

MEMORANDUM OF UNDERSTANDING  
COUNTY OF SANTA BARBARA AND  
SANTA BARBARA COUNTY FIRE FIGHTERS, INC., LOCAL 2046

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MEMORANDUM OF UNDERSTANDING BETWEEN  
COUNTY OF SANTA BARBARA AND  
SANTA BARBARA COUNTY FIRE FIGHTERS, INC., LOCAL 2046

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 Fire Fighters, Inc., Local 2046, 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:

- A. Firefighter Non-Supervisory--Unit 12
  - Fire Engineer-Inspector
  - Fire Equipment Operator
  - Fire Equipment Operator, Assistant
  - Firefighter
  
- B. Firefighter Supervisory--Unit 13
  - Fire Captain
  - Fire Equipment Operator, Supervising

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 this 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, insurance premiums and other deductions as agreed between the parties 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. 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 organizations, operations, and technology of performing its work; to determine the mission, functions, 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. Moreover, the County Fire Chief or his designated representative retains complete authority to assign employees in classifications represented by the Union to meet the Fire Department's operational needs; assignments made under this authority are at the sole discretion of the Fire Chief and are not subject to appeal.
- B. The County 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. 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.
- E. Notwithstanding the above, nothing herein shall constitute a waiver of rights guaranteed to the parties under the Meyers-Milias-Brown Act (Govt. Code §3500 et seq.)

SECTION 6. Union Rights

- A. Prior to making any changes in the Fire Department rules and regulations that affect working conditions, the County will provide the Union with reasonable notice of the proposed rule change and an opportunity to respond in writing.

- B. The Union may furnish a bulletin board at each main work location for the conduct of Union business. The size and location of such bulletin board shall be determined jointly by the Fire Chief and the Union.

All materials to be posted on such bulletin board shall be nondefamatory, must be approved and signed by a Union official and shall be used only for information related to the following subjects:

1. Union recreational, social and related news bulletins;
2. scheduled Union 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.

- C. The Department agrees to institute policies and procedures during the term of this agreement that create an incident review program, which includes a review team that shall include a designated Union representative. The review team will establish guidelines and protocols for areas under its purview.

#### SECTION 7. Salaries

- A. Effective December 19, 2016, salaries for classifications represented by the Union shall be increased by 2.0 %.
- B. Effective February 27, 2017, salaries for classifications represented by the Union shall be increased by 2.0%.
- C. Effective July 3, 2017, salaries for classifications represented by the Union shall be increased by 1.0%.
- D. Effective July 2, 2018 , salaries for classifications represented by the Union shall be increased by 3.0%.

#### SECTION 8. Hours of Work

Employees in staff assignments shall work a 40-hour, four-day or five-day work week, or another work schedule constituting 80 hours in a pay period. The Fire Chief shall determine and approve specific work schedules. Employees in staff assignments may be temporarily or permanently reassigned from a 40-hour work week to a shift schedule to meet operational requirements. In the event of a permanent change in the work schedule, the Fire Chief shall give advance notice to the Union and upon request provide an opportunity to meet.

Employees in shift assignments shall work an average annual work week of fifty-six (56) hours on a twenty-four (24) day cycle. A work shift shall be twenty-four (24) consecutive hours beginning and ending at 0800 hours. The Fire Chief shall establish an official shift schedule annually. Employees on a shift schedule may be temporarily or permanently reassigned to a 40-hour work week or a different shift schedule to meet operational requirements.

Employees assigned to an emergency incident shall be considered on duty from the time they leave for the incident until the time they return from the incident. All hours spent in response to such incidents will be considered as hours worked and employees in job classifications represented by Local 2046 shall be compensated in accordance with the terms of their MOU. These 'portal to portal' pay provisions shall remain in full force and effect unless and until either party serves notices on the other party to modify or eliminate them.

#### SECTION 9. Constant Staffing

The number of established post positions, as determined by the County from time to time shall be filled as provided below to maintain necessary minimum staffing levels. Uncovered established post positions on the annual shift schedule shall be first offered to qualified employees on a voluntary basis. If such established post positions are not filled by permanent appointments, or if permanently appointed employees are absent or unavailable, qualified employees in staff or shift assignments shall be assigned to fill uncovered established post positions. Staff or shift employees working on an established post necessary to maintain staffing levels shall be paid for time worked at a rate consistent with the overtime provisions of this agreement. Employees in staff assignments (non-shift assignments) working an established post to maintain minimum staffing shall be paid at the shift assignment rate for their classification and salary range step. Unless an employee qualifies for a higher rate of pay pursuant to Section 418 of the Santa Barbara County Civil Service Rules, an employee working an uncovered post position shall be paid only such amount as is authorized for the position to which he/she was permanently appointed.

For constant staffing purposes, on-duty employees participating in training outside the county but within one-hour recall may be included in any evaluation of in-county strength.

#### SECTION 10. Shift Exchange

Employees may exchange work shifts voluntarily with advance notice and approval from the Fire Chief or his designated representative.

Employees exchanging shifts shall be of equal rank unless in the opinion of the Fire Chief, or his designee, operating efficiency will not be reduced by the proposed exchange between ranks.

A shift exchange shall be of at least one hour's duration, but no longer than twenty-four (24) hours. The payback of a shift exchange shall be within twelve (12) calendar months of the shift exchange worked.

An employee who owes six or more shift exchanges (maximum 144 hours) will not be eligible to incur more shift exchanges unless specifically authorized by the Fire Chief or his designated representative.

The County and Fire Department are not responsible for shift exchange arrangements made between employees. Outstanding shift exchange paybacks are the responsibility of the

individual employee. Employees working shift exchanges shall receive no additional monetary or other compensation from the County.

Each employee is responsible for his/her own shift schedule assignment. Shift exchanges taken off will be reported and treated as leave with pay, provided the replacement employee reports for and performs work as arranged. If a replacement employee is not so provided, the employee taking time off shall:

1. Report for duty rather than take the shift exchange;
2. Arrange for an alternate replacement employee;
3. By mutual agreement between the employee and the Fire Chief, reschedule the regular shift; or,
4. Be treated and reported as being on leave without pay.

#### SECTION 11. Early Relief and Daylight Savings Time

Early relief of employees in shift assignments on a voluntary basis may be authorized at the discretion of the Fire Chief or his designated representative. Early relief, when authorized, may occur between 0600 and 0800 of the same morning. When such early relief occurs, time worked for purposes of payroll shall be as of 0800.

Due to going on daylight savings time each April and off each October, shift assignment employees work either an extra hour or one hour less than the regular (24) hour shift. For purposes of payroll time reporting the shifts affected by the change on to and off of daylight savings time shall be treated as a regular 24 hour shift.

The exception to strict adherence to actual time worked for payroll is for the convenience of the employees. The County and Fire Department are not responsible for early relief arrangements or individual hardships that occur due to daylight savings. The Union shall indemnify, defend, and hold the County harmless for any and all claims, demands, lawsuits, or any other action arising from the provisions of this agreement.

#### SECTION 12. Stand-By Duty

Stand-by Duty procedures may be established by the Fire Chief in accordance with the provisions of the salary resolution. Employees assigned to stand-by duty by the Fire Chief shall be compensated and governed by the following:

- A. Stand-by duty requires that employees so assigned:
  1. Be ready and take steps immediately to respond to calls for their services.
  2. Be readily reachable by telephone or paging device.
  3. Remain within a specified distance or time from their work stations.
  4. Refrain from activities which might impair their ability to perform their assigned duties.
- B. Compensation shall be at the rate of \$4.00 per hour for each hour on such stand-by duty and shall be paid at the same time as scheduled for the pay period in which the stand-by duty was performed.

- C. Stand-by duty pay, when properly authorized, shall be paid for a minimum of one hour.
- D. Employees other than those exempted for overtime compensation shall, when called to active duty while on stand-by duty status, be compensated for such active duty at the applicable overtime rate. Work time for an employee called to active duty while on stand-by status shall begin at the time of notification to report to a job site and shall continue until the employee stops work. A minimum of one hour at the appropriate rate shall be paid in those cases when an employee on stand-by status is required to report to a job site, but the minimum shall not apply for work performed at another location.
- E. No employee shall be paid for stand-by duty time and other compensable duty time simultaneously.

### SECTION 13. Emergency Call-Back

When an employee who is not on duty or not receiving stand-by duty pay reports to duty in response to a call from the Fire Chief or his designated representative, said employee shall be entitled to a minimum credit of two (2) hours paid time. All hours worked on an emergency call-back shall be paid at the employee's applicable hourly rate.

### SECTION 14. Overtime

Overtime for eligible employees, including Fire Captains, in staff assignments shall be defined as hours worked in excess of 80 hours in a fourteen day work period. Overtime for eligible employees, including Fire Captains, in 56 hour work week shift assignments shall be that time worked in excess of the standards of the Fair Labor Standards Act (hereinafter FLSA) for a 24 day work period. For the purpose of computing overtime, all regular hours in a paid leave status shall be considered as hours worked.

Notwithstanding the above paragraph, all overtime eligible shift employees who report regular hours worked for a full biweekly pay period including paid leave hours shall have six (6) hours of their regular shift hours paid at their overtime rate for that period. For shift employees reporting less than a full biweekly pay period in a paid status, this overtime amount shall be paid on a prorated basis according to the number of hours actually worked on the regular shift work schedule including hours in a paid leave status. Overtime payments shall be paid at the same time as the regular salary is paid for the biweekly pay period in which the overtime is worked.

Overtime for all covered employees shall be compensated at one and one-half times the employee's regular FLSA rate of pay. Accrued overtime shall be paid at the same time as the regular salary is paid for the pay period in which the overtime is worked provided:

1. the work is authorized by the Fire Chief or his designated representative in advance; and,
2. the work is performed for at least two-tenths of an hour (12 minutes).



Computation of probationary periods, retirement benefits, sick leave, vacation time, merit increase periods, or other similarly computed periods of benefits shall be based on regularly scheduled hours of work (40 hours for staff employees and an average 56 hours for shift employees in a work week). Overtime hours worked in excess of regularly scheduled hours of work shall not be included in such computation.

The County will meet informally with Local 2046 no later than February 27, 2017 to discuss the possibility of overtime payment through compensatory time. In the event the parties are unable to come to agreement on this issue, neither party shall have recourse to impasse procedures.

SECTION 15. Vacation

A. Vacation with pay shall accrue on an hourly basis as follows:

Service Years	Hourly Accrual	Annual Accruals		Maximum Allowable Accrual
		Staff Assignments	Shift Assignments	
0-2 yrs.(0-24 mo.)	.0463hrs	96 hrs.	134 hrs.	288hrs.
3-4 yrs.(25-48 mo.)	.0616hrs	128 hrs.	179 hrs.	368hrs.
5-10 yrs. (49-120 mo.)	.0731hrs	152 hrs.	213 hrs.	440hrs.
11-14 yrs.(121-168 mo.)	.0847hrs	176 hrs.	246 hrs.	440hrs.
15+ yrs.(169+ mo.)	.0962hrs	200 hrs.	280 hrs.	500hrs.

- B. For employees in designated shift assignments, the Maximum Allowable Accrual shall be multiplied by a factor of 1.4.
- C. 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. Upon successful completion of six (6) months continuous service, the employee shall receive vacation credit for the initial six (6) months of service.
- D. Notwithstanding the provisions of Paragraph A and B above, an employee absent due to a work-related injury, receiving Workers' Compensation Temporary Disability or compensation in accordance with Section 4850 of the California Labor Code, 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.
- E. No payment in lieu of vacation shall be made to any employee except upon termination of employment or as provided for in Section I and upon proper certification to the Auditor-Controller by the department head of such accrual. Then such employee shall be paid for his/her accumulated vacation based upon his/her accrual as of the date of termination.

- F. Vacation shall not include any regular holidays taken during a vacation period.
- G. Vacation shall be taken at the time designated by the appointing authority.
- H. Vacation usage may not exceed the accrued vacation balance reported at the end of the prior pay period.
- I. Employees with more than five years of County service may -- once during each calendar year and with the approval of the department head -- request pay for up to eighty hours if in a staff assignment or one hundred twelve hours if in a shift assignment 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 if in a staff assignment or fifty-six if in a shift assignment. 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). This vacation conversion provision shall be eliminated effective April 10, 2017.

SECTION 16. Holidays

- A. Holidays regularly observed by the County for employees represented by the Union are:
  - New Years' Day, January 1
  - Dr. Martin Luther King, Jr. Day, 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, the day after Thanksgiving
  - Christmas Day, December 25th
  - Floating Holiday (see paragraph B below)
- B. All regular employees, including probationary employees, in a pay status for any portion of Pay Period 1 shall receive credit for the floating holiday as follows. Employees in staff positions shall be credited with twenty-four (24) hours holiday leave (part-time employees receive a prorated equivalent), which must be used during the payroll year and may not be accumulated from year to year. For the purposes of Section 16 B only, Employees in Heavy Equipment classifications represented by Local 2046 shall be considered as working in staff positions. Employees in shift assignments shall receive a holiday in lieu payment in accordance with Paragraph E.

- C. Holiday leave shall be subject to the approval and/or with reasonable notice taken at the direction of the appointing authority or designee. The floating holiday credit may be used in the same pay period in which it is accrued, subject to the provisions above.
- D. County holidays which fall on Saturdays 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. County holidays which fall on Sundays 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. Holiday Compensation for Shift Employees and Fire Equipment Classifications -- Each pay period in which a holiday occurs, shift and Fire Equipment employees shall receive additional compensation at the rate of one-tenth of the employee's basic biweekly 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, which time off shall be deemed full compensation for such holiday.
- F. Holiday Compensation for Staff Employees -- Staff employees not receiving holiday time off on a regularly scheduled work day shall receive equivalent (i.e., hour-for-hour) holiday credit in accordance with the following provisions. Reference to eight (8) hours shall apply to full-time employees; part-time employees shall receive a pro-rated equivalent.
  - 1. In the event an observed holiday falls on an employee's regularly scheduled day off, the employee shall accrue holiday leave up to eight (8) hours.
  - 2. In the event an employee is required to work on a holiday which falls on the employee's regularly scheduled work day, the employee shall accrue compensatory holiday time on an hour for hour basis for all hours worked up to eight (8) hours.
  - 3. In the event an employee is required to work on a holiday which is not a regularly scheduled work day, the employee will be compensated in accordance with the overtime procedures; the employee shall, in addition, accrue compensatory holiday leave on an hour for hour basis for all hours worked up to eight (8) hours.
- G. Employees who accrue holiday time shall take the compensatory time during the payroll year in which the holiday is accrued. Employees shall make every effort to reduce their accrued holiday balances as quickly as possible by taking paid leaves of absence. Employees leaving County service shall be paid for holiday leave balances which have not been otherwise compensated.
- H. 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.

## SECTION 17. 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 on the Leave Report at the end of the pay period immediately preceding the pay period in which the leave is taken.
- D. 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 for more than two consecutive shifts during the time for which sick leave was requested. Under no circumstances is sick leave to be used in lieu of or 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 his/her immediate family is seriously ill or injured and requires his/her presence and attendance, an employee may be allowed by the appointing authority to use up to five days (40 hours) for staff assignments or three shifts (72 hours) for shift assignments of his/her accumulated sick leave to attend such family member; provided, that not more than five days or three shifts per year may be allowed for the illness or injury of any one member of the employee's immediate family.  
  
