultation with employees or employee representatives regarding matters within the right of the County to determine.

B. Employee Rights

1. Subject to the provisions of this agreement as well as other applicable law, employees of this unit shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation of all matters of employee relations. Employees shall also have the right to represent themselves individually in their employment relations with the County. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of his exercise of these rights.

C. Association Rights

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

SECTION 4. MEET AND CONFER OBLIGATIONS

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

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

By mutual agreement of the parties, contract negotiations can occur by email, teleconference, video conference and/or in-person to avoid delays in negotiations.

SECTION 5. SALARY

- A. Effective as soon as practicable upon ratification of the contract and approval by the Board of Supervisors, salaries for employees represented by the Association will be increased by ~~3.04.5~~5%.
- B. Effective June ~~27, 2022~~23, 2025, salaries for employees represented by the Association will be increased by ~~2.53.0~~3.0%.
- C. Effective ~~June 26, 2023~~July 6, 2026, salaries for employees represented by the Deputy District Attorneys Association will be increased by ~~2.02.8~~2.8%.

D. Movement within the salary range for Deputy District Attorney I, II, and III classifications shall be governed by Civil Service Rule 409. Increases on the salary band for Deputy District Attorney IV and Senior classifications shall be 0% for less than satisfactory performance, 2% for satisfactory performance, and 3.5% for exceptional performance.

E. During the term of this agreement the following Association classifications will receive salary adjustments: Deputy District Attorney I, Deputy District Attorney II, and Deputy District Attorney III.

These adjustments will total 2.0% over the term of the contract and will be issued as follows:

1.00% - Effective as soon as practicable following Association ratification, and approval of the Board of Supervisors.

0.50% - Effective June 23, 2025.

0.50% - Effective July 6, 2026.

~~E. Effective June 26, 2023, the County will allocate up to a cap on total cost of up to one half of one percent (0.5%) of unitwide wages for salary adjustments based upon the classification study referenced in Section 30 below.~~

F. Effective the next pay period following ratification by members of DDAA and approval of the Board of Supervisors, employees in the classification of Deputy District Attorney IV and Deputy District Attorney Senior who have served 5 or more years as a prosecutor in the Santa Barbara District Attorney's Office shall receive a one-time lump sum payment of \$500.

SECTION 6. MEDICAL AND DENTAL COVERAGE

A. For new employees, medical and dental coverage benefits under this Section shall be effective at the beginning of the month that immediately follows the employee's first pay period of employment in a regular position. Part-time employees must be employed a minimum of fifty percent (50%) of full-time in order to be eligible for insurance benefits.

B. Preferred Provider Organization (PPO), Health Maintenance Organization (HMO) and Exclusive Provider Organization (EPO) medical plans, and PPO and Dental Maintenance Organization (DMO) dental plans shall be available to employees.

C. Employees may select coverage from the following options:

Medical Plans*

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

* All medical plans include employee assistance program coverage.

Dental Plans

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

Medical Contributions

During the term of this agreement, the County shall pay a base contribution of 100% of the employee-only premium for the Low Option EPO medical plan. Employees enrolling in medical plans having an employee-only premium amount lower than the Low Option EPO shall receive a base contribution of 100% of the employee-only premium for that plan.

In addition to the above base contribution, the County will also pay the following flat dollar amounts:

In plan year 2024 the County shall provide a flat dollar amount of \$50, twice monthly, to employees enrolled in a medical plan at the EE+1 level, and \$310, twice monthly, to employees enrolled in a medical plan at the EE+2 level.

In plan year 2025 the County shall provide a flat dollar amount of \$125, twice monthly, to employees enrolled in a medical plan at the EE+1 level and \$440, twice monthly, to employees enrolled in a medical plan at the EE+2 level.

In plan year 2026 the County shall provide a flat dollar amount of \$138, twice monthly, to employees enrolled in a medical plan at the EE+1 level and \$553, twice monthly, to employees enrolled in a medical plan at the EE+2 level.

In plan year 2027 the County shall provide a flat dollar amount of \$154, twice monthly, to employees enrolled in a medical plan at the EE+1 level and \$620, twice monthly, to employees enrolled in a medical plan at the EE+2 level.

The above base contributions and flat dollar amounts are based on full-time employment; part-time employees shall receive prorated amounts based on their percentage of full-time employment. Medical premium amounts that exceed the County's base contribution and flat dollar amounts shall be paid by the employee through payroll deductions.

Dental Contributions

The County shall contribute up to \$13.03 twice monthly toward the cost of the twice monthly premium for employee-only dental plan coverage. These contributions are based on full-time employment; part-time employees shall receive a prorated contribution based on their percentage of full-time employment. Dental plan premiums that exceed the County's contribution shall be paid by the employee

through payroll deductions.

~~C. During the term of this agreement the County shall pay 100% (prorated for part-time employees) of the employee-only premium for the Low EPO medical plan. In addition, for the 2023 plan year the County shall provide a \$25 subsidy of employee's twice-monthly medical premiums for employee + one coverage and a \$155 subsidy of employees' twice-monthly medical premiums for employee + family coverage. For the 2024 plan year the County shall increase the subsidy for employee + one coverage to \$50 and shall increase the subsidy for employee + family coverage to \$310 twice-monthly. The County shall contribute up to \$13.03 twice-monthly toward the cost of the twice-monthly premium for employee-only dental plan coverage. These contributions are based on full-time employment; part-time employees shall receive a prorated contribution based on their percentage of full-time employment. Insurance plan premiums that exceed the County's contribution shall be paid by the employee through payroll deductions.~~

~~Employees may select coverage from the following options: Medical*~~

- ~~• PPO Medical Plan(s)~~
- ~~• HMO Medical Plan(s)~~
- ~~• EPO Medical Plan(s)~~

~~* All medical plans include employee assistance program coverage.~~

~~Dental~~

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

- D. Employees may ensure their eligible dependents (including registered domestic partners as defined below) under the medical and dental plans listed in C above, in accordance with the rules and regulations applicable to obtaining said dependent coverage.
- E. Employees who are placed on a leave of absence resulting from a medical condition including injury, illness, pregnancy and childbirth shall receive the County contribution toward health plan coverage for a leave period up to eighteen months. Premium amounts exceeding the County contribution and for dependents shall be the responsibility of the employee during the leave period. If an employee has paid leave accruals in excess of eighteen (18) months at the start of the leave, the County will continue to make its contribution toward health coverage while paid leave is being used and until such time as the paid leave is exhausted.
- F. If two regular County employees are either a) married to each other or b) registered as domestic partners as defined below, and are both eligible for a contribution from the County toward employee-only medical and dental coverage, they may consolidate the County contributions toward the premium cost for “employee plus dependents” coverage held by one of the employees. In this situation, one employee (referred to below as the “spouse” or “partner”) becomes a dependent on the other employee’s (referred to below as the “primary employee”) medical and dental coverage.

