

**Side Letter Agreement between  
Santa Barbara County Air Pollution Control District and  
Engineers and Technicians Association  
June 18, 2015**

The parties agree that the Memorandum of Understanding between the Engineers and Technicians Association (ETA) 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 July 1, 2015 (pay period 14), all current employees in the classifications of Inspector Specialist II and Inspector Specialist III shall receive a one-time payment of \$1,000, less appropriate deductions.

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

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

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

H. Effective September 1, 2013 (pay period 20) the APCD shall contribute \$210.63 semi-monthly toward the cost of the semi-monthly premium for employee-only medical plan coverage through June 30, 2016. The APCD shall also contribute \$19.44 semi-monthly toward the cost of the semi-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 amount of \$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 \$235.42 semi-monthly toward the cost of the monthly premium for employee-only medical plan coverage for each employee enrolled in the APCD medical plan. Effective January 1, 2017 (pay period 1) the APCD shall contribute an additional amount of \$10.00 semi-monthly for a total contribution of \$245.42 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. 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 22 – 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 22C 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.

## Article 39 – ~~Salary Inequity Studies~~ Reserved

- A. ~~During the month of August the ETA may request one inequity study of one classification or classification series contingent on one or more of the following criteria in:~~

- ~~• Significant turnover in a position or series (2 or more positions) and the APCD must experience a difficulty in recruiting qualified candidates (eligibility list contains less than 10 names);~~
- ~~• Salary compaction within an ETA represented series below 10% based on the "E" step, and~~
- ~~• Significant external misalignment ("significant" is to be defined as at least 8% under the median value) with classifications with similar responsibilities or duties based on the median of the following agencies:
  - ~~❖ SLOAPCD~~
  - ~~❖ VCAPCD~~
  - ~~❖ SJVUAPCD~~
  - ~~❖ SCAQMD~~
  - ~~❖ MBUAPCD~~~~

- B. ~~Requests for review will include the following information:~~

- ~~1. Class to be studied;~~
- ~~2. Which criteria set forth above are applicable;~~
- ~~3. Supporting data that justifies the request;~~
- ~~4. Any known or anticipated compaction or "ripple effects" created by an adjustment;~~
- ~~5. Percentage increase proposed; and~~
- ~~6. Estimated cost of salary inequity requested (including any known benefit cost adjustment)~~

~~C. Human Resources will conduct the review and provide copies of the results to the ETA. Following completion of the review or sixty days after the ETA's submittal of the information set forth in Article 39 B, whichever is sooner, and upon request of the ETA, the parties shall meet and confer regarding the results. Costs of agreed upon salary inequity adjustments shall be in addition to any salary increases arising out of Article 3 (Salaries).~~

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 ETA 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.

ETA

APCD

\_\_\_\_\_  
Henry Biongiomi  
Attorney for ETA

\_\_\_\_\_  
Louis D. Van Mullem  
Air Pollution Control Officer

\_\_\_\_\_  
David Brummond  
Field Representative

\_\_\_\_\_  
Kristina Aguilar  
Administrative Manager

\_\_\_\_\_  
Jim Fredrickson  
Bargaining Unit Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI  
Santa Barbara County Counsel

By \_\_\_\_\_  
Deputy