Notwithstanding the above limitations, subject to department head approval, an employee may exceed the five day/three shift limit to care for an immediate family member who has a catastrophic or life-threatening illness as verified by a physician's statement.
- F. Up to a maximum of five days (40 hours) for staff assignments or three shifts (72 hours) for shift assignments of his/her 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/her immediate family.
- G. For the purposes of E and F above, "immediate family" is defined as husband, wife, parent, brother, sister, child, grandparent, grandchild, and mother-in-law or father-in-law of the employee.
- H. 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 or service, except that unused sick leave balances shall be reinstated for employees rehired into the County service within one year of separation. No payment shall be

made to any employee for unused sick leave accumulated to his/her credit at the time of termination from County service.

## SECTION 18. 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 section 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 17, Paragraph G) requiring the employee's attendance.

In addition to catastrophic leave, this section provides a mechanism that will allow members of Santa Barbara County Fire Fighters Local 2046 to donate accrued vacation, overtime, or holiday hours to a leave pool from which members of the Union's Executive Board can draw to offset hours spent in Union leadership meetings or on other Union business. The intent of this agreement is to allow members of the Union's Executive Board to attend professional conferences and seminars and to work on issues of mutual benefit to Labor and Management in the Santa Barbara County Fire Department without using personal leave balances to cover all the time they need to engage in these activities. Examples of such conferences and seminars are the Wildland Safety Officers Conference and the International Association of Firefighters (IAFF) Human Relations Conference, IAFF Fire Service Symposium, and IAFF Legislative Conference.

### Conditions: Catastrophic Leave

- A** To receive catastrophic leave donations, an employee:
- must have been employed in a regular position for a minimum of one year;
  - 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 except for 24 hours of sick leave (if related to the employee's own illness), and except for a total of 24 hours of vacation, overtime, and holiday credits combined.
- B** Donated leave shall be changed to its cash value at the donor's base rate of pay and the cash value will be credited to a leave pool. If funds are available in the leave pool, employees eligible to receive donations from the pool will be credited with enough hours in a given period to enable the employees to code time sheets as they would have prior to the catastrophic illness or injury. The number of hours needed

will be converted to cash value at the recipient's rate of pay, and that amount will be deducted from the pool.

**C. Donations:**

- are voluntary and may be given by any County employee;
- 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 any donated hours unused shall remain available in the leave pool for the use of future recipients. Moreover, if a recipient is reimbursed, e.g. by Worker's Compensation Insurance, for hours drawn from the leave pool for catastrophic illness or injury, the cash value drawn from the pool shall be reimbursed first, and any remaining funds shall be used to reimburse the employee for any leave balances used; 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 eligible employee may not draw hours from the pool for more than 8 pay periods in connection with a single catastrophic illness or injury.

**E.** An employee may not donate more than eighty (80) hours to the catastrophic leave pool at one time.

**F.** Upon verification that an individual's request for pool hours meets the conditions set forth to receive donated hours, or if the Union and the Fire Department agree that there is a need to augment the hours in the pool available for use, the Fire Chief (or his/her designee) shall, at the Union's request, post a notice of the need for donations on departmental bulletin boards accessible to employees; confidential medical information shall not be included in the notice.

**G.** 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 policy modify existing County rules, policies or agreements regarding unpaid leave of absence or family care leave.

Conditions: Union Leadership Activities Leave Hours

Each member of the Union may voluntarily donate up to four (4) non-revocable hours of vacation, overtime, or holiday leave balance annually to a leave pool for Union Leadership Activities. Donated leave will be converted to its cash value based on the donor's base rate of pay. The dollar value will then be credited to the leave pool. Leave hours drawn from the pool will be allocated at the recipient's base rate of pay.

Time off to participate in these activities is subject to approval by the Fire Chief. Subject to that approval, during the term of this agreement, the County will allow the Union's Executive Board to request leave not to exceed 360 hours total annually for all Executive Board members.

Requests for leave will not be unreasonably denied provided that:

- A. The requested leave is for participation in activities consistent with the intent of this agreement as stated above.
- B. The request for leave is made to the Fire Chief or his designee at least fifteen (15) days in advance.
- C. The Union does not request that such leave be effective for more than four (4) employees on any workday.
- D. The operations of the department will not be adversely impacted because of the absence of the employees who request leave.
- E. The request for leave does not include days on which the recipients would normally be off duty.

All leave donations shall be administered according to procedures established by the Auditor-Controller and the Fire Department, 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.

#### SECTION 19. Medical and Dental Coverage

- A. For new employees, medical and dental coverage benefits under this Section shall be effective at the start of the third pay period of employment in a regular position.
- B. During the term of this agreement, the County shall pay up to 100% (pro-rated for part-time employees) of the least expensive EPO employee-only premiums.. The County shall contribute up to \$13.03 twice monthly toward the cost of the 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
- Fire Fighter Medical Plan
- HMO Medical Plan(s)
- Point of Service (POS) Medical Plan

\*All medical plans include employee assistance program coverage.