In order to be eligible under this provision, all of the following conditions must be met:

- Both employees are covered by the same medical and dental plan;
- The spouse or partner is insured as a dependent on the primary employee’s medical and dental plan insurance;
- The spouse or partner has waived employee-only coverage;
- Both employees have authorized the consolidation of contributions on a form prescribed by the Human Resources Director.
- In the case of domestic partnerships, the employees must be so registered with a domestic partner registry maintained by a California city, county, the State of California, or a public jurisdiction in another state provided the affected employee(s) sign the County’s Declaration of Domestic Partnership form. Employees registering as domestic partners shall be responsible for all tax consequences of this benefit.

The amount of the consolidated contributions shall be that amount which would otherwise be contributed by the County toward the employee’s and

the spouse's or partner's employee-only premiums for the respective medical and dental plans less the cost for participation by the spouse or partner in the Employee Assistance Program and the County's healthcare advocacy program. The appropriate contributions shall be made by the respective departments employing each employee.

SECTION 7. FLEXIBLE SPENDING ACCOUNT PLAN

- A. All full-time and part-time employees in Association represented classifications shall be eligible to participate in the County sponsored Flexible Spending Account Plan.

The Flexible Spending Account Plan will include the following salary reduction options:

1. Pre-Tax Health Insurance Premium Option - for employees and their dependents;
2. Pre-Tax Health Care Spending Account Option;
3. Pre-Tax Dependent Care Spending Account Option;
4. Pre-Tax Life Insurance Premium Option;
5. Pre-Tax Personal Accident Insurance Program.

The options are described in detail in the Flexible Spending Plan brochure and in the Legal Plan Document which is available to all employee organizations. All salary reduction amounts are included in base salaries for the purpose of computing retirement earnings and are subject to appropriate Internal Revenue Service regulations.

The County shall meet and confer with the Association prior to revising the benefit options. The County agrees not to implement plan revisions unless a majority of recognized employee organizations agree to the proposed changes.

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

SECTION 8. ~~DELETED~~ME TOO CLAUSE

If successor agreements with the Public Defenders' bargaining unit or the Civil Attorneys Association exceed the total financial terms received by the Deputy District Attorneys' Association regarding base salary increases, and/or equity adjustments, and/or medical benefits over the same term as this MOU, the County shall increase the financial terms received by the Deputy District Attorneys' Association in an equivalent amount. These adjustments will be effective on a mutually agreed upon date as necessary to ensure equity for Deputy District Attorneys' Association members over the term of this contract. In the event that salary equity adjustments are provided to the Deputy Public Defenders' bargaining unit pursuant to Section 17 of the County MOU with SEIU Local 620, the Deputy

District Attorneys' Association members shall receive the same increases or adjustments effective on the same date that the increase or adjustments are received by the respective members of the Public Defenders bargaining unit. The collective bargaining process related to implementing the increased financial terms shall begin no later than 30 days after this clause is triggered.

SECTION 9. SICK LEAVE

- A. Each regular full-time or part-time employee shall accrue sick leave at the rate of .0463 hours for each hour in a regular pay status excluding overtime, call-back and standby duty.

- B. Employees represented by the Association shall receive eighty (80) hours sick leave accrual upon appointment or such prorated amount for regular part-time employees. Employees entering the unit from another County classification not eligible for this advance shall retain their current sick leave balances and shall only receive additional sick leave accrual necessary to provide a balance of eighty (80) hours sick leave.
- C. Unused sick leave shall be cumulative from year to year, with no accrual limit.
- D. Sick leave usage may not exceed the employee's accrued sick leave balance reported on the Leave Report at the end of the pay period immediately preceding the pay period in which the leave is taken.
- E. A department head may require evidence in the form of a physician's certificate, or otherwise, of the adequacy of the reason for any employee's absence during the time for which sick leave was requested. Under no circumstances is sick leave to be used in lieu of, in addition to, or as vacation. The Auditor may require a physician's certificate from the department in order to determine correctness of payroll records.
- F. When a member of an employee's immediate family is seriously ill or injured and requires the employee's presence and attendance, the employee may be allowed by ~~his/her~~their appointing authority to use up to six days (48 hours) of accumulated sick leave to attend such family member; provided, that not more than six days per year may be allowed for the illness or injury of any one member of the employee's immediately family. Subject to department head approval, an employee may exceed the six day limit to care for an immediate family member who has a catastrophic or life threatening illness as verified by a physician's statement.
- G. Up to a maximum of five days (40 hours) of ~~his/her~~an employee's accumulated sick leave may be allowed by ~~his~~their appointing authority to an employee for absence from duty because of any and each death in ~~his~~the employee's immediate family.
- ~~H. For the purposes of Section F and G above, "immediate family" is defined as: husband, wife, parent, step parent, brother, sister, child, step child, grandparent, grandchild, and mother in law or father in law of the employee.~~
- H.
- 1) A child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
 - 2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
 - 3) A spouse.
 - 4) A registered domestic partner.
 - 5) A grandparent.

(6) A grandchild.

(7) A sibling.

(8) A designated person, which, for purposes of this article, means a person identified by the employee at the time the employee requests paid sick days. An employer may limit an employee to one designated person per 12-month period for paid sick days.

I. "Designated person" is defined to mean any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. An employer may limit an employee to one designated person per 12-month period for family care and medical leave. (Gov. Code, § 12945.2.)

