ORDINANCE NO. 5538

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SANTA BARBARA ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SANTA BARBARA AND THE SANTA BARBARA POLICE OFFICERS ASSOCIATION FOR THE PERIOD OF JULY 1, 2010, THROUGH JUNE 30, 2013

THE COUNCIL OF THE CITY OF SANTA BARBARA DOES ORDAIN AS FOLLOWS:

SECTION 1. The Memorandum of Understanding between the City of Santa Barbara and the Santa Barbara Police Officers Association entered into as of July 1, 2010, and attached hereto and incorporated herein by reference as Exhibit "A" is hereby adopted.

SECTION 2. During the term of the agreement, the City Administrator is hereby authorized to implement the terms of the Memorandum of Understanding between the City of Santa Barbara and the Santa Barbara Police Officers Association without further action by the City Council, unless such further action is explicitly required by state or federal law. This authorization shall include, but not be limited to, the authority to implement employee salary increases and publish changes to the salary schedule(s) adopted with the annual operating budget.

EXHIBIT A

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SANTA BARBARA
AND THE
SANTA BARBARA POLICE OFFICERS ASSOCIATION

THIS AGREEMENT, SIGNED ON_____, IS ENTERED INTO AS OF JULY 1, 2010, BETWEEN THE CITY OF SANTA BARBARA, HEREINAFTER REFERRED TO AS THE "CITY," AND THE SANTA BARBARA POLICE OFFICERS ASSOCIATION, HEREINAFTER REFERRED TO AS THE "ASSOCIATION."

Pursuant to Section 3.12 of the Municipal Code of the City of Santa Barbara and Section 3500 et. seq. of the Government Code, the duly authorized representatives of the City and the Association, having met and conferred in good faith concerning wages, hours, and terms and conditions of employment of Unit employees, declare their agreement to the provisions of this Memorandum of Understanding.

FOR THE CITY:

Kristine Schmidt
Employee Relations Manager

Frank Mannix
Deputy Police Chief

Michael Pease
Budget Manager

Bruce Barsook
Counsel

FOR THE ASSOCIATION:

Michael McGrew
Association President

MaryLinda Arroyo
Police Sergeant

Kristin Barrerra
Public Safety Dispatch Supervisor

Eric Beecher
Police Officer

Heather Clark
Police Officer

Michael Claytor
Police Officer

Gregory Hons
Police Officer

Jaycee Hunter
Police Officer

Brian Jensen
Police Officer

Michael Little
Police Officer

Kristin Shamordola
Police Officer

Susan Segura
Records Supervisor

Charles Goldwasser
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1. **"B" Step (Secondary Salary Step)**

The parties agree that achieving the second salary step, or "B," shall require, in addition to satisfactory performance, a period of one year of actual service.

It is further agreed that any salary adjustments in cases of employee reclassification shall not necessarily move "step to step."

2. **Benefits- Domestic Partners**

Employees may be entitled to add their registered domestic partners to City health and welfare benefits, to take family medical leave to attend to a domestic partner, and to other domestic partner benefits, as provided under City policy or under state law.

3. **Benefits- During Authorized Leave Without Pay**

No sick leave, vacation, or holidays shall accrue to any employee during authorized leave without pay for any full biweekly pay period. Employee shall be responsible for full payment of insurance premiums during authorized leave without pay, except as otherwise provided by law.

4. **Benefits- Part-time Employees**

A. Employees filling positions authorized by City Council in the official Position and Salary Control Resolution at more than 20 hours per week on a less-than-full time basis shall receive benefits as follows:

   i. Cafeteria plan contribution, medical contribution, dental contribution, vision contribution, and holiday equal to the percent of time regularly scheduled versus a regular work week rounded up to the nearest ten percent (10%).

   ii. Vacation and sick leave equal to the percent of time actually worked versus a regular work week rounded up to the nearest ten percent (10%).

B. Grandfathering: Employees filling positions authorized by City Council in the official Position and Salary Control Resolution at more than 20 hours per week on a less-than-full-time basis before March 1, 2005 will continue to receive full-time health benefits (cafeteria plan contribution, medical contribution, dental contribution, vision contribution).

5. **Bereavement Leave**

In case of the death of an immediate family member, employees shall be eligible for up to forty (40) hours leave with pay.

Immediate family member is defined as: mother, father, brother, sister, spouse, registered domestic partner, child, grandparents by blood or marriage, grandchildren by blood or marriage, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, person standing in loco parentis, and step family members. "In-law" and "step" relationships shall include the immediate family of a registered domestic partner on the same basis as that of a spouse.

Co-worker funeral attendance is acceptable upon the approval of the Chief of Police, consistent with the operational needs of the Department.

6. **Biweekly Pay Period**

It is understood that all references to "hours or days per month" may be considered on the basis of "hours per biweekly pay period" through conversion factors providing substantially equal employee benefits.

7. Cafeteria Plan

A. Each employee shall be eligible to allocate a discretionary amount equal to $2,609.64 per plan year under the "125 Cafeteria Plan." Effective January 1, 2009, this amount will be increased to $6,000 per plan year.

B. If medical, dental, and vision insurance plan selections exceed the cafeteria plan allocation, the City will pay the difference of these insurance premiums up to the amounts in the Medical, Dental and Vision Insurance Article of this MOU; said excess premiums are not discretionary.

8. Call Back

A. An employee officially called back to duty after being off from scheduled duty for ten (10) hours or more shall be compensated for actual hours worked with a minimum of two (2) hours of pay or compensatory time off at the overtime rate. Effective July 7, 2007, this shall be increased to a minimum of three (3) hours.

B. An employee officially called back to duty after being off from scheduled duty for less than ten (10) hours shall be compensated at the overtime rate for actual hours worked with a minimum credit of three (4) hours at the overtime rate set forth in the Overtime Article of this agreement. An employee called back to work in this capacity shall continue to be compensated at the overtime rate for as many continuous hours worked from the reporting time of the call back including regularly scheduled work hours.

C. Multiple call backs within the minimum paid time periods outlined in Sections A and B of this Article will not receive additional compensation.

D. A "call back" occurs when an employee has left work and is on a regular day off or otherwise off duty and is requested to return to work. Call back does not begin until the employee arrives at duty station and begins work. At no time does a "call back" entitle an employee to "portal" pay or travel time.