##### Dental

- Indemnity Dental Plan
- Fire Fighters Dental Plan

- HMO Dental Plan
- C. Employees may insure their eligible dependents under the medical and dental plans listed in B above, in accordance with the rules and regulations applicable to obtaining said dependent coverage.
- D. The County shall meet and confer with the Union prior to reducing the level of benefits provided by the Self-Funded dental insurance plans.
- E. The Union may offer the Firefighters' Medical, Prescription Drugs and Dental Plans as an alternative to the Self-Funded Medical/Dental Plans and HMO Plans. The County may collect through payroll deduction from each employee participating in the Firefighter Plans a charge for allowing the employee access to the County's employee assistance program. These optional plans shall be made available through payroll deductions in accordance with procedures established by the Auditor-Controller. The County contributions toward medical and dental plans coverage, as provided for in Paragraph B above, may be applied to the corresponding premium schedule of the optional Firefighter medical and dental plans. The County does not agree to any additional contributions toward employee or dependent premiums in conjunction with the optional health plan.
- F. The Union shall meet and confer with the County prior to increasing the number of medical and dental plans offered through the County payroll system.
- G. If two regular County employees are married to each other 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 two or more dependents" coverage held by one of the employees. In this situation, one employee (referred to below as the "spouse") 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 is insured as a dependent on the primary employee's medical and dental plan insurance;
- The spouse has waived employee-only coverage;
- Both employees have authorized the consolidation of contributions on a form prescribed by the Assistant CEO/HR Director.

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 employee premiums for the respective medical and dental plans, less the cost of participation by the spouse in the Employee Assistance Program. The appropriate contributions shall be made by the respective departments employing each employee.



SECTION 20. Health Insurance Benefits During Medical Leave of Absence

- A. Employees who are absent from work due to a medical condition including injury, illness, pregnancy or childbirth shall receive the County contribution toward health plan coverage (as provided in Section 19) for a leave period up to 18 months. Premium amounts exceeding the County contribution and for dependents shall be the responsibility of the employee during the leave period.

For purposes of this section, time spent on leave of absence while on temporary disability covered by Labor Code §4850 shall not be considered as part of the 18-month period set forth above. If at the beginning of the leave period, the employee has paid leave accruals in excess of 3120 hours for staff employees or 4368 hours for shift employees, the County will continue to make its contribution toward health plan coverage while paid leave is being used on a full-time basis (i.e., 80 hours per pay period for staff employees or 112 hours per pay period for shift employees).

- B. Notwithstanding the provisions of Civil Service Rule XIV, a temporarily disabled employee may request an unpaid leave of absence prior to exhausting all accumulated sick leave and compensatory time off, the granting of which shall be subject to the approval process in effect for such leaves of absence.

SECTION 21. Flexible Spending Account Plan

- A. All full- 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 pre-tax 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 Account 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 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 22. Benefit Allowance

- A. The County shall contribute \$ 270.15 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 entire amount or the remainder in cash.
  
- B. 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 23. Retirement

- A. The County offers the following retirement plans:
  - 1. Employees Hired Before October 10, 1994  
Safety Plan 4A: 3% @ 55, half-rates, FAS-1
  - 2. Employees Hired On or After October 10, 1994 and before January 1, 2013,  
Safety Plan 4C: 3% @ 55, half-rates, FAS-3
  - 3. New Members as defined in Government Code Section 7522.04 (f) hired on or after January 1, 2013, Safety Plan 8: 2.7% at age 57, full rates, FAS – 3 as set forth in Government Code Section 7522.25 (d)
  
- B. On or after September 1, 2017, the parties will reopen negotiations on the issue of employee retirement contribution rates, potential related salary adjustments, and a mechanism whereby employees may prefund post-retirement medical benefits. The Association shall have full impasse rights related to such negotiations at that time.
  
- C. The County may adjust the employee contribution rates to the retirement system 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 to the Union and upon request provide an opportunity to meet. The purpose of meeting will be to discuss the implementation of the contribution rate changes. The effective dates of rate adjustments shall be in accordance with the applicable provisions of the County Employees Retirement Law of 1937.
  
- D. Employees hired on or after December 19, 2016 are not eligible for the retiree medical subsidies provided to employees hired prior to that date.

## SECTION 24. Educational Incentive

- A. Employees who have completed their original probationary periods shall be eligible for an educational incentive benefit as provided below:
1. To be eligible for educational incentive pay, a person must receive written pre-approval from the Fire Chief. The employee's letter must list class name, course number, and location of course. The Fire Chief reserves the right to deny a course due to inappropriate course content.
  2. Educational incentive shall be paid for successful completion of approved college level or equivalent courses at the rate of \$100 per unit. For hourly classes without assigned units, 14 hours of class work will be equal to one unit. College level self-study courses will be evaluated in the same manner as on-campus courses. Educational incentive for the actual cost of training up to \$300 per course shall also be paid for successful completion of approved certificate training courses that are identified by the Fire Chief or his designee in the Department's "Policies and Procedures."
  3. All coursework must be job related, and technical or professional in nature; this will be determined by the Fire Chief.
  4. Off-duty classroom attendance is required except in cases where the Fire Chief has authorized a self-study course.
  5. The Fire Department will annually budget \$27,231 for the educational incentive account. The Fire Chief may deny pre-approval of a course or courses if no fund balance remains.
- B. Payment shall be made upon presentation to the Auditor-Controller of a claim for payment, together with an official final transcript or certificate or other acceptable evidence of successful completion of the college course or training course.
- C. The payments provided shall only be made for courses completed through regular attendance, and such expenditure shall be the sole County payment for these courses. Payment will not be made for grade points of below 2.0 or for incomplete grades. Educational incentive will be given for a course only one time -- no repeat classes.

## SECTION 25. Mileage Reimbursement

Employees who are authorized in advance to use their personal vehicles for County business, shall be reimbursed for each mile driven on County business. Said reimbursement shall be at the rate per mile exempted by the Internal Revenue Service for reporting of income and shall not exceed the mileage costs charged for County non-emergency vehicles.

