

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SANTA BARBARA AND
SANTA BARBARA COUNTY SHERIFF'S MANAGER ASSOCIATION**

	<u>PAGE</u>
SECTION 1. PURPOSE	1
SECTION 2. RECOGNITION	1
SECTION 3. COUNTY RIGHTS.....	2
SECTION 4. SALARIES.....	2
SECTION 5. MEDICAL AND DENTAL BENEFITS	3
SECTION 6. HEALTH INSURANCE BENEFITS DURING MEDICAL LEAVE OF ABSENCE.....	445 445
SECTION 7. LONG TERM DISABILITY INSURANCE	5
SECTION 8. TERM LIFE INSURANCE	5
SECTION 9. FLEXIBLE SPENDING ACCOUNT PLAN	5
SECTION 10. BENEFIT ALLOWANCE.....	556 556
SECTION 11. SICK LEAVE	6
SECTION 12. FAMILY LEAVE	8
SECTION 13. VACATION.....	889 889
SECTION 14. HOLIDAYS	1041041 1041041
SECTION 15. LEAVE DONATION	114112 114112
SECTION 16. OVERTIME.....	124124 124124
SECTION 17. ADMINISTRATIVE LEAVE	14
SECTION 18. EDUCATION INCENTIVE ALLOWANCE.....	144146 144146
SECTION 19. BILINGUAL ALLOWANCE.....	154156 154156
SECTION 20. UNIFORM ALLOWANCE.....	154157 154157
SECTION 21. TUITION AND TEXTBOOK REIMBURSEMENT	164167 164167
SECTION 22. MILEAGE REIMBURSEMENT	164167 164167
SECTION 23. RETIREMENT	164167 164167
SECTION 24. TRANSPORTATION DEMAND MANAGEMENT (TDM).....	174178 174178
SECTION 25. AUTOMATIC PAYROLL DEPOSIT.....	174178 174178
SECTION 26. BACK TO WORK PROGRAM.....	18
SECTION 27. PAYROLL SIMPLIFICATION	174179 174179
SECTION 28. LEAVE OF ABSENCE POLICY	184189 184189
SECTION 29. NO STRIKE CLAUSE	184189 184189
SECTION 30. OBLIGATION TO MEET AND WAIVER CLAUSE.....	184189 184189
SECTION 31. CONCLUSIVENESS OF AGREEMENT	1841820 1841820
SECTION 32. SEVERABILITY CLAUSE	1941920 1941920
SECTION 33. RENEGOTIATION	1941920 1941920
SECTION 34. TERM OF AGREEMENT	20

~~JUNE 30, 2008~~ JANUARY 16, 2017 -THROUGH ~~APRIL 15, 2012~~ APRIL 21, 2019

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SANTA BARBARA AND
SANTA BARBARA COUNTY SHERIFF'S MANAGERS ASSOCIATION**

SECTION 1. PURPOSE

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

SECTION 2. RECOGNITION

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

- A. Unit 44/Law Enforcement Management
 - Chief Deputy Sheriff
 - Criminal Investigator, Chief
 - Sheriff's Commander
 - ~~Sheriff's Corrections-Custody~~ Commander
 - ~~Sheriff's Corrections-Custody~~ Lieutenant
 - Sheriff's Lieutenant

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. COUNTY RIGHTS

- A. The County retains, among other management rights, the exclusive right to determine the methods, means, and personnel by which County government operations are to be conducted, as well as to exercise complete control and discretion over its organization, operations, and technology of performing its work; to determine the mission function, and necessity of all or part of each of its constituent departments, boards, and commissions and take all necessary actions to carry out their mission, functions and necessity, or any part thereof, as well as set standards of service to the public.
- B. It also retains the sole right to administer the Civil Service system, to classify or reclassify positions, add or delete positions or classes to or from the Salary Resolution; to establish standards for employment, promotion, and transfer of employees; to direct its employees, establish rules and regulations, take disciplinary action for proper cause, to establish work schedules and work assignments, and to relieve its employees from duty for lack of work or other legitimate reasons. The County retains the right to be the sole judge, subject to its Civil Service Rules and Procedures, of the qualification and competence of its officers and employees.
- C. The County reserves the right to take whatever action may be necessary in an emergency situation; however, the Association shall be notified promptly of any such emergency action which affects matters within the scope of representation.
- D. In the event any new practice, subject or matter arises during the term of this agreement and an action is proposed by the County, the Association shall be afforded all possible advance notice and shall have the right to meet and confer upon request. In the absence of agreement on such proposed action, the County reserves the right to take necessary action by management direction and the Association reserves the right to then take whatever lawful action deemed necessary.

