

**MEMORANDUM OF UNDERSTANDING BETWEEN  
COUNTY OF SANTA BARBARA AND  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721**

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**MEMORANDUM OF UNDERSTANDING BETWEEN  
COUNTY OF SANTA BARBARA AND  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721**

**SECTION 1. PURPOSE**

This Memorandum of Understanding is hereby entered into by and between the County of Santa Barbara, hereinafter referred to as the County, and the Santa Barbara Chapter of the Social Services Union Local 721, SEIU, , 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 rates of pay, hours of work and certain other terms and conditions of employment.

**SECTION 2. TERM**

This Memorandum of Understanding shall continue in effect for the period up to and including June 30, ~~2019~~ 27, 2021. It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during its full term.

**SECTION 3. RENEGOTIATION**

Either the 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 at least 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 commence not earlier than ninety days nor less than thirty days prior to the termination date of this agreement, unless the parties mutually agree otherwise.

**SECTION 4. RECOGNITION**

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

- A. Human Services Non-Supervisory
- B. Human Services Supervisory

**SECTION 5. MAINTENANCE OF BENEFITS**

- A. Except as set forth in this Memorandum of Understanding, and unless the Union agrees to reopen negotiations on a particular bargaining subject, the County and the Union agree that there shall be no changes during the life of this Memorandum of Understanding in the wage rates, benefits, or other terms and conditions of employment subject to the meet and confer process established by this Memorandum of Understanding or by any County Regulation,

Ordinance or Resolution, except by mutual agreement of the parties, or as required by Federal or State law or regulations. In addition, the parties specifically agree that benefits beyond County control shall be exempt from this provision. Furthermore, either party may initiate negotiations on proposed Civil Service Rules (new or modified) which directly affect wages, hours and other terms and conditions of employment, to the extent such terms and conditions of employment are within the scope of representation, three times during each year (February, June and October). The County agrees to consult with the Union on matters where Federal or State changes would significantly affect employees covered by this Memorandum of Understanding.

- B. The County or the Department shall notify the Union of any proposed change in County Rules, Regulations, Ordinances or Resolutions on subjects which are beyond the scope of the meet and confer process, but the practical application of which directly affects employees represented by the Union. The County agrees to meet and consult with the Union on any such proposals, upon request of the Union.

#### SECTION 6. CONCLUSIVENESS OF AGREEMENT

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

#### SECTION 7. SEPARABILITY

If the application of any provision of this Memorandum of Understanding, or any section, subsection, subdivision, sentence, clause, phrase, word, term or portion of this Memorandum of Understanding should be held invalid, unconstitutional, unauthorized, or prohibited by statute or by a court of competent jurisdiction, the remaining provisions [thereof] shall not be affected [thereby], but shall continue to be given full force and effect as if the part so held invalid or unconstitutional had not been included [therein]. In the event that any provision of this Memorandum of Understanding shall at any time be declared invalid by the legislature or any court of competent jurisdiction, such decision shall not invalidate the entire Memorandum of Understanding, it being the express understanding of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

#### SECTION 8. 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 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 matter are proposed and later withdrawn.

#### SECTION 9. NON-DISCRIMINATION

- A. The provisions of this Memorandum of Understanding shall be applied equally to all employees covered thereby without discrimination because of race, color, sex, age, religion, marital status, national origin, political affiliation, non-disqualifying disability, sexual orientation, or union membership.
- B. Nothing in this Memorandum of Understanding shall prohibit lawful discrimination in employment practices based on a bonafide occupational qualification, applicable security or health or safety regulations of the United States or the State of California, or any other basis now or hereafter set out in laws of the United States or the State of California and/or any regulations adopted pursuant to such laws defining lawful discrimination in employment practices.

#### SECTION 10. MANAGEMENT RIGHTS

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.

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 Ordinance; to establish standards for employment, promotion, and transfer of employees; to direct its employees, establish rules and regulations, take disciplinary action for proper cause, to establish work schedules and work assignments, contract out work, transfer work out of the unit, 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.

Before implementing any decisions to contract out work, the County shall notify the Union and upon request, negotiate the impact of such decision on terms and conditions of employment. For purposes of this Agreement, "contracting out work" shall refer to situations in which the County decides to contract out work which was provided by Union-represented employees in October 1994 and which results in layoff, reduction in hours or otherwise directly impacts the wages, hours or other terms and conditions of employment.

This section is not intended to restrict consultation with employees or employee representatives about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment. Nothing herein shall be construed as meaning to restrict or waive the Union's right to meet and confer over mandatory subjects of bargaining except as otherwise agreed.

## SECTION 11. UNION SECURITY

### A. Checkoff of Dues, Service Fees and Charitable Donations

1. The County agrees to deduct Union dues and insurance premiums when such have been authorized in writing by the individual employee concerned on a form acceptable to the Auditor-Controller for such deductions. The County further agrees to deduct service fees and charitable donations as specified in Section 12 (Agency Shop).
2. The County agrees to supply the Union and Local 721 Santa Barbara County Chapter President with dues, service fees, assessments and charitable donations checkoff lists each pay period. Said lists shall be without cost to the Union. Two copies will be transmitted to the Treasurer of the Santa Barbara Chapter of the Union.
3. Up to five (5) payroll deduction codes shall be made available to the Union for the purposes described in section 1 above at no cost to the Union.

### B. Management will make available to each new employee entering the Unit a card furnished by SEIU written as follows:

Social Services Union - Local 721, Service Employees International Union (SEIU) has been certified as your majority representative. Local 721 is certified to represent you in negotiations with the County on salaries, hours of work and conditions of employment.

If you want information, or if you wish to join Local 721, call 805-650-4420 or see your Union Officer or Representative where you work.

- C. The County will provide a copy of the new hire and terminations list monthly to the Union. Said lists will contain all new employees appointed or terminated during the month. For this service, the Union agrees to reimburse the additional costs of Data Processing \$80 per fiscal year to the County.
- D. The Union may designate in writing eight Union Officers and Stewards who will each be allowed up to 20 hours leave each, or an equivalent pool of 160 hours to be used by Union Officers and Stewards, per calendar year to conduct Union business. Such leave for Union business may use accrued vacation, holiday, or compensatory time or be without pay and

must be scheduled in advance with the employee's supervisor. The department retains the right to deny a leave or cancel a leave for Union business when such a leave will result in an uncovered work assignment or cause overtime.

- E. Members of the Santa Barbara County Chapter Board shall be allowed up to forty (40) hours of time off without loss of pay each calendar year to attend SEIU Local 721 Chapter Board meetings dealing with MMBA issues between the parties.
- F.. The Union shall be permitted to make one twenty minute presentation to new hires at any scheduled departmental new employee orientation to explain the Union and its benefits.

In those departments which do not regularly schedule new employee orientations, the department will permit a Union presentation quarterly to new employees.

The Union shall be permitted to make a one hour group presentation to employees during new employees' induction training in DSS. Employee attendance shall be voluntary; however, an employee who did not attend and who decides at a later date to attend a presentation may do so on work time.

