

**MEMORANDUM OF
UNDERSTANDING BETWEEN THE
COUNTY OF SANTA BARBARA AND
SANTA BARBARA COUNTY DEPUTY SHERIFFS' ASSOCIATION**

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(August 17, 2026 through July 2, 2028)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SANTA BARBARA AND
SANTA BARBARA COUNTY DEPUTY SHERIFFS' ASSOCIATION**

SECTION 1. Purpose

This Memorandum of Understanding is hereby entered into between the County of Santa Barbara, (hereinafter referred to as the "County"), and the Santa Barbara County Deputy Sheriffs' Association, (hereinafter referred to as the "Association"). It is the general purpose of this Memorandum of Understanding to promote the mutual interest of the County and its employees and to establish rates of pay, and certain other terms and conditions of employment.

SECTION 2. Recognition

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

- A. Law Enforcement Non-Supervisory
 - Emergency Communications Center Call Taker
 - Communications Dispatcher I
 - Communications Dispatcher II
 - District Attorney Investigator I
 - District Attorney Investigator II
 - District Attorney Investigator III
 - Custody Deputy
 - Sheriff's Deputy, Trainee
 - Sheriff's Deputy
 - Air Support Pilot

- B. Law Enforcement Supervisory
 - Communications Dispatch Supervisor
 - District Attorney Investigator, Supervising
 - Custody Sergeant
 - Sheriff's Sergeant

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

SECTION 3. Association Security

- A. The County shall deduct membership dues and insurance premiums from employees in the above-mentioned representation units 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. The County shall provide the Association all information that is required by California Government Code §3557.

- B. Each pay period the County shall provide the Association with a membership dues checkoff list and list of insurance premiums deducted. Said lists shall be without cost to the Association.
- C. An employee who is a member of the Association's bargaining team and who attends the regular scheduled bargaining sessions between the County and the Association shall receive release time or flex time conditioned on the following:
1. Release Time: Means the release from regularly scheduled duty to attend with pay a bargaining session between the County and the Association's bargaining team during on-duty time. Release time is time worked.
 2. Flex Time: Means the release from duty before the end of a shift, or permission to report late to start a shift. Any such scheduled flex time shall be for a specific number of hours which have been approved by the watch commander, or station supervisor, and specifically marked on time cards as negotiation flex time. Leave balances or a schedule adjustment may be used for this purpose.
 3. Hours Eligible for Release Time or Flex Time: Means only those hours scheduled and actually spent in bargaining sessions between the County and the Association on days the Association member is scheduled to work. Hours spent in negotiations in excess of the number the employee was scheduled to work that day, or hours spent in negotiations on a non-duty day, shall not be counted for pay purposes or as hours worked.
 4. DSA bargaining team members shall notify their supervisors of the scheduled time, date and place of the bargaining session between the County and the DSA at least 72 hours in advance, or as soon as a session is scheduled if less than 72 hours.

Scheduled on-duty personnel will be expected to report for duty prior to a scheduled negotiation session unless the start of the shift is the same as the scheduled start of the negotiation session, or later. On-duty personnel shall report for duty after the end of a bargaining session unless the bargaining session exceeds the scheduled duty day. The bargaining session shall be deemed ended when either the County or DSA indicates the meeting is over.

A team member or alternate who is scheduled to work graveyard shall be given the opportunity to leave the shift early before the scheduled meeting or check in late for the shift following the bargaining session provided the flex hours are scheduled in advance. If flex time is denied, alternate scheduling may be granted with the approval of the Division Commander.

- D. The County shall provide an aggregate of up to ten days off without pay for Association officers to attend seminars or conduct Association business. Such leave without pay must be scheduled and approved in advance by the department head or designee. The department retains the right to deny a leave or cancel a leave when such leave will result in an uncovered work

assignment or cause overtime. The parties agree to continue to meet and confer regarding changes to provide leave without loss of pay for Association officers to attend seminars and classes and to conduct union business.

- E. 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 used 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 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, "qualifying activities" 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 "qualifying activities" 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:

1. Representation of members at interviews required for Professional Standards Investigations;
2. Attendance at Board of Supervisors' meetings;
3. Scheduled meetings on duty time with the Sheriff or members of the Executive or Command staff;
4. 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; and
5. 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:

6. Time off for negotiations and grievance processing, which have separate provisions for paid time off under law or other MOU sections;
7. Individual meetings between a designated DSA representative and a DSA member while the designated DSA representative is off duty; and
8. 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 the member's 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.

SECTION 4. County Rights

- A. The County retains, among other management rights, the exclusive right to determine the methods, means, and personnel by which County government operations are to be conducted, as well as to exercise complete control and discretion over its organization, operations, and technology of performing its work; to determine the mission, function, and necessity of all or part of each of its constituent departments, boards, and commissions and take all necessary actions to carry out their mission, functions and necessity, or any part thereof, as well as set standards of service to the public.
- B. It also retains the sole right to administer the Civil Service system, to classify or reclassify positions, add or delete positions or classes to or from the Salary Resolution; 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.
- C. The County reserves the right to take whatever action may be necessary in an emergency situation; however, the Association shall be notified promptly of any such emergency action which affects matters within the scope of representation.
- D. In the event any new practice, subject or matter arises during the term of this agreement 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 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.

SECTION 5. Salaries

- A. Effective upon ratification by the Association and approval by the Santa Barbara County Board of Supervisors, the County shall provide an across the board salary base increase of three percent (3.0%) for all represented classifications.

In addition, the following classifications series will receive an additional base salary increase of 1.0% based on market equity:

- Custody Deputy
- Sheriff's Deputy, Trainee
- Sheriff's Deputy

- Custody Sergeant
- Sheriff's Sergeant
- District Attorney Investigator I, II, and III
- District Attorney Investigator, Supervising

- B. Effective Pay Period 2027-15 (July 5, 2027), the County shall provide an across the board salary base increase of three percent (3.0%) for all represented classifications.

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. The County shall pay 100% (pro-rated for part-time employees) of the least expensive EPO employee-only premiums, not to exceed the actual cost of the plan selected. The County shall contribute up to \$13.35 twice monthly toward the cost of the biweekly premium for employee-only dental plan coverage. These contributions are based on full-time employment; part-time employees shall receive a prorated contribution based on their percentage of full-time employment. Insurance plan premiums that exceed the County's biweekly contribution shall be paid by the employee through payroll deductions.

Employees may select coverage from the following options:

Medical *

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

* All medical plans include employee assistance program and Care Counsel coverage.

Dental

- County Self-funded DPO Dental Plan
- DMO Dental Plan

- C. Annually during the term of this agreement, the County shall allocate additional funds to offset the cost of employee and/or dependent health insurance in the amount of \$3,159,365 for the 2026 plan year and each plan year thereafter.

The parties will jointly determine how the funds will be allocated each year (to employee-only contribution, contribution toward dependent coverage, benefit allowance, and/or other form of payment).

- D. Employees may insure their eligible dependents (including registered domestic partners as defined below) under the medical and dental plans listed above in accordance with the rules and regulations applicable to obtaining said dependent

coverage.

- E. The County's Group Health Committee will include two employee representatives. Such representatives shall be selected from the County's recognized employee organizations. Employee representatives shall serve a two-year term although this does not preclude representatives from serving consecutive terms. Employee representatives shall receive reasonable release time to attend committee meetings.

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

- F. If two regular County employees are either (a) married to each other or (b) registered as domestic partners as specified below, and are both eligible for a contribution from the County toward employee-only medical and dental coverage, they may consolidate the County contributions toward the premium cost for "employee plus 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:

1. Both employees are covered by the same medical and dental plan;
2. The spouse or partner is insured as a dependent on the primary employee's medical and dental plan insurance;
3. The spouse or partner has waived employee-only coverage;
4. Both employees have authorized the consolidation of contributions on a form prescribed by the Human Resources Director.
5. 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. Health Insurance Benefits During Medical Leave of Absence

- A. Non-Work-Related Leaves of Absence

Employees who are placed on a leave of absence resulting from a medical condition including injury, illness, pregnancy or childbirth that is not work

related and not covered by the provisions of Labor Code Section 4850 shall receive the County's contribution toward health plan coverage as follows:

1. Leaves commencing before August 17, 2026. The County shall continue its contribution for a leave period up to eighteen (18) months. If, at the commencement of the leave, the employee has sufficient paid leave accruals to remain in a paid status beyond eighteen (18) months, the County shall continue its contribution while the employee remains in paid status through the use of accrued leave, until such paid leave is exhausted.
2. Leaves commencing on or after August 17, 2026. The County shall continue its contribution for up to eighteen (18) months. Upon expiration of the eighteen (18)-month period, the County's contribution shall cease regardless of the employee's leave or pay status.

Upon termination of the County's contribution, the employee may elect to continue health coverage under COBRA (Consolidated Omnibus Budget Reconciliation Act) at their own expense. Any loss of coverage or reduction in the County contribution shall constitute a qualifying event for COBRA continuation coverage, in accordance with applicable law.

