

**MEMORANDUM OF UNDERSTANDING BETWEEN
UNION OF AMERICAN PHYSICIANS AND DENTISTS
AND COUNTY OF SANTA BARBARA**

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SEPTMBER 10, 2007
THROUGH OCTOBER 3, 2010

NOVEMBER 28, 2011

NOVEMBER 24, 2013

MEMORANDUM OF UNDERSTANDING BETWEEN
UNION OF AMERICAN PHYSICIANS AND DENTISTS
AND COUNTY OF SANTA BARBARA

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 Union of American Physicians and Dentists, hereinafter referred to as the "UNION." It is the general purpose of this Memorandum of Understanding to promote the mutual interest of the County and its employees and to establish and summarize rates of pay, and certain other terms and conditions of employment.

Section 2. Recognition

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

PHYSICIANS AND PSYCHIATRISTS--Non-Supervisory
PHYSICIANS AND PSYCHIATRISTS--Supervisory

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. Non-Discrimination

The provisions of the Memorandum of Understanding shall be applied equally to all employees covered hereby without discrimination because of race, color, sex, age, religion, marital status, national origin, political affiliation, disability or Union membership.

Section 4. Union Security

- A. The County agrees to deduct Union dues when such have been authorized in writing by the individual employee on a form acceptable to the Auditor-Controller for such deductions.
- B. Each pay period the County agrees to supply the Union with a dues checkoff list for employees in units represented by the Union. Said lists shall be without cost to the Union.

Section 5. Agency Shop

- A. Agency Fees - Agency shop as used in this section means an organizational security agreement as defined in Government Code Section 3502.5 and applicable law. This Agency Shop provision shall be in full force and effect for the first three years of this agreement only.

Each employee in the non-supervisory unit hired as a regular employee after July 19, 1995, shall be required within 30 days of his/her first day of employment in the bargaining unit to choose to: a) become a member in good standing of the Union; or, b) satisfy the agency fee financial obligations set forth below, unless he/she qualifies for the religious exemption set forth in subsection B below.

Unless the employee has: a) voluntarily submitted to the County an effective dues deduction request; b) individually made direct financial arrangements satisfactory to the Union as evidenced by notice of the same by the Union to the County; or, c) qualified for exemption upon religious grounds as provided below, the County shall upon receipt of notice from the Union process a mandatory agency fee payroll deduction in the appropriate amount and forward that amount to the Union.

Non-supervisory employees who are Union members shall be required to pay the agency fee or charitable donation if they cancel membership.

The amount of the fee to be charged shall be determined by the Union subject to applicable law, and shall be an amount not to exceed the normal membership dues and general assessments applicable to Union members. The amount of the agency fee charged shall not include expenditures prohibited by law.

The Union shall comply with applicable law regarding disclosure and allocation of its expenses, notice to employees of their right to object, provision for agency fee payers to challenge the Union's determinations of the amounts chargeable and appropriate escrow provisions to hold contested amounts while the challenges are underway.

The foregoing description of permissible agency fee charges and related procedures is included herein for informational purposes and is not intended to change applicable law. The County will promptly remit to the Union all monies deducted, accompanied by a list of employees for whom such deductions have been made.

B. Religious Exemption from Agency Fee Obligations

1. Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to pay an agency fee, but shall pay by means of mandatory payroll deduction an amount equal to the agency fee to a non-religious, non-labor charitable organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and serving residents of Santa Barbara County, as designated by the employee from a list provided by the County Auditor-Controller.
2. To qualify for the religious exemption the employee must provide to the Union, with a copy to the County, a written statement of objection, along

with verifiable evidence of membership in a religious body as described above. The County will implement the change in status within thirty days unless notified by the Union that the requested exemption is not valid. The County shall not be made a party to any dispute arising relative to the determination of religious exemptions.

3. Any of the above-described payment obligations shall be processed by the County in the usual and customary manner and time frames.
- C. Leave Without Pay/Temporary Assignment Out of Unit - Employees on an unpaid leave of absence or temporarily assigned out of the unit shall be excused from paying agency shop fees or charitable contributions.
- D. Rescission of Agency Shop - The agency shop provision may be rescinded pursuant to the procedures contained in Government Code Section 3502.5(b).
- E. Indemnification/Hold Harmless Clause - The Union agrees to fully indemnify and defend the County and its officers, employees and agents against any and all claims, proceedings and liability arising, directly or indirectly out of any action taken or not taken by or on behalf of the County under this section.
- F. Upon request of the Union, the parties shall meet and confer on the issue of the terms and conditions of a successor Agency Shop provision.

Section 6. 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 Union shall be notified promptly of any such emergency action which affects matters within the scope of representation.
- D. Except as otherwise indicated in this Agreement, the County may exercise its management rights unilaterally without obligation to meet and confer on the decision or impact of exercising such rights. However, this section is not intended to restrict consultation with the Union regarding matters within the right of the

County to determine. Any of the management rights currently enumerated in this section and the impact or consequences of the exercise of said rights shall be excluded as a proper subject of the Grievance Procedure.

Section 7. Salaries

~~A. Effective September 10, 2007, employees in Staff Physician and Psychiatrist classifications represented by the Union will receive a 3.75% salary increase and be placed on Step "A" of a five-step range for their classifications. The following lists approximate monthly salaries for each classification.~~

A. A previously negotiated wage increase scheduled to be effective October 3, 2011 shall be rescinded and eliminated. In addition, effective November 28, 2011, current wages for all classifications represented by UAPD shall be reduced by 1.5%, and steps F and G shall be eliminated from the respective salary ranges. Employees currently at F or G step shall be y-rated in accordance with Civil Service Rule 417.