SECTION 4. SALARIES

- A. Effective ~~April 20, 2009~~ January 16, 2017, salaries for classifications represented by the Association shall increase by 2.0%. ~~2.5%~~.
- B. Effective January 16, 2017 ~~October 19, 2009~~, salaries for the classifications of Custody Lieutenant and Custody Commander represented by the Association ~~shall increase by 2.5%. receive an equity increase of 2.0%.~~
- C. Effective ~~April 19, 2010~~ November 6, 2017, salaries for classifications represented by the Association shall increase by 2.0%. ~~2.5%~~.

- D. Effective ~~October 18, 2010~~ November 6, 2017, salaries for the classifications of Custody Lieutenant and Custody Commander ~~represented by the Association shall increase by receive an equity increase of 3.0%.~~
- E. Effective ~~April 18, 2011~~ November 5, 2018, salaries for classifications represented by the Association shall increase by 1.5%. ~~3.0%~~.
- F. ~~Effective October 17, 2011, salaries for classifications represented by the Association shall increase by 3.0%.~~

SECTION 5. MEDICAL AND DENTAL BENEFITS

- A. For new employees, medical and dental coverage benefits under this Section shall be effective at the beginning of the month that immediately follows the employee's first pay period of employment in a regular position. Part-time employees must be employed a minimum of fifty percent (50%) of full-time in order to be eligible for insurance benefits.
- B. ~~The County shall contribute up to \$153.43 biweekly toward the cost of the biweekly premium for employee-only medical plan coverage. During the term of this agreement, the County shall pay 100% of the least expensive HMO employee-only premiums.~~ The County shall contribute up to ~~\$12.02 biweekly~~ \$13.03 twice monthly toward the cost of the biweekly premium for employee-only dental plan coverage. These contributions are based on full-time employment; part-time employees shall receive a prorated contribution based on their percentage of full-time employment. Insurance plan premiums that exceed the County's biweekly contribution shall be paid by the employee through payroll deductions. ~~During the term of this agreement, the County shall pay 100% of the least expensive HMO employee-only premiums.~~
- C. Employees may select coverage from the following options:
- Medical*
- PPO Medical Plan
 - Health Maintenance Organization (HMO) Medical Plan(s)
 - Point of Service (POS) Medical Plan
- * All medical plans include employee assistance program coverage.
- Dental
- PPO Dental Plan
 - DMO Dental Plan
- D. Employees may insure their eligible dependents (including registered domestic partners as defined below) under the medical and dental plan listed above in

accordance with the rules and regulations applicable to obtaining said dependent coverage.

- E. If two regular County employees are either (a) married to each other or (b) registered as domestic partners as specified below and are both eligible for a contribution from the County toward employee-only medical and dental coverage, they may consolidate the County contributions toward the premium cost for "employee plus dependents" coverage held by one of the employees. In this situation, one employee (referred to below as the "spouse or partner") becomes a dependent on the other employee's (referred to below as the "primary employee") medical and dental coverage.

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

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

The amount of the consolidated contributions shall be that amount which would otherwise be contributed by the County toward the employee's and the spouse's or partner's premiums for the respective medical and dental plans less the cost for participation by the spouse or partner in the Employee Assistance Program and the County's healthcare advocacy program. The appropriate contributions shall be made by the respective departments employing each employee.

SECTION 6. 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 and childbirth shall receive the County contribution toward health plan coverage for a leave period up to 18 months. Insurance premiums exceeding the County's contribution or 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 7. LONG TERM DISABILITY INSURANCE

The County shall provide a Long Term Disability Insurance Plan for all employees. The waiting period for benefit eligibility will be 60 days. The benefit will equal sixty percent of pre-disability earnings in accordance with specific plan provisions, limitations and exclusions.