B. Work-Related Leaves Covered by Labor Code Section 4850

Employees who are placed on a work-related leave of absence covered by Labor Code Section 4850 (for up to 12 months) shall receive the County's contribution toward health plan coverage as follows:

1. Leaves commencing before August 17, 2026. The County shall continue its contribution for up to eighteen (18) months. If the employee has accrued paid leave, the County shall continue its contribution while the employee remains in paid status through the use of accrued leave, until such paid leave is exhausted.
2. Leaves commencing on or after August 17, 2026. The County shall continue its contribution for up to eighteen (18) months. If the employee remains on leave after the expiration of the eighteen (18)-months and maintains full paid status each pay period through the use of accrued leave, the County shall continue its contribution for up to an additional six (6) months, or until accrued such paid leave is exhausted, whichever occurs first.

Upon expiration of the applicable continuation period described above, the County's contribution shall cease regardless of the employee's leave or pay status. The employee may elect to continue health coverage under COBRA (Consolidated Omnibus Budget Reconciliation Act) at their own expense. Any loss of coverage or reduction in the County contribution shall constitute a qualifying event for COBRA continuation coverage, in accordance with applicable law.

- C. In either instance outlined in A and B above, premium amounts exceeding the County contribution and for dependents shall be the responsibility of the employee during the leave period.

SECTION 8. Flexible Spending Account Plan

- A. All full- 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.

These options are described in detail in the Flexible Spending Plan Legal 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.

- B. Benefit elections under this plan may not be changed during the plan year except as permitted by applicable Internal Revenue Service (IRS) regulations governing qualifying events. Enrollment shall be offered annually at the beginning of each plan year. New employees may enroll within thirty (30) days of employment. The program shall be administered in accordance with County administrative procedures.

SECTION 9. STD/LTD Benefits

- A. Effective June 27, 2022 (Pay Period 2022-15), the County shall pay to the Association biweekly a sum equal to \$11.54 times the number of represented members. The Association agrees to use these funds to purchase Short Term Disability and Long Term Disability Insurance (STD/LTD Insurance) for each represented member. In the event that the sum paid to the union exceeds the cost of this insurance, the Association agrees to notify the County and the parties will meet to discuss.

SECTION 10. Sick Leave

- A. Each regular full-time or regular part-time employee shall accrue sick leave at the rate of .0463 hours for each hour in a regular pay status excluding overtime, call-back and standby duty.
- B. Unused sick leave shall be cumulative from year to year, with no accrual limit.

- C. Sick leave usage may not exceed the employee's accrued sick leave balance reported at the end of the pay period immediately preceding the pay period in which the leave is taken.
- D. A department head or designee may require evidence in the form of a physician's certificate, or otherwise, of the adequacy of the reason for any employee's absence during the time for which sick leave was requested. Under no circumstances is sick leave to be used in lieu of, in addition to, or as vacation. The Auditor may require a physician's certificate from the department in order to determine correctness of payroll records.
- E. When a member of an employee's immediate family is seriously ill or injured and requires the employee's presence and attendance, an employee may be allowed by the 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 immediate family. However, 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 or injury as verified by a physician's statement.
- F. Up to a maximum of five days (40 hours) of accumulated sick leave may be allowed by the appointing authority to an employee for absence from duty because of any and each death in the employee's immediate family.
- G. For the purposes of Paragraphs E and F above, "immediate family" is defined as husband, wife, domestic partner, parent, step parent, brother, sister, child, step child, grandparent, grandchild, and mother-in-law or father-in-law of the employee.
- H. An employee may, when necessary and at the discretion of the 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.
- I. Each regular full-time or regular part-time employee with Accumulated Unused Sick Leave balances in excess of 240 hours as of September 17, 1978, will be eligible for sick leave pay off. Upon termination of employment from county services, 50% of the value of the Eligible Accumulated Unused Sick Leave hours will be paid at the employee's hourly rate in effect as of September 17, 1978. Eligible Accumulated Sick Leave hours are defined as the Accumulated Sick Leave Hours between 240 hours and 960 hours reported as of September 17, 1978, or if less, then hours reported at the time of termination.
- J. Any payment made under Paragraph I above will be made only once during an employee's work history with the County upon termination of employment. If an employee is subsequently rehired in the service of the County, incentive payment for Unused Sick Leave will not be applicable, and previous balances paid off upon termination will not be restored.
- K. Except upon Layoff in accordance with Civil Service Rule XI, termination of

County employment shall abrogate all sick leave accrued to the time of such termination, except that unused sick leave balances shall be reinstated for employees rehired into the County service within one year of separation. Except as provided in Paragraph I, no payment shall be made to any employee for unused sick leave accumulated to the employee's credit at the time of termination from county service.

SECTION 11. Vacation

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

Continuous County Service	Hourly/Annual Accrual	Recommended Minimum Usage	Maximum Allowable Accrual
0-2 yrs.(0-24 mo.)	.0463hrs./96hrs.	40 hrs.	288 hrs.
3-4yrs.(25-48 mo.)	.0539hrs./112hrs.	48 hrs.	288 hrs.
5-10 yrs.(49-120 mo.)	.0654hrs./136hrs.	56 hrs.	360 hrs.
11-14 yrs.(121-168 mo.)	.0770hrs./160hrs.	64 hrs.	390 hrs.
15+ yrs.(169+ mo.)	.0885hrs./184hrs.	88 hrs.	420 hrs.

- B. Annual vacation accrual may accumulate up to the Maximum Allowable Accrual provided for in the chart in A above.
- C. Notwithstanding the provisions of Paragraph 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. When the employee returns to work, they 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 separation of employment. Separating employees shall be paid for their accumulated vacation based upon their accrual as of the date of separation. "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.
- E. An employee is not entitled to vacation credits or accrual unless or until they have been a regular employee for six (6) continuous months. Consequently, a person failing to complete such service receives no payment for vacation credits upon termination.
- F. Vacation shall not include any regular holidays taken during a vacation period.
- G. Employees may be required to take vacation. Absent unusual circumstances, the County will provide 96 hours' notice to an employee being required to take

vacation.

- H. Vacation usage may not exceed the accrued vacation balance reported at the end of the prior pay period.
- I. At the time of appointment in units represented by the Association, employees appointed from outside Santa Barbara County government service from either 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 toward their annual vacation accrual rate if that regular public agency service ended within six months of the date of County employment.
- J. In addition to any credit provided for in Paragraph I, above, permanent employees who separate from County service and then return may recoup their part service credit for purposes of vacation accrual under the following conditions:
 - 1. Employees may be absent from County service no more than three consecutive years; and
 - 2. 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.

SECTION 12. Holidays

- A. Except as provided below, holidays regularly observed by the County for employees represented by the Association are:
 - New Year's Day, January 1
 - Martin Luther King Jr.'s Birthday, 3rd Monday in January
 - Lincoln's Birthday, February 12
 - 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
 - Columbus Day, 2nd Monday in October
 - Veteran's Day, November 11
 - Thanksgiving Day, 4th Thursday in November
 - Thanksgiving Day Friday, the day after Thanksgiving
 - Christmas Day, December 25
- B. Holiday leave shall be subject to the approval and/or taken at the direction of the appointing authority or designee.
- C. 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.
- D. Regular employees leaving county service shall be paid all compensatory holiday time which has accrued but has not been otherwise compensated.

- E. In the following sections, reference to eight (8) hours shall apply to regular full-time employees and in the case of regular part-time employees the eight (8) hours shall be a prorated equivalent.
- F. 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.
- G. When an employee who is eligible for overtime is required to work on a holiday, the employee shall, in addition to eight (8) hours regular cash payment for the holiday, accrue compensatory holiday time at straight time and cash payment at one half time for all hours worked up to eight (8) hours.
- H. Employees who accrue holiday time are encouraged to take the time during the payroll year in which the holiday is accrued. Employees may carry over up to 24 hours of accrued holiday into the following payroll year, and any unused hours carried over from the prior payroll year will expire at the end of pay period 3 each payroll year.
- I. To be eligible for holiday compensation, an employee must be in paid status in the pay period in which the holiday occurs. For the purposes of this paragraph, "paid status" means the employee has worked or used accrued paid leave, not including the holiday itself, during the pay period in which the holiday occurs. Notwithstanding the above, neither the first day of employment nor the last day of employment may be a holiday.
- J. Notwithstanding Paragraphs E through G above, employees in shift assignments and in Emergency Communications Center Call Taker and Communications Dispatcher classifications, shall, in each pay period during which a holiday occurs, receive additional compensation at the rate of one-tenth of the employee's basic bi-weekly salary for each holiday included in that pay period, irrespective of whether or not the employee actually works on any such holiday, unless the employee is excused from working a regularly scheduled shift on such holiday. Time off on a holiday must be in a whole day increment and shall be full compensation for that holiday.

SECTION 13. 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 their 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 10, Paragraph G) requiring the employee's attendance.