~~B. Movement on the pay range is based solely on performance.~~

~~C.B. Effective October 8, 2007 and at the beginning of the first full pay period each October thereafter, employees in the above classifications will be eligible for There will be no merit step increases based on satisfactory or better performance on their most recent Employee Performance Review (EPR). Each year EPRs will be completed in employees' anniversary month, but any step increases will be effective at the beginning of the first full pay period the following October for UAPD represented employees during the term of this agreement.~~

~~D. Effective October 6, 2008, employees in the above classifications who meet or exceed specific performance objectives tied to service delivery and established by their departments are eligible for non-base building, re-earnable lump-sum payments of \$1,500 to \$4,500 annually.~~

Effective November 28, 2011, any subsequent merit/step increases within classifications represented by UAPD and any changes in salary upon promotion and reclassification shall occur in accordance with Civil Service Rule Four: Compensation.

~~E.C. There are no COLA adjustments for the term of this agreement.~~

~~F. By mutual agreement but no sooner than June 2009, the parties may evaluate salaries based on market changes.~~

D. The parties agree that in February of each year of the agreement (or such later date as may be agreed by the parties), but no sooner than February 2013, the County and UAPD will jointly collect Base Pay, Total Compensation and In Pocket (net compensation) data from selected public sector employers for Psychiatrist, ObGyn and Staff Physician.. Each party may independently designate eight agencies for inclusion in the survey. Data will be jointly collected on all agencies designated by the parties.

E. The parties will discuss and attempt to reach agreement regarding the appropriate agencies to be included in a joint report which will be presented to the Board of Supervisors. Should the parties fail to agree on appropriate agencies, both the County and UAPD will retain the right to identify and include those agencies on which there is disagreement. One report will be submitted to the Board of Supervisors based solely on data jointly collected by the parties.

Section 8. Medical and Dental Coverage

- A. For new employees, medical and dental coverage benefits under this Section shall be effective at the beginning of the month that immediately follows the employee's first pay period of employment in a regular position. Part-time employees must be employed a minimum of fifty percent (50%) of full-time in order to be eligible for insurance benefits.
- B. The County and the Union agree that Preferred Provider Organization (PPO), Health Maintenance Organization (HMO) and ~~Point of service (POS)~~Exclusive Provider Organization (EPO) medical plans and PPO and Dental Maintenance Organization (DMO) dental plans shall be available to employees.
- C. The County shall contribute up to ~~\$148.11 biweekly~~226.92 twice monthly toward the cost of the ~~biweekly~~twice monthly premium for employee-only medical coverage. The County shall contribute up to ~~\$12.02 biweekly~~13.03 twice monthly toward the cost of the ~~biweekly~~twice monthly premium for employee-only dental plan coverage. These contributions are based on full-time employment; part-time employees shall receive a prorated contribution based on their percentage of full-time employment. Insurance plan premiums that exceed the County's biweekly contribution shall be paid by the employee through payroll deductions. During the term of this agreement, the County shall pay 100% (pro rated for part-time employees) of the least expensive ~~HM~~EPO employee-only premiums.

Employees may select coverage from the following options:

Medical*

- ~~Preferred Provider Organization (PPO)~~ Medical Plan(s)
- ~~Health Maintenance Organization (HMO)~~ Medical Plan(s)
- ~~Point of Service (POS)~~EPO Medical Plan(s)

*All medical plans include employee assistance program coverage and healthcare advocacy services.

Dental

- ~~Preferred Provider Organization (PPO)~~County Self-funded Dental Plan
- ~~Dental Maintenance Organization (DMO)~~DHMO/HMO Dental Plan

- D. Employees may insure their eligible dependents under the medical and dental plans in accordance with the rules and regulations applicable to obtaining said dependent coverage.

E. The County shall meet and confer with the Union prior to reducing the level of benefits provided by the indemnity dental plan.

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 (as in Paragraph C above), they may consolidate the County contributions toward the cost for "employee plus dependent(s)" coverage held by one of the employees. In this situation, one employee (referred to below as the "spouse" or "partner") becomes a dependent on the other employee's (referred to below as the "primary employee") medical and dental coverage.

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

- Both employees are covered by the same medical and dental plans;
- The spouse or partner is insured as a dependent on the primary employee's medical and dental plan insurance;
- The spouse or partner has waived employee-only coverage;
- Both employees have authorized the consolidation of contributions on a form prescribed by the Human Resources Director.
- In the case of domestic partnerships, the employees must be so registered with a domestic partner registry maintained by a California city or county government or by the State of California. 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 primary employee's and the spouse's or partner's employee-only premiums for the respective medical and dental plan, less the cost for participation by the spouse or partner in the Employee Assistance Program and the County's healthcare advocacy program. The appropriate contributions shall be made by the respective departments employing each employee.

Section 9. Health Insurance Benefits During Medical Leave of Absence

Employees who are placed on a leave of absence resulting from a medical condition including injury, illness, pregnancy or childbirth shall receive the County contribution toward health plan coverage (as provided in Section 8) for a leave period up to eighteen months. Premium amounts exceeding the County contribution and for dependents shall be the responsibility of the employee during the leave period. If an employee has paid leave accruals in excess of eighteen (18) months at the start of the leave, the County will continue to make its contribution toward health coverage while paid leave is being used and until such time as the paid leave is exhausted.