An employee shall not be compelled to take vacation or CTO to avoid payment of overtime for a call back.

E. Management shall make every effort to avoid scheduling consecutive work days (excluding overtime) without a minimum of ten (10) hours of time off with the following exceptions:

1. Shift change;
2. By mutual consent of both management and the employee; or
3. During an emergency or natural disaster.

F. Telephone Consultations: An employee who receives a phone call authorized in advance by the shift commander on off-duty hours for which he or she is not otherwise receiving compensation (i.e. standby or callback pay) shall be paid for the time actually spent on the phone call, or ½ hour, whichever is greater. This will apply to phone calls for professional consultation purposes, not routine phone calls such as calling an employee back to work. This section will apply independently to multiple phone calls, even regarding the same event, except if those multiple phone calls occur within the same half hour.

9. Canine Pay

It is agreed that employees assigned to serve as canine handlers shall receive the following overtime pay in addition to their regular base salary:

The time spent by a canine handler in the care, grooming and feeding of his/her assigned police dog shall be hours worked payable at a time and one half overtime rate of $34.0827 per hour (hourly rate of $22.7218 at a time and one-half overtime premium) effective July 1, 2010. In order to maintain equivalency, this hourly rate for dog care shall be increased by the same percentage as the general salary increases for Police Officers.

It is agreed that canine handlers normally spend 6 hours per biweekly pay period performing such work and written authorization from the Police Chief must be obtained to perform such work for more than 6 hours.

10. Child Care

The City will maintain a pre-tax salary reduction plan for employee dependent care needs in accordance with Section 129 of the Internal Revenue Code.

11. Educational Incentive Pay Plan

A. Effective the beginning of the first full pay period after the City is notified officially by POST of an officer's qualification for an Intermediate or Advance POST certificate, said officer shall receive the supplement to his or her base pay as described in Section B of this Article.

B. The monthly amount of Intermediate or Advance POST pay an employee shall receive is as follows:

	Police Officer		Sergeant	
Effective Date	Intermediate	Advance	Intermediate	Advance
July 1, 2010	$396	$603	$420	$656

Said supplemental pay shall be included in the employee's regular biweekly paycheck.

12. Emergency Medical Dispatch Personnel

Public Safety Dispatch personnel (Dispatchers I, II and III, and Supervisors) who are certified as Emergency Medical Dispatchers and provide pre-arrival medical instructions to callers to the Police/Fire Communications Center shall be eligible to receive a biweekly premium equal to 5% of the employee's biweekly base salary.

13. Equal Employment Opportunity

A. The City and the Association agree that the provisions of this agreement shall be applied equally to all employees covered herein without discrimination because of a person's age (over 40), ancestry, color, mental or physical disability including HIV and AIDS, gender identity and expression, marital status, medical condition (cancer or genetic characteristics), national origin, race, religious belief, sex (including pregnancy/childbirth), sexual orientation, political affiliation, or union membership.

B. The City and the Association agree to commit themselves to the goal of equal employment opportunity in all City services. Further, the Association agrees to encourage their members to assist in the implementation of City equal employment opportunity programs.

14. Furlough

All sworn and non-sworn employees, except employees in the classifications of Public Safety Dispatcher I, Public Safety Dispatcher II, Public Safety Dispatcher III, Public Safety Dispatcher Supervisor, and Parking Enforcement Officer, will be subject to 12 hours of unpaid furlough in Fiscal Year 2011 and Fiscal year 2012 as reflected in the Furlough Plan contained in Appendix D.

15. Grievance Procedure

A. The City's grievance procedure, contained in Section 3.16.370 of the Municipal Code is incorporated into this agreement by reference with the exception that the City Administrator shall have up to 25 working days response time to grievances.

B. Grievances general in nature regarding interpretation of City-wide policy or which involve matters beyond the authority of the Chief of Police, shall be filed with the Assistant City Administrator who shall respond in accordance with the rules applicable to Department Heads in Section 3.16.370 of the Municipal Code.

16. Health Insurance for Unit Members' Survivors

The City shall maintain and pay for the existing level of insurance benefits for up to six (6) months for the surviving family of a unit member who dies in the line of duty, or for such greater period of time required by state or federal law.

17. Holidays

A. Except as indicated below, employees shall accrue four (4.333) hours of holiday leave each biweekly pay period (24 pay periods). Said hours shall be credited to the employee's Holiday bank.

1. For the period of July 3, 2010 through July 1, 2011, employees in the classification of Public Safety Dispatcher I, Public Safety Dispatcher II, Public Safety Dispatcher III, Public Safety Dispatcher Supervisor, and Parking Enforcement Officer will only accrue 2.833 hours of holiday leave each biweekly pay period (24 pay periods per year).
2. For the period of July 2, 2010 through June 28, 2013 employees in the classification of Public Safety Dispatcher I, Public Safety Dispatcher II, Public Safety Dispatcher III, Public Safety Dispatcher Supervisor, and Parking Enforcement Officer will only accrue 3.833 hours of holiday leave each biweekly pay period (24 pay periods per year).

B. The following days shall be designated as holidays by the City:

January 1st (New Year's Day)
3rd Monday in January (Martin Luther King Jr.'s Birthday)
3rd Monday in February (President's Day)
Last Monday in May (Memorial Day)
July 4th (Independence Day)
1st Monday in September (Labor Day)
4th Thursday in November (Thanksgiving)
The Friday immediately following Thanksgiving Day
December 25th (Christmas Day)

Four additional days (32 hours) each fiscal year may be designated by the employee as holidays.

C. When a holiday falls on a Saturday or Sunday the preceding Friday or following Monday respectively, shall be observed as a legal holiday.

D. If a holiday is requested by the employee and approved by the City or is a day listed in Section B of this Article, and designated by the City and if the employee is called back to work on that

holiday, the employee shall receive compensation for the hours worked in accordance with the overtime section of this Agreement and also shall be entitled to reschedule the holiday for the hours lost. Requests for holiday time off shall not unreasonably be denied.

E. If an employee's holiday bank exceeds 120 hours, the City shall have the option to either require the employee to take holiday time off or to pay the employee for the hours. The option of time off or pay in-lieu of holiday hours shall be at the sole discretion of the City.