- A. To receive leave donations, an employee must:

1. have been employed in a regular position for a minimum of six months;
 2. be absent from work due to the employee's 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 to an immediate family member who has a catastrophic illness or injury (as verified by a physician's statement); and
 3. 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:
1. voluntary;
 2. made from accrued vacation, holiday or overtime balances (donation of sick leave is not permitted);
 3. for a minimum of eight (8) hours, in whole hour increments;
 4. 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
 5. 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 an employee's 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 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 their 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 14. Shift Differential Pay

Employees in Communications Dispatcher and Emergency Communications Center Call Taker classifications shall be eligible for shift differential pay as follows:

- A. An employee shall receive additional compensation at the rate of seventy five cents (75¢) per hour for all hours worked on a shift when the majority of hours worked on the shift are between 5:30 p.m. and 7:30 a.m.
- B. In lieu of compensation set forth in paragraph A above, employees shall receive additional compensation at the rate of three dollars (\$3.00) per hour for all hours worked on a shift when the majority of hours worked on the shift are between 12:00 midnight and 7:00 a.m.

SECTION 15. Overtime

- A. The County shall determine those classifications eligible for overtime compensation. Regular full-time employees in those classifications when properly authorized in advance by the Department Head or designee shall receive overtime compensation in accordance with the following provisions.
- B. Except as provided below, overtime for eligible employees shall be defined as follows:
 - 1. For law enforcement employees who are assigned to a compressed work schedule (e.g., 9/80, 10- or 12-plan), overtime shall consist of hours worked in excess of eighty (80) hours in a fourteen (14) day work period, exclusive of standby hours.
 - 2. For all other employees represented by the Association, overtime shall consist of hours worked in excess of forty (40) hours in a seven day work period, exclusive of standby hours.

For the purpose of computing overtime, all hours worked, and County paid vacation, holiday, and military duty leave time shall be considered hours worked. Paid sick leave and compensatory overtime taken as time off shall not be considered hours worked.

- C. Overtime is compensable at the rate of time and one-half the regular rate as computed in accordance with FLSA. Hours worked shall accrue in increments of one tenth (1/10) of an hour (6 minutes), subject to a minimum of two-tenths (2/10) of an hour (12 minutes).
- D. Overtime Cap

No employee shall work more than one thousand three hundred (1,300) hours of overtime in any fiscal year, absent written approval of the Department Head or management designee.
- E. Computation of probationary periods, retirement benefits, sick leave, vacation time, merit increase periods, or other similarly computed periods of benefits shall

be based only on regularly scheduled hours of work, and shall not include overtime hours worked.

F. Accrual of Compensatory Time Off (CTO)

An employee may elect, in accordance with County payroll procedures, to receive overtime compensation either as cash payment in the pay period in which it is earned or as Compensatory Time Off (CTO) credited to the employee's CTO account, subject to the limitations of this section.

Effective through the last pay period of the 2026 payroll year, the maximum allowable balance in the CTO account shall be 240 hours which represents 160 hours of actual overtime worked. Accrual of overtime in a compensatory overtime account shall be at the discretion of the employee for hours worked up to 120 hours and at the discretion of the Department Head for hours from 121 to 240, subject to the provision that use of accrued overtime later does not result in additional overtime costs.

Effective pay period 1 of the 2027 payroll year, the maximum balance of an employee's CTO account shall be one hundred twenty (120) hours, representing eighty (80) hours of actual overtime worked.

Once one hundred twenty (120) hours have been credited to an employee's CTO account during a payroll year, all additional overtime worked during the remainder of that payroll year shall be paid in the pay period in which it is earned and shall not be credited to the employee's CTO account.

G. Use of Compensatory Time Off

When an employee wishes to use CTO and requests such use at least ninety-six (96) hours in advance, the Department shall make every effort to approve the request. Approval is subject to the Department Head or designee's determination that the employee's absence will not unduly disrupt departmental operations.

Compensatory overtime CTO shall be used before any leave without pay is granted pursuant to Rule 14 of the Santa Barbara County Civil Service Rules.

H. Cash Payment of CTO

An employee may request payment of all or any portion of the employee's CTO during any pay period.

The County shall cash out an employee's CTO account as follows:

1. In the pay period immediately preceding the effective date of a general salary increase applicable to the employee's classification;
2. In the pay period immediately preceding the effective date of a temporary assignment to a higher classification that results in an increase in pay; and
3. In the last pay period of each payroll year.

Any CTO earned during the pay period in which a cash-out occurs shall be

credited to the employee's CTO account and included in the cash payment.

CTO shall be paid at the employee's regular rate of pay in effect at the time of payment and shall be subject to all applicable federal and state tax withholding as required by law.

I. Outside Employment/Voluntary Duty Assignments

Regular full-time employees who are authorized to work as Sheriff's Deputy and/or Sheriff's Sergeant in "outside employment/voluntary duty" assignments in addition to their regular designated work period shall be compensated at one and one half times the employee's regular rate of pay. Overtime hours earned shall not be banked for compensation at any later date in either pay or time off.

Hours worked in this authorized employment shall not accrue toward "hours worked" in determining an employee's eligibility for overtime in accordance with Paragraph B above.

J. Part-time employees who work beyond their regularly scheduled work hours but less than the maximum allowable in their work period, shall be paid at straight time.

K. In no event shall a legal suit or action for overtime compensation by any employee be commenced or maintained unless a claim relating to the cause of action for payment is properly and timely presented to the Board of Supervisors by the claimant not later than one (1) year after accrual of the cause of action and unless the suit or the cause of action for payment is commenced within one (1) year from the date the claim is filed. For the purposes of this paragraph, a cause of action for compensation shall be deemed to have accrued on the pay date on which cash payment for such compensation would have been made.

L. Employees assigned as pilots (including those in the classification of Air Support Pilot) or crew chiefs in the Air Support Unit and deployed to a fire emergency incident shall be considered on duty from the time they leave for the incident until the time they return from the incident (portal to portal). All hours spent in response to such incidents will be considered as hours worked for the employees so assigned, and they shall be compensated in accordance with the other overtime provisions of this MOU. These portal to portal pay provisions shall remain in full force and effect unless and until either party serves notice on the other party to modify or eliminate them.

M. Regularly Scheduled Overtime in the Communications Dispatch Center

1. Overtime that will be reported by the County to SBCERS for Affected Classifications is "regularly scheduled" or "regularly worked" overtime, herein defined as those hours worked or deemed worked by an employee in excess of forty (40) hours during that employee's designated 168-hour fixed and regularly recurring FLSA work week that are regularly scheduled or regularly worked by employees in the same grade or class of position to meet the standard operational needs of the County.
2. Overtime hours that are "regularly scheduled" or "regularly worked" in a given deployment period (approximately 4 months) are hours:

- a. Required to be worked by employees in Affected Classifications to meet the standard operational needs of the dispatch center under its normal operating conditions; and
 - b. The same number of such hours are generally required to be worked by all Affected Classifications in the dispatch center in that deployment period.
3. “Regularly scheduled” or “regularly worked” overtime” for pension purposes shall not include overtime worked when:
 - a. An employee fills behind another employee who calls in sick or is on vacation or in training and unavailable to work as scheduled, or
 - b. There is a staffing surge in response to temporary circumstances or an emergency, whether known in advance or unknown, or
 - c. Unplanned and unscheduled overtime hours incidental to the employee’s regular shift (e.g. an employee gets off work late due to work load or other reasons); or
 - d. Any overtime hours the employee volunteers or requests to work, except for like for like shift trades of “regularly scheduled” overtime.
4. For purposes of determining a baseline for the minimum number of hours needed to be worked by employees in the Affected Classifications to meet the standard operational needs of the dispatch center under its normal operating conditions, the Parties agree that 1920 hours per biweekly pay period (i.e., 24 FTE affected employees working 80 hours each) are required. The parties agree to meet and confer should circumstances require changes in minimum staffing levels.

At the start of each deployment period, the Parties will determine how many funded, allocated positions for affected employees are vacant due to actual vacancy, military leave, long term illness/injury or other extended absence. Any position occupied by an employee who is anticipated to be absent for more than 30 days from the start of the deployment period shall be deemed vacant for purposes of this agreement.

Active employees in extra-help appointments in affected classes and deputies on light duty assignments, scheduled to work during the deployment period, will be included in the census of filled allocated positions. However, no more than 4 Call Takers will be included in the census of filled allocated positions since that is the maximum number of Call Taker positions needed to meet minimum staffing levels. In addition, although up to 4 Call Takers will be included in the census, none of the required regularly scheduled overtime hours (i.e. pensionable overtime) needed during a deployment period will be assigned to Call Takers unless there are fewer than 4 filled Call Taker positions. For each position short of 24, the parties will assume that the 80 hours that would be otherwise be worked by a filled position are divided evenly among the appropriate employees. For example, if there are 19 filled regular positions including 4 Call Takers, plus two extra-help employees scheduled half-time each to fill one vacant shift (i.e., 4 vacancies), then 320 hours (4 vacancies x 80 hours each) will be allocated among the 14 full-time regular Communications Dispatchers as regularly scheduled overtime, such that the 14 full-time regular employees will each work maximum of 22.9 hours of “regularly scheduled”

(i.e. pensionable) overtime each biweekly pay period in that deployment period. If any Communications Dispatcher works more than 22.9 hours of overtime during a pay period that deployment period, the County shall report 22.9 hours of regularly scheduled overtime to SBCERS for that employee. The Parties agree that there may be additional mandatory but incidental or ad hoc overtime worked by Affected Classifications during the deployment period that will not be reported as compensation earnable or pensionable compensation. If the employee actually works or is deemed to have worked less than 22.9 hours of overtime in a pay period, the lesser amount shall be reported to SBCERS for that employee.