H.J. 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 nonremunerated blood donations to non-profit blood banks in the County. Time off in excess of two hours and up to an additional two hours may be used for this purpose, but such additional time off shall be charged to accumulated sick leave. Leave for the purpose of donating blood shall not exceed five times in any one calendar year.

~~J.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 of service, except that unused sick leave balances shall be reinstated for employees rehired into the County service within one year of separation. No payment shall be made to any employee for unused sick leave accumulated to the employee's ~~his~~ credit at the time of ~~his~~ the employee's termination from County service.

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

SECTION 10. VACATION

- A. For each hour in a regular pay status, excluding overtime, call-back, and stand-by, each regular full-time or regular part-time employee shall accrue vacation based on continuous County service as provided in the chart below.

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

- B. Annual vacation accrual may accumulate up to the Maximum Allowable Accrual provided for in the chart in A above. ~~For the term of this agreement, maximum accruals at all levels will temporarily increase by 40 hours. Effective June 24, 2024 employees whose vacation accruals exceed the levels listed in the chart above shall not accrue additional vacation hours until such time as their balances are below the accrual maximums prior to the temporary 40 hour increase.~~

- C. Notwithstanding the provisions of Sections A and B above, an employee absent due to a work-related injury, receiving Workers' Compensation Temporary Disability and unable to take vacation may accrue vacation above the Maximum Allowable Accrual. Following his/her return to work, the employee shall make every reasonable effort to promptly take vacation in excess of the Maximum Allowable Accrual.

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

~~E.D.~~ “Separation” means separation from regular status County employment, and does not include regular employees who transfer, promote or demote within departments of the County and maintain regular status County employment.

F.E. An employee is not entitled to vacation credits or accrual unless or until they have been a regular employee for six (6) continuous months. Consequently, a person failing to complete such service receives no payment for vacation credits upon termination. Employees who are separated from County service after six (6) months of continuous service with the County and who are subsequently rehired as regular employees within two (2) years of separation are not required to wait an additional six (6) months before being entitled to vacation credits or accrual, and may request to use vacation per Section 10, Paragraph G.

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

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

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

J.I. At the time of appointment in units represented by the Association, employees appointed from outside Santa Barbara County government service from a city, county, state agency, federal agency or special district, shall receive credit for their prior years of public agency service as a regular (i.e. not temporary, hourly, or extra help) employee towards their annual vacation accrual rate if that public agency experience ended within six months of the date of employment.

K.J. In addition to any credit provided for in Paragraph I, above, permanent employees who separate from County service and then return may recoup their past service credit for purposes of vacation accrual under the following conditions:

- a. Employees may be absent from County service no more than three consecutive years; and
- b. Employees must have left County service in good standing and their last two performance evaluation ratings prior to leaving County service must have been satisfactory or above.

Former service credit, in such cases, shall be combined with the new and current employment, in addition to any received in accordance with Paragraph I, above, in determining the employee's vacation accrual rates.

SECTION 11. HOLIDAYS

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

New Year's Day, January 1

Dr. Martin Luther King's Birthday, 3rd Monday in January
Washington's Birthday, 3rd Monday in February
Memorial Day, last Monday in May
Juneteenth, June 19
Independence Day, July 4
Labor Day, 1st Monday in September
Veterans Day, November 11
Thanksgiving Day, 4th Thursday in November
Thanksgiving Day Friday, the day after Thanksgiving
Christmas Day, December 25
Floating Holiday (See paragraph B below)

- B. All regular employees in a pay status (including paid leave) for any portion of pay period one each year, shall be credited with eight (8) hours holiday leave. Regular part-time employees shall receive a prorated equivalent. This holiday leave must be used during the payroll year and may not be accumulated from year to year. The floating holiday credit may be used in the same pay period in which it is accrued, subject to Paragraph C below.
- C. Holiday leave shall be subject to the approval and/or taken at the direction of the appointing authority or designee.
- D. Each County holiday which falls on Saturday shall be observed on the preceding Friday; and, in this event, the Saturday shall not be considered as a holiday for purposes of compensation and/or time off. Each County holiday which falls on Sunday shall be observed on the following Monday; and, in this event, the Sunday shall not be considered as a holiday for purposes of compensation and/or time off.
- E. Regular employees leaving County service shall be paid all compensatory holiday time which has accrued but has not been otherwise compensated.
- F. In the following sections reference to eight (8) hours shall apply to regular full-time employees and in the case of regular part-time employee the eight (8) hours shall be a prorated equivalent.
- G. When a holiday falls on an employee's regularly scheduled work day, the employee shall be paid eight (8) hours cash payment for the holiday. When a holiday falls on an employee's regularly scheduled day off, the employee shall accrue eight (8) hours of compensatory holiday time.
- H. When an employee who is overtime exempt is required to work on a holiday which falls on the employee's regularly scheduled work day, the employee shall, in addition to eight (8) hours regular cash payment for the holiday, accrue compensatory holiday time on an hour for hour basis for all hours worked up to eight (8) hours.

- I. Employees who accrue holiday time are encouraged to take the compensatory time during the payroll year in which the holiday is accrued. Up to 24 hours of accrued holiday may be carried over into the following payroll year, but no more than 8 hours of holiday accruals will remain available to employees at the end of pay period 3 each payroll year.
- ~~J.~~—In order to receive holiday compensation, an employee must be in paid status on the scheduled work day immediately prior to and/or after the holiday. Neither the first day of employment nor the last day of employment may be a holiday.

~~K.~~
~~J.~~

SECTION 12. LEAVE DONATION

Employees shall be eligible to participate as donors and recipients in the leave donation program, which provides a mechanism for assisting employees who have exhausted paid leave due to a serious or catastrophic illness or injury. This program allows a regular County employee to donate the monetary value of accrued vacation, holiday or overtime hours to a specific, eligible employee who has exhausted his/her own available leave balances. Serious or catastrophic illness or injury is defined as the employee's own adverse medical condition which requires the employee to be absent from work for more than twenty (20) consecutive work days, or a similarly debilitating illness or injury of the employee's immediate family member (as defined in Section 9, Paragraph H) requiring the employee's attendance.