18. Implementation of MOU

City shall implement provisions of this Memorandum of Understanding by adopting appropriate resolutions, ordinances, and administrative policies.

19. Jury Duty and Court Appearances

The parties agree that members of the bargaining unit performing jury duty or responding to a subpoena arising from line of duty civil court appearances shall be compensated as though they were on duty. Any and all other remuneration received by the employee for such jury duty or court appearances shall be paid to the City.

A sworn employee who is required by subpoena to be at court outside of his/her regularly scheduled work week regarding a matter arising from line of duty, and whose presence in the courtroom is necessary both before and after a scheduled court lunch period, shall be deemed to be on duty during the scheduled lunch period.

Notwithstanding the above, the Chief of Police has the right to adjust an employee's work schedule in keeping with court appearances, jury duty schedules, and/or needs of the City.

20. Layoff Procedure

In cases of abolition of positions, which result in layoff of personnel, or reduction-in-force, the following seniority policy shall apply to sworn members of the bargaining unit:

A. The individual with the least time in rank shall be first reduced. Where equal time in the rank is the case, total time with the Police Department shall be used to determine seniority.

B. The individual affected shall have the right to "bump" downward to the next lower sworn classification such that the last hired employee in the lowest sworn rank shall be the first employee laid off. Rehiring shall be accomplished pursuant to Section 3.16.350 of the Municipal Code.

In cases of abolition of positions, which result in layoff of personnel, or reduction-in-force, the seniority and layoff policy found in Municipal Code Section 3.16.350 shall apply to non-sworn members of the bargaining unit.

21. Life Insurance

The City and the Association agree that employees shall be entitled to a term life insurance policy covering the employee only, the premium for which shall be paid by the City. The limits of life insurance coverage shall be seventy-five thousand ($75,000) of term insurance with one hundred fifty thousand ($150,000) double indemnity in case of accidental death for sworn employees; and fifty thousand ($50,000) of term insurance with one hundred thousand ($100,000) double indemnity in case of accidental death for non-sworn employees. Said life insurance policy will be subject to such reasonable restrictions and requirements as may be imposed by the insurance carrier.

22. Loss Control Support

A. The Association agrees to support, without qualification, the City's Safety Program and will encourage its members to attend safety courses if required by the City and made available on City time.

B. Both the City and the Association recognize the need and will strive to reduce the number of industrial injuries among employees.

C. It is the duty of management to make every reasonable effort to provide and maintain a safe place of employment. The Association will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their duties to be alert to unsafe practices, equipment and conditions, and report them to their immediate supervisor. If such conditions cannot be satisfactorily remedied by the immediate supervisor, an employee has the right to submit the matter either personally or through the Association to the Chief of Police or designated representative. On any matter of safety that is not resolved, consultation will take place between management and Association representatives.

D. It is agreed that the City shall continue maintaining vehicles and equipment in a safe operating condition and that no employee will be penalized for refusing to use vehicles or equipment proven to be unsafe pursuant to State law.

23. Maintenance of Benefits

A. City and Association agree that all benefits other than direct wages as provided by ordinances, resolutions and City Charter in existence at the commencement of this agreement shall not be diminished, lessened, altered or reduced except as may be herein provided for the duration of the agreement.

B. Wage adjustments as provided for from time to time by ordinance, resolution, or City Charter, as such may be amended in accordance with this agreement, shall also continue for the duration of this agreement.

C. City and Association shall meet and confer concerning any work schedule changes from current 4/10 work schedule for sworn personnel.

24. Management Rights

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of economic reasons or for cause as provided in Section 1007 of the City Charter; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

25. Medical, Dental, and Vision Insurance

A. The parties agree that the City will pay 100% of the premium for medical insurance for the employee only up to a monthly maximum of $1199.64 per month. The amount will be increased as follows:

Effective Date	Maximum Per Month Per Employee
January 1, 2011	$1,249.64
January 1, 2012	$1,299.64

January 1, 2013 $1,374.64

It is agreed that should the amount of subject premium be less than the limits herein described, the difference between the employee only premiums and said dollar amount limits shall be applied to employee dependent medical coverage, if any. The City will provide an HMO option.

B. For the length of this agreement the City will pay for the premium for dental insurance up to a monthly maximum of $65.00

C. For the length of this agreement the City will pay for the premium for vision insurance up to a monthly maximum of $7.50.

D. The City retains full and complete control over the selection, approval and administration of insurance programs to include selection of carrier, insurance contract renewal and changes in program specifications. However, with the exception of the psychological plan elimination, insurance benefits effective during the course of this agreement shall remain at least equivalent to those in effect for members of the bargaining unit immediately prior to the commencement of this agreement.

26. Meeting and Conferring

A. Except as provided in the "Municipal Code Changes" Article of this Agreement, or in Section B of this Article, or as otherwise provided in this Agreement, the parties agree that there shall be no meeting or conferring over any issues of wages, hours, or other terms and conditions of employment covered by this agreement during the term of this agreement unless both parties consent.

B. If Council, no fewer than 60 days prior to the effective date of any of the July 2012- June 2013 Fiscal Year salary increases, declares by Resolution that a state of fiscal emergency exists that necessitates reopening negotiations with the Association, the parties will re-open formal negotiations on the sole issue of salary increases. If the end result of these negotiations is a reduction in the salary increases, then concessions still in effect in the third year (these concessions are defined as the sworn employee-paid PERS contribution, the reduction in holiday time, and the annual vacation cash-out) will be restored in an equivalent amount. Similarly, if Council declares by Resolution that the City has enjoyed a financial windfall that justifies reopening negotiations with the Association, the parties will re-open formal negotiations on the potential for reduced concessions in the July 2012- June 2013 Fiscal Year.

27. Municipal Code Changes

During the term of the Agreement the City and the Association shall meet and confer with regard to any City proposed updates to Santa Barbara Municipal Code Title 3 affecting the terms and conditions of employment of Association Members as required by law.

28. No Unfair Labor Practices

The parties agree that during the term of this agreement the City will not lock out employees and the Association will not engage in labor practices detrimental to providing services to the Citizens of Santa Barbara, or detrimental to the interests of the City; nor will the Association sanction, support, condone, approve, or engage in a strike, sit-in, slow down, work stoppage, or speed-up.