5. Vacancies that are either created or filled after the beginning of a deployment period will not be taken into consideration in determining the number of hours deemed “regularly scheduled” and thus reported to SBCERS for each affected employee. Using the example in #4 above, if there are four vacancies at the beginning of a deployment and two additional employees vacate their positions, the additional hours of overtime needed to cover those two additional vacancies will not be considered for SBCERS reporting until the following deployment period (assuming those vacancies have not been filled). Likewise, if the Department fills 2 vacancies after the beginning of a deployment period, those two newly filled positions will not cause the hours of regularly scheduled overtime that is “regularly scheduled” to be reduced for SBCERS reporting. In each scenario the total hours of overtime to be reported to SBCERS for each employee is up to 22.9 hours. Only overtime hours actually worked or deemed worked will be reported as compensation earnable.
6. The Association and the County shall work collectively to avoid the implementation of mandatory or required overtime by attempting to hire a sufficient number of employees in the Affected Classifications to meet the County’s standard operational needs. To the extent “mandatory overtime” is needed, providing employees the advance opportunity to sign up for such mandated overtime on a day that is adjacent to the employee’s “Monday” or “Friday” of their regular work shift(s) prior to the start of each deployment is preferable to last-minute notification of mandatory overtime.

SECTION 16. Voluntary Shift Trades – Communications Dispatchers

A. Authorization

The County permits employees in Communications Dispatcher classifications within Sheriff’s Office or Fire Department to voluntarily trade scheduled work shifts in accordance with this Section and applicable Department policies and procedures.

B. Voluntary Participation

Participation in shift trades shall be entirely voluntary and initiated solely at the request of the participating employees. No employee shall be required by the County to participate in a shift trade.

C. Department Approval

All shift trades shall be subject to the prior approval of the Department. Approval of a shift trade is a management discretion and shall not be unreasonably withheld, nor construed as creating an employee entitlement or vested right to participate in future shift trades.

D. Management Rights

The Department retains the discretion to approve, deny, modify, suspend, or discontinue individual shift trades whenever deemed necessary to meet operational, staffing, training, safety, budgetary, or other legitimate business needs.

E. Department Policies

The Sheriff's Office and Fire Department shall each develop written policies and procedures governing the administration of shift trades applicable to their respective operations. Such policies shall be reviewed and approved by the Human Resources Director or designee prior to implementation and may be amended from time to time consistent with this Memorandum of Understanding.

Department policies may address the following:

1. Employee eligibility;
2. Request and approval procedures;
3. Scheduling requirements and deadlines;
4. Staffing and operational limitations;
5. Maximum consecutive hours worked;
6. Responsibility for working traded shifts;
7. Timekeeping and payroll reporting;
8. Documentation and recordkeeping requirements;
9. Compliance with the Fair Labor Standards Act; and
10. Other administrative requirements necessary for effective program administration.

F. Fair Labor Standards Act

The parties intend that all approved shift trades be administered in compliance with the Fair Labor Standards Act, including 29 U.S.C. section 207(p)(3), and applicable regulations. Employees participating in approved shift trades shall be responsible for working the shifts they voluntarily agree to assume. Approved shift trades shall not, by themselves, create an obligation to pay overtime except as otherwise required by applicable law.

SECTION 17. Drive/Travel Time Compensation

Employees shall be compensated for travel time in accordance with the Fair Labor Standards Act (FLSA), including the Portal-to-Portal Act, applicable federal regulations, Government Code section 68097.2, and this Memorandum of Understanding.

A. Non-Compensable Commuting Time

Except as otherwise required by the FLSA, Government Code section 68097.2 or this MOU, ordinary commuting between an employee's residence and the employee's work location, whether before the beginning or after the end of the employee's work period, shall not be considered hours worked and shall not be compensable,,

B. Compensable Travel Time

Travel time shall be compensated when required by the FLSA, the Portal-to-Portal Act, Government Code section 68097.2, this MOU, or other applicable law, including but not limited to:

1. Travel between Department-assigned work locations after the employee has commenced the work period;
2. Travel that occurs after the employee has begun performing compensable work;
3. Travel during which the employee is required to perform work-related duties, including but not limited to receiving assignments, coordinating activities, communicating with supervisors regarding work-related matters, completing required reports, or otherwise performing Department business; and
4. Travel that is otherwise required to be compensated under applicable federal or state law.
5. Travel pursuant to an Emergency Callout (see Section 19 of this MOU).

C. Court Appearances

Travel associated with required court appearances under Government Code section 68097.1 shall be compensated in accordance with Government Code section 68097.2 and any other applicable provision of law. Nothing in this article is intended to expand or limit an employee's rights or the County's obligations under that statute.

D. Questions Regarding Compensability

Questions regarding whether travel time is compensable shall be determined in accordance with the FLSA, the Portal-to-Portal Act, Government Code section 68097.2, applicable federal and state regulations, and controlling legal authority.

SECTION 18. Standby Duty

Standby procedures may be established by the Department Head in accordance with the provisions of the salary resolution. Employees assigned to standby duty by their Department Heads or designee shall be compensated and governed by the following:

A. Standby Duty Requirements

Standby duty requires that employees so assigned:

1. Be ready and take steps immediately to respond within a reasonable time to calls for their services;

2. Be readily reachable by telephone or other Department-approved communication device;
3. Remain within a specified distance or time from their assigned work location; and
4. Refrain from activities which might impair their ability to perform their assigned duties.

B. Standby Compensation

Compensation shall be at the rate of \$4.00 per hour for each hour on such standby duty and shall be paid at the same time as scheduled for the pay period in which the standby duty was performed.

C. Minimum Standby Compensation

Standby pay, when properly authorized, shall be paid for a minimum of one hour.

D. No Dual Compensation

An employee shall not receive standby pay and compensation for compensable work time simultaneously for the same period of time. Standby pay shall cease when the employee begins compensable work and shall resume, if applicable, when the employee returns to standby status.

SECTION 19. Callouts

An overtime-eligible employee who is called to active duty, whether on standby duty or not, shall be compensated for all compensable hours worked, and may receive pay at one and one-half times their regular rate of pay if the employee has met the “hours worked” threshold for overtime pay as covered in Section 15, Overtime, Part B of this MOU. Compensable travel time shall be determined in accordance with Section 17, Drive/Travel Time Compensation of this MOU and applicable law.

A. Emergency Callouts

Employees directed by the Sheriff or designee to report for duty outside their regularly scheduled work hours in response to an unforeseen emergency requiring an immediate response, whether the employee was on standby or not, shall be compensated at one and one-half times their regular rate of pay for all hours worked during the emergency call-out, including travel time, regardless of whether the employee has met the “hours worked” threshold for overtime pay as covered in Section 15, Overtime, Part B of this MOU.

Examples of emergency call outs, include, but are not limited to:

1. Homicides, suspicious deaths, or other major criminal investigations requiring an immediate response;
2. SWAT, SORT, K9 or other specialized emergency response team activations; and
3. Comparable emergency incidents requiring an immediate, unplanned response as determined by the Sheriff or designee.

If the employee is required to report to a job site they shall be compensated for two

(2) hours of time worked, or time actually worked, whichever is greater.

SECTION 20. Retirement

A. The County offers the following retirement plans:

1. General Member Employees Hired Before October 10, 1994 Contributory Retirement Plan 2% at age 57 formula/Half-Rates (Plan 5A)
2. General Member Employees Hired on or After October 10, 1994, and before June 25, 2012, Contributory Retirement Plan 2% at age 57 formula/Full-Rates (Plan 5 B)
3. General Member Employees Hired on or after June 25, 2012 but before January 1, 2013 Contributory Retirement Plan 1.67% at age 57 ½ formula/Half Rates (Plan 7).
4. Non-reciprocal General Member Employees First Hired on or after January 1, 2013 Contributory Retirement Plan, 2% at age 62 formula (Plan 8 - Full Rates FAS - 3)
5. Safety Member Employees Hired Before October 10, 1994
Safety Plan 6A: 3% @ 50, half-rates, FAS-1
6. Safety Member Employees Hired On or After October 10, 1994 and before January 1, 2013, Safety Plan 6B: 3% @ 50, half-rates, FAS-3
7. Non-reciprocal Safety Member Employees First Hired on or after January 1, 2013, Contributory Retirement Plan, 2% at age 50 formula (Plan 8 - Full Rates FAS - 3)

B. In accordance with California Government Code Section 31631, employees in "Non- PEPPRA" retirement plans (i.e. Plan 5-A, Plan 5-B, Plan 7, Plan 6-A, and Plan 6-B) will begin paying part of the County's mandatory retirement contributions when the County Auditor-Controller's Office completes the programming and payroll testing necessary to implement the change, which will be as soon as practicable but not before July 2, 2018.

These additional retirement contributions will be paid in conjunction with the unit-wide salary increases to all DSA represented employees, including those in Retirement Plan 8, set forth above in Section 5, on the following schedule:

Effective July 2, 2018 (or after the programming and payroll testing has been completed, if later), "Classic/Legacy" safety employees will contribute 2.0% of their pensionable income and "Classic/Legacy" non safety employees will contribute 1.5% of their pensionable income as a partial replacement of the mandatory employer contribution.