SECTION 26. EMT-D Allowance

The County shall pay an allowance equivalent to 4.0% of base pay to all employees who possess a valid EMT-D certificate.

SECTION 27. Paramedic Allowances

Employees authorized and regularly assigned by the Fire Chief to paramedic duties shall receive an allowance separate from basic salary but payable at the same time as the regular compensation. Employees shall be certified and must maintain proper certification as paramedics to qualify for said allowance, which shall be paid according to assignment as follows:

- A. 11% of FF “E” step for Core Paramedic positions
- B. 8% of FF “E” step for Non-Core and Staff Paramedic positions
- C. 13% of FF “E” step for Paramedic Training Officer Positions

In order to be eligible for the Core Paramedic allowance, employees must make a three year commitment to serve in Core Paramedic positions assigned by the Fire Chief or his designated representative.

Employees who are participating in the Mobile Intensive Care Paramedic Program, receiving the biweekly Paramedic premium pay and who, with the approval of the Fire Chief, complete the necessary continuing education and examination requirements to obtain recertification for the Mobile Intensive Care Paramedic Program as prescribed by the County shall receive a recertification payment of two hundred and fifty dollars (\$250.00) provided the employee has not received the recertification payment during the past two-year period and provided the employee remains certified and active in the Paramedic Program for an additional two-year interval.

The Fire Chief shall designate in writing to the Assistant CEO/HR Director those employees authorized and assigned.

SECTION 28. Staff Incentive

Employees authorized and regularly assigned by the Fire Chief to staff positions shall be paid per the schedule below. This additional sum shall be considered as an allowance separate from basic salary, and shall be payable at the same time as the regular basic salary. Employees must annually qualify with an overall satisfactory job performance rating in order to maintain said allowance.

The Fire Chief shall designate in writing to the Assistant CEO/HR Director those employees authorized and assigned.

- A. 11.5% of Fire Engineer “E” step for Fire Engineer-Staff positions
- B. 11.5% of Fire Captain “E” step for Fire Captain-Staff positions

In order to be eligible for this incentive, employees must make a two year commitment to serve in staff positions assigned by the Fire Chief or his designated representative.

#### SECTION 29. Uniform Allowance

- A. Employees shall be provided a standard complement of shirts, slacks and other required clothing at the time of employment. Employees shall also receive a uniform allowance of \$800 per year paid biweekly, which represents reimbursement for costs associated with purchase and maintenance of all elements of the uniform with the exception of those elements that the Department provides in accordance with Section 502.70 of the Department's Policies and Procedures.:
- B. If an employee receiving uniforms as provided above terminates employment with the County within twelve months following date of hire, the final compensation shall be reduced by a prorated amount for the cost of the uniforms based on the number of months, or major fractions thereof, remaining between the date of termination and the end of the twelve-month period from the date of employment.
- C. Employees with more than six months continuous County service shall receive the uniform allowance in equal biweekly payments.
- D. During the term of this agreement, the department shall maintain washers and dryers in each fire station. Shift employees will be able to launder their own uniforms at the station.

#### SECTION 30. Transportation Demand Management

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

#### SECTION 31. Safety/Non-Safety Positions in Staff Assignments

The Fire Chief shall have the option to utilize non-safety positions in a staff assignment for any of the following reasons:

1. Recruitment for a safety member fails to produce an acceptable candidate; or
2. The open position would provide the potential for a department to bring in a non-Safety person who meets protected group status; or
3. A non-safety member candidate has technical qualifications that would improve the department's expertise in the open position.

The County and the Union acknowledge that the following positions may be staffed with non-safety personnel:

- Development and review firefighter, engineer, and captain
- Energy review engineer and captain
- Enforcement and inspection services engineer and captain (excluding Arson Investigator/Peace Officer positions and Fire Marshal position)

- Services captain and engineer
- Training/public education captain and engineer

The Fire Chief will not fill more than a total of four of the above positions with non-safety personnel, and retains the option of returning a non-safety appointment to safety member status if a non-safety member vacancy occurs.

The parties agree that the Fire Chief shall consider internal candidates as well as non-safety candidates as each of these vacancies occurs.

### SECTION 32. Physical Conditioning

The County and the Union recognize that healthy, physically conditioned employees are more effective and efficient and enhance the overall safety of all personnel. To this end, the parties support and endorse individual physical conditioning and each will cooperate in the development and implementation of physical conditioning programs for all employees.

The County may require an employee to undergo a physical examination as it directly relates to the goals of the Physical Conditioning Program. The County shall bear the cost of the examination. The County Health Officer and the attending physician shall determine the scope and extent of the exam. To the extent possible, examinations shall be scheduled during the employee's regular working hours.

The results of the examination shall be provided to the employee and, upon request, the employee shall be given an opportunity to meet and discuss the examination results with the examining physician. It shall be the responsibility of the employee to take remedial measures or any treatment, including but not limited to, participation in the physical conditioning program, recommended by the examining physician.

### SECTION 33. No Smoking Policy

Employees shall not, as a condition of continued employment, use in any manner tobacco products on duty. For the purposes of this Memorandum of Understanding, tobacco products shall be defined as any form of tobacco including, but not limited to, chewing or smoking products.

Employees who use tobacco products while off duty and who wish assistance to quit will be offered help through the Employee Assistance Program. If the assistance cannot be accommodated through County facilities/programs, the County will reimburse the employee for recommended care not to exceed \$500. It is the parties' understanding that employee health insurance shall be utilized first as a means of paying for the recommended assistance programs.

