SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF SANTA BARBARA AND SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 620 TREATMENT AND PATROL BARGAINING UNIT

This Side Letter of Agreement ("Agreement") is entered into between the City of Santa Barbara ("City") and SEIU, Local 620 Treatment and Patrol Bargaining Unit ("TAP") (collectively, the "Parties").

Having met and conferred in good faith, the Parties agree to the following in addition to terms set forth in Article 66 – Vacation Policy of the operative MOU between the Parties:

An employee who takes a minimum of 40 hours of accrued leave time (personal, vacation, or any combination) during a fiscal year is eligible to receive a cash-out of up to a maximum of 100 hours of vacation time for the same fiscal year. Vacation can only be cashed out in 10-hour increments, and the amount to be cashed out may not exceed the amount of vacation in the employee's vacation balance at the time of cash-out. Employees eligible for vacation cash-out shall follow vacation cash-out procedures established by the City. The new vacation maximum would be 500 hours. For employees who have had vacation hours cashed out to 500 hours due to the change in maximum will still be eligible to cash out up to 100 hours in that same fiscal year.

Upon change of City Policy on cash out process, cash out would involve an irrevocable election process whereby the employee would make an irrevocable election to cash out leave in the year prior to the year of cash out. The leave to be cashed out would need to be accrued in the same year of cash out.

Having met and conferred in good faith, the Parties agree to the following in addition to terms set forth in Article 34 – Overtime of the operative MOU between the Parties:

f. The parties agree that employees have the right to request cash payment or compensatory time off for overtime worked at the employee's discretion. As a matter of clarification, the City does not waive its discretion on whether to approve/deny use of compensatory time off.

All other terms of the operative MOU shall remain in full force and effect.

Date: December 15th, 2003

For the City:

For the Union: