



Agenda Item: D-8  
Agenda Date: August 20, 2020  
Agenda Placement: Admin.  
Estimated Time: N/A  
Continued Item: No

## Board Agenda Item

TO: Air Pollution Control District Board

FROM: Aeron Arlin Genet, Air Pollution Control Officer 

CONTACT: Kristina Aguilar, CPA, Administrative Division Manager, (805) 961-8813

SUBJECT: Memorandum of Understanding with Service Employees International Union, Local 620

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### RECOMMENDATION:

Authorize the Air Pollution Control Officer to enter into a side letter agreement between the Santa Barbara County Air Pollution Control District (District) and the Service Employees International Union, Local 620 (SEIU) to amend provisions of the current Memorandum of Understanding (MOU), including an extension through June 30, 2023 (Attachment A).

### DISCUSSION:

SEIU represents four active employees in our Clerical and Fiscal groups. Their current contract will expire June 30, 2021. SEIU has a “me too” clause in their MOU, which states that they will receive the same compensation movement equal to the total compensation movement of the other APCD bargaining units (in this case Engineers and Technicians Association or ETA). Your Board approved the ETA side letter at the June 18, 2020 meeting and therefore the same COLA and additional benefit contributions amounts received by ETA automatically went into effect for SEIU represented employees. The negotiating team has been in contact with the SEIU representatives regarding items that are not covered under the “me too” clause and have negotiated a two-year extension of the MOU through June 30, 2023.

The most significant terms of this agreement are as follows:

1. Term – Agreement effective September 10, 2018 through June 30, 2021 will be extended through June 30, 2023;
2. Holiday Closure - District wide holiday closure between Christmas Day and New Year’s Day. Employees will receive pay for normal legal holidays (i.e., Christmas Day and New

Year's Day) as usual. As defined in the Holiday Closure Plan (Attachment B) For normal workdays within this period, employees may take accrued paid leave, voluntary leave without pay, or work/telework during the holiday closure.

3. Continue the "me too" clause: the total compensation in this unit shall be adjusted to reflect total compensation movement equal to the total compensation movement of the other APCD bargaining units, under the same terms and conditions as their agreements.

#### **FISCAL IMPACT:**

During recent years the District has reduced in staff size and seen its budget process further refined. With the adoption of the Fiscal Year 2020-2021 budget, the District is able to provide an increase in benefits and a cost of living adjustment for salary based on the "me too" clause. The below outlines the fiscal impact of these changes to SEIU:

1. Providing an increase in the District paid employee-only portion of the medical plan effective July 1, 2020 will have an impact for the 2020-2021 Fiscal Year of \$1,616, and \$1,480 the 2021-2022 Fiscal Year.
2. Providing a 3% COLA effective July 1, 2020, will have an impact for the 2020-2021 Fiscal Year of \$9,400, and the possible negotiated 2.5% COLA for the 2021-2022 Fiscal Year has a \$7,900 impact.

#### **ATTACHMENTS:**

- A. SEIU Side Letter
- B. Holiday Closure Plan

**ATTACHMENT A**

**SEIU Side Letter**

**August 20, 2020**

**Santa Barbara County Air Pollution Control District  
Board of Directors**

**260 San Antonio Road, Suite A  
Santa Barbara, California 93110**

SIDE LETTER OF AGREEMENT

Between

Service Employees International Union, Local 620 and Santa Barbara County Air Pollution Control District

July 1, 2020

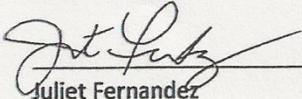
**TERM OF AGREEMENT:** Extend Current MOU from June 30, 2021 to June 30, 2023

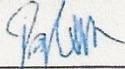
**MEDICAL:** \$33.66 effective July 1, 2020 increase in the Districts contribution for medical premiums to a new maximum of \$569.16 per month. Additional increase of \$30.84 effective July 1, 2021 in the Districts contribution for medical premiums to a new maximum of \$600 per month.

**SALARY:** Me Too Clause: The total compensation in this unit shall be adjusted to reflect total compensation movement equal to the total compensation movement of the other APCD bargaining units, including the term of their agreements.