The City and the Association further agree that all matters of controversy concerning issues covered by this agreement, will be settled by established grievance procedures.

The Association acknowledges that violations of the above shall be just cause for disciplinary action including termination.

29. "Non-Sworn Personnel" Shift Assignments

Non-sworn personnel in the bargaining unit shall normally be allowed a minimum of ten (10) hours off between shifts unless the employee consents otherwise. The above ten hour provision shall not apply during the regular periods of shift rotation, in cases where the employee has worked overtime prior to reporting for his/her next regular shift assignment, or in cases of emergency.

30. Overtime

A. Except as provided in the Call Back Article overtime shall be defined as any hours worked beyond eighty (80) hours in a fourteen-day work period. For the purpose of computing overtime, all regular, scheduled work hours, including paid leave time shall be considered time worked.

B. Overtime shall continue to be compensated at a time and one-half overtime cash or time and one-half CTO rate.

C. Effective October 9, 1999, employees' existing CTO banks were divided into two separate hour banks; specifically Holiday and CTO. Employees with less than or equal to fifty (50) CTO hours at the time the two banks were established had the entire balance posted to the newly created CTO bank. Employees with greater than fifty (50) hours had fifty (50) hours posted to the newly created CTO bank with any remaining hours posted to the new Holiday bank.

D. If an employee is called back to work or held over from his/her previous regularly scheduled shift and works five (5) or more hours outside his/her normal shift, and any portion of the hours worked on a call-back or hold-over basis falls within five (5) hours of the beginning of his/her next scheduled shift, that employee will be receive at least five (5) hours of continuous rest before resuming work without a loss in pay. If any portion of the rest period falls during the next regularly scheduled shift, then that portion of the rest period will be paid by the City at the employee's normal straight time pay rate. The employee shall have not restrictions on the location of the rest area.

If such call-back or hold over is concluded less than 3 hours before the start of the employee's next scheduled shift, then the employee may request to take the equivalent paid rest period at the back-end of the shift instead. If the request is approved, the employee will be paid at the employee's normal straight time rate during the regularly scheduled shift and the rest period.

E. An employee who has accrued CTO shall be permitted to use such time within a reasonable period after making the request to do so if the use of compensatory time does not unduly disrupt the operations of the City. For purposes of this provision, "unduly disrupt the operation of the City" shall include, but not be limited to, requested use of compensatory time during Fiesta (Old Spanish Days), July 4th, and Christmas.

F. The City shall have the option to pay off all overtime subject to an employee retaining a CTO bank that shall not exceed a maximum of 50 hours.

G. Overtime for declared disasters shall be paid time and one-half only if federal or State disaster or emergency relief funds are made available to defray costs. Section F of this Article shall apply to the duration of emergency incidents, not the duration of the formal declared emergency.

H. Employees may use up to 40 emergency leave hours per calendar year from their overtime bank for time off due to illness or injury of their spouse, registered domestic partner, or children. Such emergency leave shall not be withheld by the City, and shall be in addition to paid sick leave use for this purpose under State law. Emergency leave shall be deducted from the employee's accumulated overtime. No emergency leave payment shall be made except after satisfactory evidence of dependent illness or injury has been accepted and approved by the Chief of Police.

31. Payroll Deductions

A. Any changes in Association dues deduction only shall be subject to indemnification of City by the Association.

B. City shall maintain payroll program with equal bi-weekly deductions (24 checks plus 2 checks without voluntary deductions).

32. Premium Pay for Use of Bilingual Skills

For all Patrol Officers and employees in other positions designated by the Chief of Police, who establish to the satisfaction of the Chief and the Human Resources Manager proficiency in conversing and reading skills in Spanish, as demonstrated by appropriate testing every other year, the City will pay premium pay of $51.20 each biweekly pay period.

For all employees in positions designated by the Chief of Police who meet the following qualifications, the City paid premium will be $102.50 each biweekly pay period:

A. Establish to the satisfaction of the Chief and the Human Resources Manager a complex level of verbal and/or written proficiency in Spanish as demonstrated by appropriate testing every other year.

B. Provide written translation from Spanish-to-English and English-to-Spanish and/or act as a translator for complicated interviews with Spanish speaking witnesses or suspects.

33. Recruitment Incentives

The City may, at its option, implement any of the following recruitment incentive programs at any time during the term of this Agreement:

A. Vacation Credit for Prior City Service: An employee who (1) received a performance evaluation of "meets standards" or better on his or her last two performance evaluations, and (2) separates from City service and then is rehired within 3 years of his or her termination date, may recoup his or her past service credit toward the vacation accrual rate. Such employee may also be eligible for credit for other government service under section B of this article.

B. Vacation and Sick Leave Credit for Prior Government Service: An employee appointed from outside City of Santa Barbara government service within 6 months of leaving employment with either a city, county, state agency, federal agency or special district and who, in the opinion of the Police Chief, possesses government experience directly related to the position to which he or she has been appointed, may receive credit for years of prior service with his or her immediate previous government employer in the following ways:

i. Vacation Accrual: Upon appointment, employee will receive credit for the full prior years of service at his or her immediate previous government employer toward the initial vacation accrual rate. Employee will not be eligible to progress to a higher accrual rate until employee has the normal required minimum amount of City of Santa Barbara service (including prior service under Section A of this Article) for that accrual rate.

ii. Sick Leave: Employee will be credited with 96 hours of sick leave. Thereafter, employee will accrue sick leave at the normal rate.

C. Uniform: New employees may be provided an initial uniform set at City cost.

D. Signing Bonus: New employees who have already completed a full basic academy at the time of hire (e.g., a lateral hire or a post-academy hire) may be provided a signing bonus in an amount determined by the City.

E. Employee Referral Bonus: Existing employees who refer an applicant from outside City employment who is hired and successfully completes the probationary period may be provided a referral Bonus. City may establish the amount of such bonus and procedures for documenting the referral at the time of application.