Section 10. Flexible Spending Account Plan

A. All full-time and part-time employees in Union 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. Compensation received in accordance with Section 11 (Benefit Allowance) may be used by employees to fund the options described above. All salary reduction amounts are included in base salaries for the purpose of computing retirement earnings and are subject to appropriate Internal Revenue Service regulations.

The County shall meet and confer with the Union prior to revising the benefit options.

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

Section 11. Benefit Allowance

- A. The County shall contribute \$227,267.99 per pay period per full-time employee as a benefit allowance. Regular part-time employees are eligible for this allowance based on a prorated equivalent of their employment status. The benefit allowance, which is received in cash, has a primary purpose of allowing employees to fund employee and dependent health insurance costs. Employees may also use the allowance to fund options in the Flexible Spending Account Plan and/or receive the remainder in cash.

~~B. During the term of this agreement, the benefit allowance may be increased in accordance with the following schedule:~~

- ~~1. If the premium for any medical plan offered by the County's primary carrier increases by 5% or more for the 2008-09 plan year, then the benefit allowance shall be increased by \$20.00 per pay period effective June 30, 2008.~~
- ~~2. If the premium for any medical plan offered by the County's primary carrier increases by 5% or more for the 2009-10 plan year (or by an aggregate of 10% or more for the 2008-09 and 2009-10 plan years), then the benefit allowance shall be increased by \$20.00 per pay period effective June 29, 2009.~~
- ~~3. If the premium for any medical plan offered by the County's primary carrier increases by 5% or more for the 2010-11 plan year (or by an aggregate of 15% or more for 2008-09, 2009-10 and 2010-11 plan years), then the benefit allowance shall be increased by \$20.00 per pay period effective June 28, 2010.~~

_____CB. This allowance will be paid on a biweekly basis to each regular employee based on the prorated number of non-premium hours paid in a pay period. _

Section 12. Bilingual Allowance

- A. An employee, whose duty assignments require regular and frequent use of bilingual language skills in Spanish and English shall be designated by the department head to receive 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 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 \$25.38 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.
- B. 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 skill is restricted to the actual needs of the position. An employee's ability to read, write, or speak Spanish, occasional or incidental use of language skills in Spanish or the use of bilingual language skills other than for the purpose of meeting the requirements of the job shall not warrant a bilingual allowance.

Section 13. Special Duty Allowance

- A. Employees regularly assigned to work at the Psychiatric Health Facility (PHF) or other hospital practice shall receive a 5% special duty allowance.
- B. Employees regularly assigned to work in Santa Maria and/or Lompoc shall receive a 5% special duty allowance.
- C. Psychiatric Specialties – Employees in Psychiatrist classifications who are Board Certified in one or more of the following subspecialties shall receive a 5% allowance when the majority of the employee assignment pertains to the subspecialty:
- Addiction Psychiatry
 - Child & Adolescent Psychiatry
 - Forensic Psychiatry

Employees certified in multiple subspecialties and in a qualifying assignment (e.g., certified in addiction and forensic subspecialties and assigned to the jail) shall be eligible for the 5% allowance for each subspecialty.

Section 14. 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. Employees represented by the Union shall receive eighty (80) hours sick leave accrual upon appointment or such prorated amount for regular part-time employees. Employees entering the unit from another County classification not eligible for this advance, shall retain their current sick leave balances and shall only receive additional sick leave accrual necessary to provide a balance of eighty (80) hours sick leave.
- C. Unused sick leave shall be cumulative from year to year, with no accrual limit.
- D. Sick leave usage may not exceed the employee's accrued sick leave balance reported on the Leave Report at the end of the pay period immediately preceding the pay period in which the leave is taken.
- E. A department head may require evidence in the form of a physician's certificate, or otherwise, of the adequacy of the reason for any employee's absence during the time for which sick leave was requested. Under no circumstances is sick leave to be used in lieu of, in addition to, or as vacation. The Auditor may require a physician's certificate from the department in order to determine correctness of payroll records.
- F. When a member of the immediate family is seriously ill or injured and requires the presence and attendance of an employee, the employee may be allowed by the appointing authority to use up to five days (40 hours) accumulated sick leave to attend such family member, provided that not more than five days per year may be allowed for the illness or injury of any one member of the employee's immediate family. Subject to department head approval, an employee may exceed the five day limit to care for an immediate family member who has a catastrophic or life threatening illness as verified by a physician's statement.
- G. 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 his immediate family.
- H. For the purposes of Section 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.
- I. An employee may, when necessary and at the discretion of his department head, be granted up to two hours leave with pay to make voluntary nonremunerated blood donations to non-profit blood banks in the County. Time off in excess of two hours and up to an additional two hours may be used for this purpose, but such additional time off shall be charged to accumulated sick leave. Leave for the purpose of donating blood shall not exceed five times in any one calendar year.
- J. Except upon Layoff in accordance with Civil Service Rule XI, termination of County employment shall abrogate all sick leave accrued to the time of such termination, regardless of whether such person subsequently re-enters County employment of service. No payment shall be made to any employee for unused sick leave accumulated to his credit at the time of his termination from County service.
- K. Employees who retire from the County shall have their accumulated sick leave credit of up to 2,088 hours added to their term of service for purposes of calculating retirement benefits.

Section 15. 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 shall accrue vacation based on continuous County service as provided in the chart below.