- A. To receive leave donations, an employee:
 - must have been employed in a regular position for a minimum of six months ;
 - must be absent from work due to his/her own catastrophic illness or injury for more than twenty consecutive work days (as verified by a physician's statement), or be absent from work in order to attend his/immediate family member who has a catastrophic illness or injury (as verified by a physician's statement);and
 - must have exhausted all earned leave balances (including sick leave [if related to the employee's own illness], vacation, overtime and holiday credits); except however, the appointing authority may approve the solicitation/acceptance of leave donations prior to all balances being exhausted, when the physician's statement and leave balances indicate the probable exhaustion of balances within two pay periods.
- B. Donated leave shall be changed to its cash value at the donor's base rate of pay and then credited to the recipient in equivalent hours of vacation at the recipient's base rate of pay.

C. Donations:

- are voluntary;
- are made from accrued vacation, holiday or overtime balances; donation of sick leave is not permitted;
- must be for a minimum of eight (8) hours, in whole hour increments;
- are irrevocable, and if any donated hours remain at the end of the recipient's catastrophic leave, they shall remain available for the sole use of the recipient; and
- are taxable on the part of the recipient, in accordance with IRS regulations, and are subject to withholding as required by law.

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

E. The total donations received into his/her vacation balance by an employee shall normally not exceed 1040 hours; however, donations in excess of 1040 hours may be considered and approved by the recipient's appointing authority.

F. Upon approval of a request for donations, the appointing authority (or his/her designee) shall, at the employee's request, post a notice of the eligible employee's need for donations on departmental bulletin boards accessible to employees; confidential medical information shall not be included in the notice. If the eligible employee is in his/her original probationary period, the notice will include a statement of that fact.

G. Donations shall be administered according to procedures established by the Auditor-Controller, and requested on a form prescribed by the Auditor-Controller. Signed approvals of the receiving and donating employees must be properly provided before a donation is processed.

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

H. Nothing in this section shall be construed to modify the employment relationship between the County and the receiving employee, or to restrict the County's management rights. Neither shall this section modify existing County rules, policies or agreements regarding unpaid leave of absence or family leave.

SECTION 13. ADMINISTRATIVE LEAVE

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

A. Purpose-

Salaried employees are compensated for meeting the requirements and performing the duties of their job regardless of the number or scheduling of hours worked. Such employees may be required periodically or routinely to work long or irregular hours, and to attend various meetings and functions outside of normal "business hours" to fulfill their responsibilities.

Due to standards of public accountability and the resulting need for all employees to account for all time for which they are compensated, the County has created a vehicle to record paid time off not charged to accrued leave balances when a salaried employee occasionally works less than his/her regular schedule. This paid time off is called administrative leave. The purpose of administrative leave is to provide a process for authorized leave time to record amounts to be paid to salaried employees when their pay period total regular hours plus any use of vacation, holiday or sick leave is less than their normal schedule (e.g., 80 hours for full-time employees).

B. Non-Discretionary Administrative Leave

Salaried employees may utilize up to 40 hours of non-discretionary administrative leave per payroll year. For the 2024 payroll year only, this amount will be prorated to provide a total of 20 hours to be used between July and December 2024, including new salaried employees hired between July and December 2024, irrespective of their hire date. In all subsequent payroll years employees may utilize up to 40 hours during the payroll year, including new salaried employees hired irrespective of their hire date. Said hours may be used any time during the County's payroll year subject only to supervisor approval for time off, consistent with requests for vacation time. There shall be no carry over from payroll year to payroll year, or cash out for hours not used in the payroll year.

C. Discretionary Administrative Leave

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

The department head may grant an additional 68 hours to salaried employees, which may be used after having recorded any regular, sick leave, holiday and/or vacation taken as appropriate in a pay period. Department heads may approve administrative leave in recognition of extraordinary work assignments, excessive work time beyond normal work schedules, or to reward outstanding individual performance. The County Administrator may approve additional, discretionary administrative leave upon the written request of the department head.

D. Procedure

An employee shall not be required to exhaust their accrued leave balances prior to the utilization of any administrative leave. A salaried employee is able to use their administrative leave even if they have not yet been a regular employee for six (6) continuous months, subject only to supervisor approval for time off.

~~A. Procedure. Salaried employees, after having recorded any regular, sick leave, holiday and/or vacation taken as appropriate in a pay period, may use administrative leave with the approval of their department head. The department head may grant a salaried employee up to 108 hours of administrative leave per payroll year. The County Administrator may approve additional administrative leave upon the written request of the department head.~~

SECTION 14. RETIREMENT

A. The County offers the following retirement plans:

1. Employees Hired Before October 10, 1994 Contributory Retirement Plan, 2% at age 57 formula (Plan 5A – Half Rates FAS-1)
2. Employees Hired On or After October 10, 1994 and before June 25, 2012 Contributory Retirement Plan, 2% at age 57 formula (Plan 5B – Full Rates FAS-1)
3. Employees Hired between June 25, 2012 and January 1, 2013 Contributory Retirement Plan, 2% at age 61 1/4 formula (Plan 7 – Half Rates FAS-3)

4. Employees Hired On or After January 1, 2013 Contributory Retirement Plan, 2% at age 62 formula (Plan 8 – Full Rates FAS-3)

~~5.~~ Employees hired on or after June 25, 2012 are not eligible for retiree medical subsidies.

~~6.5.~~

- B. Effective October 8, 2018, "Classic/Legacy" employees began to contribute 1.5% of their pensionable income as a partial replacement of the mandatory employer contribution.
- C. Effective March 23, 2020, "Classic/Legacy" employees will contribute an additional 0.5% (for a total of 2.0%) of their pensionable income as a partial replacement of the mandatory employer contribution.
- D. Effective in Pay Period 15-2020 (June 29, 2020), "Classic/Legacy" employees will contribute an additional 0.5% (for a total of 2.5%) of their pensionable income as a partial replacement of the mandatory employer contribution.
- E. The required payments will be credited to the employee's account and designated "employee contributions" for purposes of Government Code section 31631(b). To enable employees to make these contributions with "pre-tax dollars," the County deems the contributions "picked up" pursuant to Internal Revenue Code section 414(h), Government Code section 31581.2, and Santa Barbara County Resolution 02- 281.

