

**Side Letter Agreement between  
Santa Barbara County Air Pollution Control District and  
Santa Barbara County Air Pollution Control District Employees Association  
(SBCAPCDEA)  
June 18, 2015**

The parties agree that the Memorandum of Understanding between the Santa Barbara County Air Pollution Control District Employees Association (SBCAPCDEA) and the Santa Barbara County Air Pollution Control District (APCD) scheduled to expire on June 30, 2016 shall be extended to June 30, 2018 with all provisions in full force and effect, except what is provided herein.

The parties agree to the following modifications (strike-out/underlined) to the respective Articles of the MOU:

**Article 2 – Term of Agreement**

No sooner than July 1, 2017 the parties may reopen negotiations regarding one (1) issue for each party.

**Article 3 – Salaries**

Effective January 1, 2016 (pay period 1) the base salaries of all position classifications represented by ~~SEIU~~ shall be increased by two percent (2%).

SBCAPCDEA

Effective January 1, 2017 (pay period 1) the base salaries of all position classifications represented by ~~SEIU~~ shall be increased by two percent (2%).

SBCAPCDEA

**Article 9 – Medical and Dental, Long-Term Disability, Employee Assistance Plans, and Management Life**

H. Effective January 1, 2014 (pay period 2) the APCD shall contribute \$185.63 semi-monthly toward the cost of the monthly premium for employee-only medical plan coverage through June 30, 2016. Effective January 1, 2014 (pay period 2) the APCD shall also contribute \$19.44 semi-monthly toward the cost of the monthly premium for employee-only dental plan coverage through June 30, ~~2016~~2018. For the period between January 1, 2015 and June 30, 2015 the District shall contribute an additional amount of \$14.79 semi-monthly toward the cost of the monthly medical plan premium for employee-only medical plan coverage for each employee enrolled in the APCD medical plan. Effective July 1, 2015 (pay period 14) the APCD shall continue to contribute the additional \$14.79 semi-monthly toward the cost of the monthly premium for employee-only medical plan coverage. The APCD shall also contribute an additional amount of \$10.00 semi-monthly for a total contribution of \$210.42 semi-monthly toward the cost of the monthly premium for employee-only medical plan coverage for each employee enrolled in the APCD medical plan. Alternately, employees may direct that the combined additional \$24.79 semi-monthly amount be applied to their existing 457 Deferred Compensation account or open a new account with a minimum contribution of \$24.79 semi-monthly and the APCD will match the \$24.79 semi-monthly contribution. Effective January 1, 2017 (pay period 1) the APCD shall contribute an additional amount of \$10.00 semi-monthly for a total contribution of \$220.42 semi-monthly toward the cost of the monthly premium for employee-only medical plan coverage for each employee enrolled in the APCD medical plan through June 30, 2018. Alternately, employees may direct that the additional \$10.00 semi-monthly amount be applied to their existing 457 Deferred Compensation account or open a new

account with a minimum contribution of \$10.00 semi-monthly and the APCD will match the \$10.00 semi-monthly contribution. These contributions are based on full-time employment; part-time employees shall receive a prorated contribution based on their percentage of full-time employment status. Insurance plan premiums that exceed the APCD's contribution shall be paid by the employee through payroll deductions.

### **Article 18 – Stand-by Duty Reserved**

~~Employees assigned to stand by duty by the APCO shall be compensated and governed by the following:~~

- A. ~~Stand by duty requires that employees so assigned:~~
  - 1. ~~Be ready and able to take immediate steps to respond to calls for their services within a reasonable amount of time;~~
  - 2. ~~Be available by telephone or paging device;~~
  - 3. ~~Remain within a specified distance or time from their work stations, and;~~
  - 4. ~~Refrain from activities which might impair their ability to perform their assigned duties.~~
- B. ~~Compensation shall be at the rate of \$2.00 per hour for each hour on such stand by duty and shall be paid at the same time as scheduled for the pay period in which the stand by duty was performed.~~
- C. ~~Stand by pay, when properly authorized, shall be paid for a minimum of one hour.~~
- D. ~~No employee or other qualified person shall be paid for stand by duty time and other compensable duty time simultaneously.~~

### **Article 20 – Holidays**

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

New Year's Day, January 1  
Martin Luther King Jr.'s Birthday, 3<sup>rd</sup> Monday in January  
President's Day, 3<sup>rd</sup> Monday in February  
Cesar Chavez Day, (March 31)  
Memorial Day, last Monday in May  
Independence Day, July 4  
Labor Day, 1<sup>st</sup> Monday in September  
Veteran's Day, November 11  
Thanksgiving Day, 4<sup>th</sup> Thursday in November  
Thanksgiving Day Friday, 4<sup>th</sup> Friday in November  
Christmas Day, December 25  
Floating Holiday (see Section 20C below)  
December 28, 29, 30 and 31 for 2015\*  
December 27, 28, 29, 30 for 2016\*

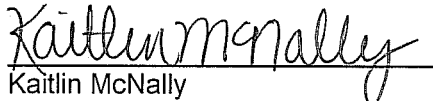
\*These dates will sunset as of December of 2016.


The parties stipulate that this agreement shall not be binding upon the parties either in whole or in part unless and until ratified by the SBCAPCDEA and formally approved by a majority vote of the APCD Board of Directors.

The intent of the parties is that this Side Letter Agreement appear on the APCD Board of Directors agenda for potential approval on June 18, 2015.

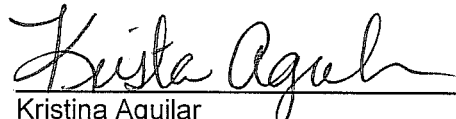
SBCAPCDEA

APCD

  
Kaitlin McNally  
Bargaining Unit Representative

  
Louis D. Van Mullem  
Air Pollution Control Officer

  
Molly Pearson  
Bargaining Unit Representative


  
Kristina Aguilar  
Administrative Manager

6-3-15  
Date

June 5, 2015  
Date

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI  
Santa Barbara County Counsel

By   
Deputy