34. Retiree Medical Insurance Contribution

A. This provision is applicable to employees who retire from City service, and

1. Have 15 or more years of regular City service; or
2. Retire from the City with an industrial disability.

B. The City shall contribute $9.10 per month, per year of service up to a maximum of 35 years (i.e., $318.50/month). Employees will receive a prorated contribution for portions of a year of service. Service will be calculated based on the nearest full one hundredth (.01) of a year. (For example, an employee retiring on November 30th with 15.233 years of service will receive 15.23 x $8.70= $132.50 per month). The retiree medical contribution will increase as follows:

Accrued liability for past retiree medical increases was factored into past labor agreements and will not be charged again toward costing in future negotiations.

C. The retiree is not limited to purchase of a City sponsored plan, provided however, that if the retiree purchases another insurance plan, the retiree must supply the City with adequate proof of insurance coverage prior to any contribution from the City. Proof of such coverage shall be provided to the City on a periodic basis, as determined by the City.

The City will contribute only up to the maximum monthly premium of the City's sponsored plan.

D. Except as specifically provided in Section F of this article, below, the City shall continue to make its contribution until the retiree reaches age 65 or dies, whichever occurs first. If there is a surviving spouse or registered domestic partner, he/she will be permitted to remain on the medical insurance plan at his/her own cost, subject to the conditions set forth by the insurance company.

E. The City will continue the normal retiree medical allowance past the age of 65 for the six (6) employees named below who retire after December 23, 2006 and thereafter certify, on an annual basis, that they are not eligible to apply for Medicare Part A (hospitalization) coverage on the basis of their City service, other covered employment, through a spouse's covered employment, or through any other means.

	Name	Title	Hire Date
1.	Robert E. Casey	Police Officer	1/6/75
2.	Leonard J. Gomez	Police Officer	9/25/78
3.	David M. Gonzales	Police Sergeant	3/7/77
4.	George B. Hansen	Police Officer	7/13/79
5.	Jessie M. Ramey	Parking Enforcement Officer	2/11/75
6.	Kathryn H. Denlinger	Parking Enforcement Officer	10/19/77

The City shall continue to make its contribution until the retiree dies. However, if at the time the retiree dies there is a surviving spouse or registered domestic partner over 65 years of age who is not eligible for Medicare Part A, one half of the allowance will continue until the death of the spouse or registered domestic partner.

F. In the event Health Care legislation is passed which affects the nature of the benefit described above, the parties will reopen negotiations and modify this benefit, if necessary, so as to maintain their original intent (e.g., eligibility, scope, cost).

35. Retirement

A. The City contract with the Public Employees' Retirement System (PERS) shall provide the 3% at age 50 benefit formula for all Police Safety members.

B. Except as outlined below, the City will contribute the entire 9% employee's portion of the PERS contribution rate on behalf of Safety members (referred to as Employer Paid Member Contributions, or "EPMC"). All such sums as required by law shall be credited to the individual member's account.

1. For the period of January 1, 2011 through June 17, 2011, the City will contribute only 5.5% of the employee's portion of the PERS contribution rate.
2. For the period of June 18, 2011 though September 23, 2011, the City will contribute only 6.5% of the employee's portion of the PERS contribution rate.

C. Effective September 24, 2011, sworn employees will pay 3.0% of PERS-able compensation to share the cost of the 3% at 50 retirement benefit as allowed under CA Govt Code § 20516, subject to the following:

1. Upon ratification of this Agreement, the City shall begin the process necessary to implement a contract amendment to allow employee contributions toward retirement through CA Govt Code § 20516 with a target effective date of September 24, 2011. All reasonable efforts will be made by both parties to finalize procedures necessary to implement these payments effective September 24, 2011.
2. The City will approach each of the other employee groups in the PERS Police Safety Plan and ask them to agree to conduct an election under CA Govt Code § 20516, and to pay the required deductions if the election is successful. No election will occur until other affected employee groups agree to participate in a manner that will not increase overall costs to the City.
3. In the event deductions under Govt Code §20516 cannot be implemented by the September 24, 2011 effective date, such as because other bargaining units have not yet agreed or because the PERS election is unsuccessful, then employee cost-sharing will be accomplished in the interim through post-tax payroll deductions in the manner contemplated by Govt Code § 20516(f). Such payments will not be credited under the retirement system.
4. Effective June 29, 2013, employee contributions to PERS under this section will cease unless extended by mutual agreement between the City and the Association.

D. The City contract with the Public Employees' Retirement System (PERS) shall provide the 2.7% at age 55 benefit formula for all Miscellaneous members.

E. Under the negotiated 2.7% at 55 cost/benefit sharing formula for Miscellaneous employees:

1. If the PERS miscellaneous plan employer rate is exactly equal to 20.164%, the employee shall pay 7.162% of the 8% required employee contribution. The City will pay *0.838%* of the 8% required employee contribution.

2. If the employer rate is less than 20.164%, the employee shall receive credit for 30.559% of the amount by which the employer rate is less than 20.164%. The credit shall be applied until the City again pays a full 7% of the 8% required employee contribution.

[For example: If the employer rate is only 18.164% of PERS-able compensation, the City will pay an additional 0.61% (2% times 30.559%) of the 8% employee contribution, for a total of 1.448%];

3. If the employer rate exceeds 20.164%, the employee shall pay 30.559% of the amount by which the employer rate exceeds 20.164%. The employee shall pay for this cost in the following manner:

i. First, through an increase in the employee-paid portion of the 8%

required employee contribution up to a maximum increase of 0.838%

[For example: If the employer rate is 22.164% of PERS-able compensation, the employee will pay an additional 0.61% (2% times 30.559%) of the 8% employee contribution, for a total of 7.772%];

ii. Second, through payroll deduction.

[For example: If the employer rate is 25.164% of PERS-able compensation, the employee will pay an additional 1.528% (5% times 30.559%) of PERS-able compensation as follows: an additional 0.838% (8%-7.162%) to cover the full 8% employee contribution, and a payroll deduction equal to 0.69% (1.528%-0.838%) of PERS-able compensation.]

F. The City shall report the value of Employer Paid Member Contributions (EPMC) to PERS as compensation earnable for both Safety and Miscellaneous employees pursuant to Government Code Section 20636(c)(4).

G. The City will provide the PERS One-Year Highest Compensation benefit to Safety and Miscellaneous employees.

H. The City will provide an amendment to the Public Employees' Retirement System (PERS) contract to allow widows/widowers to continue receiving benefits upon remarriage.