Effective in Pay Period 15-2019 (July 1, 2019), "Classic/Legacy" safety employees will contribute an additional 2.0% (for a total of 4.0%) of their pensionable income, and "Classic/Legacy" non safety 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.

Effective in Pay Period 15-2020 (June 29, 2020), "Classic/Legacy" safety employees will contribute an additional 2.0% (for a total of 6.0%) of their pensionable income, and "Classic/Legacy" non safety 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.

Once the required payments begin, they 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.

The above retirement pick-ups to be paid by non-PEPRA represented employees shall be in lieu of any increased member contributions that could be negotiated or otherwise implemented pursuant to California Government Code Section 31631.5.

- C. Employees hired on or after June 20, 2016 are not eligible for retiree medical subsidies.

SECTION 21. Tuition and Textbook Reimbursement

To the extent funding is available, the County shall for those employees represented by the Association, provide for tuition and textbook reimbursement for regular full-time employees up to a maximum of \$2500 per fiscal year and in accordance with administrative regulations governing this program. Tuition reimbursement for regular part-time employees shall be prorated based on their part-time percentage. The County agrees to fund this benefit annually at an amount sufficient to cover to the product of 10% of the number of bargaining unit members multiplied by \$1500. For example, if there are 500 bargaining unit members the County shall fund this benefit up to \$75,000 (500 x 10% x \$1500 = \$75K).

SECTION 22. Educational Incentive Allowance

- A. Employees in the classifications specified below who (a) are graduates of an accredited college or university with an Associate, Bachelor's, Master's or Doctorate degree, or (b) possess a valid Intermediate or Advanced certificate issued by the California State Commission on Peace Officer Standards and Training shall be eligible for the Educational Incentive allowance as provided herein. For the purposes of this section only, the classifications of District Attorney Investigator II and District Attorney Investigator III, shall be considered a part of the Law Enforcement Supervisory Unit. Upon certification by the Department Head to the Human Resources Director, eligible employees shall receive the appropriate biweekly allowance each pay period while in a regular pay status. The biweekly allowance shall be separate from basic compensation but shall be paid at the same time as the regular compensation.
- B. Eligible Sheriff's Deputies, Sheriff's Sergeants, Custody Deputies, Custody Sergeants, and District Attorney Investigators shall receive Educational Incentive Allowance in accordance with the following schedule. Air Support Pilots and

Communications Dispatchers, including Call Takers, shall be eligible for the same Educational Incentive Allowances as Deputy Sheriffs; Dispatch Supervisors shall be eligible for the same Educational Incentive Allowances as Sergeants.

The Education allowance for part-time employees shall be prorated based on their part-time percentage.

1. Fifty dollars (\$50.00) biweekly for an Associate Degree or an Intermediate POST Certificate for the classifications of Sheriff's Deputy, Sheriff's Sergeant, Custody Deputy, Custody Sergeant, and District Attorney Investigator I/II/III.
2. Ninety dollars and seventy-five cents (\$90.00) biweekly for an Associate Degree or an Intermediate POST Certificate and an additional thirty (30) semester units (or equivalent quarter units) in specific fields of education as designated and approved by the Human Resources Director and the Department Head for the classifications of Sheriff's Deputy, Sheriff's Sergeant, Custody Deputy, Custody Sergeant, and District Attorney Investigator I/II/III.
3. One hundred thirty dollars (\$130.00) biweekly for a Bachelor's Degree or an Advanced POST Certificate for eligible employees in the classifications of Sheriff's Deputy, Custody Deputy, Custody Sergeant, and District Attorney Investigator I.

One hundred seventy-five dollars (\$175.00) biweekly for a Bachelor's Degree or an Advanced POST Certificate and an additional thirty (30) semester units (or equivalent quarter units) in specific fields of education as designated and approved by the Human Resources Director and the Department Head for eligible employees in Sheriff's Deputy, Custody Deputy, Custody Sergeant, and District Attorney Investigator I. Employees possessing a Master's or Doctorate Degree in an approved field of education (in lieu of a Bachelor/Advanced POST and an additional thirty semester units) shall also be eligible for this allowance.

4. One hundred seventy-five dollars (\$175.00) biweekly for a Bachelor's Degree or an Advanced POST Certificate for eligible employees in classifications in the Law Enforcement Supervisory Unit.
5. Two hundred thirty dollars (\$230.00) biweekly for a Bachelor's Degree or an Advanced POST Certificate and an additional thirty (30) semester units (or equivalent quarter units) in specific fields of education as designated and approved by the Human Resources Director and the Department Head for eligible employees in classifications in the Law Enforcement Supervisory unit. Employees possessing a Master's or Doctorate Degree in an approved field of education (in lieu of a Bachelor/Advanced POST and an additional thirty semester units) shall also be eligible for this allowance.

To qualify for the Educational Incentive Allowances provided under Paragraphs 2, 4 and 6 above, course work for the "additional thirty semester units" must be completed after obtaining the qualifying degree or POST certificate. Additionally, course work paid for by the Department and/or completed on work time does not

qualify toward the allowance requirement.

- C. Educational incentive allowance shall be included for salary comparison purposes in future surveys.
- D. Employees possessing an Associate and/or a Bachelor's Degree(s) and/or a Master's Degree and/or Doctorate Degree and an Intermediate and/or Advanced POST Certificate(s) shall receive only one biweekly allowance.
- E. Employees possessing POST Certificates shall satisfy the annual maintenance requirements as established by the California State Commission on Peace Officers Standards and Training or the biweekly allowance will cease.

SECTION 23. Mileage

For authorized use of personal automobiles by employees represented by the Association, the County and the Association agree to a mileage allowance equal to the amount per mile exempted by the Internal Revenue Service for reporting income.

Mileage reimbursement shall be made in accordance with the administrative policy governing Expense Reimbursement.

SECTION 24. Specialized Duties and Assignments

- A. Employees in the classifications of Sheriff's Deputy, Custody Deputy, and District Attorney Investigator I and II who are regularly assigned to work on specialized duties involving additional technical expertise or lead shift responsibilities, as authorized by the Department Head and the Board of Supervisors, shall be paid at the salary range which is five percent above the basic compensation assigned to their classifications. The Compensation provided by this subsection shall be paid only upon certification by the Department Head to the Human Resources Director of the names of employees entitled to receive such compensation. The number of employees assigned to such specialized duties shall not at any time exceed the number authorized.
- B. In lieu of compensation provided in Paragraph A, employees who are assigned training officer responsibilities shall receive the dollar amount equivalent to 5% of "E" step of the applicable classification for all hours worked in such an assignment.

SECTION 25. Uniform Allowance

- A. Employees in the classifications listed below shall be provided one dress uniform and one additional shirt and pair of pants at the time of employment and a uniform allowance. The annual uniform allowance shall be \$825.00 per year. The uniform allowance shall be paid to the following classifications:

Custody Deputy
Custody Sergeant
Sheriff's Deputy
Sheriff's Sergeant

- B. Beginning in January 2019, the uniform allowance shall be paid in two equal

installments of \$412.50 each, paid in January and July each year. Employees on unpaid leaves of absence in the pay period in which the allowance is paid and who return before the next installment shall receive a pro-rated allowance based on the percentage of time between installments that they will be in a paid status.

C. Protective Vests

The Sheriff's Department shall issue an SXO3 or Point Blank Alpha Elite level III ballistic vest, or such other vest as agreed by the parties, to all Sheriff's Deputies and Sheriff's Sergeants upon initial hire. The Sheriff's Department shall issue a level III stab-resistant vest to all Custody Deputies and Custody Sergeants upon initial hire.

In addition to the provision of vests to new hires, above, the Sheriff's office shall begin to replace and upgrade to Level III ballistic and stab-resistant safety vests for existing employees through a reimbursement program.

Reimbursement for vests for existing employees shall be at a rate of 75 vests per year, beginning with the vests that are oldest and those most in need of replacement, until all vests are within the manufacturer's "replace by" dates. Thereafter, employees with vests approaching the "replace by" date shall be eligible to receive reimbursement for a new vest up to the negotiated price of an SXO3 or Point Blank Alpha Elite level III vest (or other vest as agreed by the parties) from the preferred vendor. An employee will be reimbursed only for actual cost of their selected vest, not to exceed the negotiated price of an SXO3 or Point Blank Alpha Elite level III vest, or such other vest as agreed by the parties, from the preferred vendor.

D. Emergency Communications Center Call Taker and Communications Dispatcher I/II/Supervisor are not required to wear uniforms and do not receive a uniform allowance.

E. Employees in the classifications of District Attorney Investigator I/II/III/Supervising (DAI classifications) shall be provided two pairs of BDU pants and two shirts at the time of employment. Beginning after the employee has six months of continuous County service the employee shall receive a uniform allowance of \$260 per year paid at the beginning of each fiscal year. The initial \$260 will be prorated for the balance of the first year of service. In addition to the annual uniform allowance provided under this section, employees in DAI classifications may submit requests for additional equipment or uniform components to the Chief Investigator, who will consider such requests on a case by case basis.