SECTION 8. TERM LIFE INSURANCE

Employees shall be provided with basic Group Term Life Insurance paid for by the County in accordance with the following schedule:

Unit 44 Law Enforcement Management	\$20,000
------------------------------------	----------

SECTION 9. FLEXIBLE SPENDING ACCOUNT PLAN

- A. All employees 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 brochure and in the Legal Plan Document and supplemental materials. Compensation received in accordance with Section 10 (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.

This plan may be amended in the future to revise 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 10. BENEFIT ALLOWANCE

- A. The County shall provide each full-time employee a biweekly allowance as provided below, designated as "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.

		<u>Biweekly</u>
	Unit 44 Law Enforcement Management	\$283 13.56

~~During the term of this agreement the benefit allowance amounts in Paragraph A, above, shall be increased in accordance with the following schedule:~~

~~June 29, 2009 Increase by \$30 biweekly~~

- ~~€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 11. SICK LEAVE

- A. Each regular full-time or regular part- employee shall accrue sick leave at the rate of .0463 hours for each hour in a regular pay or paid leave status, excluding overtime, call back and standby.
- B. Employees shall receive eighty (80) hours sick leave accrual upon appointment or such prorated amount for regular part-time employees. An employee entering an Association-represented class from another regular County position shall retain his/her current sick leave balance 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 may not exceed each employee's accrued sick leave balance reported on the Leave Report at the end of the prior pay period immediately preceding the pay period in which the leave is taken. However, the salary of an exempt employee shall not be subject to reduction because of variations in the quantity of work performed except in accordance with Department of Labor regulations (29 C.F.R. §541.5(d)).
- E. A department head, or other appropriate authority, 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 his/her immediate family is seriously ill or injured and requires the employee's presence and attendance, an employee may be allowed by the department head or his/her designee to use up to five-six days (40-48 hours) of accumulated sick leave to attend to such family member; provided that not more than five-six days per year may be allowed for the illness or injury of any one member of the employee's immediate family. However, subject to department head approval, an employee may exceed the five-six day limit to care for an immediate family member who has a catastrophic or life threatening illness or injury as verified by a physician's statement.
- G. Up to a maximum of five days (40 hours) of accumulated sick leave may be granted by the appointing authority or his/her designee to an employee for absence from duty because of any and each death in the employee's immediate family.
- H. For the purposes of Paragraphs F and G 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.
- I. An employee may, when necessary and at the discretion of the department head, be granted up to two hours leave with pay to make voluntary non-remunerated 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. Each regular full-time or regular part-time employee with an Accumulated Unused Sick Leave balance in excess of 240 hours as of September 17, 1978 is eligible for sick leave payoff in accordance with the following provisions. Upon termination of employment from County service by resignation or retirement in good standing, 50% of the value of the Eligible Accumulated Unused Sick Leave hours will be paid at the employee's hourly rate in effect as of September 17, 1978. Eligible Accumulated Sick Leave hours are defined as the Accumulated Unused Sick Leave hours between 240 and 960 hours reported as of September 17, 1978 or if less, the hours reported at the time of termination.
- K. Any payment made under Paragraph J will be made only once to an employee in his/her work history with the County upon honorable termination of employment. If an employee is subsequently rehired in the service of the County, incentive payment for Unused Sick Leave will not be applicable, and previous balances paid off upon termination will not be restored.
- L. Except upon layoff in accordance with Civil Service Rule XI, termination of County employment shall abrogate all sick leave accrued to the time of such termination, except that unused sick leave balances shall be reinstated

~~foremployees rehired into the County service within one year of separation, regardless of whether such person subsequently re-enters County employment or service.~~ Except as provided in Paragraph J, no payment shall be made to any employee for unused sick leave accumulated to his/her credit at the time of his termination from County service.

SECTION 12. FAMILY LEAVE

Family care leave benefits are set forth in the County's Administrative Policies and Procedures Manual.