SECTION 15. OVERTIME

- A. Employees represented by this agreement shall be exempt and shall not receive overtime compensation, except in an emergency as provided below.
- B. Regular employees in classifications exempt from overtime compensation and therefore not otherwise eligible for overtime pursuant to this agreement shall be paid overtime worked during an emergency as follows:
 - 1. No overtime compensation shall be paid for overtime work during an emergency for the first twelve (12) hours of such emergency overtime work;
 - 2. Overtime compensation shall be paid at straight time for the second twelve (12) hours of emergency overtime work; and
 - ~~3.~~ Overtime compensation shall be paid at the rate of time and one-half for all hours of overtime worked in excess of twenty-four (24) hours during any such emergency.

~~3.~~

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

SECTION 16. MILEAGE

Employees who, when authorized by their department, use their personal vehicle for County business shall be reimbursed for each mile driven on County business. Said reimbursement shall be at the amount per mile exempted by the Internal Revenue Service for reporting of income. If there are any changes in Internal Revenue Service exemptions, the County shall notify the Association.

SECTION 17. BAR DUES

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

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

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

SECTION 18. PROFESSIONAL EXPENSES

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

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

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

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

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

- B. In addition to Subsection A above, to the extent funding is available, employees represented by the Association may apply for tuition and textbook reimbursement up to a maximum for regular full-time employees of \$250 per fiscal year through the County's Tuition Reimbursement Program and in accordance with existing administrative regulations governing this program. Tuition reimbursement for regular part-time employees shall be prorated based on their part-time percentage.

SECTION 19. DUTY DEPUTY PAY

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

1. The Duty Deputy assigned by the department head will:
 - a. Be ready to respond immediately to calls for their services.

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

SECTION 20. LONG TERM DISABILITY INSURANCE

The County shall provide a Long Term Disability Insurance Plan for all employees represented by the Association. Part-time employees must be employed a minimum of fifty percent (50%) of full-time in order to be eligible for insurance benefits. The County shall cover 100% of the cost of the insurance.

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

SECTION 21. TERM LIFE INSURANCE

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

SECTION 22. PERFORMANCE EVALUATIONS

Employees shall be given an opportunity to read and sign their performance evaluations prior to placement of the evaluations in the employee's official personnel files. It is acknowledged that the fact the employee has signed a performance evaluation does not necessarily mean the employee agrees with the evaluation, but that such signature shall be evidence of the employee's knowledge of the completed evaluation. The employee shall receive a copy of the performance evaluation within thirty (30) working days of the date of the evaluation.

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SECTION 23. AUTOMATIC PAYROLL DEPOSIT

All employees covered by this agreement shall participate in the County's automatic payroll deposit program. Participation shall mean the employee's execution of a payroll authorization form and submission of a voided check or savings deposit slip to the Auditor's office. It shall be the employee's choice as to which bank he/she designates as the institution receiving the payroll funds.

When the authorization form is properly executed and filed with the Auditor, the County shall automatically deposit in the employee's designated bank account the net amount of pay each designated biweekly payday.

SECTION 24. PAYROLL SIMPLIFICATION

During the term of this Agreement, the County may reopen negotiations on the issue of payroll simplification and/or modifications in compensation structure precipitated by the implementation of a new human resources and payroll system. If the County reopens negotiations on this subject the proposed changes will not be implemented unless the parties mutually agree .

SECTION 25. LEAVE OF ABSENCE POLICY

During the term of this agreement, the County may reopen negotiations on the issue of a comprehensive leave of absence policy and related changes in terms and conditions of employment. In addition, the County agrees to reopen negotiations at the Association's request on the issue of Leaves of Absence for its members.

SECTION 26. RETURN TO WORK

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

SECTION 27. NO STRIKE CLAUSE

Employees represented by the Association shall not take part in any strike, work action, or other concerted activity of any kind which will result in curtailing or restricting County services during the term of this agreement, and until negotiation and impasse procedure obligations in connection with a successor agreement are exhausted.

The Association agrees not to sanction, encourage, or support any such strikes, work actions, or other concerted activity.

The term "strike, work action or other concerted activity" means any concerted failure to report for duty, any concerted absence from position (including sympathy strikes), any concerted stoppage of work, any concerted slowdown, sickout, refusal or work, interruption, call-in or failure in whole or in part to carry out the full, faithful, and proper performance of the duties of employment. The term "strike, work action, or other concerted activity" also means any participation in an action curtailing or restricting the operation of the County for the purposes of inducing, influencing, or coercing a change in the working conditions, compensation, and rights, privileges, and obligations of employment.

In the event that a strike, work action or other concerted activity occurs in violation of this agreement, the Association shall, on written notice by the County, issue a statement addressed to the employees, a copy of which shall be delivered to the County, declaring the strike or other concerted activity not sanctioned, unlawful, and directing them to immediately return to work, or cease and desist.

In the event any employee covered under this agreement violates the terms of the No Strike provision, the County retains the right to discharge or otherwise discipline any such employee.

SECTION 28. CONCLUSIVENESS OF AGREEMENT

- A. The provisions contained in the Agreement shall prevail over County practices and procedures and over State laws to the extent permitted by State law.
- B. The Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- C. This Section does not apply to the County's Civil Service System or the rules adopted to administer the Civil Service System.

SECTION 29. SAVINGS CLAUSE

Should any provision of this agreement be held inoperative, void or invalid by any court of competent jurisdiction, the remaining provisions of this agreement shall not be affected thereby, and the parties shall meet and confer for the sole purpose of arriving at a mutually satisfactory replacement of such provision.