- G. The Probation and Social Services Departments shall provide rosters of employees covered by this agreement to the Union monthly, said rosters to include division, unit, name of employee, classification, current telephone number, and, in the Social Services Department, worker number. Other departments shall endeavor to notify the Union of change when they occur. The County shall provide the Union with County e-mail addresses for represented employees and update the list quarterly upon request from the Union.
- H. The County shall include materials to be supplied by the Union at no cost to the County in the packet given to all employees within the scope of this agreement who inform the County of their intention to retire. The content of the materials shall be nondefamatory in nature and related to Union membership, benefits, and activities intended for retirees.
- I. The Union negotiating team shall consist of no more than six (6) employees. Employees shall not suffer a loss in compensation in accordance with the County's EERP and State law.
- J. The Union shall have the right to schedule work-site union leadership or steward training during work hours, up to four times per calendar year. Such trainings may not be scheduled on Mondays or Fridays. Employee attendance at such courses shall be authorized by the County, with the employee using accrued vacation or leave without pay, at the employee's option. The number of attendees on any one day is limited to fifteen. Departments retain the right to deny a leave or cancel a leave for this purpose when such a leave will result in an uncovered work assignment or cause overtime.
- K. During the term of this agreement, either party may reopen negotiations on the issue of leaves of absence for the purpose of participating in Union activities. If negotiations reopen

on this subject, the proposed changes will not be implemented unless the parties mutually agree.

## SECTION 12. AGENCY SHOP

- A. Agency Fees - Agency shop as used in this section means an organizational security agreement as defined in Government Code Section 3502.5 and applicable law.

Throughout the term of this agreement, each employee in the non-supervisory unit hired as a regular employee after December 1, 1994, shall be required within 30 days of his/her first day of employment in the bargaining unit to choose to: a) become a member in good standing of the Union; or, b) satisfy the agency fee financial obligations set forth below, unless he/she qualifies for the religious exemption set forth in subsection B below.

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

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

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

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

The Union shall make available, at its expense, an expeditious administrative appeals procedure to unit employees who object to the payment of any portion of the representation service fee. Such procedure shall provide for a decision to be made by an impartial decision-maker. A copy of such procedure shall be made available by the Union to non-Union-member unit employees and the County. The County shall be provided this copy for informational purposes only.

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



B. Religious Exemption from Agency Fee Obligations

1. Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to pay an agency fee, but shall pay by means of mandatory payroll deduction an amount equal to the agency fee to a non-religious, non-labor charitable organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and serving residents of Santa Barbara County, as designated by the employee from a list provided by the County Auditor-Controller.
2. To qualify for the religious exemption the employee must provide to the Union, with a copy to the County, a written statement of objection, along with verifiable evidence of membership in a religious body as described above. The County will implement the change in status within thirty days unless notified by the Union that the requested exemption is not valid. The County shall not be made a party to any dispute arising relative to the determination of religious exemptions.
3. Any of the above-described payment obligations shall be processed by the County in the usual and customary manner and time-frames.

C. Leave Without Pay/Temporary Assignment Out of Unit - Employees on an unpaid leave of absence or temporarily assigned out of the unit shall be excused from paying agency shop fees or charitable contributions.

D. Rescission of Agency Shop - The agency shop provision may be rescinded pursuant to the procedures contained in Government Code Section 3502.5(b).

E. Indemnification/Hold Harmless Clause - The Union agrees to fully indemnify and defend the County and its officers, employees and agents against any and all claims, proceedings and liability arising, directly or indirectly out of any action taken or not taken by or on behalf of the County under this Section.

F. During the term of this agreement, either party may reopen negotiations on the issue of an Agency Shop affecting employees covered by this agreement. If negotiations reopen on this subject, the proposed changes will not be implemented unless the parties mutually agree.

G. Maintenance of Membership

All regular unit employees who on the effective date of this MOU are members of the Union in good standing and all such employees who thereafter voluntarily become members of the Union shall maintain their membership in the Union in good standing during the term of this MOU, subject however, to the right to resign from membership during Pay Period 17 annually the period not less than thirty (30) days and not more than forty-five (45) days before the expiration of the Memorandum of Agreement, by notifying the Union in writing of their termination of union dues deduction. Such notification shall be delivered in person or by U.S. mail and should be in the form of a letter containing the following information: employee name, employee

number, job classification, department name, and name of Union from which dues deductions are to be cancelled. The Union will provide the County's Human Resources Department and to the Auditor-Controller Payroll Division with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

The County will not honor cancellations of dues deductions for employees covered by this Agreement during the term of the MOU except during the window period specified above. ~~Any Union member may exercise his/her right to resign by submitting a notice in writing to the Union and to the County during the resignation period.~~

When the Auditor-Controller receives a written request to cancel membership in the Union, the Auditor will promptly ~~fax~~ send a copy of the notice to the Union. ~~If the Auditor-Controller does not receive notice from the employee that he/she rescinded the cancellation request within four (4) work days of faxing the request to the Union, the Department will proceed to implement the dues cancellation. The Auditor-Controller will accept oral requests from the employee to rescind the notice provided the employee subsequently confirms the rescission in writing.~~

### SECTION 13. 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 in any manner with County services during the term of this Agreement, and until negotiation and impasse procedure obligations in connection with a successor agreement are exhausted.

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

The term "strike, work action or other concerted activity" means any concerted failure to report for duty, any concerted absence from position (including sympathy strikes), any concerted stoppage of work, any concerted slowdown, sickout, refusal 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; provided, however, that nothing herein shall preclude employees from engaging in informational picketing or attending Union rallies so long as such activity does not interfere with County operations.

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 immediately return to work, or cease and desist.

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

#### SECTION 14. SALARIES

- A. ~~Effective as soon as practicable after ratification of the agreement by SEIU Local 721 members and subsequent approval by the Board of Supervisors, salaries for classifications represented by the union shall be increased by 1.8%. In addition, all employees in classifications represented by the Union as of this date shall receive a one time lump sum payment of \$200 no later than February 2017, and employees in the classifications of Probation Assistant and Public Defender Investigator I shall receive an equity adjustment of 5%.~~

Effective July ~~3, 2017~~, 2018, salaries for classifications represented by the union shall be increased by 3.0%.

Effective in Pay Period 15-2019 (July 2, 2018 1, 2019), salaries for classifications represented by the union shall be increased by 2.5%. ~~Employees in job classifications represented by the union are eligible for merit increases.~~

Effective in Pay Period 15-2020 (June 29, 2020), salaries for classifications represented by the union shall be increased by 2.5%.

If successor agreements with SEIU Local 620 or the Engineers and Technicians Association exceed the financial terms received by Local 721 in any fiscal year regarding base salary increases and equity adjustments, through the end of this MOU, the County agrees to increase the financial terms received by Local 721 by a similar amount. How those financial terms would be applied would be determined through collective bargaining.

#### SECTION 15. HEALTH AND WELFARE

- 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. The County will work toward making coverage available to employees effective the first of the month following employees' start of employment.

In recognition that the Affordable Care Act (ACA) is in the process of being implemented, the County and SEIU Local 721 agree that eligibility for benefits shall be as stated in this section unless otherwise dictated by the ACA.

- B. The County and the Union agree that Preferred Provider Organization (PPO), Health Maintenance Organizations (HMO) and Point of Service (POS) medical plans, and PPO and Dental Maintenance Organization (DMO) dental plans shall be available to employees.
- C. During the term of this agreement, the County shall pay 100% (prorated for part-time employees) of the least expensive EPO Plan for employee-only premiums. The County shall contribute up to \$13.03 twice monthly toward the cost of the twice monthly premium for employee-only dental plan coverage. These contributions are based on full-time employment; part-time employees shall receive a prorated contribution based on their percentage of full-time employment. Insurance plan premiums that exceed the County's biweekly contribution shall be paid by the employee through payroll deductions.

Employees may select coverage from the following options:

Medical\*

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

\* All medical plans include employee assistance program coverage.

Dental

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

- D. Employees may insure their eligible dependents (including qualified domestic partners) under the medical and dental plans listed in C above, in accordance with the rules and regulations applicable to obtaining said dependent coverage.
- E. The County's Group Health Committee will include two employee representatives. Such representatives shall be selected from the County's recognized employee organizations. Employee representatives shall serve a two year term.