SECTION 13. VACATION

- A. For each hour in a regular pay status, excluding overtime, call back and standby, each regular full-time or 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.)	.0463 hrs./96 hrs.	368 hours
3-4 yrs. (25-48 mo.)	.0616 hrs./128 hrs.	368 hours
5-10 yrs. (49-120 mo.)	.0731 hrs./152 hrs.	440 hours
11-14 yrs. (121-168 mo.)	.0847 hrs./176 hrs.	470 hours
15+ yrs. (169+ mo.)	.0962 hrs./200 hrs.	500 hours

- B. Employees appointed after October 31, 1986, from outside Santa Barbara County government service from either a city, county, special district or state government shall receive credit for their prior years of public agency service towards their annual vacation accrual rate if that public agency experience ended within six months of the date of employment.
- C. Annual vacation accrual may accumulate up to the Maximum Allowable Accrual provided for in the chart in Paragraph A above.
- D. Notwithstanding the provisions of Paragraphs A and D 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.
- ~~E. Employees 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).~~

~~FE.~~ An employee is not entitled to use vacation credits or accrual unless or until he/she has 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. Notwithstanding the above, An Executive employee (Unit 45) may use the vacation credit provided in Paragraph B above immediately upon appointment.

~~GF.~~ No payment in lieu of vacation shall be made to any employee except upon termination of employment or as provided for in Paragraph F and upon proper certification to the Auditor by the department head or appointing authority of such accrual. Terminating employees shall be paid for accumulated vacation as of the date of termination.

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

~~IH.~~ Employees may be required to take vacation with reasonable notice.

~~I—~~ Vacation usage may not exceed each employee's accrued vacation balance reported on the Leave Report at the end of the prior pay period. However, the salary of an exempt employee shall not be subject to reduction because of variations in the quantity of work performed, except in accordance with Department of Labor regulations (29 C.F.R. §541.5(d)).

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

K In addition to any credit provided for in Paragraph L, 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 L, above, in determining the employee's vacation accrual rates.

SECTION 14. HOLIDAYS

- A. Holidays regularly observed by the County of Santa Barbara are:

New Year's Day, January 1
Martin Luther King Jr.'s Birthday, 3rd Monday in January
Lincoln's Birthday, February 12
Washington's Birthday, 3rd Monday in February
Memorial Day, last Monday in May
Independence Day, July 4
Labor Day, 1st Monday in September
Veteran's Day, November 11
Thanksgiving Day, 4th Thursday in November
Thanksgiving Day Friday, the day after Thanksgiving
Christmas Day, December 25

- B. Holiday leave shall be subject to the approval and/or be taken at the direction of the department head or designee.
- C. Each County holiday which falls on Saturday shall be observed on the preceding Friday; and, in this event, the Saturday shall not be considered as a holiday for purposes of compensation and/or time off. Each County holiday which falls on Sunday shall be observed on the following Monday; and, in this event, the Sunday shall not be considered as a holiday for purposes of compensation and/or time off.
- D. Regular employees leaving County service shall be paid all compensatory holiday time which has accrued but has not been otherwise compensated.
- E. In the following sections reference to eight (8) hours shall apply to regular full-time employees and in the case of regular part-time employee the eight (8) hours shall be a prorated equivalent.
- F. When a holiday falls on an employee's regularly scheduled work day, the employee shall be paid eight (8) hours cash payment for the holiday. When a holiday falls on an employee's regularly scheduled day off, the employee shall accrue eight (8) hours of compensatory holiday time.
- G. When an employee who is overtime exempt is required to work on a holiday which falls on the employee's regularly scheduled work day, the employee shall, in addition to his/her regular salary for the day, accrue compensatory holiday time on an hour for hour basis for all hours worked up to eight (8) hours.

- H. Employees who accrue holiday time shall take the compensatory time during the payroll year in which the holiday is accrued.
- 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. Notwithstanding paragraphs F and G above, employees who work in assignments in which they are routinely required to work holidays, shall, in each pay period during which a holiday occurs, 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. Time off on a holiday must be in a whole day increment and shall be full compensation for that holiday.

SECTION 15. LEAVE DONATION

Employees shall be eligible to participate as donors and recipients in the leave donation program, which provides a mechanism for assisting employees who have exhausted paid leave due to a serious or catastrophic illness or injury. This program allows a regular County employee to donate the monetary value of accrued vacation, holiday or overtime hours to a specific, eligible employee who has exhausted his/her own available leave balances. Serious or catastrophic illness or injury is defined as the employee's own adverse medical condition which requires the employee to be absent from work for more than twenty (20) consecutive work days, or a similarly debilitating illness or injury of the employee's immediate family member (as defined in Section 11, Paragraph H) requiring the employee's attendance.