Continuous County Service	Hourly/Annual Accrual	Maximum Allowable Accrual
0-2 yrs.(0-24 mo.)	.0463hrs./96hrs.	288 hrs.
3-4 yrs.(25-48 mo.)	.0616hrs./128hrs.	288 hrs.
5-10 yrs. (49-120 mo.)	.0731hrs./152hrs.	360 hrs.
11-14 yrs.(121-168mo.)	.0847hrs./176hrs.	390 hrs.
15+ yrs.(169+ mo.)	.0962hrs./200hrs.	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 Section B above, an employee absent due to a work-related injury, receiving Workers Compensation Temporary Disability and unable to take vacation may accrue vacation above the Maximum Allowable Accrual. Following his/her return to work, the employee shall make every reasonable effort to promptly take vacation in excess of the Maximum Allowable Accrual.

~~D. Employees with more than five years of continuous County service may once during each calendar year and with the approval of the department head request pay for up to eighty hours of accrued vacation in lieu of vacation time off. Such vacation conversion shall be based on the employee's hourly rate in effect at the time of payment. After the vacation conversion, an employee shall have an accrued vacation balance of at least forty hours. Any cash conversion of accrued vacation approved pursuant to this provision shall be effective no sooner than one year following any previous conversion (i.e., only one conversion is allowed in any twelve month period).~~

~~E~~

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

FE. 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.

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

HG. Employees may be required to take vacation with reasonable notice. In addition, employees may request vacation use. Employees requesting vacation at least two weeks in advance shall not be required to secure coverage for their assignment as a condition of approval of the vacation request.

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

JI. At the time of appointment in units represented by the Union, employees appointed from outside Santa Barbara County government service from either a city, county, state agency, federal agency or special district, shall receive credit for their prior years' of public agency service toward their annual vacation accrual rate if that public agency service ended within six months of the date of County employment.

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

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

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

Section 16. Holidays

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

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

B. All regular employees in a pay status (including paid leave) for any portion of pay period one of each year shall be credited with eight (8) hours holiday leave. Regular part-time employees shall receive a prorated equivalent. This holiday leave must be used during the payroll year and may not be accumulated from year

to year. The floating holiday credit may be used in the same pay period in which it is accrued, subject to Paragraph C below.

- C. Holiday leave shall be subject to the approval and/or taken at the direction of the appointing authority or designee.
- D. Each County holiday which falls on Saturday shall be observed on the preceding Friday; and, in this event, the Saturday shall not be considered as a holiday for purposes of compensation and/or time off. Each County holiday which falls on Sunday shall be observed on the following Monday; and, in this event, the Sunday shall not be considered as a holiday for purposes of compensation and/or time off.
- E. Regular employees leaving County service shall be paid all compensatory holiday time which has accrued but has not been otherwise compensated.
- F. In the following sections reference to eight (8) hours shall apply to regular full-time employees and in the case of regular part-time employee the eight (8) hours shall be a prorated equivalent.
- G. When a holiday falls on an employee's regularly scheduled work day, the employee shall be paid eight (8) hours cash payment for the holiday. When a holiday falls on an employee's regularly scheduled day off, the employee shall accrue eight (8) hours of compensatory holiday time.
- H. When an employee 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 on an hour for hour basis for all hours worked up to eight (8) hours.
- I. In order to receive holiday compensation, an employee must be in paid status on the scheduled work day immediately prior to and/or after the holiday. Notwithstanding the above, neither the first day of employment nor the last day of employment may be a holiday.
- J. Employees who accrue holiday time shall take the compensatory time during the payroll year in which the holiday is accrued.

Section 17. Leave Donation

Purpose

To provide a mechanism for assisting employees who have exhausted paid leave due to a serious or catastrophic illness or injury. This provision allows a regular County employee to donate the monetary value of accrued vacation, holiday or overtime hours to a specific employee who has exhausted his/her own available leave balances. Serious or catastrophic illness or injury is defined as the employee's own adverse medical condition which requires the employee to be absent from work for more than twenty (20) consecutive work days, or a similarly debilitating illness or injury of the employee's immediate family member (as defined in Section 14, Paragraph G) requiring the employee's attendance.

Conditions

- A. To receive leave donations, an employee:

- must have been employed in a regular position for a minimum of six months;
 - must be absent from work due to his/her own catastrophic illness or injury for more than twenty consecutive work days (as verified by a physician's statement), or be absent from work in order to attend his/her immediate family member who has a catastrophic illness or injury (as verified by a physician's statement); and
 - must have exhausted all earned leave balances (including sick leave [if related to the employee's own illness], vacation, overtime and holiday credits); except however, the appointing authority may approve the solicitation/acceptance of leave donations prior to all balances being exhausted, when the physician's statement and leave balances indicate the probable exhaustion of balances within two pay periods.
- B. Donated leave shall be changed to its cash value at the donor's base rate of pay and then credited to the recipient in equivalent hours of vacation at the recipient's base rate of pay.
- C. Donations:
- are voluntary;
 - are made from accrued vacation, holiday or overtime balances; donation of sick leave is not permitted;
 - must be for a minimum of eight (8) hours, in whole hour increments;
 - are irrevocable, and if any donated hours remain at the end of the recipient's catastrophic leave, they shall remain available for the sole use of the recipient; and
 - are taxable on the part of the recipient, in accordance with IRS regulations, and are subject to withholding as required by law.
- D. An employee may not donate more than eighty (80) hours to any other individual employee.
- E. The total donations received into his/her vacation balance by an employee shall normally not exceed 1040 hours; however, donations in excess of 1040 hours may be considered and approved by the recipient's appointing authority.
- F. Upon approval of a request for donations, the appointing authority (or his/her designee) shall, at the employee's request, post a notice of the eligible employee's need for donations on departmental bulletin boards accessible to employees; confidential medical information shall not be included in the notice. If the eligible employee is in his/her original probationary period, the notice will include a statement of that fact.
- G. Donations shall be administered according to procedures established by the Auditor-Controller, and requested on a form prescribed by the Auditor-Controller. Signed approvals of the receiving and donating employees must be properly provided before a donation is processed.
- 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 care leave.