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

- F. The parties agree that during the term of the agreement, upon a request by the Union accompanied by a detailed proposal, the County and the Union will meet and confer regarding the subject of a Union sponsored health plan.
- G. 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 or county government, by the State of California, or by a public jurisdiction in any other state if, in the case of the latter, the affected employee(s) sign a Declaration of Domestic Partnership form prescribed by the Human Resources Director. 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 or partner’s employee-only premiums for the respective medical and dental plans less the cost for participation by the spouse or partner in the Employee Assistance Program and the County’s healthcare advocacy program. The appropriate contributions shall be made by the respective departments employing each employee.

#### SECTION 16. HEALTH INSURANCE BENEFITS DURING 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. Premium amounts exceeding the County contribution and for dependents shall be the responsibility of the employee during the leave period. If an employee has paid leave accruals in excess of eighteen (18) months at the start of the leave, the County will continue to make its contribution toward health coverage while paid leave is being used and until such time as the paid leave is exhausted.

#### SECTION 17. FLEXIBLE SPENDING ACCOUNT PLAN

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

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

1. Pre-Tax Health Insurance Premium Option - for employees and their dependents;
2. Pre-Tax Health Care Spending Account Option;

3. Pre-Tax Dependent Care Spending Account Option;
4. Pre-Tax Life Insurance Premium Option;
5. Pre-Tax Personal Accident Insurance Program.

The options are described in detail in the Flexible Spending Plan Legal Document which is available to all employee organizations. Compensation received in accordance with Section 19 (Benefit Allowance) may be used by employees to fund the options described above. All salary reduction amounts are included in base salaries for the purpose of computing retirement earnings and are subject to appropriate Internal Revenue Service regulations.

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

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

#### SECTION 18. BENEFIT ALLOWANCE

- A. Effective April 23, 2018, by mutual agreement between the union and the County, a heretofore paid "Benefit Allowance" of \$225.31 was incorporated into base pay, and the Benefit Allowance was eliminated. The County shall contribute \$225.31 per pay period per full-time employee as a benefit allowance. Regular part-time employees are eligible for this allowance based on a prorated equivalent of their employment status. The benefit allowance, which is received in cash, has a primary purpose of allowing employees to fund employee and dependent health insurance costs. Employees may also use the allowance to fund options in the Flexible Spending Account Plan and/or receive the remainder in cash.
- B. ~~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 19. STATE DISABILITY INSURANCE (SDI)

- A. All employees eligible for SDI benefits shall use their available sick leave credits to supplement their SDI benefits so that the sum of the SDI benefits and sick leave credits used equals 80% of their gross salary.
- B. All employees eligible for SDI benefits may apply with the State of California for approval as soon as possible following the date of their eligibility for SDI benefits. Current eligibility begins on the eighth consecutive calendar day of an extended illness or injury. An employee must apply for SDI when illness or injury causes him/her to miss work for more than twelve consecutive calendar days.

- C. When an employee has used all available sick leave credits, (s)he may use any available overtime and/or holiday credits first and vacation second to supplement their SDI benefits up to 80% of their gross salary.
- D. Employees eligible for Paid Family Leave (PFL) benefits may apply with the State of California. Employees receiving PFL benefits may integrate available sick leave credits to the extent provided in Section 25(E) of this agreement; available overtime and/or holiday credits; and vacation to supplement their PFL benefits up to 100% of gross salary. Available overtime and/or holiday credits shall be used prior to integrating with vacation.

Employees participating in this program are solely responsible for understanding the tax consequences of receiving PFL benefits.

## SECTION 20. LONG TERM DISABILITY INSURANCE

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

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

## SECTION 21. TERM LIFE INSURANCE

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

## SECTION 22. VACATION

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

Continuous County Service	Hourly/Annual Accrual	Recommended Minimum Usage	Maximum Allow-able Accrual
0-2 yrs.(0-24 mos.)	.0463hrs./96hrs.	40 hrs.	288 hrs.
3-4 yrs.(25-48 mos.)	.0616hrs./128hrs.	56 hrs.	288 hrs.
5-10 yrs.(49-120 mos.)	.0731hrs./152hrs.	64 hrs.	360 hrs.
11-14 yrs.(121-168mos.)	.0847hrs./176hrs.	88 hrs.	390 hrs.

15+ yrs.(169+ mo.)	.0962hrs./200hrs.	88 hrs.	420 hrs.
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- B. Annual vacation accrual may accumulate up to the Maximum Allowable Accrual provided for in the chart in A above.
- C. Notwithstanding the provisions of Sections A and B above, an employee absent due to a work-related injury, receiving Workers Compensation Temporary Disability and unable to take vacation may accrue vacation above the Maximum Allowable Accrual. Following his/her return to work, the employee shall make every reasonable effort to promptly take vacation in excess of the Maximum Allowable Accrual.
- D. No payment in lieu of vacation shall be made to any employee except upon termination of employment. Terminating employees shall be paid for accumulated vacation as of the date of termination.
- E. An employee is not entitled to vacation credits or accrual unless or until they have been a regular employee for six (6) continuous months. Consequently, a person failing to complete such service receives no payment for vacation credits upon termination. Employees who are separated from County service after six (6) months of continuous service with the County and who are subsequently rehired as regular employees within two (2) years of separation are not required to wait an additional six (6) months before being entitled to vacation credits or accrual, and may request to use vacation per Section 23 Paragraph G.
- F. Vacation shall not include any regular holidays taken during a vacation period.
- G. Employees may be required to take vacation with reasonable notice. In addition, employees may request vacation use. Such requests shall not be unreasonably denied.
- H. \_\_\_\_\_ Vacation usage may not exceed the accrued vacation balance reported at the end of the prior pay period.
- I. At the time of appointment in units represented by the Union, employees appointed from outside Santa Barbara County government service from either a city, county, state agency, federal agency or special district, shall receive credit for their prior years' of public agency regular permanent (i.e. "classified" not temporary or extra help) service toward their annual vacation accrual rate if that public agency service ended within six months of the date of County employment.
- J. In addition to any credit provided for in Paragraph I, above, permanent employees who separate from County service and then return may recoup their past service credit for purposes of vacation accrual under the following conditions:
  - a. Employees may be absent from County service no more than three consecutive



- years; and
- b. Employees must have left County service in good standing and their last two performance evaluation ratings prior to leaving County service must have been satisfactory or above.

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

### SECTION 23. HOLIDAYS

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

New Year's Day, January 1  
Martin Luther King Jr's Birthday, 3rd Monday in January  
Presidents' Day, 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 25  
Two (2) Floating Holidays (See Paragraph B and K below)

- B. All regular employees in a pay status (including paid leave) for any portion of pay period one each year shall be credited with eight (8) hours holiday leave. Regular part-time employees shall receive a prorated equivalent. This holiday leave must be used during the payroll year and may not be accumulated from year to year. The floating holiday credit may be used in the same pay period in which it is accrued, subject to Paragraph C below.
- C. Holiday leave shall be subject to the approval and/or taken at the direction of the appointing authority or designee. An employee's request to use accrued holiday leave shall not be unreasonably denied.
- D. If a paid assigned holiday falls on Saturday, the preceding Friday shall be the holiday in lieu of the day observed. If a paid assigned holiday falls on a Sunday, the following Monday shall be the holiday in lieu of the day observed. For those employees who actually work Saturday and/or Sunday, the paid assigned holiday shall be the day on which the holiday actually occurs.
- E. Regular employees leaving County service shall be paid all compensatory holiday time which has accrued but has not been otherwise compensated.
- F. In the following sections reference to eight (8) hours shall apply to regular full-time employees and in the case of regular part-time employees the eight (8) hours shall be a pro rated equivalent.