SECTION 30. OBLIGATION TO MEET AND WAIVER CLAUSE

~~The County and Association will meet to discuss initiation of a classification study of all DDAA represented job classifications in Fall of 2021. The parties will meet and confer regarding any potential changes proposed as a result of the study.~~

Except as otherwise expressly provided in this agreement or where the parties mutually agree to meet and confer on the matter, the County and the Association expressly waive and relinquish the right, during the term of this Memorandum to meet and confer with respect to the renegotiation, alteration or change of any Section or any part, term, condition or language thereof, in this instant Agreement.

In the event any new practice, subject or matter arises during the term of this agreement (e.g., a new statutory or regulatory mandate, or an issue not covered by the provisions of this agreement), that is within the scope of bargaining, and an action is proposed by the County, the Association shall be afforded all possible advance notice and shall have the right to meet and confer upon request. In the absence of agreement on such a proposed action, the County reserves the right to take necessary action by management direction and the Association reserves the right to then take whatever lawful action deemed necessary.

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

During the term of this Memorandum the parties agree to meet and confer over items related to the County's conversion to the Workday ERP software, or Civil Service Rule revisions which necessitate the renegotiation, alteration or change of any Section or any part, term, condition or language thereof, in this Agreement

SECTION 31. GRIEVANCE PROCEDURE

Subsection 1. Purpose

A. To promote improved employer-employee relations by establishing that grievances shall be heard and settled as informally as possible and as promptly and as closely as possible to the point of origin.

~~B.~~ The Association agrees to encourage an employee to discuss ~~his~~-~~their~~ grievance with ~~his~~-~~their~~ immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint and attempt to adjudicate same at a mutually satisfactory time.

B.

Subsection 2. Grievance, Defined

A. A grievance shall be defined as a claim by an employee or group of employees adversely affected by an alleged violation, misinterpretation or misapplication of the Memorandum of Understanding, department-wide policy or practice or County rules, regulations, resolutions, ordinances, or side letters of agreement applicable to the employee except the following issues that provide their own means of administrative review:

1. Appeals of disciplinary actions and appeals relating to Civil Service examinations shall be filed and processed pursuant to Santa Barbara County Civil Service Rules.

2. Complaints relating to discrimination, occupational health and safety, Worker's Compensation, and Retirement Board matters shall be processed pursuant to established County complaint procedures in these areas.

~~B.~~—The Association recognizes management's right to establish policies governing the operation of the County departments. However, allegations also subject to the grievance procedure are those in which the complaint concerns an inconsistent application of policy where the inconsistency results in a denial of the employees' rights under those policies defined in "A" above.

~~C.B.~~

Subsection 3. Basic Rules

A. The procedure in this section shall be the exclusive means for the disposition of all written grievances arising under this Memorandum, and the County shall not be liable to the Association or to any employee in any respect except as may be determined under said procedure.

B. Any employee (meaning a grievant), as that term is defined above, may file a grievance or may authorize by signature the filing of grievance on ~~his—the~~ employee's behalf without fear of restraint, interference, coercion, discrimination or reprisal.

C. Association Representatives shall not be discriminated against in their employment relationship because of their activity in the investigation and processing of grievances on behalf of other employees. This section shall not be construed to confer any special privileges to Association Representatives nor to relieve them of their obligation to fully perform all of the duties of their County position in a timely and competent manner.

D. Formal grievance forms shall be made available to the employee through the Human Resources Department, other County departments and the Association, and all formal grievances shall be submitted on these forms. Any changes in the form shall be by mutual agreement.

E. Formal grievance forms shall be complete upon filing and must explicitly specify the policy or the particular section of the agreement, rule, resolution, or ordinance, the violation of which is being alleged as the basis for the grievance. The remedy requested must also be specified. No modifications in the violation being alleged shall be made subsequent to filing unless mutually agreed to by both the County and the grievant, or ~~his—their~~ Association Representative.

F. The employee has the right to the assistance of one Association Representative in the preparation and/or presentation of ~~his—their~~ written grievance. An employee

| is also entitled to represent ~~himself~~them self individually at any step of the formal grievance

procedure, provided, however, supervisory employees shall not represent non-supervisory employees where such activity results in a conflict of interest and further provided that the employee may not change ~~his~~-~~their~~ designation of representation other than designating ~~himself~~-~~them~~ ~~self~~ during the grievance procedure. In the event the Association determines there is no violation or the proposed settlement is just, the Association is not under an obligation to represent a grievant beyond Step 3 of this procedure.

If the employee is represented in a formal grievance meeting, the department may designate a management representative to be present in such meeting.

G. The grievant may withdraw the grievance at any stage of the formal grievance procedure by affixing ~~his~~-~~the~~ grievant's signature in the proper space on the Human Resources Department's copy of the grievance form which shall then become a part of the Human Resources Department's records.

H. If the employee's grievance is resolved at Step 1, 2, or 3 in the formal grievance procedure, as provided in subsection 7, the matter will be closed and the grievance resolved at that step. The grievant(s) concerned shall indicate acceptance of the resolution of the grievance by affixing ~~his~~-~~the~~ grievant's signature in the appropriate space indicated on the Human Resources Department's copy of the formal grievance form.

I. By mutual agreement, the parties may revert the grievance to a prior level for reconsideration. In such an event, the grievant shall have the rights of appeal set forth in this section, if the grievance is not settled at the prior level.

J. Employees with common supervision and with essentially identical grievances, including remedy, may initiate a single grievance. Employees with essentially similar grievances may be required, at the County's discretion, to consolidate to a single proceeding at Steps 3 through 6 of the formal grievance procedure.

K. By mutual agreement, the parties may waive any step of the grievance procedure included in subsection 6 or 7.

L. All terms used herein will have the meaning as defined in the County's Employer-Employee Resolution when used in connection with this document, unless the context indicates or dictates otherwise.

Subsection 4. Time Off for Processing of Grievances

The grievant and/or ~~his~~-~~their~~ Association Representative shall be granted reasonable time off with pay from regularly scheduled duty hours to process a grievance, provided that the time off will be devoted to the prompt and efficient investigation and handling of grievances, subject to the following:

A. Any grievant or ~~his~~-~~their~~ representative, when said representative is a County employee, shall not log compensatory time earned or premium pay time for any time spent in the processing or investigation of a grievance.