SECTION 26. Bilingual Allowance

An employee whose duty assignments require regular and frequent use of bilingual language skills in English and Spanish, or any other language including but not limited to Hmong or American Sign Language, shall be designated by the department head to receive a bilingual allowance. The department head shall designate the employee in writing to the Human Resources Director prior to being effective. The employee shall retain such bilingual designation only until a change in assignments is reported in writing by the department head to the Human Resources Director. Additional compensation for bilingual

duties is payable as an allowance and not as part of basic salary, but shall be payable at the same time as a regular compensation. When a full-time employee is assigned by a department head to duties requiring regular and frequent use of bilingual language skills he/she shall receive an allowance of \$95.00 per pay period. When a part-time employee is assigned to bilingual duties, the bilingual allowance shall be prorated and paid on the same basis that the part-time position is filled and compensated.

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

SECTION 27. Destructive Devices Duty

Employees authorized and regularly assigned by the Sheriff to destructive devices duty shall receive an allowance of \$150.00 biweekly, provided the employee has successfully completed the required training. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team and boat operator, mounted, motorcycle, special operations, hostage negotiation, emergency medical dispatch or Air Support Unit) at any time.

SECTION 28. K-9 Handler Duty

K-9 handlers shall receive a biweekly assignment pay equal to 8.5 hours at the employees' hourly rate of pay.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team and boat operator, mounted, motorcycle, special operations, hostage negotiation, emergency medical dispatch or Air Support Unit) at any time.

SECTION 29. Special Enforcement Team Duty

Employees authorized and regularly assigned by the Sheriff to special enforcement team duty shall receive an allowance of \$150.00 biweekly, provided the employee has successfully completed the required training. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team and boat operator, mounted, motorcycle, special operations, hostage negotiation,

emergency medical dispatch or Air Support Unit) at any time.

SECTION 30. Dive Team and Boat Operator Duty

Employees authorized and regularly assigned by the Sheriff to dive team duty shall receive an allowance of \$150.00 biweekly, provided the employee has successfully completed the required training. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team and boat operator, mounted, motorcycle, special operations, hostage negotiation, emergency medical dispatch or Air Support Unit) at any time.

SECTION 31. Air Support Unit Duty

Qualifying full-time employees in the Air Support Unit are eligible for a special duty allowance as provided in this section. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. The maximum number of employees receiving compensation pursuant to Parts A, B and C of this section shall not exceed five (5) at any time.

A. Air Support Pilot

Non-safety personnel in the classification of Air Support Pilot and assigned to Air Support Unit duty shall receive an allowance of \$425 biweekly.

B. Tactical Flight Officer

Safety employees who have successfully completed the required training and have been authorized and regularly assigned by the Sheriff to Air Support Unit duty as tactical flight officers shall receive an allowance of \$500 biweekly.

C. Air Support Pilot/Hanger Supervisor

Safety employees who have successfully completed the required training and have been authorized and regularly assigned by the Sheriff to Air Support Unit duty as pilots or hangar supervisors shall receive an allowance of \$920 biweekly.

D. Chief Pilot

An employee who is a pilot and is designated by the Sheriff as the "Chief Pilot" shall receive an additional allowance of \$300 biweekly. The maximum number of employees receiving the Chief Pilot allowance shall not exceed one (1) per pay period. The \$300 Chief Pilot allowance shall be in addition to any other compensation the employee is entitled to under this MOU section.

Notwithstanding the provisions of this section, and with the exception of Part D above (Chief Pilot), an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team and boat operator, mounted, motorcycle, special operations, hostage negotiation, emergency medical dispatch or Air Support Unit) at any time.

SECTION 32. Mounted Unit Duty

Employees authorized and regularly assigned by the Sheriff to mounted unit duty shall receive an allowance of \$150.00 biweekly, provided the employee has successfully completed the required training.. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team and boat operator, mounted, motorcycle, special operations, hostage negotiation, emergency medical dispatch or Air Support Unit) at any time.

SECTION 33. Special Operations Response Team Duty

Employees authorized and regularly assigned by the Sheriff to special operations response team duty shall receive an allowance of \$150.00 biweekly, provided the employee has successfully completed the required training. Qualifying part-time employees shall receive a pro-rated allowance based on their part- time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team and boat operator, mounted, motorcycle, special operations, hostage negotiation, emergency medical dispatch or Air Support Unit) at any time.

SECTION 34. Hostage Negotiating Team Duty

Employees authorized and regularly assigned by the Sheriff to hostage negotiating team duty shall receive an allowance of \$150.00 biweekly, provided the employee has successfully completed the required training. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team and boat operator, mounted, motorcycle, special operations, hostage negotiation, emergency medical dispatch or Air Support Unit) at any time.

SECTION 35. Motorcycle Duty

Employees authorized and regularly assigned by the Sheriff to motorcycle duty shall receive an allowance of \$150.00 biweekly, provided the employee has successfully completed the required training. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team and boat operator, mounted, motorcycle, special operations, hostage negotiation, emergency medical dispatch or Air Support Unit) at any time.

SECTION 36. Emergency Medical Dispatch Pay

- A. Employees in the classifications of Emergency Communications Center Call Taker and Communications Dispatcher I/II/Supervisor who are authorized and regularly assigned by the Sheriff or Fire Chief as certified Emergency Medical Dispatchers shall receive an allowance of \$150.00 biweekly provided the employee maintains their EMD certification.
- B. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff or Fire Chief has designated in advance and in writing to the Human Resources Director those employees authorized and assigned.
- C. Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team and boat operator, mounted, motorcycle, special operations, hostage negotiation, emergency medical dispatch or aviation bureau) at any time.

SECTION 37. Cuyama Patrol Assignments

Sheriff Deputies regularly assigned by the Sheriff to Cuyama in a patrol assignment shall receive an allowance of \$400 biweekly.

SECTION 38. Longevity Incentive

A. Eligibility

Employees who complete seven (7) years (eighty-four (84) months) of consecutive full-time equivalent (FTE), regular-status employment with the County of Santa Barbara in one or more of the below-listed classifications shall be eligible to receive a longevity incentive as provided herein.

- 1. Custody Deputy
- 2. Custody Deputy S/D
- 3. Custody Sergeant
- 4. Sheriff Deputy

5. Sheriff Deputy S/D
6. Sheriff Sergeant

For purposes of this Section, “full-time equivalent” service shall include time served in a regular position at less than full-time, prorated based on the employee’s percentage of full-time employment.

B. Amount and Payment Schedule

Eligible employees shall receive an annual longevity incentive of two thousand two hundred dollars (\$2,200), payable in two (2) equal installments of one thousand one hundred dollars (\$1,100).

Payments shall be made in January and July of each calendar year, beginning with the first January or July following the employee’s completion of the required eighty-four (84) months of qualifying service.

C. Service Calculation and Reinstatement

Service toward the eighty-four (84) month requirement must be consecutive; however, an employee who separates from County employment and reinstates within one (1) year of separation into an eligible classification shall receive credit for prior qualifying service for purposes of meeting the eighty-four (84) month requirement.

Reinstatement after more than one (1) year shall result in a break in consecutive service for purposes of this Section.

D. Employment Status at Time of Payment

Employees must be employed in an eligible classification during the pay period in which the longevity installment is paid in order to receive such payment.

Employees who are on an unpaid leave of absence during the pay period of payout shall not receive the longevity installment until they return to paid status in an eligible classification. No retroactive payment shall be made unless the employee returns to paid status during the same fiscal year as the missed installment.

Employees who separate from County employment prior to the pay period of payout shall not be eligible for the unpaid installment.

E. Nature of Benefit

The longevity incentive is a prospective payment conditioned upon meeting the eligibility and employment status requirements set forth herein. It shall not be considered earned, accrued, or vested until the applicable installment payment date and eligibility conditions are satisfied.

SECTION 39. Special Duty Assignments

The Sheriff's Department agrees to conform to the following procedure when selecting

personnel for Sheriff's Deputy II and Custody Deputy II assignments:

1. Notice of vacant Sheriff's Deputy II and Custody Deputy II assignments shall be posted at all stations for 10 days prior to filling of the position. The notice of vacancy shall contain the required qualifications for the position, the criteria to be used to select a list of eligible candidates, and the personnel to be involved in the Division Commander's recommendation.
2. The Division Commander's recommendation(s) shall be routed to their Chief Deputy.
3. The Chief Deputy shall, at their sole discretion, select the Deputy for the assignment.

SECTION 40. 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. Part-time employees must be employed a minimum of fifty percent (50%) of full-time in order to be eligible for insurance benefits.

SECTION 41. Transportation Demand

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

SECTION 42. 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 43. Leave of Absence Policy

During the term of this agreement, the County may reopen negotiations regarding a comprehensive leave of absence policy and related changes to terms and conditions of employment. Any proposed changes will not be implemented without mutual agreement of the parties, except where modifications are required to ensure compliance with applicable federal or state law.