- G. When a holiday falls on an employee's regularly scheduled work day, the employee shall be paid eight (8) hours cash payment for the holiday. When a holiday falls on an employee's regularly scheduled day off, the employee shall accrue eight (8) hours of compensatory holiday time. Employees who accrue holiday time shall take the compensatory time during the payroll year in which the holiday is accrued.
- H. When an employee who is overtime exempt is required to work on a holiday which falls on the employee's regularly scheduled work day, the employee shall, in addition to eight (8) hours regular cash payment for the holiday, accrue compensatory holiday time on an hour for hour basis for all hours worked up to eight (8) hours.
- I. When an employee who is eligible for overtime is required to work on a holiday the employee shall, in addition to eight (8) hours regular cash payment for the holiday, accrue compensatory holiday time at straight time and cash payment at one half time for all hours worked up to eight (8) hours.
- J. In order to receive holiday compensation, an employee must be in paid status on the scheduled work day immediately prior to and/or after the holiday. Notwithstanding the above, neither the first day of employment nor the last day of employment may be a holiday.
- K. In recognition of Cesar Chavez, an additional floating holiday will be credited in pay period 1, each year beginning in 2008, under the same conditions as in Paragraph B, bringing the total to two (2) floating holidays annually. Time off is granted pursuant to department head discretion. Employees may request and department heads may grant use of the floating holiday on March 31 each year, provided departmental operational needs are met.

#### SECTION 24. 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 during the time for which sick leave was requested. Under no circumstances is sick leave to be used in lieu of, in addition to, or as vacation. The Auditor may require a physician's certificate from the department in order to determine correctness of payroll records.
- E. When a member of an employee's immediate family is seriously ill or injured and requires an employee's presence and attendance, an employee may be allowed by the employee's appointing authority to use up to six days (48 hours) of the employee's accumulated sick leave



to attend such family member; provided, that not more than six days per year may be allowed for the illness or injury of any one member of the employee's immediate family. However, subject to department head approval, an employee may exceed the six day limit to care for an immediate family member who has a catastrophic or life threatening illness or injury as verified by a physician's statement.

- F. Up to a maximum of five days (40 hours) of an employee's accumulated sick leave may be allowed by an employee's appointing authority to an employee for absence from duty because of any and each death in an employee's immediate family.
- G. For the purposes of Section E and F above, "immediate family" is defined as husband, wife, domestic partner, parent, step parent, brother, sister, child, step child, grandparent, grandchild, and mother-in-law or father-in-law of the employee.
- H. An employee may, when necessary and at the discretion of the employee's 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.
- I. Each regular full-time or regular part-time employee with Accumulated Unused Sick Leave balances in excess of 240 hours as of September 17, 1978, will be eligible for sick leave pay off. Upon termination of employment from county services, 50% of the value of the eligible Accumulated Unused Sick Leave hours will be paid at the employee's hourly rate in effect as of September 17, 1978. Eligible Accumulated Sick Leave hours are defined as the Accumulated Unused Sick Leave hours between 240 hours and 960 hours reported as of September 17, 1978, or if less, then hours reported at the time of termination.
- J. Any payment made under Section I above will be made only once to an employee in the employee's work history with the County upon termination of employment. If an employee is subsequently rehired in the service of the County, incentive payment for Unused Sick Leave will not be applicable, and previous balances paid off upon termination will not be restored.
- K. Except upon Layoff in accordance with Civil Service Rule XI, termination of County employment shall abrogate all sick leave accrued to the time of such termination, 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. Except as provided in Section I, no payment shall be made to any employee for unused sick leave accumulated to the employee's credit at the time of the employee's termination from County service.

## SECTION 25. 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 25, Paragraph G) 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 have been or is expected to 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, notify other employees of the eligible employee's need for donations; 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 26. FAMILY CARE LEAVE

Family care leave benefits are set forth in the County's Administrative Policies and Procedures Manual and are provided in accordance with those benefits mandated by the provisions of Government Code Section 12945.2.

#### SECTION 27. OVERTIME

- A. The County shall determine those classifications eligible for overtime compensation. Employees in those classifications may be required to work overtime. When properly authorized in advance by the Department Head or the Department Heads' designated representative, employees required to work overtime shall receive overtime compensation in accordance with the following provisions.

An employee may not work overtime without the advance approval of the employee's Department of the Department Head's designated representative. For employees in Protective Services only and only when working in the field, if circumstances beyond the employee's control require overtime and the acquisition of advance approval is not possible, the employee shall:

1. if practical, attempt to obtain approval by telephone to work overtime; and
2. on the next working day, inform his/her immediate supervisor in writing of: the amount

- B. Overtime for non-exempt employees under the Fair Labor Standards Act (hereafter referred to as FLSA) will be defined as any hours worked beyond forty (40) hours in a seven day work period, exclusive of standby and call-back time. For the purposes of computing overtime, all

regular, scheduled work hours including paid leave time, except for sick leave, shall be considered time worked.

- C. Overtime work is compensable at the rate of time and one-half the regular rate as computed in accordance with FLSA. Overtime shall accrue in increments of tenths (1/10) of an hour (6 minutes), subject to a minimum of two-tenths (2/10) of an hour (12 minutes).
- D. Overtime shall be placed in a Compensatory Overtime account or paid in the pay period in which earned, at the discretion of the department head or his/her designated representative. The maximum allowable balance in the Compensatory Overtime account shall be 240 hours. A direction to take off compensatory time by the department head or his designated representative shall be given to the employee at least forty-eight (48) hours before the time off is to be taken.
- E. Requests by employees to take compensatory time off shall not be denied unless the time off would unduly disrupt the operations of the department. Compensatory Overtime shall be used before any leave-without-pay is granted pursuant to Rule XIV of the Santa Barbara County Civil Service Rules.
- F. Except upon termination of employment, hours in the Compensatory Overtime account as of the last pay period ending prior to June 30 and December 31 shall be paid off in cash based on the employee's regular hourly rate of pay in effect at the time of payment. Payments for compensatory overtime hours are taxable as lump sum payments in accordance with IRS and State Franchise Tax Board regulations and are subject to withholding as required by law. Overtime earned in the pay period in which a cash payoff is made shall not be included in the automatic payoff of the account balance.
- G. 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 compensation, except in an emergency as provided below.
- H. Employees in classifications exempt from overtime compensation are eligible for administrative leave in accordance with the provisions of Section 29.
- I. Regular employees in classifications exempt from overtime compensation and therefore not otherwise eligible for overtime pursuant to this Memorandum of Understanding 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.

- J. "Emergency" for the purposes of Paragraph I of this Section shall mean an emergency in the County of Santa Barbara, duly declared in writing by the Board of Supervisors, the County Administrator, or Deputy County Administrator, and shall also include emergencies in other jurisdictions in the State of California, approved in writing as an emergency by the County Administrator or Deputy County Administrator of the County of Santa Barbara.
- K. Overtime eligible part-time employees who work beyond their regularly scheduled work hours but less than the maximum allowable in their work period, shall be paid at straight time.
- L. Departments shall ensure that all employees covered by this Agreement are trained in county and departmental overtime policies and timesheet coding. Verification of such training for current employees shall be provided to the Union within three months of the ratification of this Agreement.
- M. Effective as soon as practicable after ratification of the agreement by SEIU Local 721 members and subsequent approval by the Board of Supervisors, employees in the classification of Social Service Practitioner shall be considered non-exempt (overtime eligible).