**HOLIDAY CLOSURE:** District wide holiday closure between Christmas Day and New Year's Day. Employees will receive pay for normal legal holidays (Christmas Day and New Year's Day) as usual. For normal workdays within this period, employees may take accrued paid leave, voluntary leave without pay, or work/telework during the holiday closure. See attached for full holiday closure plan.

SEIU

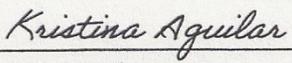
  
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Juliet Fernandez  
Bargaining Unit Representative

  
\_\_\_\_\_  
Darryl Scheck  
Bargaining Unit Representative

DATE: 07/10/2020

APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
District Counsel

By Victoria Parks Tuttle

  
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Kristina Aguilar  
Administrative Division Manager

  
\_\_\_\_\_  
Aeron Arlin Genet  
Air Pollution Control Officer

DATE: 07/21/2020

**ATTACHMENT B**

**Holiday Closure Plan**

**August 20, 2020**

**Santa Barbara County Air Pollution Control District  
Board of Directors**

**260 San Antonio Road, Suite A  
Santa Barbara, California 93110**

## HOLIDAY CLOSURE PLAN

The District intends to enact the following Holiday Closure Plan in 2020. To that end, the District may implement a holiday closure for some or all operations with employees using paid leave, unpaid time, or working, consistent with the plan included below.

Employees will receive pay for normal legal holidays (Christmas Day and New Year's Day) as usual. The District reserves the right to cancel the Holiday Closure, and/or to call some or all available employees back to work in the event of a crisis or emergency.

### EFFECT ON EMPLOYEES:

Employees in operations that close for the holiday closure period will have several options for their normal workdays. They may choose to:

- 1) **Take accrued paid leave.** Employees may use accrued paid leave from their accrued leave balances.

Employees with less than six months of continuous employment who are not otherwise entitled to vacation credits or accruals may use payroll code "VAC" for authorized absences, subject to the following conditions:

- The absence(s) occurred during the Holiday Closure of 2020 and the employee's request to code the absence(s) "VAC" is received no later than December 24, 2020;
- The employee is not eligible for any other form of paid leave for the absence(s) (including, but not limited to, holiday or compensatory time off; and
- Hours coded "VAC" for the absence(s) will be deducted from, and cannot exceed, the vacation balance the employee is granted after six continuous months of employment.

- 2) **Take voluntary leave without pay.** Employees who prefer leave without pay for all or part of the time may have the portion of time they were on unpaid leave spread over the remaining pay periods paid in the fiscal year, beginning the first pay period in which the unpaid leave is taken. As with all unpaid leaves of absence, some benefits (such as paid time off and retirement contributions) will not accrue during the unpaid leave. However, the Holiday Closure will not affect monthly health, life or disability insurance premium contributions. Employees who opt to spread leave without pay over the remaining pay periods in the fiscal year, will be required to reimburse the District upon termination of employment if the full value of the time off has not been recouped.

- 3) **Work.** Employees may choose to work or telework one or more days during the Holiday Closure. Employees who wish to work during the Holiday Closure must advise their Manager no later than November 15<sup>th</sup>.

Work assignments during the Holiday Closure period may or may not fall within the employee's normal job duties, hours, or location. However, consideration will be given to the employee's normal job functions in making assignments, and such assignments will not be made for arbitrary or capricious reasons. Employees reassigned during the closure will receive a minimum of two

weeks notice of the location and job function of the reassignment, and management will make reasonable efforts not to change such assignments thereafter, consistent with the needs of the District. It is anticipated that since all staff will have been provided laptops by the District, employees will be entitled to telecommute to perform work during the Holiday Closure period. Both North County and South County employees with assigned vehicles may home garage their assigned vehicle in accordance with the District's Vehicle Use Policy to complete site visits. It is anticipated that field staff, including inspectors and monitoring staff, may also complete reports via telecommuting rather than perform inspections or site visits during the Holiday Closure period, unless timing issues require that an inspection or site visit be performed during the Holiday Closure period.

Some employees may be required to work during the closure. Management will make reasonable efforts to allow those employees who wish to take time off to be able to do so. Employees who wish to be off will not be denied the use of accrued paid leave unless an insufficient number of qualified volunteers are available to perform essential services.