B. Grievant's representative shall be employed in the same work unit or location as the grievant. When it is impossible to meet the foregoing condition, a grievant's representative may be employed outside the same work unit or location, provided that said representative is no longer than thirty (30) minutes away, by the most practical and common mode of transportation, from the grievant's work location. This time limit may be waived by mutual agreement when the grievant is assigned to a remote work location. In no case shall County vehicles be used for transportation in connection with the processing of grievances, nor will reimbursement be considered for use of private vehicles.

C. Before performing any grievance work during scheduled duty hours a grievant or a grievant's Representative shall obtain permission from ~~his~~-~~their~~ supervisor and shall report back to ~~his~~-~~their~~ supervisor when the grievance work is completed.

D. A grievant or grievant's ~~Representative~~-~~representative~~ shall not leave ~~his~~-~~their~~ job to perform any grievance work unless ~~his~~-~~their~~ supervisor determines that ~~his~~ ~~their~~ absence will not unduly interfere with the work of the unit in which ~~he is the~~ ~~grievant or grievant's representative is~~ employed. However, every reasonable effort will be made to grant such time off within two (2) working days and shall not be unreasonably denied for a period longer than three (3) days.

E. When a grievant or any Association Representative must go into a section, department, or work unit to investigate or process a grievance, ~~he~~-~~such person~~ shall be permitted to do so provided that:

1. ~~They~~~~He~~ explains the purpose of ~~his~~-~~the~~ visit, who ~~he is~~~~they are~~ visiting, and checks in and checks out with the supervisor on the section, department, or work unit, and

2. Such investigation or processing does not unduly interfere with the work of the section, department, or work unit. However, an effort will be made to grant such access within two (2) working days and shall not be unreasonably denied for a period of longer than three (3) working days.

3. Management retains the right to have a County representative accompany an Association Representative when ~~he~~-~~the Association Representative~~ is granted access to County work sites.

F. County employee who has direct first-hand knowledge of the event giving rise to the grievance and whose testimony is necessary in establishing the facts of a particular grievance may be called as a witness in a formal grievance hearing. If the grievance hearing is held during the employee witness's work schedule, the attendance of such witness at the grievance hearing shall be conditional upon:

1. Providing 48 hours' notice to their department of their proposed attendance;

2. Such proposed attendance not unduly interfering with the operation of the

department;

~~3.~~ Needed witnesses up to 3 may attend mutually called formal grievance hearings on paid County time to present their testimony when necessary.

4.3.

Subsection 5. Time Limits

A. Time limits specified in Subsection 7 may be extended by mutual consent, in writing, of the grievant and/or the Association Representative, and the County.

B. Failure by a grievant or the Association Representative to file an appeal within the specified time limits provided in Subsection 7, unless extended, shall constitute acceptance of the decision rendered at the lower level and the grievance shall not be subject to further appeal or reconsideration.

~~C.~~ Failure by management to respond to the employee's grievance within the time limit specified automatically grants to the employee or ~~their~~ representative the right to process the grievance to the next level.

~~D.~~C.

Subsection 6. Informal Procedure

Any employee having a grievance should verbally present same directly to ~~their~~ supervisor in an effort to clarify the grievance and mutually achieve settlement. The initial presentation should be without the benefit of representation; however, one (1) subsequent presentation may be made with the benefit of representation.

The departmental management has the responsibility to:

A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and

~~B.~~ Supply the employee with the necessary information to process ~~his~~ the grievance to the proper agency, organization, or authority.

~~C.~~B.

Subsection 7. Formal Procedure

Step 1: Immediate Supervisor

An employee may submit a formal grievance, on forms provided by the County as provided in Section 3, paragraph B, by filing one copy with ~~his~~ the employee's immediate supervisor and one copy with the Human Resources Department not more than ten

(10) working days from the date of the action or incident claimed to be the basis for the grievance, or not more than ten (10) working days from the date of discovery of such action or incident, but in no event shall any grievance be

accepted for consideration more than one year from the action or incident claimed

as its basis regardless of the date of discovery. If the grievance is not presented within the time limitation herein provided, it shall be deemed not to exist. Within seven (7) working days of receipt of the grievance, the immediate supervisor shall deliver ~~his~~-~~their~~ written decision to the grievant. Any grievance settled at this step shall be subject to the review and confirmation of the department head before the settlement may become effective. Such review will occur within seven (7) working days or the grievance shall automatically be moved to Step 2. In the event the department head does not confirm the settlement, the grievant may initiate Step 2 of this procedure.

Step 2: Department Head-Management Review

A. If a grievance is not settled or an answer is not forthcoming, the grievance may be appealed in writing within seven (7) working days from the receipt of the decision of the immediate supervisor or ~~his~~/~~her~~/~~their~~ failure to respond to the department head.

B. Within ten (10) working days of receipt of the grievance, the department head or ~~his~~/~~her~~/~~their~~ designee shall deliver ~~his~~/~~her~~/~~their~~ written decision to the grievant.

Step 3: County Executive Officer

If the grievance is not settled or an answer not forthcoming, the grievant and/or the Association ~~r~~R Representative may appeal, in writing, within seven (7) working days from the receipt of the decision of the department head or within seven (7) working days from the expiration of the time limit for such decision under Step 2, to the County Executive Officer. Within ten (10) working days from receipt of appeal, the Executive Officer-, or ~~his~~-~~their~~ designated representative shall deliver ~~his~~-~~their~~ written decision to the grievant and the Association ~~r~~R Representative.

Step 4: Mediation

If the grievance is not settled or an answer not forthcoming, the grievant and/or the Association ~~r~~R Representative may require that the County enter into mediation regarding the grievance utilizing the California State Mediation and Conciliation Service. The mediation will be scheduled as soon as possible on a date mutually agreeable to the parties.

Step 5. Arbitration

A. If the grievance is not settled or disposed of at Step 4, the grievance may be submitted within ten (10) working days, to the Human Resources Director for arbitration. Within ten (10) working days from receipt of the request for arbitration, the Human Resources Director shall request a panel of arbitrators from the State Mediation & Conciliation Service and provide the Association with a copy of the request. The Arbitrator shall be selected from a panel provided by the State Conciliation Service. The hearing shall be conducted in accordance with the

rules and regulations of the American Arbitration Association unless the parties mutually agree to other rules or procedures for the conduct of such arbitration.