#### SECTION 28. ADMINISTRATIVE LEAVE

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

- A. Purpose. Salaried employees are compensated for meeting the requirements and performing the duties of their job regardless of the number or scheduling of hours worked. Such employees may be required periodically or routinely to work long or irregular hours, and to attend various meetings and functions outside of normal "business hours" to fulfill their responsibilities.  
  
Due to standards of public accountability and the resulting need for all employees to account for all time for which they are compensated, the County has created a vehicle to record paid time off not charged to accrued leave balances when a salaried employee occasionally works less than his/her regular schedule. This paid time off is called administrative leave. The purpose of administrative leave is to provide a process for authorized leave time to record amounts to be paid to salaried employees when their pay period total regular hours plus any use of vacation, holiday or sick leave is less than their normal schedule (e.g., 80 hours for full-time employees).
- B. 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 80 hours of

administrative leave per payroll year. The County Administrator may approve additional administrative leave upon the written request of the department head.

## SECTION 29. RETIREMENT

A. The County offers the following retirement plans:

1. Employees Hired Before October 10, 1994  
Contributory Retirement Plan (Plan 5A – Half Rates FAS-1)
2. Employees Hired On or After October 10, 1994  
Contributory Retirement Plan (Plan ~~5B-5C~~ – Half Rates FAS-3)
3. Employees Hired between June 25, 2012 and January 1, 2013  
Contributory Retirement Plan, 2% at age 61 1/4 formula (Plan 7 – Half Rates FAS-3)
4. Employees Hired On or After January 1, 2013  
Contributory Retirement Plan, 2% at age 62 formula (Plan 8 – Full Rates FAS-3)

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

B. Classic/Legacy employees will begin paying part of the County's mandatory retirement contributions when the County Auditor-Controller's Office completes the programming and payroll testing necessary to implement the change, which will be as soon as practicable but not before July 2, 2018.

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

Effective in Pay Period 15-2019 (July 1, 2019), "Classic/Legacy" employees will contribute an additional 0.5% (for a total of 2.0%) of their pensionable income as a partial replacement of the mandatory employer contribution.

Effective in Pay Period 15-2020 (June 29, 2020), "Classic/Legacy" employees will contribute an additional 0.5% (for a total of 2.5%) of their pensionable income as a partial replacement of the mandatory employer contribution.

Once the required payments begin, they will be credited to the employee's account and designated "employee contributions" for purposes of Government Code section 31631(b). To enable employees to make these contributions with "pre-tax dollars," the County deems the contributions "picked up" pursuant to Internal Revenue Code section 414(h), Government Code section § 31581.2, and Santa Barbara County Resolution 02-281.

~~The 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 and upon request provide an opportunity to meet. The~~



~~purpose of the meeting will be to discuss the implementation of the contribution rate changes. The effective date of rate adjustments shall be in accordance with the applicable provisions of the County Employees Retirement Law of 1937.~~

~~C. Employees will pay one-half of the annual increase in Retirement COLA Normal costs, not to exceed a cap in their increased costs of 2% in any given year.~~

~~D. On or after September 1, 2017, the parties will reopen negotiation on the issue of employee retirement contribution rates and potential related salary adjustments. The union shall have full impasse rights related to such negotiations at that time.~~

### SECTION 30. DEFERRED COMPENSATION

The County shall contribute 0.36% of the employee's base salary each pay period into a 401(a) deferred compensation plan for the benefit of the employee. All employer contributions shall be immediately vested to the employee. Employees are responsible for the investment of assets in their individual account among the investment choices available and offered by the Plan Administrator. If an employee fails to direct any specific investment choice, the assets in his/her individual account will automatically be invested in the Plan Administrator's "general account." Specifics of the 401(a) Plan are contained in the Plan Document.

### SECTION 31. STANDBY

- A. For employees represented by the Union, payment for standby duty will be made for all hours an employee is assigned to standby duty. The County shall determine the employees assigned to standby duty and the period of time assigned.
- B. Stand-by duty requires that employees so assigned:
  - 1. be ready and take steps immediately to respond within a reasonable time to calls for their service;
  - 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.
- C. The standby pay will be at the rate of \$4.00 per hour for each hour on such standby duty.
- D. No employee shall be paid for stand-by duty time and other compensable duty time simultaneously.
- E. In the case of Social Services Supervisors I/II classifications, standby duty shall only be assigned as specifically approved by the Division Chief. This approval shall be based on issues of staffing and/or other special needs.



- B. Employees who are called back to work shall be compensated at the appropriate rate. Work time shall begin at the time of notification to promptly report to work or, if not promptly, at the time the employee is required to depart to report to work, and continue until the employee completes work and returns to home (or the location called out from), the nearest regular work site or the county line, whichever is the shortest distance. A minimum of two (2) hours at the appropriate rate shall be paid in those cases when an employee is required to report to a job site or emergency response location, but the minimum shall not apply if the employee is not required to report to another location.

This provision shall not apply to schedule changes, including but not limited to, "double backs."

- C. Exempt employees who are assigned to standby duty in Protective Services and who are then called back to work shall receive straight-time compensation for hours worked. Work time shall begin at the time of notification to report to a job site and continue until the employee stops work.
- D. During the term of this Agreement, either party may reopen negotiations on the issues of Callback or Standby and related changes in terms and conditions of employment. If either party reopens negotiations on either of these subjects, the proposed changes will not be implemented unless the parties mutually agree.
- E. Effective January 31, 2005, non-protective service social workers who are assigned to Protective Services standby duty shall receive the PS/L rate of pay, at the same pay step as the employee's regular pay step in range, for all call back time they work on such assignments.

### SECTION 33. BILINGUAL ALLOWANCE

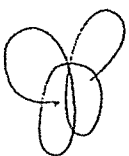
An employee, whose duty assignments require regular and frequent use of bilingual language skills in English and either Spanish or Hmong, or any other language including but not limited to American Sign Language, shall be designated by the department head to receive a bilingual allowance. The department head shall designate the employee in writing to the Human Resources Director prior to the allowance being effective. The employee shall retain such bilingual designation only until a change in assignments is reported in writing by the department head to the Human Resources Director. Additional compensation for bilingual duties is payable as an allowance and not as part of basic salary, but shall be payable at the same time as a regular compensation. When a full-time employee is assigned by a department head to duties requiring regular and frequent use of bilingual language skills he/she shall receive an allowance of \$57.69 per pay period. When a part-time employee is assigned regular and frequent bilingual duties, the bilingual allowance shall be prorated and paid on the same basis that the part-time position is filled and compensated.

As used in this section, the phrase "regular and frequent" means on an annual average of at least once each working day or 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 any language in addition to English, occasional or incidental use of bilingual language skills 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.

As used in this section, the phrase "regular and frequent" means on an annual average of at least once each working day or 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 any language in addition to English, occasional or incidental use of bilingual language skills 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 34. SHIFT DIFFERENTIAL PAY

- A. Employees shall receive additional compensation at the rate of \$.75 per hour for all hours worked on an assigned shift when the majority of the hours worked are between 6:00 p.m. and 7:30 a.m.
- B. In lieu of compensation set forth in paragraph A above, employees shall receive additional compensation at the rate of \$1.50 per hour for all hours worked on a regularly assigned shift when the majority of the hours worked are between 12:00 a.m. and 6:30 a.m.