I. The City will provide the PERS Increased Level of 1959 Survivor Benefits (Level Two) for Safety employees, and the PERS Increased Level of 1959 Survivor Benefits (Level Four) for Miscellaneous employees.

J. The PERS contract shall provide for Public Service Credit for Peace Corps or Americorps: Volunteers in Service to America (VISTA) for Miscellaneous employees only.

36. Retroactivity

An employee will be eligible for the increases to salaries and benefits provided under this Agreement on the dates specified for each increase if the employee is an active City employee and bargaining unit member on the date that the City Council ratifies this Agreement.

37. Salary Adjustments

A. All sworn positions represented by the Association (police officers and police sergeants) shall receive the following regular and special recruitment and retention increases to base salary:

Date	Regular Increase
October 8, 2011	0.5%
January 14, 2012	1.0%
July 14, 2012	1.5%
January 12, 2013	1.5%

B. All non-sworn positions represented by the Association shall receive the following regular base salary increases:

Date	Regular Increase
July 14, 2012	0.5%
January 12, 2013	1.0%
June 29, 2013	1.0%

38. Salary Increases

Employees shall receive at least a five percent (5%) salary increase upon promotion provided however that the City shall not be required to pay a salary in excess of the authorized salary range in the City Position and Salary Control Resolution.

For purposes of this article, the base for the (5%) salary increase shall be the employee's current step on the appropriate salary range plus Specialty Assignment pay if appropriate. All officers promoted to the classification of Sergeant shall be appointed to "C" Step.

39. Scope of Representation

A. The Association represents all employees (except hourly and confidential employees) in a police bargaining unit composed of the following job classifications:

Police Sergeant
Police Officer
Police Officer - Entry Level
Identification Technician
Assistant Identification Technician
Public Safety Dispatcher (I,II,III)
Public Safety Dispatcher Supervisor
Police Property/Evidence Specialist
Police Property/Evidence Assistant
Police Range/Equipment Specialist
Police Crime Analyst
Parking Enforcement Officer
Police Records Specialist
Police Records Supervisor
Police Technician

Reclassification of these positions that does not entail changes in job duties or responsibilities will not affect their inclusion in the bargaining unit except as is provided by applicable State law.

B. If the City creates a Community Services Officer classification to perform some or all functions currently being performed by sworn officers, but not requiring the service of a sworn employee, the classification will be included as a non-sworn classification in the bargaining unit. City agrees that the creation of new Community Services Officer positions will not result in layoff of any sworn officer.

40. Service Credit for Sick Leave Upon Retirement

At the time of retirement, the City shall purchase an annuity for a retiring employee that pays a monthly benefit similar to the PERS amendment that provides service credit for sick leave under Government Code Section 20965.

The following conditions apply to this benefit:

A. In order to qualify for service credit for sick leave upon retirement, the retiring employee must have at least 500 sick leave hours;

B. The conversion rate of 0.004 years of service credit for each day of sick leave is utilized. (For purposes of this section, a "day" is the equivalent of eight (8) hours.);

C. The retiring employee may take the cash purchase value of the annuity in lieu of the monthly annuity;

D. Safety group members who obtain 90% (or any greater amount which has been validly implemented) of final compensation upon retirement are not eligible for this benefit. (Safety group PERS contracts limit a safety member's maximum annual pension to no more than 90% of final compensation regardless of the length of service and this benefit carries the same restriction); and

E. If the City amends its PERS Miscellaneous or Police contract to include service credit for sick leave upon retirement, non-safety or Police members, respectively will be included in that PERS contract amendment and the annuity program will be discontinued for that group.

41. Shift Differential for Non-Sworn Personnel

A. Full-time, non-sworn personnel regularly assigned to a shift of eight (8) or more hours shall receive:

1. Swing shift differential pay when 50% or more of the hours of their regularly assigned shift , excluding overtime, falls between 5:00 p.m. and midnight; or

2. Graveyard shift differential pay when 50% or more of the hours of their regularly assigned shift, excluding overtime, falls between midnight and 7:00 a.m.

B. Employees who are regularly assigned to a shift that does not meet the definition of a swing shift or graveyard shift shall not receive shift differential. This includes, but is not limited to, circumstances wherein an employee may be called back to work or scheduled to work an overtime shift that qualifies for shift differential pay when regularly assigned to the shift.

C. The biweekly amount of shift differential shall be as follows:

Effective Date	Swing Shift Biweekly	Graveyard Shift Biweekly
July 1, 2010	$64	$128

42. Sick Leave

A. Employees shall accrue sick leave at the rate of eight (8) hours per month of service rendered up to a maximum of 2,080 hours of accumulated sick leave.

B. The City's "non-replenishable" sick leave program (M.C. 3.08.150b) shall be retained for the term of this agreement.

C. An employee may use up to 48 hours of available accrued sick leave (the equivalent of 6 months of accrual) per calendar year to attend to an illness of a child, parent, domestic partner, or spouse of the employee, as provided under State law. Part-time employees may use the equivalent of six (6) months of sick leave accrual at their prorated accrual rate for such purposes. All rules for use of sick leave will apply, including those regarding physician statement requirements and use of sick leave for medical appointments

43. Specialty Assignment Program

The Specialty Assignment Program is as follows:

A. For each employee, management will identify number of specialties per person, excluding temporary assignments, and rate all persons at 2% per specialty with a maximum of 6%. Each 2% increment is retained after the assignment ends.

1. Credit for a specialty position held prior to June 30, 1992, shall be given regardless of the duration of the assignment. Credit for the same specialty position held more than once shall be given so long as the assignments were not continuous.

2. Credit for specialty positions held subsequent to June 30, 1992, shall require that the position be held for a minimum of 75% of the maximum duration of that assignment unless approved by the Division Commander. If the employee is on a leave of absence of more than 30 consecutive calendar days during the assignment, then the maximum duration of the assignment will be extended by the period of the leave. Duration of assignments is determined by the Career Development Program.