Employees who are under a licensed physician's care to stop smoking may utilize "nico-care" chewing gum or other related nicotine products to assist them in quitting smoking. The Fire Chief, or his designee, may require evidence in the form of a physician's certificate to verify such need.

#### SECTION 34. 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/her authorized representative at his/her 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/her 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.

#### SECTION 35. Performance Evaluations

Employees shall be given an opportunity to read and sign their performance evaluations prior to placement of the evaluations in the employees' official personnel files. That an employee has signed a performance evaluation does not mean the employee agrees with the evaluation, but such signature shall be evidence of the employees' 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.

#### SECTION 36. Survey Jurisdictions

The County agrees that, in the future, the survey jurisdictions for fire classifications shall be Carpinteria, CDF, Kern, Lompoc City, Montecito, Orange County, Santa Barbara City, Ventura County. The County shall determine which classifications in these jurisdictions are equivalent or comparable to the County classifications for survey purposes.

#### SECTION 37. Labor-Management Committee

There shall be a Labor-Management Committee consisting of at least three Union members designated by the President and an equal number of County representatives designated by the Fire Chief. The committee size shall not exceed eight members. The committee shall meet at least quarterly or more frequently by mutual consent of the parties. The committee shall have the authority to make recommendations to the Union and the County.

#### SECTION 38. 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 of an alleged violation, misinterpretation or misapplication of this Memorandum of Understanding, written Departmental or 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.

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 of Understanding, 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. Non-discrimination - Any employee represented by the Union may file a grievance or may authorize by signature the filing of a grievance on his/her behalf 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/her representative. However, corrections in citations or other clarifying amendments can be made at any time by the grievant or his/her representative.
5. Notice of Meetings - Whenever possible, both the County and the employee or his/her 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 a 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/herself individually at any step of the Grievance Procedure.
  - c. An employee may not change his/her designation of representative organization, other than designating himself/herself, 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 Human Resources 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/her 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. Employees 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/her 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 location 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/her representative who is a County employee shall not leave his/her job to perform any grievance preparation work unless he/she receives permission from his/her supervisor.

(2) When an employee or his/her representative must go into a section, department or work unit to investigate a grievance, he/she shall be permitted to do so, provided he/she explains the purpose of the visit and whom he/she is visiting to the supervisor of said section, department or work unit.

c. Grievance Meetings

(1) An employee or his/her representative who is a County employee shall, upon notification of his/her supervisor, be granted time off to attend grievance meetings scheduled pursuant to Section E of this Procedure.

(2) An employee or his/her representative who is a County employee shall notify his/her 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/she must participate.

d. An employee or his/her 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/her 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 with 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 his/her 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/her written decision to the grievant and his/her 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 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/her representative within ten (10) working days after the discussion.

4. Step 4 - County Executive Officer

- a. In the event the employee believes his/her grievance has not been satisfactorily resolved, he/she shall submit the grievance in writing to the County Executive Officer within seven (7) working 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 Executive Officer shall deliver his written decision to the employee and his/her representative.

5. Step 5 - Advisory 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 Assistant CEO/HR Director who shall arrange for advisory 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.
- b. Except as indicated in subsection "e" below, 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/herself, he/she shall be solely responsible for his/her 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. 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 phase of the process shall be borne by the grievant.
- f. For the purposes of the arbitration the Arbitrator shall have jurisdiction and authority to interpret the specific terms and provisions of this Memorandum of Understanding, written Departmental or County ordinances, rules, regulations, policies or procedures and any other written agreement between the parties.

Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding, written Departmental or County ordinances, rules, regulations, policies or procedures or any other written agreements between the parties 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, or the legality of any ordinance or resolution adopted by the County's Board of Supervisors; however, if the Arbitrator, in his/her 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/she 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/her 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/she may do so.

3. The legality of the rules or regulations of the department head, or the County Executive Officer, or any other County agency or commission; however, if the Arbitrator, in his/her 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/she 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, 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 Executive Officer, or his/her 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 39. 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 the work of the Fire Department or other 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, sick-out, 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 Fire Department or 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.

#### SECTION 40. Civil Service Rule Changes

Prior to implementing any change in the Civil Service Rules which affects matters within the scope of representation, the County will provide the Union with an opportunity to meet and confer.

#### SECTION 41. Underfilling

The County reserves the right to appoint individuals in accordance with the County underfilling policy (as may be superseded by a Civil Service Rule regarding underfilling), subject to the following limitations:

1. Non-supervisory class individuals not fully qualified in a supervisory class shall not supervise or give direction to individuals in a supervisory class. However, a non-supervisory class individual may serve as a lead worker with respect to individuals in non-supervisory classifications.
2. Duration of an appointment pursuant to the underfilling policy shall not exceed two years from date of appointment.
3. Appointments pursuant to the underfilling policy shall be limited to administrative support positions (except Training) and non-supervisory positions in the Fire Protection and Office of Emergency Services Divisions.
4. Underfilling appointments shall be limited to one classification below the authorized classification.

#### SECTION 42. Driver License Requirements

The following provisions supplement Department policy Section 516.10 (Driver's License) and shall apply to those employees required to possess a valid California Driver License in order to perform their job duties.