- A. To receive leave donations, an employee:
 - must have been employed in a regular position for a minimum of six months;
 - must be absent from work due to his/her own catastrophic illness or injury for more than twenty consecutive work days (as verified by a physician's statement); or be absent from work in order to attend his/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.
- Donors and hours donated shall be maintained as confidential payroll information.
- H. Nothing in this section shall be construed to modify the employment relationship between the County and the receiving employee, or to restrict the County's management rights. Neither shall this section modify existing County rules, policies or agreements regarding unpaid leave of absence or family leave.

SECTION 16. OVERTIME

- A. The County shall determine and identify those classifications which are exempt from overtime compensation. The determination shall be in accordance with the requirements of the Fair Labor Standards Act. Classifications which have been designated as exempt shall not receive overtime, except in an emergency as provided below.
- B. Regular employees in classifications exempt from overtime compensation and, therefore, not otherwise eligible for overtime pursuant to this agreement shall be paid for overtime worked during an emergency as follows:
1. No overtime compensation shall be paid for overtime work during an emergency for the first twelve (12) hours of such emergency overtime work;
 2. Overtime compensation shall be paid at straight time for the second twelve (12) hours of emergency overtime work; and
 3. Overtime compensation shall be paid at the rate of time and one-half for all hours of overtime worked in excess of twenty four (24) hours during any such emergency.
- C. Emergency for the purposes of Paragraph B shall mean any of the following:
1. The proclamation of a "local emergency" by the Board of Supervisors or the County Administrator or his/her designee.
 2. The proclamation of a "state of emergency" in Santa Barbara County by the Governor.
 3. The designation of a "limited local emergency" by the County Administrator or his/her designee. "Limited local emergencies" may be designated in writing by the County Administrator or his/her designee due to significant or lengthy emergency situations in Santa Barbara County, or outside the County during mutual aid responses, that require ongoing staff support.
- D. Notwithstanding Section B and C above, regular employees shall be compensated for hours worked in excess of 80 hours per pay period at one and one half times their regular rate during any declared emergency on State or Federal lands, or in any other emergency for which such overtime costs would be reimbursable.
- E. Regular full-time employees who are authorized to work in "outside employment/voluntary duty" assignments in addition to their regular designated work period shall be compensated at one and one half times the employee's regular rate of pay. Overtime hours earned shall not be banked for compensation at any later date in either pay or time off.

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

SECTION 17. ADMINISTRATIVE LEAVE

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

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

Due to standards of public accountability and the resulting need for all employees to account for all time for which they are compensated, the County has created a vehicle to record paid time off not charged to accrued leave balances when a salaried employee occasionally works less than his/her regular schedule. The 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~~ 80 hours of administrative leave per payroll year. The County Executive Officer may approve additional administrative leave upon the written request of the department head.

SECTION 18. EDUCATION INCENTIVE ALLOWANCE

- A. Upon promotion to Sheriff’s Lieutenant or Custody Lieutenant, promoted employees shall retain the educational allowance earned immediately prior to their promotion. That allowance shall cease when the employees become eligible for benefits under the provisions of Section B and C below.

B. Employees possessing a valid Management certificate issued by the California State Commission on Peace Officer Standards and Training shall receive a five percent (5%) education allowance. However, employees possessing a Master's degree in a field of education designated and approved by the Human Resources Director and department head shall be eligible for the 5% allowance upon completion of the P.O.S.T. management course. Employees possessing both a Master's degree and a Management P.O.S.T. certificate shall receive only one 5% education allowance.

BC. In lieu of possession of a P.O.S.T. management certificate, employees in the classifications of ~~Sheriff's—Corrections—Custody~~ Lieutenant and ~~Sheriff's Corrections—Custody~~ Commander shall be eligible for this allowance upon attainment of the following qualifications:

1. Possession of the Certified Jail Manager designation issued by the American Jail Association and Jail Manager Classification Commission; or
2. The following combination of experience, education and training:
 - Two years experience in a County law enforcement management classification;
 - Graduation from an accredited college or university with an Associate or Bachelor degree in a field of education designated and approved by the Human Resources Director and department head; and
 - An additional forty hours of training in law enforcement management as approved by the Human Resources Director and department head.