### SECTION 35. MILEAGE REIMBURSEMENT AND TRAVEL TIME

- A. Employees who, when authorized by their department, use their personal vehicle for County business shall be reimbursed for each mile driven on County business. Said reimbursement shall be at the amount per mile exempted by the Internal Revenue Service for reporting of income. If there are any changes in I.R.S exemptions, the County shall notify the Union.
- B. If a non-exempt employee is required to travel to a work location other than the regularly assigned work location, the employee shall be compensated for the normal travel time required from the regularly assigned location to the alternate work location, or the travel time from the employee's home to the alternate work location, whichever is less.
- C. The County shall inform, at the time of hire and subsequently whenever there is a change in that policy, each employee who may be authorized to use their personal vehicle for County business of the County policy and procedures for receiving mileage reimbursement.

### SECTION 36. TRAINING, TUITION AND TEXTBOOK REIMBURSEMENT

- A. To the extent funding is available the County shall provide for textbook and tuition reimbursement for regular full-time employees 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.

Local 721 represented employees in the Department of Social Services may be eligible for higher reimbursements up to \$2,000 depending on classes taken/degrees pursued. All reimbursements to employees of the Department of Social Services shall be administered according to policies and procedures established by the Department.

SEIU Local 721 and the County have a shared interest in employees' having access to training that maintains or improves the quality of work performed by employees. Employees may request to participate in training at the Employees' University and other venues with reasonable notice; the ability to participate in such training shall not be unreasonably denied. The parties agree to reopen negotiations on this section in year 2014-2015 at the union's request.

- B. Only costs for textbooks required for approved courses shall be deemed reimbursable through this program.

### SECTION 37. 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 38. ALTERNATIVE WORK SCHEDULES AND JOB SHARING

- A. The County and the Union agree that under some circumstances, alternative work schedules (9/80, 4/10, and/or modified starting or ending times) may be beneficial to both employees and the County. Accordingly, employees may request to work an alternative work schedule. Such requests shall be subject to approval by County management. County management reserves the right to remove employees from alternative work schedules. To the extent possible, two weeks advance written notice will be provided to the employee. Employees shall not be removed from alternative work schedules for arbitrary or capricious reasons.

Local 721 may submit alternate workweek proposals for individual departments. County Employee Relations will arrange meetings with Departments regarding union proposals. If no agreement is obtained, Local 721 may appeal to the County Executive Officer or designee.

In addition, telecommuting requests by employees that are consistent with the County's Teleworking policy but are rejected by individual departments are also subject to appeal to the County Executive Officer or designee.

- B. Individuals interested in job sharing may submit a proposal to their department head for consideration. The department head may approve a job sharing arrangement under such terms and conditions as he/she deems appropriate consistent with this Memorandum of Understanding and applicable Civil Service Rules. If a job share is approved, the arrangement must be in writing and a copy shall be placed in the employees' personnel file maintained by the Human Resources Department. Participating employees are not guaranteed a right to return to their prior status.

## SECTION 39. REASSIGNMENT POLICY

- A. Definition

For purposes of this section, a reassignment is a change from a position in one work location, shift, unit, program, or division to a position in another work location, shift, unit, program or division in the same class.

- B. Voluntary Reassignment

1. An employee who wishes to be considered for reassignment shall make a written request for such reassignment to the designated department administrator for consideration. An employee may submit an unlimited number of such requests. The department administrator shall acknowledge in writing within two weeks receipt of the employee's reassignment request. Department management will maintain a record for at least one year of such requests for consideration.

2. Except as provided below, departments shall post notices of vacancies in order to afford employees interested in reassignment an opportunity to request reassignment to a vacant position. Said notices shall be posted when it is known that a vacancy is available to be filled. The notice shall include the classification of the position to be filled, location, work schedule and shift, unit and program. In instances in which other vacancies may result from filling the initial position, the notice for the initial position shall contain a statement which notifies employees of this possibility and encourages interested employees to submit request(s) for reassignment to the appropriate department manager. Said notices shall be sent via e-mail to all bargaining unit employees in the department.
3. Requests for voluntary reassignment will be given first consideration for a position and shall be granted an interview before an open or free name eligibility list is considered. An employee who requests a voluntary reassignment to the same unit within a year's time shall be offered the opportunity to be re-interviewed by the hiring supervisor.
4. An employee may withdraw his or her request for reassignment at any time.
5. Employees whose requests for reassignment into a position are not granted shall be notified in writing as soon as practicable.

#### C. Involuntary Reassignment

When making a permanent reassignment not requested by the employee, management shall provide at least two (2) weeks notice in writing to the affected employee, except in cases of exceptional operational necessity.

In addition, employees who are permanently reassigned from one work location to another and who believe the reassignment has been made for punitive, arbitrary, retaliatory (unless covered by EEOC), or capricious reasons may appeal to HR-Employee Relations, which will facilitate a meeting with the employees' department. The County and the union agree there should be a business reason for involuntarily reassigning employees permanently from one work location to another.

### SECTION 40. EMPLOYMENT OPPORTUNITIES

- A. The County shall publish and post biweekly a listing of available employment opportunities at specific locations within the County. A copy of such listings will be sent to the Union for its information. A list of the posting locations will also be furnished the Union and kept current.
- B. With respect to promotional opportunities, an employee certified as eligible for a classification shall be formally interviewed by the department. The interview will not be repeated for 180 days provided that the assignment considered and interviewed for is similar in work area (location), assignment and job duties assignment. For Social Services Department, all eligibility function assignments are considered to be "similar job duties," and all social service function assignments are to be considered "similar job duties." In any event, employees who are certified as eligible for a classification shall be formally notified prior to consideration by the department.

A telephone call informing the employee that they are being considered shall constitute formal notification.

#### SECTION 41. EMPLOYEE PERFORMANCE REPORTS

- A. Employee Performance Reports (EPRs) shall be prepared for each employee at least on an annual basis.
- B. All employees responsible for preparing EPRs will receive a copy of the "Guidelines for Performance Management" published by the Human Resources Department prior to preparing an EPR for the first time.
- C. Employees receiving an EPR which results in the denial of a merit increase shall be reevaluated at least every three (3) months until such time as their performance is deemed satisfactory.
- D. All unit employees shall have the right to use the County mediation program to appeal less than satisfactory performance evaluations.

#### SECTION 42. 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/she will be shown all contents of the file except those materials designated confidential by law. Copies 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 43. REDUCTION IN WORK FORCE

- A. In the event of anticipated layoff or reduction of the employees represented by the Union, the County agrees to give written notice to the Union and shall promptly meet and confer with the Union to discuss the situation and review all applicable Civil Service procedures prior to taking any action. The County shall provide the Union with a layoff abstract of the employees in the classes affected by the layoff at least thirty (30) calendar days prior to the effective date thereof.
- B. It is recognized that any reduction in force shall be accomplished in accordance with the County's layoff procedures which are set forth in the rules of the Civil Service Commission.
- C. In the event of proposed rule changes in the area of layoff, the County agrees to notify the Union in writing prior to the time any action to change said rules is taken. The County shall meet with the Union regarding the proposed changes upon request of the Union.



- D. For the sole purpose of avoiding layoffs in the Social Worker and Eligibility Worker classifications, should a reduction in force be deemed necessary, the Social Services Department will offer part-time employment to all staff in the affected classes on a voluntary basis. The department shall be under no obligation to create more than sixteen (16) part-time positions pursuant to this section.

#### SECTION 44. BULLETIN BOARDS

- A. The County shall provide designated bulletin board space on existing bulletin boards for the Union, the size and location to be determined jointly by departmental management and the Union. All materials to be posted shall be nondefamatory in nature, must be approved and signed by a Union official and shall be used for 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.
- B. Material listed in A above shall be posted only on those areas designated as official bulletin boards.