SECTION 44. 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 45. Back to Work Program

- A. Employees who are unable to perform their regular duties due to injury or illness may be provided a temporary duty assignment in accordance with the Back to Work Policy.
- B. An employee who has returned to work from a work-related injury or illness (either in the Back To Work program or to a 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 46. Grievance Procedure

A. Definition

A grievance shall be defined as a claim by an employee or group of employees of an alleged violation, misinterpretation or misapplication of this Memorandum of Understanding, written County ordinances, rules, regulations, policies or procedures or any other written agreement between the parties applicable to the employee, except for those issues that provide their own means of administrative or judicial review such as, but not limited to, Civil Service Commission, Workers' Compensation, Occupational Safety and Health Act, Affirmative Action, Fair Employment Practice Commission, Equal Employment Opportunity Commission and Retirement Board matters.

B. Basic Rules

- 1. Any employee, employee group or recognized employee organization, as those terms are defined in the Santa Barbara County Employee Relations Policy, may file a grievance without fear of reprisal.
- 2. The grievant or representative shall be granted reasonable use of County time and facilities in the processing of their grievance.
- 3. Failure by a grievant to file an appeal at any step within the specified time limits, unless extended, constitutes an abandonment of the grievance.
- 4. Time limits may be extended by mutual consent, in writing.
- 5. Formal grievance forms shall be made available to the employee through the County departments, the Human Resources Office and the recognized employee organizations. Forms should be as complete as possible before filing.
- 6. Persons responsible for the scheduling of meetings and conferences shall give timely, written notices of such meetings and conferences to all parties concerned.
- 7. Two or more employees with a common grievance may initiate a single proceeding.

8. The employee is entitled to representation of their choice at any stage of the grievance procedure.
9. At any step in the grievance procedure, the employee or management, or both, may consult with the Human Resources Officer for clarification of the issue involved.
10. At any stage of the grievance, the employee may withdraw the complaint by affixing their signature in the proper space on the Human Resources Department's copy of the grievance form, which shall then become a permanent part of the Human Resources Department's records.

If the employee receives a satisfactory answer to their grievance, then the matter will be closed. If the employee subsequently desires to reopen the grievance, he/she must initiate it at the beginning of the grievance procedure.

C. Procedure

1. Step 1 - Informal Discussion with Supervisor

Employee discusses their allegation of a grievance with their immediate supervisor on an informal basis within fourteen (14) calendar days from the date of the action causing the grievance, or date of discovery of such action, except that in no event shall any grievance be accepted for consideration more than one (1) year from the action claimed as its basis, regardless of the date of discovery. Within fourteen (14) calendar days, the immediate supervisor shall give a decision to the employee. If the decision is not satisfactory to the employee, or if no answer is received within the time limit, the employee may initiate a formal grievance.

2. Step 2 - Written Grievance

Employee initiates the formal grievance by completing the formal grievance form and submitting the grievance to their immediate supervisor within fourteen (14) calendar days after receipt of the supervisor's informal response. The employee shall also file a copy of the grievance with the Personnel Department. The immediate supervisor shall, within fourteen (14) calendar days, deliver an answer, in writing, to the employee. If the answer does not satisfy the employee, or is not forthcoming within fourteen (14) calendar days of the time of filing, the employee may initiate Step 3 of the grievance procedure.

3. Step 3 – Department Management Review

a. Sheriff's Department - Review by Division Commander

The employee initiates Step 3 by filing an appeal, in writing, with the division commander within fourteen (14) calendar days from receipt of the supervisor's written response. The division commander shall, within fourteen (14) calendar days of the receipt of the appeal, deliver an answer, in writing, to the employee. If the

employee is not satisfied with the answer or does not receive an answer within ten working days, he/she may initiate Step 4.

b. District Attorney's Office - Review by Chief District Attorney Investigator

The employee initiates Step 3 by filing an appeal, in writing, with the chief criminal investigator within fourteen (14) calendar days from receipt of the supervisor's written response. The Chief District Attorney Investigator shall, within fourteen (14) calendar days of the receipt of the appeal, deliver an answer, in writing, to the employee. If the employee is not satisfied with the answer or does not receive an answer within fourteen (14) calendar days, he/she may initiate Step 5.

4. Step 4 - Review by Chief Deputy

The employee initiates Step 4 by filing an appeal, in writing, with the chief deputy within fourteen (14) calendar days from receipt of the division commander's written response. The chief deputy shall, within fourteen (14) calendar days of the receipt of the appeal, deliver an answer, in writing, to the employee. If the employee is not satisfied with the answer or does not receive an answer within ten working days, he/she may initiate Step 5.

5. Step 5- Review by Department Head

The employee initiates Step 5 by filing an appeal, in writing, with the department head within fourteen (14) calendar days from receipt of the Chief Deputy's or Chief District Attorney Investigator's written response. The department head shall, within fourteen (14) calendar days of the receipt of the appeal, deliver an answer, in writing, to the employee. If the employee is not satisfied with the answer or does not receive an answer within fourteen (14) calendar days, he/she may initiate Step 6.

6. Step 6 - County Executive Officer

The employee may initiate Step 6 by filing an appeal, in writing, with the County Executive Officer within fourteen (14) calendar days from receipt of the department head's response. The County Administrator may elect to utilize the services of the Personnel Officer in answering the grievance. The County Administrator shall, within fourteen (14) calendar days of the receipt of the appeal, deliver an answer to the employee, in writing. If the employee is not satisfied with the answer, or has not received an answer within ten working days of the filing of the appeal, he/she may initiate Step 7.

7. Step 7. Arbitration

- A. If the grievance is not settled or disposed of at Step 6, the grievance may be submitted within fourteen (14) calendar days, to the Human Resources Director for arbitration. Within

fourteen (14) calendar from receipt of the request for arbitration, the Human Resources Director shall request a panel of arbitrators from the State Mediation & Conciliation Service (SMCS) and provide the Union with a copy of the request. The Arbitrator shall be selected from this panel either by agreement of the parties or through a striking process.

- B. Except as provided in subsection E below, the fees and expenses of the Arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during arbitration, will be the responsibility of the individual party involved. Where the individual is representing himself, he shall be solely responsible for his share of the fees and expenses as outlined above.
- C. The Arbitrator shall have jurisdiction and authority to interpret the provisions of this Memorandum of Understanding. He shall not have jurisdiction or authority to alter, in any way, the provisions of this Memorandum.
- D. In relation to alleged violations of the 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 8, below. 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.
- E. The County and the Union shall endeavor to agree upon 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 Union, the issue or issues shall be decided by the arbitrator.

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. 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 w h i c h has been submitted to arbitration, he may do so.

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

8. Step 8 - Board of Supervisors' Right to Final Decision (limited to alleged violations of department policy or practice)

With regard to alleged violations of department p o l i c y or practice, the Arbitrator's decision and award provided for in Step 7 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 shall arrive at a decision which shall be final and binding. During such deliberations the County Executive Officer, or his designated representative, and the Union 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 8 allows Board action, this provision does not afford the grievant or the Union Representative a right to compel Board review.

SECTION 47. Disciplinary Appeals

The parties have agreed to implement a pilot program that provides an alternate process wherein employees represented by the Association may appeal disciplinary actions to a neutral hearing officer, who shall render a final administrative decision, in lieu of appealing disciplinary actions to the County's Civil Service Commission (See MOU Appendix A). That decision may then be appealed by the parties pursuant to Code of Civil Procedure (CCP) §1094.5. The pilot program shall remain in place for the term of the current MOU, and will sunset effective July 2, 2028. In the instance successor contract negotiations are in progress at that time, the pilot program shall be extended during successor contract negotiations, but in no case beyond October 2, 2028, unless the parties have agreed to extend this program in a successor MOU or other written agreement. Any appeal timely filed while the pilot program is in place shall be heard to conclusion under the terms of this agreement.

SECTION 48. Productivity

The parties to this agreement support the concept of high performance and high productivity in order to provide a high level of service to the community at a reasonable cost. The parties agree to reasonably support changes initiated by Management which are intended to increase the efficiency or effectiveness of County operations.

SECTION 49. No Strike Clause

Employees represented by the Association shall not take part in any strike, work actions, or other concerted activity of any kind which will result in curtailing, restricting or interfering with the work of the Sheriff's Department or other County services.

The Association shall not sanction, encourage, or support any 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, any concerted stoppage of work, any concerted slowdown, sickout, refusal to work, interruption, call-in, or failure in whole or in part to carry out the full, faithful, and proper performance of the duties of employment. The term "strike, work action, concerted activity" also means any participation in any action interfering with the operation of the Sheriff's Department of the County for the purposes of inducing, influencing, or coercing a change in the working conditions, compensation and rights, privileges, and obligations of the employment.

In the event that a strike, work action, or other concerted activity occurs in violation of the section, 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 return to work or cease and desist.

SECTION 50. Conclusiveness of Agreement

- A. The provisions contained in this Agreement shall prevail over County practices and procedures and over State laws to the extent permitted by State law.
- B. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any inconsistent 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 to the rules adopted to administer the Civil Service System.
- D. The terms of this Memorandum of Understanding cannot be modified without the explicit written approval of the Board of Supervisors.

SECTION 51. Obligation to Meet and Waiver Clause

Except as otherwise expressly provided in this agreement or where the parties mutually agree to meet and confer on the matter, the County and the Association expressly waive

and relinquish the right, during the term of this Memorandum to meet and confer with respect to any subject or matter, including mandatory subjects of negotiation, whether referred to or covered in this agreement, even though such subjects or matter was proposed and later withdrawn.