B. Except as provided in subsection E below, the fees and expenses of the Arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during arbitration, will be the responsibility of the individual party involved. Where the individual is representing ~~himself~~them self, ~~he~~the individual shall be solely responsible for ~~their~~his-share of the fees and expenses as outlined above.

C. The Arbitrator shall have jurisdiction and authority to interpret the provisions of this Memorandum of Understanding. He shall not have jurisdiction or authority to alter, in any way, the provisions of this Memorandum.

D. In relation to alleged violations of Memorandum of Understanding (including side letters of agreement) and/or countywide rules, regulations, resolutions or ordinances, the decision of the Arbitrator shall be final and binding on both parties. In relation to alleged violations of department policy or practice, the decision of the Arbitrator shall be subject to Board of Supervisors review as provided in Step 6, below. Not more than one grievance shall be submitted to arbitration in the same proceeding without the consent of the parties, except that grievances that are based on the same set of facts which must necessarily be decided in the same way can be submitted in a single arbitration. If the Association fails, or the employee individually fails, refuses, or declines to demand arbitration of any such grievance, the affected employee or employees shall be conclusively bound thereby.

E. Thereupon, the County and the Association shall endeavor to make a submission agreement, setting forth the issue or issues to be submitted to arbitration and any agreed stipulated relevant facts and principles. In the event of disagreement between the County and the Association, the issue or issues of the grievant as set forth in the written grievance shall be an issue to be submitted to arbitration. In the event that there is a dispute as to arbitrability, the arbitrator shall hear that issue prior to opening the record on the merits of the dispute. If the arbitrator determines that the issue is not arbitrable the grievance will be dismissed and the matter considered closed. If the arbitrator determines that the issue is arbitrable, the matter will then be set for hearing on the merits. The cost of the arbitrator for this threshold phase of the process shall be borne by the losing party.

F. A grievance not appealed to arbitration within ten (10) working days after the County Administrator's, or ~~his~~their designated representative's, written disposition of the grievance, shall be barred for all purposes. The limits set forth herein may be extended by mutual agreement.

G. In no event shall arbitration extend to:

1. The interpretation, application, or legality of any federal, state or local law, however, if the Arbitrator, in his discretion, finds it necessary to interpret or apply

such federal, state or local law in order to resolve the grievance which has been submitted to arbitration, he may do so.

2. Matters under the jurisdiction of the County of Santa Barbara Civil Service Commission for which the Commission has established procedures or processes by which employees may appeal to, or request review by, said Civil Service Commission; however, if the Arbitrator, in ~~his~~-~~their~~ discretion, finds it necessary to interpret or apply matters under the jurisdiction of said Civil Service Commission in order to resolve the grievance which has been submitted to the Arbitrator, ~~he~~-~~they~~ 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 ~~their~~~~his~~ discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the Arbitrator, ~~he~~-~~they~~ may do so.

Step 6: Board of Supervisors: Right to Final Decision (limited to alleged violations of department policy or practice)

With regard to alleged violations of department policy or practice, the Arbitrator's decision and award provided for in Step 5 shall be final and binding on the parties unless the Board of Supervisors at its sole discretion chooses to review the decision and, by majority vote, votes to set aside the decision and award of the Arbitrator within forty (40) days from the date of the issuance of the award and decision of the Arbitrator. In such event, the Board of Supervisors shall deliberate the grievance and, within a reasonable period of time (not to exceed forty (40) days), shall arrive at a decision which shall be final and binding. During such deliberations the County Administrator, or ~~his~~-~~their~~ designated representative, and the Association ~~r~~Representative shall make their presentations to the Board of Supervisors. Where possible, such presentations shall be made within thirty (30) calendar days from the date of the issuance of the Arbitrator's award. In the event the Board sets aside the decision and award of the Arbitrator, the County shall pay the Arbitrator's fee. Each party to the arbitration will still be responsible for their own expenses and costs -of arbitration, and while Step 6 allows Board action, -this provision does not afford the grievant or the Association ~~r~~Representative a right to compel Board review.

SECTION 32. STATE DISABILITY INSURANCE

As soon as practicable upon ratification of the contract and approval by the Board of Supervisors, the County shall implement State Disability Insurance for employees represented by the Association.

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, (s)he may use any available overtime and/or holiday credits first and vacation second to supplement their SDI benefits up to 80% of 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 9 (F) 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 33. DEFERRED COMPENSATION

A. Effective as soon as practicable upon ratification of the contract and approval by the Board of Supervisors, the County shall contribute 0.24% of the employee's base salary each pay period into a 401(a) deferred compensation plan for the benefit of the employee. All employer contributions shall be immediately vested to the employee.

Employees are responsible for the investment of assets in their individual account among the investment choices available and offered by the Plan Administrator. If an employee fails to direct any specific investment choice, the assets in his/her individual account will automatically be invested in the Plan Administrator's "general account." Specifics of the 401(a) Plan are contained in the Plan Document.

SECTION 34. TERM OF AGREEMENT

The County and the Association agree that this Memorandum of Understanding shall not be binding upon the parties either in whole, or in part, unless and until ratified by the membership of the Association and formally approved by a majority vote of the County Board of Supervisors. This Memorandum of Understanding (MOU) shall remain in full force and effect to and including the last day of Pay Period ~~2024~~2027-14 (projected date ~~June 23, 2024~~July 4, 2027).

The parties shall begin successor contract negotiations four (4) months before expiration of the MOU unless that time frame is changed by mutual agreement. It is the intent of the parties to conduct negotiations in such a manner as to reach a new agreement on or before the termination date of this agreement.

DATED:
COUNTY OF SANTA BARBARA

DATED:
ENGINEERS AND TECHNICIANS
ASSOCIATION

Carlos Silvas

Stuart Adams

Stephanie Langsdorf

Anthony Davis

Nicci Plata

Justin Greene

Vanessa Hernandez

Heather Trapnell