Section 18. Administrative Leave

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

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

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

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

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

Section 19. Retirement

- A. The County offers the following retirement plans:
1. Employees Hired Before October 10, 1994
Contributory Retirement Plan (Plan 5 A-Half Rates)
 2. Employees Hired On or After October 10, 1994
Contributory Retirement Plan (Plan 5B-Full Rates)
- B. The County may adjust the employee contribution rates to the Contributory Retirement Plans when such adjustments are based on an Actuary Report,

recommended by the Retirement Board and approved by the Board of Supervisors. Prior to implementing employee contribution rate adjustments, the County shall give notice and upon request provide an opportunity to meet. The purpose of the meeting will be to discuss the implementation of the contribution rate changes. The effective date of the rate adjustments shall be in accordance with the applicable provisions of the County Employees Retirement Law of 1937. Effective November 28, 2011, the County will no longer pay up to \$80 per pay period, prorated for part-time employees, in employer retirement offset; paying that amount shall become the responsibility of employees.

~~C. For each full-time employee, the~~ The County shall pay upimplement a new retirement tier for employees hired on or after June 25, 2012 that includes the following components:

- 2% @ 61 ¼
- Half-rates
- FAS 3
- 2% retirement COLA

~~The existing retiree medical benefit shall not apply to \$80 per pay periodemployees hired on or after June 25, 2012. It is not the intent of the employee's normal contributionsparties to the modify current retiree medical benefits for employees hired prior to June 25, 2012.~~

~~D. Beginning on June 25, 2012, employees will pay one-half of the annual increase in Retirement System in accordance with Government Code Sections 31630. Part-time employees shall receive a prorated equivalent.COLA Normal costs, not to exceed a cap in their increased costs of 2% in any given year.~~

E. During the term of this agreement, either party may reopen negotiations on the issue of retirement plans.

Section 20. Mileage

Employees who, when authorized by their department, use their personal vehicle for County business shall be reimbursed for each mile driven on County business. Said reimbursement shall be at the amount per mile exempted by the Internal Revenue Service for reporting of income.

Section 21. Tuition and Textbook Reimbursement

To the extent funding is available, the County shall, for those employees represented by the Union, provide for tuition and textbook reimbursement up to a maximum of \$500.00 per fiscal year and in accordance with existing administrative regulations governing this program. Tuition reimbursement for regular part-time employees shall be prorated based on their part-time percentage.

Section 22. Time Off for Continuing Medical Education

- A. Unit members may use up to a maximum of five days per fiscal year for Continuing Medical Education.
- B. Employees preparing for Board Certification/re-certification examinations will be granted five additional days CME time off for that purpose. Such additional time will not be granted more than once every five years.

Section 23. Schedule/Shift Changes

The County agrees to provide at least ten (10) business days advance notice of permanent schedule or shift changes when the changes are made at other than the employee's request. The County and the Union agree that under some circumstances, alternative work schedules (9/80, 4/10 and/or modified starting or ending times) may be beneficial to both employees and the County. Accordingly, employees may request to work an alternative work schedule. Such requests shall be subject to approval by County management. County management reserves the right to remove employees from alternative work schedules. To the extent possible, two weeks advance written notice will be provided to the employee.

Section 24. Departmental Reassignment

- A. An employee who wishes to be considered for reassignment within the same classification from one departmental unit, program or division to another unit, program or division of the same department shall make a written request for such reassignment to the department management concerned for its consideration. The department will acknowledge receipt of the request and maintain it in its file for a period of one (1) year. An employee requesting reassignment shall be given first consideration for any vacant bargaining unit position.
- B. The County shall provide ten (10) business days notice to a physician prior to an involuntary change in work location. A physician will not be involuntarily reassigned between north and south county for punitive reasons.

Section 25. Employee Personnel Files

- A. All personnel files on an employee maintained by the County and the department will be open for inspection by that individual or his authorized representative at his request during business hours by appointment. He will be shown all contents of the file except those materials designated confidential by law. A copy will be provided to the individual upon his request.

- B. No material relating to performance appraisal or disciplinary action shall be placed in the personnel file of an employee represented by the Union without the employee first being given an opportunity to read such material and attach a reply if the employee desires, which shall remain with said material.
- C. At the request of the employee and after three years from the date of insertion, an employee may request that judgmental or incidental material in his/her departmental file be sealed if legally permitted and in the opinion of management the material has no significant importance in evaluating the employee's ongoing performance with the County. If material is sealed, it may be reopened for good cause only.

Section 26. Performance Evaluations

- A. The Union and the County agree on the importance of completing Employee Performance Reviews (EPRs) in a timely way and that EPRs should fairly and objectively reflect employees' performance.
- B. Employees shall be given an opportunity to read and sign their performance evaluations prior to placement of the evaluations in the employee's official personnel files. It is acknowledged that the fact the employee has signed a performance evaluation does not necessarily mean the employee agrees with the evaluation, but that such signature shall be evidence of the employee's knowledge of the completed evaluation. The employee shall receive a copy of the performance evaluation within thirty (30) working days of the date of the evaluation.
- C. ~~C.~~ An employee of ADMHS or Public Health represented by the Union has the right, upon request, to have his/her professional clinical practice evaluated by the Medical Director or his/her physician designee, who shall participate in and sign off on performance evaluations that become part of the employee's permanent record.
- D. The parties agree that upon implementation of the new pay structure for the Union of Physicians and Dentists (UAPD), it is the intent that supervisors and managers will be held accountable for completing EPRs in a timely manner and that EPRs shall fairly and objectively reflect overall performance. Should an employee have an issue with his/her EPR, the following steps may be taken to attempt to resolve the issue:
 - Discuss with his/her reviewer
 - Discuss with his/her Assistant Director
 - Discuss with his/her Department Head