SECTION 19. BILINGUAL ALLOWANCE

An employee whose duty assignment requires regular and frequent use of bilingual language skills in Spanish and English, shall be eligible to receive a bilingual allowance upon designation by the department head in writing to the Human Resources Director. The amount of the allowance for full-time employees shall be \$30.00 per pay period. The bilingual allowance shall be prorated for part-time employees.

As used in this section, the phrase "regular and frequent" means at least once each working day, or at least five times each work week. Payment for the bilingual language skill is restricted to the actual needs of the position. An employee's ability to read, write, or speak Spanish, 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 20. UNIFORM ALLOWANCE

A. Employees in Sheriff's classifications who are required to maintain and wear uniforms shall receive an annual uniform allowance of \$825.00 per year, which includes reimbursement for costs associated with purchase and maintenance of

bullet-proof vests. The uniform allowance shall be received in equal biweekly payments.

- B. Employees not required to wear uniforms shall not receive a uniform allowance.

SECTION 21. TUITION AND TEXTBOOK REIMBURSEMENT

To the extent funding is available, employees shall be eligible for tuition and textbook reimbursement up to a maximum of \$500 per fiscal year and in accordance with administrative regulations governing this program. Tuition reimbursement for regular, part-time employees shall be prorated based on their part-time percentage.

SECTION 22. MILEAGE REIMBURSEMENT

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 23. RETIREMENT

- A. The County offers the following retirement plans:

1. Safety Member Employees Hired Before October 10, 1994,
Safety Plan 4A
2. Safety Member Employees Hired On or After October 10, 1994 and Before January 1, 2013, Safety Plan 4B
~~Safety Plan 4B~~
3. Non-reciprocal Safety Member Employees First Hired on or after January 1, 2013, Safety Plan 8

- B. 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. The effective dates of rate adjustments shall be in accordance with the applicable provisions of the County Employees Retirement Law of 1937.

- C. Employees hired on or after January 16, 2017 are not eligible for retiree medical subsidies. The County shall pay up to \$80.40 biweekly of a full time employee's biweekly contributions to the Retirement System in accordance with Government Code Sections 31630 and 31639.85. Part time employees shall receive a prorated equivalent.

- ~~D. Effective July 3, 2006, retirement benefits for safety member employees hired on or after October 10, 1994, and in Retirement Plan 4B shall be modified as follows.~~

~~Employee rates shall be converted from “full rates” to “half rates” and the Final Average Salary period shall be modified from one year to three years. These modifications shall apply to all past and future safety service.~~

~~Effective February 25, 2008, safety member employees represented by the Association shall be converted to a 3% at age 50 benefit formula. This formula shall apply to all past and future safety service.~~

~~FD. On or after September 1, 2017, the parties will reopen negotiations on the issue of employee retirement contribution rates and potential related salary adjustments. The Association shall have full impasse rights related to such negotiations at that time. The parties agree to reopen negotiations by October 2008, or such later date agreed by the parties, to discuss Retiree Medical Insurance for the existing and future workforce.~~

SECTION 24. 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 25. 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 26. 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 27. 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.

SECTION 28. 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.

SECTION 29. NO STRIKE CLAUSE

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

The Association 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 County for the purposes of inducing, influencing, or coercing a change in the working conditions compensation, and rights, privileges, and obligations of employment.

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

SECTION 30. 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 Association 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.

SECTION 31. CONCLUSIVENESS OF AGREEMENT

- A. The provisions contained in this agreement shall prevail over County practices and procedures and over State laws to the extent permitted by State law.
- B. This agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any inconsistent prior or existing understandings

or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

- C. This Section does not apply to the County's Civil Service System or to the rules adopted to administer the Civil Service System.

SECTION 32. SEVERABILITY CLAUSE

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

SECTION 33. RENEGOTIATION

Either County or Association 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.

SECTION 34. TERM OF AGREEMENT

This Memorandum of Understanding shall continue in effect up to and including April ~~1521~~, ~~2012~~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 Association agree that this Memorandum of Understanding shall not be binding upon the parties unless and until approved by the Sheriff's Managers Association and formally approved by the majority of the County Board of Supervisors.

DATED: _____

DATED: _____

COUNTY OF SANTA BARBARA

SANTA BARBARA COUNTY
SHERIFF'S MANAGERS ASSOCIATION