1. It is the responsibility of affected employees to maintain required licenses. An employee who becomes unable to drive for any reason, including but not limited to, lapse, suspension or revocation of a driver license, shall promptly inform his/her appointing authority.
2. Loss of Driver License for Other Than Medical Reasons

An employee who loses his/her driver license for other than medical reasons is subject to non-disciplinary separation in accordance with Civil Service Rule 1103, provided however, in circumstances in which the employee loses driving privileges for a period of no more than one year, the appointing authority may at his/her

discretion (provided that in exercising this discretion the department head shall not act in an arbitrary or capricious manner) offer one or both of the following options to non-disciplinary separation:

- A. Where deemed feasible within the sole determination of the appointing authority, the employee may be reassigned to duties within the classification not requiring the employee to drive.
- B. The employee may receive a leave of absence without pay for the period during which the employee is not licensed to drive.

An alternative to non-disciplinary separation (either A or B above) shall be available to an employee no more than once during his/her employment with the County.

3. Loss of Driver License for Medical Reasons

An employee who loses his/her driver license for medical reasons shall have his/her medical status reviewed to determine whether a temporary reassignment or other reasonable accommodation is warranted. If a temporary assignment or other reasonable accommodation is not available, the employee's status shall be determined in accordance with applicable Civil Service Rules and the law.

- 4. Irrespective of Paragraphs 2 and 3 above, an employee who loses his/her driver license may request voluntary demotion or transfer to a non-driving classification in accordance with Civil Service Rules 711 and 1102.

SECTION 43. Drug and Alcohol Reasonable Suspicion Testing Policy

The parties agree to modify the current department policy (Section 503.15) as follows:

- A. Page 4/Procedures -- combine steps 1 and 2:

Supervisors who have reasonable suspicion that an employee's impaired performance is the result of drugs or alcohol shall, through the chain-of-command, request the authority of the Fire Division Chief or Duty Chief for drug/alcohol testing. A non-supervisory employee who has reasonable suspicion that a supervisory employee's impaired performance is the result of drugs or alcohol may, through the chain-of-command, request the authority of the Fire Division Chief or Duty Chief for drug/alcohol testing.

- B. Page 6/Battalion Chief/Section Head - delete paragraph 2.B.

By agreeing to the above changes, the Union does not waive any rights employees may have to representation.

SECTION 44. Transitional Work Program

The parties agree to continue the Fire Department's Transitional Work Program Policy as



set forth in the Attached Addendum.

#### SECTION 45. 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 both the authorization form and bank deposit slip are 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 46. Overpayments

When an employee is overpaid, the employee will be notified of the amount due to the County. If the amount is less than \$100, it will be paid back by deduction from one biweekly payroll. If the amount is between \$100 and \$1300, the employee will have \$50 per pay period deducted from his/her payroll check until paid in full, If the amount is greater than \$1300, it will be repaid at \$100 per pay period through payroll deduction until the balance is paid in full.

#### SECTION 47. 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 48. Leave of Absence Policy

During the term of this agreement, the County may reopen negotiations on the issue of a comprehensive leave of absence policy and related changes in terms and conditions of employment. If the County reopens negotiations on this subject, the proposed changes will not be implemented unless the parties mutually agree.

#### SECTION 49. Meet and Confer During Term

During the term of this agreement and if based on financial need, the County may reopen negotiations on negotiable staffing issues, regardless of whether the subject is covered in this Memorandum of Understanding. The subjects of the reopener may include Constant Staffing (see for example Section 9 of the Memorandum of Understanding, §501.60 of the PPM) and Minimum Staffing (see for example §513.26 of the PPM).

The parties shall commence negotiations within 10 days after the County's request to negotiate and shall continue to negotiate thereafter as expeditiously as possible.

SECTION 50. Waiver

Except as otherwise expressly provided in this Memorandum of Understanding or where the parties mutually agree to meet and confer on a matter, the County and the Union expressly waive and relinquish the right and each agrees that the other party shall not be obligated 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 Memorandum of Understanding or not specifically referred to and covered in this Memorandum of Understanding, and even though such subjects or matters were proposed and later withdrawn.

SECTION 51. Severability

If any provision of this Memorandum of Understanding, or the application of such provision, should be rendered or declared invalid by any court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Memorandum of Understanding shall remain in full force and effect.

SECTION 52. 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 (60) 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 (60) nor less than thirty days (30) prior to the termination date of this agreement, unless the parties mutually agree otherwise.

SECTION 53. K-9 Handler Allowance

Time spent by dog handlers during regular work assignments in the care, grooming, exercising and feeding of their assigned department dogs shall be considered hours worked, payable at the employees' normal straight time rate of pay; when working a constant staffing assignment or for at home care, payment shall be at a time and a half rate.

Canine handlers will be compensated for 0.5 hours at their FLSA overtime rate on off duty days.

During their regular work assignments, handlers are authorized to feed, groom and exercise the dogs only if it doesn't interrupt their regular firefighter duties. Such duties, whether at work or at home, shall not exceed 30 minutes per 24 hour period.

SECTION 54. Term

This Memorandum of Understanding shall become effective December 19, 2016, and shall continue in effect for the period up to and including February 24, 2019. 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 Santa Barbara County Fire Fighters, Inc., Local 2046, and formally approved by a majority of the County Board of Supervisors.

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

COUNTY OF SANTA BARBARA

FIRE FIGHTERS, INC., LOCAL 2046

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