In cases where the Union, in whole or in part, represents more than one bargaining unit at a work location, the space described above will become the bulletin board space for all employees represented by the Union at the work location.

#### SECTION 45. USE OF COUNTY COMPUTER RESOURCES

Employees' rights and obligations regarding use of the County's computers and computing resources (including e-mail) are governed by the County's Acceptable Use Policy. The parties agree that occasional and incidental use of County computing resources for Union business is allowable within the parameters of the Acceptable Use Policy, so long as such use does not interfere with the performance of work duties, the effective delivery of services, result in any cost to the County, or unduly compromise the security of County systems.



## SECTION 46. SOCIAL SERVICES CASELOADS

### A. Definitions

#### 1. Caseload:

- a. Intake assignment - the number of applications/referrals processed/disposed by an individual during a calendar month.
- b. Ongoing assignment - the number of cases for which an individual has overall responsibility during the calendar month.

#### 2. Case Count Date - the first working day of the calendar month will be used for purposes of calculating both individual and department caseloads.

### B. Workload

The County and the Union accept the principle that caseloads should be equitably distributed within each type of category so that each eligibility and social worker should have a caseload generally comparable to that of other workers in the same type of work assignment and of comparable experience.

### C. Meet and Confer regarding Workload

The County and the Union agree to meet and confer in good faith for a maximum of 30 days regarding workload guidelines on an annual basis following receipt and analysis of funding allocations for departmental programs (typically November). The subjects of this meet and confer may include workload equalization, including the development of tools to equitably distribute workload, and the continued development of streamlining procedures. The County and the Union agree to meet and confer in good faith regarding workload guidelines and other impacted terms and conditions of employment prior to implementing significant program changes mandated by the State or federal government. The County will provide official fiscal information related to setting the guidelines. In the event of a change in the amount of funding from the Federal, State and/or County level that would significantly affect guidelines, a special meeting may be called for the purpose of adjusting the guidelines.

### D. Trainees

The County agrees to maintain ten unassigned EW I positions for the purpose of establishing a trainee pool to be available to fill vacancies in a timely fashion. Trainees will remain in the training pool until fully trained. These positions will be established based upon continued availability of Federal, State and/or County staff development block grant funding.

E. Bilingual Caseload

The County agrees that if in the future the State weighs bilingual cases more than English-only cases and provides funding accordingly, the County will make corresponding changes in the guidelines for bilingual caseloads.

The County shall implement Spanish-language versions of all Notices of Action within one year of the ratification of this agreement. Spanish-language versions of Notices of Action received by the department after that date shall be made available within one month of receipt by the department.

SECTION 47. ELIGIBILITY WORKER III POSITIONS

The County shall continue to fund Eligibility Worker III lead worker positions in all Social Services work units containing over six (6) eligibility workers.

The County agrees to reopen regarding Eligibility Worker III lead worker ratios on or after January 2, 2014.

SECTION 48. CIVIL SERVICE RULES

The parties agree to continue discussion regarding modernization of Civil Service Rules, including possible revision of Civil Service Rule 912: appeals of discipline (Reduction, Suspension, Termination) to Binding Arbitration for final resolution, and appeals of discipline (Reduction, Suspension, Termination) to mediation prior to the final step of appeal. Changes shall be contingent upon mutual agreement and, if necessary, Civil Service Rules changes.

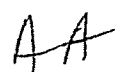
Prior to proposing amendments of the Civil Service Rules to the Civil Service Commission, the County shall notify the Union of any such proposed changes.

SECTION 49. LEGAL REPRESENTATION OF EMPLOYEES

The County shall inform, at time of hire and subsequently whenever there is a change in that policy, each employee within the scope of this agreement of the County policy and procedures regarding defending and indemnifying employees in accord with California Government Code Sections 825 et seq. and 995 et seq. In addition, all such current employees shall also be informed of the policy within 60 days of the effective date of this agreement.

SECTION 50. SAFETY

- A. The County recognizes its obligation to provide and maintain a safe and healthy working environment for its employees.
- B. The Union and County agree that it is in the best interest of all to provide a safe and healthy working environment and that this requires a cooperative effort by all concerned.



- C. An employee who observes an unsafe condition shall report the matter to his/her supervisor or other designee.
- D. The Probation and Social Services Departments shall each develop a safety committee composed of management and employee representatives. Employee representatives shall be representative of the geographic locations and functional duties of each department and be selected by the employees themselves from a list of volunteers/nominees. The purpose of the committee is to evaluate safety concerns and to make recommendations to the department head. Committee meetings would be held quarterly or as otherwise agreed by the committee members.
- E. Allegations regarding violations of this Section shall be processed in accordance with the County's Safety Policy.
- F. A County Labor/Management Safety Advisory Committee shall be established. The Director of General Services will work with the Union and other interested labor organizations/employee groups to determine a mission statement, operating procedures and membership of the committee on a cooperative basis. Union representatives who are employees will receive paid release time for committee activities occurring during the employee's work hours.

#### SECTION 51. WORKPLACE AND FIELD SAFETY

- A. The County will develop and mandate attendance at a Workplace and Field Safety class for workers required to perform job duties in the field, such as making home visits, field investigations, and transporting clients.
- B. The County shall meet and consult with the Union in order to update the Child Welfare Services Safety Guide. Included in this process, the parties will review the issue of appropriate identification.

#### SECTION 52. 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 53. GRIEVANCE PROCEDURE

### A. Purpose

1. To promote improved employer-employee relations by establishing a grievance procedure to afford employee, individually or through qualified representation, a systematic means of obtaining consideration of complaints, questions, and disputes which constitute grievances as hereinafter defined.
2. To enable grievances to be settled as promptly and as closely as possible to the point of origin.

### 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 Memoranda of Understanding, department-wide policy or practice or County rules, regulations, resolutions, or ordinances, except those issues that provide their own means of administrative appeal:

1. Appeals of disciplinary actions and appeals relating to Civil Service examinations shall be filed and processed pursuant to Santa Barbara County Civil Service Rules.
2. Complaints relating to discrimination, occupational health and safety, Worker's Compensation and matters under the jurisdiction of the Santa Barbara County Employees Retirement System Board shall be processed pursuant to established County complaint procedures in these areas.

### C. Basic Rules

1. Nondiscrimination - Any employee (meaning a grievant), as that term is defined above, may file grievance or may authorize by signature the filing of a grievance on his/her behalf without fear of restraint, interference, coercion, discrimination or reprisal.
2. Grievance forms
  - a. Grievance forms shall be made available to the employee through the Personnel Department, other County departments and Recognized Employee Organizations, and all formal grievances shall be submitted on these forms. Any change in the form shall be by mutual agreement.
  - b. Grievance forms must explicitly specify the agreement, rule, resolution or ordinance, the violation of which is being alleged as the basis for the grievance. The remedy requested must also be specified.

3. No modifications in the basic violation being alleged pursuant to section (2) (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.
4. Notice of Meetings - Both the County and the grievant or his/her representative shall be responsible for giving notice of meetings and conferences to their representative parties at least twenty-four (24) hours prior to any meeting regarding a grievance whenever possible.
5. Right of Representation
  - a. The employee has the right to the assistance of one employee representative in addition to a staff representative of the Union in the preparation and/or presentation of his/her 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 him/herself individually at any step of the Grievance Procedure.
  - c. A grievant may not change his/her designation of representative organization, other than designating him/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 in such a meeting.
6. Grievance Withdrawal - The grievant 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.
7. Grievance Resolution - If a grievance is resolved at Step 2, 3 or 4 in the Procedure as provided in Section E herein, the grievant concerned shall indicate acceptance of the resolution by affixing his/her signature in the appropriate space indicated.
8. By mutual agreement, the parties may revert the grievance to a prior level for reconsideration. If the grievance is not then settled at the prior level, the grievant shall continue to have the rights set forth in this Procedure.
9. 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.