B. At the sole discretion of the Police Chief, certain specialty assignments may be designated as "long-term specialty assignments" not having a maximum duration, and allowing increasing specialty pay in the same assignment. For such positions, specialty pay shall be earned in the following increments:

1. 2% upon assignment, retained upon reassignment if the employee holds the position for four (4) years;

2. An additional 2% after four (4) years in the assignment, retained upon reassignment if the employee holds the position for six (6) years; and

3. An additional 2% after six (6) years in the assignment, retained upon reassignment if the employee holds the position for at least eight (8) years.

To receive credit for each 2% increment, the employee must hold the position for a minimum of 75% time required to retain that increment, unless approved by the Division Commander. The combined maximum specialty pay for all specialty assignments, including long-term assignments, shall be 6%.

C. Retention of specialty pay. In order to retain specialty pay employees must:

1. Meet or exceed performance standards.

2. Work any assignment as ordered. Requirements for the assignment and procedures for selection shall be set forth in the Career Development Program.

3. Continue to apply for and compete in good faith for upcoming specialty assignments as described in the annual performance evaluation.

D. Failure to comply with the above requirements results in the loss of all specialty pay.

E. If an employee has lost specialty pay as a result of failing to meet the requirements of Section C of this Article, the employee may have the specialty pay prospectively reinstated by again complying with the above requirements of Section C. Complying again with the requirements of Section C.3. above means competing for and selection to a specialty assignment.

44. Standby Pay

The City and the Association agree that when an employee is officially designated by management to remain available to return to work, at any time during specific hours outside of normal working hours, the employee shall receive two (2) hours of straight time pay or compensatory time off for each eight (8) hours on standby or fraction thereof. Effective July 5, 2008, this will be increased to three (3) hours of straight time pay or compensatory time off for each eight (8) hours on standby or fraction thereof. To the extent feasible, the parties agree that standby shall be assigned on an equitable basis to all eligible employees.

The City and Association agree that all employees will be on automatic standby duty during a state of emergency or civil defense disaster as declared by the President of the United States, the Governor of the State, the Mayor of the City, the City Council, or the City Administrator. Such

automatic emergency standby shall be without compensation unless the City is reimbursed by the State or federal government for such an expenditure.

45. Term of Agreement

A. This Memorandum of Understanding shall become effective July 1, 2010 and shall remain effective through December 31, 2013.

B. The agreement may be extended beyond its expiration date, if both parties concur.

46. Time Off for Association Officers

A. Reasonable time off with pay at straight time will be granted to Association officers and negotiators for the purpose of meeting and conferring or consulting with the City subject to approval by the Chief of Police as to specific times.

B. The Association will maintain a complete and current list of its officers and negotiators on file with the Assistant City Administrator.

C. Upon reasonable advance notice, Association officers will be granted up to an aggregate of one hundred sixty (160) hours pay annually for attendance at Association meetings and conventions and for conducting normal and regular Association business during the term of this agreement.

47. Training

The City and the Association agree that all direct costs for all training or instruction required by the City shall be paid for by the City. However, the City shall retain the right to determine what training is required for the employee to improve his performance on the job and to make such training a condition of employment.

For the purposes of this agreement, this section shall include requests by Department Heads for additional training of current employees, subject to the approval of the City Administrator.

Both parties recognize that training programs and the advancement of employees to positions of higher skill are matters of great importance and interest to the City, the Association, and the employees covered by this agreement.

48. Transportation Demand Management

A. Effective December 23, 2006, will provide up to 8 additional carpool parking spaces, based on need, with reasonable distance from the Police Department.

B. Bargaining unit members shall be eligible to participate in any established Citywide Alternative Transportation Program.

49. Tuition Reimbursement

Employees shall be eligible for tuition reimbursement through the City of Santa Barbara's Educational Reimbursement Program.

50. Unauthorized Leave/Suspension

No sick leave, vacation, or holiday time shall accrue or be paid during any period of unauthorized leave or suspension. Suspension is defined as provided in Municipal Code Section 3.16.310 and City Charter Section 1007. Retroactive accrual of sick leave, vacation, or holiday time shall be provided for suspensions later found to be in error. This section shall not apply to any non-disciplinary suspension.

51. Uniform Allowance

A. Except as indicated below, the City shall provide an annualized uniform allowance to employees in the bargaining unit who are required to maintain a uniform as follows:

Sworn police personnel not assigned motorcycle, SWAT or canine duty	$1,038
Sworn police personnel assigned canine duty	1,088
Sworn police personnel assigned motorcycle or SWAT duty	1,238
Non-sworn personnel	863

B. There will be no uniform allowance paid in Fiscal Year 2010-2011 or the first half of Fiscal Year 2011-2012.

C. Thereafter, payment of the uniform allowance will be paid to employees who are on the payroll during the pay period ending two (2) weeks prior to the payday on which the uniform allowance is paid in June or December of each year. Payment will be made in a separate check, in an amount equal to half of the annualized allowance, per the following schedule:

June 1, 2012
December 14, 2012 and June 14 2013

52. Vacation

A. It is agreed that vacation time may be taken as accrued subject to City approval.

B. It is agreed that vacation accrual for sworn personnel shall be in accordance with the following schedule:

Length of Service	Vacation Entitlement
0 through 5 years	80 hours per year
6 through 10 years	120 hours per year
11 through 24 years	160 hours per year
After 24 years	200 hours per year

C. It is agreed that vacation accrual for non-sworn police personnel shall be in accordance with the following schedule:

Length of Continuous Service	Vacation Entitlement
0 through 2 years	80 hours per year
3 through 5 years	104 hours per year
6 through 10 years	144 hours per year
11 through 17 years	184 hours per year
18 through 23 years	200 hours per year
24 and over years	224 hours per year

D. Maximum vacation accrual will be 280 hours. Said maximum vacation accrual shall not apply if scheduled vacations are canceled by the City for emergencies or personal emergencies of employees.

E. There will be no annual vacation/holiday/CTO "cash-in" during the term of this Agreement.

53. Work Schedule

A. When regular days off (RDO) are changed, reasonable notice shall be given to the affected employee(s). "Reasonable notice" is at least 48 hours unless by mutual consent.

B. All sworn employees shall be placed on a 4/10 work schedule. Management retains the right to change an employee's day off at any time with less than 48 hours notice without incurring overtime liability in order to meet departmental needs related to court subpoenas and other planned events. Other planned events shall include incidents such as drug sweeps in Investigations and employee training. Overtime liability will continue to occur when an employee works in excess of eighty (80) hours in a 14-day work period as required by the Fair Labor Standards Act (FLSA).