In the event any new practice, subject or matter arises during the term of this agreement, that is within the scope of bargaining, and an action is proposed by the County, the Association shall be afforded all possible advance notice and shall have the right to meet and confer upon request. In the absence of agreement on such a proposed action, the County reserves the right to take necessary action by management direction and the Association reserves the right to then take whatever lawful action deemed necessary.

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

During the term of this MOU, 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 52. Severability Clause

Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

SECTION 53. Renegotiation

Either County or Association may serve notice to meet and confer concerning the provision or for a new agreement. It is the intent of the parties to conduct negotiations in such a manner as to reach a new agreement on or before the termination date of this Agreement. If either party timely serves notice to meet and confer, the first negotiating session shall not commence earlier than 150 days nor less than 120 days prior to the termination date of the Agreement, unless the parties mutually agree otherwise.

SECTION 54. Transfer Guidelines

- A. The Sheriff's Department reserves the right to transfer employees in accordance with the needs of the Department and in accordance with this Section.
- B. The provisions of this Section do not limit in any way the Sheriff's Department right to transfer employees for reasons of performance, department efficiency or other operational needs.
- C. This Section is applicable to all employees in bargaining units represented by the Deputy Sheriffs Association and employed in the Sheriff's Department.
- D. No employee shall be transferred without reason.

- E. For purposes of this Section, a transfer is considered reassignment intended to be of long term duration between or within units, bureaus or divisions.
- F. Employees will be given fourteen days notice of transfer except as provided in this Section.
- G. The fourteen days notice shall not be required in case of emergency or exigent circumstances.
- H. The fourteen days notice requirement may be waived by the employee.
- I. The fourteen days notice requirement shall not apply to regularly scheduled shift rotations or normal movement.
- J. The application of this Section shall not be subject to the Grievance Procedure.
- K. Consideration may be given, where appropriate and in the discretion of the Sheriff, to voluntary assignment requests and seniority of the employee.
- L. The Deputy Sheriffs Association may request the County meet and confer over proposed revisions to this Section on matters within the scope of representation providing, however, any such request shall not be made sooner than six months after the effective date of this provision.

SECTION 55. Term of Agreement

This Memorandum of Understanding shall continue in effect up to and including the last day of Pay Period 2028-13 (July 2, 2028). It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during its full term.

To the extent that the provisions of the Memorandum of Understanding conflict with the provisions of ordinances, resolutions or Minute Orders previously adopted by the Board of Supervisors, the provisions contained herein shall prevail.

The County and Association agree that this 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.

SECTION 56. One-Time Lump Sum Signing Bonus

A. Eligibility

As soon as practicable following ratification of this Memorandum of Understanding by the Association and approval by the Board of Supervisors, each employee who is represented by the Deputy Sheriffs' Association and employed by the County on the date of Board of Supervisors approval shall receive a one-time signing bonus. Employees who become employed by the County or become represented by the Association after the date of Board of Supervisors' approval, or who separate from County employment or cease to be represented by the Association before the date of Board of Supervisors approval,

shall not be eligible to receive the signing bonus.

B. Amount

The amount of the lump-sum signing bonus shall be determined by calculating three percent (3%) of the hourly base rate of pay associated with the employee's classification and salary step in effect immediately prior to implementation of the negotiated salary increases, multiplied by two hundred forty (240) hours.

C. Purpose

The signing bonus is a one-time payment provided in consideration of the parties entering into this successor Memorandum of Understanding. It is not earned based upon hours worked, services performed, productivity, length of service, or any other measure of compensation.

D. Intent

The parties intend that this payment constitute a true signing bonus and not compensation for hours worked, wages earned, or any period of employment.

E. Treatment

To the fullest extent permitted by law and/or determined by SBCERS, the signing bonus shall not constitute compensation earnable for retirement purposes and shall not be included in the calculation of the employee's overtime, premium pay, leave accruals, or any other compensation or benefit, except as otherwise required by applicable law.

Dated: _____

Dated: _____

County of Santa Barbara

County of Santa Barbara
Deputy Sheriffs' Association

Carlos Silvas, Chief Negotiator

Robert Wexler, Esq., Chief Negotiator

Deputy Sheriffs Association - Alternate Disciplinary Appeal Pilot Program

Appeal Rights for Employees Subject to Dismissal, Suspension, Disciplinary Demotion, or Reduction in Salary

The purpose of this Alternate Disciplinary Appeal Pilot Program is to provide employees with a voluntary alternative to the disciplinary appeal process administered by the Civil Service Commission under Civil Service Rule 13. Employees appealing a dismissal, suspension, disciplinary demotion, or reduction in salary may elect to utilize the procedures established in this pilot program or pursue an appeal through the existing Civil Service Commission process, which shall remain available throughout the term of this Agreement. All other Civil Service Rules (CSR) governing employee discipline shall remain in full force and effect, except that, for employees who elect to participate in this pilot program, the administrative appeal procedures otherwise set forth in Civil Service Rule 13 for these disciplinary actions shall be superseded by the provisions of this pilot program.

Appeal

No later than fourteen (14) calendar days after service of a Notice of Disciplinary action, as referenced in CSR 1206, the affected employee may file with County Human Resources, Employee Relations Division, a written request to submit an appeal to a neutral hearing officer.

Upon receipt of an appeal, the County Human Resources, Employee Relations Division shall ascertain if the appeal is (1) an appealable action under this pilot program, and (2) has been submitted timely. The County Human Resources, Employee Relations Division shall notify the parties of the acceptance of an appeal. If the County Human Resources, Employee Relations Division determines the request is not a proper appeal, all parties will be notified of such. Issues regarding the timeliness or propriety of the appeal shall be referred to the hearing officer for final determination at the outset of the hearing.

Hearing Officer

‘Hearing Officer’ shall mean an attorney at law admitted to practice before the courts of this state for at least five years prior to their appointment by the parties to hear appeals under this pilot project. The parties may set aside this standard by mutual agreement.

Selection of Hearing Officer

Step 1

As soon as reasonably practicable following submission of the appeal, the parties shall exchange lists of known and qualified hearing officers, and work collaboratively to select a hearing officer by mutual agreement. If the parties are unable to mutually agree upon a hearing officer within seven (7) calendar days following acceptance of an appeal, the parties shall move to Step 2.

Step 2

If the parties cannot select a hearing officer by mutual agreement in Step 1, a list of seven (7) neutral hearing officers shall be requested from the California State Mediation and Conciliation Service within seven (7) calendar days of failure to select hearing officer by mutual agreement. As soon as reasonably practicable following receipt of a list from the California State Mediation and Conciliation Service the parties shall engage in the process of selecting a hearing officer from that list. Each party shall alternately strike one (1) name from the list until only one (1) name remains. The party that strikes first shall be determined by coin flip, or other mutually agreed upon random selection process. Selection of a hearing officer shall be completed within seven (7) calendar days, unless extended by mutual agreement of the parties.

Pre-Hearing Disclosures

Five (5) calendar days prior to the start of the hearing, or as otherwise determined by the hearing officer, the parties shall exchange a list of witnesses they anticipate calling and copies of evidence they anticipate introducing.

Any witness or evidence not identified may not be called or offered as evidence at the subsequent hearing, except upon a showing of good cause, as determined by the hearing officer. Nothing contained herein shall operate to prevent either party from presenting additional witnesses or evidence by way of rebuttal.

Cost Sharing Provisions

The cost of a hearing officer, including costs associated with obtaining a list of hearing officers, shall be shared equally in all cases by the County and the appealing party. The cost of a court reporter shall be shared equally in all cases by the County and the appealing party. Costs of transcripts shall be borne by the party that requests them. Requesting party shall bear responsibility for obtaining said transcripts from the court reporter unless otherwise agreed mutually. Alternatively, the appealing party may choose to use the existing appeal process through the County Civil Service Commission at no shared cost to the appealing party. In this case, Civil Service Rule 13 will dictate the appeal process.

Hearing Officer's Authority and Conduct of the Hearing

Scheduling of a pre-hearing conference prior to hearing will be at the discretion of the hearing officer. The hearing officer shall have full authority to decide the appeal, including questions of fact and conclusions of law.

The hearing officer shall preside over a hearing at which evidence and arguments of the parties may be presented. Except as otherwise mutually agreed by the parties, the hearing officer shall determine the procedures to be followed for the hearing, with due regard for the rights of the parties, and need not follow the strict rules of evidence.

The parties may stipulate for a continuance of the proceeding or a party may apply to the Hearing Officer for continuance for good cause shown, or the Hearing Officer on its own for good cause may continue said proceedings.

The hearing officer shall issue a written decision within 30 (thirty) calendar days of the close of the hearing. However, failure of the hearing officer to issue a timely decision shall not constitute grounds for challenging the decision as being beyond the hearing officer's authority.

An employee shall not suffer loss of pay for time spent as a witness at a hearing held pursuant to this procedure.

The number of witnesses requested to attend and their scheduling shall be reasonable, as determined by the hearing officer.

Once a hearing officer issues a final decision, that decision may then be appealed by the parties pursuant to CCP §1094.5.