If the matter continues to remain unresolved, the employee may bring the issue to the attention of CEO/Human Resources. The parties agree that if the issue is not resolved, outside mediation may be considered.
- E. The parties further agree that any employee who does not receive his/her EPR by the date the evaluation is due will, by default, be deemed to be a satisfactory performer and will be eligible for the annual increase associated with satisfactory performance. Should an employee believe that his/her performance was better than satisfactory

he/she may take the matter to the Assistant Director and/or Director and attempt to resolve the issue. If unable to resolve the matter at the Department level, the employee may take the matter to CEO/Human Resources.

Section 27. On-Call Pay

As per the side letter agreement executed by the parties on October 5, 2006, doctors in classifications represented by the Union received an adjustment of 8% of base salary in exchange for making on-call duty part of the responsibilities expected of physicians working in Santa Barbara County. There is no additional compensation for participating in on-call rotations as assigned.

Section 28. Additional Straight Time

Employees who are assigned to standby duty and who are then called in to work shall receive additional straight-time compensation for the hours worked.

Section 29. Transportation Demand Management (TDM)

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

Section 30. Committee Participation

The County and UAPD agree to the formation of a Labor/Management Quality Medical Care Committee. This Committee shall be made up of at least four physicians. The purpose of the Committee is to meet quarterly or by mutual agreement to discuss clinical issues and concerns associated with providing quality medical care. The intent of these meetings shall be to discuss professional concerns. Participants may submit agenda items in advance of the meeting. The Committee shall normally include two (2) representatives from UAPD and two (2) representatives from the County. Participation may be altered by mutual agreement.

Section 31. Professional License Fees

The County shall pay professional license fees (e.g., physician and surgeon certificates and Drug Enforcement Agency fees), excluding any portion designated for political purposes, under the following conditions:

- A. Possession of the license or certificate must be an ongoing requirement of the position.
- B. The employee may use the license for outside employment or private practice, provided such use does not conflict with the County's operational needs.
- C. If the employee leaves County employment during the year, the County's contribution shall be pro-rated (i.e., if fees have been paid in advance by the County, the employee shall be required to reimburse the County for the pro-rated portion of the fees).

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

Section 32. Professional Judgment

Employees in this bargaining unit are professional employees as defined by California Government Code Section 3507.3. It is the County's intent that employees practice their profession in a manner that is consistent with their professional licensure requirements. The provisions of this Section are not grievable, but issues may be presented to the Labor/Management Quality Care Committee.

Section 33. Long Term Disability Insurance

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

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

Section 34. Term Life Insurance

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

Section 35. Bulletin Boards

- A. The County shall provide designated bulletin board space on existing bulletin boards for the Union, the size and location to be determined jointly by departmental management and the Union. All materials to be posted must be nondefamatory in nature, and shall be used for the following subjects:
 - 1. Union recreational, social and related news bulletins;
 - 2. Scheduled meetings;
 - 3. Information concerning Union elections or the results thereof;
 - 4. Reports of official business of the Union, including reports of committee or the Board of Directors.
- B. Bulletin Board space shall be provided for this purpose at each facility where UAPD members are regularly assigned to work, if a bulletin board already exists.

Section 36. Grievance Procedure

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

A grievance shall be defined as a claim by an employee or group of employees adversely affected by an alleged violation, misinterpretation or misapplication or department-wide policy or County rules, regulations, resolutions, ordinances or Memoranda of Understanding applicable to the employee, except for those issues that provide their own means of appellate procedures such as, but not limited to, Civil Service Commission matters, Workers' Compensation, Occupational Safety and Health Act, Fair Employment Practice Commission, or any of the management rights currently enumerated in Section 5 and the impact and consequences of the exercise of said rights.

C. Basic Rules

1. The procedure in this section shall be the exclusive means for the disposition of all written grievances arising under this Memorandum, and the County shall not be liable to the Union or to any employee in any respect except as may be determined under said procedure.
2. Nondiscrimination - Any employee, group of employees or the Union may file a grievance without fear of restraint, interference, coercion, discrimination or reprisal.
3. Grievance Forms
 - a. Grievance forms shall be made available to the employee through the Department, and the Union, and all formal grievances shall be submitted on these forms. The Union may develop an alternative form however, such form must be approved by the County.
 - b. Grievance forms must explicitly specify the particular section of this agreement, which is being alleged as the basis for the grievance. The remedy requested must also be specified.
4. No modifications in the basic violation being alleged pursuant to section (3) (b) shall be made subsequent to filing unless mutually agreed to by both the County and the grievant or his representative. However, corrections in citations or other clarifying amendments can be made at any time by the grievant or his representative.
5. Notice of Meetings - Whenever possible, both the County and the employee or his representative shall give notice of meetings and conferences to their respective representative at least twenty-four (24) hours prior to any meeting regarding a grievance.
6. Right of Representation
 - a. The employee has the right to the assistance of no more than two representatives in the preparation and/or presentation of his grievance, provided, however, that supervisory employees shall not represent non-supervisory employees where such activity would result in a conflict of interest.
 - b. An employee is also entitled to represent himself individually at any step of the Grievance Procedure.
 - c. An employee may not change his designation of representative organization, other than designating himself, during the processing of a grievance except by mutual agreement of the parties.
 - d. If the employee is represented in a formal grievance meeting, the department may also designate a management representative to be present.