10. Accelerated Advancement of Grievances - In order to provide an effective mechanism whereby grievances may be resolved, the grievant may choose to proceed directly to Step 3 of the Grievance Procedure when he/she believes the authority for effective resolution of the matter lies with the department head or higher, and when the grievance affects more than one employee and more than one division or department. In such instances, a written grievance shall be submitted to the department head within twenty-one (21) calendar days 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.
11. In those cases in which the employee elects to represent him/herself, or arranges for independent representation, and where the grievance relates to an alleged violation of the MOU, the County shall provide to the Union a copy of the grievance form and the resolution agreed to by the employee and the County.

D. Process

1. The Grievant and/or the Grievant's 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

Insofar as possible, when a grievant's representative at Steps 1 and 2 is a County employee, the representative shall be employed in the same work locations as the grievants. When the foregoing condition cannot be met, a grievant's representative who is a County employee may be employed outside the same work location, provided said representative is from the same general location (i.e. North County and South County).

- b. Grievance Preparation

1. A grievant or a grievant's 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. Such time off shall be granted within three (3) working days.
2. When a grievant or any representative must go into a section, department or work unit to investigate a grievance, she/he shall be permitted to do so, provided she/he explains the purpose of the visit and who she/he is visiting to the supervisor of said action, department or work unit. If immediate access cannot be granted upon request, it shall be granted within three (3) working days.

c. Grievance Meetings

1. A grievant or a grievant's representative who is a County employee shall, upon notification to his/her supervisor, be granted time off to attend grievance meetings scheduled pursuant to Section E of this Procedure.
2. A grievant or a grievant's 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 she/he must participate.

- d. A grievant 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 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 grievant'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 limit imposed shall terminate the grievance process and the grievance shall be considered resolved.
- d. The grievant shall promptly 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 aggrieved with his/her immediate supervisor within twenty-one (21) 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 five (5) working 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 (except as indicated in Paragraph D, below) within seven (7) working days after the receipt of the immediate supervisor's verbal response. The grievant shall file one (1) copy with the Human Resources Department.
- 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 five (5) working days of receipt of the grievance, the immediate supervisor shall schedule a meeting with the grievant to discuss the grievance. Within (5) working 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 initiated by the department head prior to the delivery to the grievant.
- d. In the Department of Social Services, the written grievance shall be submitted to the employee's division chief rather than the employee's supervisor, under the same conditions listed in paragraph A above. It shall be the employee's responsibility to provide a copy of the grievance filed with the division chief to the employee's supervisor. The division chief shall respond in the same manner as described in paragraph C, above.

3. Step 3 - Review by 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 seven (7) working 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/her representative shall meet with the employee to discuss the grievance. The department head shall deliver his/her written decision to the grievant and his/her representative within ten (10) working days after the discussion.



4. Step 4 – County Administrator

- a. In the event the employee believes his/her grievance has not been satisfactorily resolved, she/he shall submit the grievance in writing to the County Administrator within seven (7) days from receipt of the department head's written response. A meeting of the parties may be held by mutual agreement of the parties.
- b. Within ten (10) working days from receipt of the grievance, the County Administrator shall deliver his/her written decision to the grievant and his/her representative.

5. Step 5 – Mediation

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

6. Step 6 - Arbitration

- a. If the grievance is not settled or disposed of at Step 4, within ten (10) working days the Union may submit the grievance to the Director of Human Resources for arbitration. The Arbitrator shall be selected from a panel provided by the State Mediation and Conciliations Service. The hearing shall be conducted in accordance with the rules and regulations of the American Arbitration Association unless the parties mutually agree to other rules or procedures for the conduct of such arbitration. The Arbitrator's decision and award shall be final and binding on the parties unless the grievance is based solely on a department-wide policy or practice, in which case the matter may go to Step 6 as provided for below.
- b. The fees and expenses of the Arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expense including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during arbitration, will be the responsibility of the individual party involved.
- c. Not more than one grievance shall be submitted to arbitration in the same proceeding without the consent of the parties, except that grievances that are based on the same set of facts which must necessarily be decided in the same way can be submitted in a single arbitration subject to the consent of the parties.
- d. The County and the Union shall endeavor to make a submission agreement, setting forth the issue of issues to be submitted to arbitration and any agreed

stipulated relevant facts and principles. In the event of disagreement between the County and the Union, the issue or issues of the grievance shall be determined by the Arbitrator.

- e. The Arbitrator shall have jurisdiction and authority to interpret the specific terms and provisions of this Memorandum of Understanding. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
  - 1. The interpretation, application, or legality of any federal, State or local law, ordinances or resolutions adopted by the County's Board of Supervisors; however, if the Arbitrator, in his discretion, finds it necessary to interpret or apply such federal, State or local law or ordinance or resolutions in order to resolve the grievance which has been submitted to arbitration, he may do so.
  - 2. The interpretation, application, or legality of any or all of the County of Santa Barbara Civil Service Commission Rules, nor matters under the jurisdiction of said Civil Service Commission for which the Commission has established procedures or processes by which employees may appeal to, or request review by, said Civil Service Commission; however, if the Arbitrator, in his discretion, finds it necessary to interpret or apply such Civil Service Rules or matters under the jurisdiction of said Civil Service Commission in order to resolve the grievance which has been submitted to the Arbitrator, he may do so.
  - 3. The interpretation, application, or the legality of the rules or regulations of the department head, or the County Administrator, or any other County agency, or Commission; however, if the Arbitrator, in his discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the Arbitrator, he may do so.

#### 7. Step 7 - Board of Supervisor's Final Decision

The Arbitrator's decision and award provided for in Step 5 shall be final and binding on the parties UNLESS the Board of Supervisors, when the grievance is based solely on a department-wide policy or practice, by majority vote, votes to set aside the decision and award of the Arbitrator within forty (40) days from the date of the issuance of the award and decision of the Arbitrator. In such event, the Board of Supervisors shall deliberate the grievance and, within a reasonable period of time (not to exceed forty (40) days), shall arrive at a decision which shall be final and binding. During such deliberations the County Administrator, or his/her designated representative, and the Union Representative shall make their presentations to the Board of Supervisors. Where possible, such presentations shall be made within thirty (30) calendar days from the date of the issuance of the Arbitrator's award. In the event the

Board sets aside the decision and award of the Arbitrator, the County shall pay the Arbitrator's fee. Each party to the arbitration will still be responsible for their own expenses and costs of arbitration.

#### SECTION 54. AUTOMATIC PAYROLL DEPOSIT

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

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

#### SECTION 55. 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 56. 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.



DATED: 4-17-18

COUNTY OF SANTA BARBARA

Tracy Rogers  
Tracy Rogers  
Employee Relations Specialist

Robert Clark  
Robert Clark  
Employee Relations Manager

Joseph Pisano  
Joseph Pisano  
Interim Chief of Employee Relations

DATED: 4/17/18

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 721

Aram Agdaian  
Aram Agdaian  
Campaign Coordinator/Negotiator

Wendy Basgall  
Wendy Basgall  
Worksite Organizer/Bargaining Team Member

Pamela Meadows  
Pamela Meadows  
Bargaining Team Member

John Fajardo  
John Fajardo  
Bargaining Team Member

Victoria Arce  
Victoria Arce  
Bargaining Team Member

Elisa Robles  
Elisa Robles  
Bargaining Team Member

Rob Perry  
Rob Perry  
Bargaining Team Member