7. Grievance Withdrawal - The employee may withdraw the grievance at any stage of the Grievance Procedure by giving written notice to the County representative who last took action on the grievance, with a copy to the Personnel Department and the Union.
8. Grievance Resolution - If a grievance is resolved at Step 2, 3 or 4 in the Procedure as provided in Section E herein, the employee concerned shall indicate acceptance of the resolution by affixing his signature in the appropriate space indicated.
9. By mutual agreement, the parties may return the grievance to a prior level for reconsideration. If the grievance is not then settled at the prior level, the employee shall continue to have the rights set forth in this Procedure.
10. Consolidation of Grievances - Employees with essentially identical grievances, including remedy, may initiate a single grievance. Employee with essentially identical grievances may be required, at the County's discretion, to consolidate to a single proceeding at Steps 4 and 5 of this Grievance Procedure.

D. Processing Grievances

1. The employee and/or his representative shall be granted reasonable time off with pay from regularly scheduled duty hours to process a grievance, provided that the time off will be devoted to the prompt and efficient investigation and handling of grievances, subject to the following:
 - a. Representatives
 - (1) Insofar as possible, when an employee representative at Steps 1 and 2 is a County employee, the representative shall be employed in the same work locations as the grievant. When the foregoing condition cannot be met, an employee representative who is a County employee may be employed outside the same work location, provided said representative is no longer than forty five (45) minutes away, by the most practical and common mode of transportation, from the grievant's work location. This time limit may be waived by mutual agreement of the parties when the grievant is assigned to a remote work location, or under other unusual circumstances.
 - b. Grievance Preparation
 - (1) An employee or his representative who is a County employee shall not leave his job to perform any grievance preparation work unless he receives permission from his supervisor.
 - (2) When an employee or his representative must go into a section, department or work unit to investigate a grievance, he shall be permitted to do so, provided he explains the

purpose of the visit and whom he is visiting to the supervisor of said section, department or work unit.

c. Grievance Meetings

- (1) An employee or his representative who is a County employee shall, upon notification of his supervisor, be granted time off to attend grievance meetings scheduled pursuant to Section E of this Procedure.
- (2) An employee or his representative who is a County employee shall notify his supervisor as soon as possible in advance of the dates and times and/or any change in the dates and times of scheduled grievance meetings in which he must participate.
- (3) An employee or his representative, when said representative is a County employee, shall not log compensatory time earned or premium pay time for any time spent in the processing of a grievance.

2. Time Limitations

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

E. Grievance Procedure Steps

1. Step 1 - Informal Discussion with Supervisor

- a. The grievance shall first be discussed on an informal basis by the grievant and his immediate supervisor within ten (10) 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.
- b. Every effort shall be made to resolve the grievance at this level, and may include conferences among supervisory and administrative

personnel. The immediate supervisor shall verbally respond to the grievant within ten (10) calendar days of the informal discussion between grievant and supervisor.

2. Step 2 - Written Grievance

- a. In the event the employee believes the grievance has not been satisfactorily resolved, the employee shall submit the grievance in writing to the supervisor within ten (10) calendar days after the receipt of the immediate supervisor's verbal response. The employee shall file one (1) copy with the Human Resources Department and with the Union.
- b. In larger departments, it may be necessary to involve the division or section head in the processing of the grievance at this level. In such departments, it shall be the responsibility of the employee to file one copy of the grievance with said division or section head at the initiation of Step 2. It shall be the responsibility of the supervisor to consult and involve the division head in any or all grievance meetings and in arriving at a written response to the aggrieved employee.
- c. Within ten (10) calendar days of receipt of the grievance, the immediate supervisor shall schedule a meeting with the employee to discuss the grievance. Within ten (10) calendar days of the grievance meeting, the immediate supervisor shall deliver his written decision to the grievant and his representative. Should the written decision of the supervisor propose a solution to the grievance, it shall be reviewed and approved by the department head prior to the delivery to the employee.

3. Step 3 - Department Head

- a. In the event the employee believes the grievance has not been satisfactorily resolved, the employee shall submit the grievance in writing to the department head within ten (10) calendar days after receipt of the immediate supervisor's written response.
- b. Within five (5) working days after receiving the completed grievance form, the department head or his representative shall meet with the employee to discuss the grievance. The department head shall deliver his written decision to the employee and his representative within ten (10) working days after the discussion.

4. Step 4 - County Administrator

- a. In the event the employee believes his grievance has not been satisfactorily resolved, he shall submit the grievance in writing to the County Administrator within seven (7) days from receipt of the department head's written response. A meeting of the parties may be held by mutual agreement of the parties.

- b. Within ten (10) working days from receipt of the grievance, the County Administrator shall deliver his written decision to the employee and his representative.

5. Step 5 - Arbitration

- a. If the grievance is not settled or disposed of at Step 4, the grievance may be submitted within ten (10) calendar days to the Human Resources Director who shall arrange for arbitration. The Arbitrator shall be selected from a panel provided by the State Conciliation Service. The hearing shall be conducted in accordance with the rules and regulations of the American Arbitration Association unless the parties mutually agree to other rules or procedures. The Arbitrator's decision and award shall be final and binding on the parties unless the grievance is based solely on a department policy or practice, in which case the matter may go to Step 6 as provided for below.
- b. The fees and expenses of the Arbitrator shall be shared equally by the parties involved. All other fees and expenses including, but not limited to those for witnesses, transcripts, and similar costs incurred by the parties during arbitration, will be the responsibility of the parties individually. When the grievant is representing himself, he shall be solely responsible for his share of such fees and expenses.
- c. Not more than one grievance shall be submitted to arbitration in the same proceeding without the consent of the parties, except that grievances based on the same set of facts which must necessarily be decided in the same way can be submitted in a single arbitration, subject to the consent of the parties.
- d. The County and the Union shall endeavor to prepare a submission agreement, setting forth the issue or issues to be submitted to arbitration and any stipulated relevant facts and principles. In the event of disagreement between the County and the Union, the issue or issues of the grievance shall be determined by the Arbitrator.
- e. For the purposes of such arbitration the Arbitrator shall have jurisdiction and authority to interpret the specific terms and provisions of this Memorandum of Understanding. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - 1. The interpretation, application, or legality of any federal, state or local law, ordinance or resolution adopted by the County's Board of Supervisors; however, if the Arbitrator, in his discretion, finds it necessary to interpret or apply such federal, state or local law or ordinance or resolution in order to resolve the grievance which has been submitted to arbitration, he may do so.

2. The interpretation, application, or legality of any or all of the County of Santa Barbara Civil Service Commission Rules, nor matters under the jurisdiction of said Civil Service Commission for which the Commission has established procedures or processes by which employees may appeal to, or request investigation or review by, said Civil Service Commission; however, if the Arbitrator, in his discretion, finds it necessary to interpret or apply such Civil Service Rules or matters under the jurisdiction of said Civil Service Commission in order to resolve the grievance which has been submitted to the Arbitrator, he may do so.
3. The interpretation, application, or the legality of the rules or regulations of the department head, or the County Administrator, or any other county agency or commission; however, if the Arbitrator, in his discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the Arbitrator, he may do so.

6. Step 6 - Board of Supervisors' Final Decision

The Arbitrator's decision and award provided for in Step 5 shall be final and binding on the parties UNLESS the Board of Supervisors, when the grievance is based solely on a department policy or practice, by majority vote, votes to set aside the decision and award of the Arbitrator within forty (40) calendar days from the date of their issuance. In such event, the Board of Supervisors shall deliberate concerning the grievance and, within a reasonable period of time (not to exceed forty (40) calendar days), shall arrive at a decision which shall be final and binding. Before such deliberations, the County Administrator, or his designated representative, and the Union Representative or the grievant shall present arguments concerning the grievance to the Board of Supervisors. Where possible, such arguments 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, but each party to the arbitration will remain responsible for its own expenses and costs of arbitration.

Section 37. No Strike Clause

Employees represented by the Union shall not take part in any strike, work action, or other concerted activity of any kind which will result in curtailing, restricting, or interfering with County services.

The Union agrees not to 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 an action interfering with the operation of the County for the purposes of inducing, influencing, or

coercing a change in the working conditions, compensation, and rights, privileges, and obligations of employment.

In the event that a strike, work action, or other concerted activity occurs in violation of this agreement, the Union 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.

The County agrees that during the term of this Agreement, the County shall not permit any lockout of employees from their worksite. The County retains the right to temporarily reassign employees, or to close down any unit or units for the safety of employees, property, equipment or the public. In the event an employee is unable to perform his assigned duties because equipment or facilities are not available due to a strike, work stoppage or slowdown by any other employees, such inability to provide work shall not be deemed a lockout.

Section 38. 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 Union expressly waives and relinquishes 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 Union 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 Union reserves the right to then take whatever lawful action deemed necessary.

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

Section 39. Meet and Confer During Term

The parties agree to reopen during the term of the contract to discuss health insurance contributions. In addition, either party may request to reopen on other issues during the term of the contract.

Section 40. Leave of Absence Policy

During the term of this agreement, the County may reopen negotiations on the issue of comprehensive leave of absence policy and related changes in terms and conditions of employment.

Section 41. Payroll Simplification

During the term of this agreement, the County may reopen negotiations on the issue of payroll simplification and/or modifications to the compensation and benefits 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 42. Back to Work Program

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

Section 43. Automatic Payroll Deposit

All employees 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 44. Conclusiveness of Agreement

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

Section 45. Severability

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

Section 46. Renegotiation

Either County or Union may serve notice to meet and confer concerning possible changes in the provisions of this agreement. Such notice shall be submitted in writing sixty days prior to the termination date of this agreement. It is the intent of the parties to conduct negotiations in such a manner as to reach a new agreement on or before the termination date of this agreement. If either party timely serves notice to meet and confer, the first negotiating session shall not commence earlier than sixty days or less than thirty days prior to the termination date of this agreement, unless the parties mutually agree otherwise.

The parties agree to continue negotiations regarding partial use of leave balances.

The parties will continue discussions regarding the feasibility of additional/more frequent meetings which would include all Public Health Department physicians.

In addition, either party may request to reopen on other issues during the term of this agreement.

Section 47. Term of Agreement

This Memorandum of Understanding shall continue in effect up to and including ~~October 3, 2010~~ November 24, 2013. 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 this Memorandum of Understanding conflict with the provisions of resolutions or Minute Orders previously adopted by the Board of Supervisors, the provisions contained herein shall prevail.

The County and Union agree that this Memorandum of Understanding shall not be binding upon the parties unless and until approved by the Union of American Physicians and Dentists and formally approved by the majority of the County Board of Supervisors.

DATED: _____

COUNTY OF SANTA BARBARA

DATED: _____

UNION OF AMERICAN PHYSICIANS
AND DENTISTS