Uniformed sworn officers on a 4/10 schedule who are subject to call for service during the lunch period will work ten (10) hours and take a one half (1/2) hour paid lunch break. Other sworn and non-sworn employees on a 4/10 schedule will work ten (10) hours and take a one-half (1/2) hour or one-hour unpaid lunch break. A change made by management to this practice will be a normal meet and confer issue.

C. Upon mutual agreement between management and an employee represented by the Association, s/he may work a schedule different than that delineated in Section B of this Article.

54. Workers' Compensation: Non-Sworn Personnel

A. Non-sworn employees who sustain illness or injury arising out of and in the course of their City employment shall receive benefits equal to those mandated by the State of California plus the difference between State mandated benefits and the equivalent of eighty-five percent (85%) of the individual's gross (excluding O.T.) salary, if any, paid by the City for a maximum of ninety (90) working days.

B. This Article shall not be construed to grant employees the use of sick leave benefits in lieu of or to supplement workers' compensation benefits herein or by State law, except as follows:

An employee who returns from an accepted work-related injury or illness to regular duty r modified duty may attend follow-up medical appointments during work hours when it is not possible to arrange such appointments on non-work time. Reasonable advance notice must be given to the supervisor, which in no event shall be less than 24 hours. Release time is subject to supervisory approval based on operational needs. Under these conditions, to account for the lost work time to attend physician, physical therapy, chiropractic, counseling and other physical and mental care appointments, the employee may:

1. Use accrued paid leave time (sick leave, vacation time, compensatory time, or personal leave); or

2, Use 'industrial leave without pay" if employee has no accrued paid leave time, or

3. If the employee has not reached a permanent and stationary status, the employee may elect to use "industrial leave without pay" if employee does not choose to use accrued paid leave (sick leave, vacation time, compensatory time, or personal leave). However, employees who have reached permanent and stationary status must exhaust available leave balances before being placed on leave without pay.

An employee who has not reached a permanent and stationary status and uses industrial leave without pay may be entitled to "wage loss" under workers' compensation system depending on eligibility.

The City may make changes to its Personnel Policies including, but not limited to, the Santa Barbara Municipal Code to reflect the substance of this Agreement.

APPENDIX A- CATASTROPHIC LEAVE POLICY

I. **PURPOSE:** To establish a program whereby City employees can donate vacation, holiday and/or compensatory time to the leave banks of permanent full-time and permanent part-time employees who have exhausted all applicable accumulated leave balances for the following reasons:

A. To the sick leave banks of employees who are incapacitated due to an off-duty catastrophic illness or injury; or

B. To the vacation leave banks of employees who are caring for a spouse, registered domestic partner, or child who has been diagnosed as terminally ill.

II. **DEFINITION:** A catastrophic illness or injury is a severe illness or injury which is unusual, unexpected, or immediate in nature; and which is expected to preclude an employee from returning to work for an extended period of time, during which the employee will exhaust all of his/her accumulated leave balances.

III. **POLICY:** City employees may donate vacation, holiday and/or compensatory time to a permanent full-time or permanent part-time employee if:

A. An employee experiences a catastrophic illness or injury or must care for a spouse, registered domestic partner, or child who is diagnosed as terminally ill which requires him/her to be absent from work for an extended period of time;

B. The employee has nearly exhausted all applicable leave balances (sick, vacation, personal leave, holiday, compensatory time in the case of the employee's off duty catastrophic illness or injury; vacation, personal leave, holiday and compensatory time due to caring for a spouse, registered domestic partner, or child diagnosed as terminally ill); and

C. The employee or if incapacitated, the legally recognized representative, has agreed to accept the donation, if approved by the Department Head and the City Administrator.

D. The Department Head will take action to help ensure that each employee's decision to donate or not donate to a Personal Catastrophic Leave Account is kept confidential and that the donor and recipient employees are not pressured to participate.

E. State and Federal income tax on the value of vacation, holiday, and/or compensatory time donated shall be deducted from the recipient employee's pay at the time the hours are used.

IV. **PROCEDURES:**

A. A request is made by the recipient employee or if incapacitated, the legally recognized representative, to the Department Head for the establishment of a Personal Catastrophic Leave Account. This request may be made prior to that employee exhausting all of his/her applicable paid leave balances so that time donated to the time bank may be utilized immediately upon exhaustion of the employee's applicable leave balances, but not before.

B. Upon approval of the Department Head and the City Administrator, and upon agreement of the recipient employee, a Personal Catastrophic Leave Account will be established. The employee or if incapacitated, the legally recognized representative, will sign the "Request to Receive Donation(s)" form allowing publication and distribution of information regarding his/her situation.

CATASTROPHIC LEAVE POLICY- CONTINUED

C. The employee or if incapacitated, the legally recognized representative, will be required to provide verification of the illness or injury from an attending physician before and while using time donated under this program. All information provided by the attending physician will remain confidential.

D. The request for donations shall occur in three month intervals and may be extended if the employee's catastrophic leave time is continued, up to a maximum of twelve (12) continuous months for any one catastrophic illness/injury or the need to care for a spouse, registered domestic partner, or child diagnosed as terminally ill, based upon approval of the Department Head and City Administrator.

E. Donated vacation, holiday, and/or compensatory time shall be converted and credited to the recipient in equivalent hours of sick leave due to employee illness or vacation leave due to a terminally ill spouse, registered domestic partner, or child at the recipient's base hourly rate. (e.g. employee A makes $20/hour and donates 1 hour of vacation time to employee B who earns $10/hour. B's sick or vacation bank is increased by 2 hours for each hour donated by A.)

F. Employees will use the "Donation of Vacation/Holiday/Compensatory Time" form to submit donations of vacation, holiday and/or compensatory time directly to Human Resources. All donations will be reviewed for compliance with this policy. After review, the form will be forwarded to Payroll for action and adjustment to the donor and recipients' paid leave balances.

G. All donations of vacation, holiday, and/or compensatory time shall be limited to a ten (10) hour maximum donation per request interval per injured/ill employee or spouse, registered domestic partner, or child diagnosed as terminally ill.

H. The donation of vacation, holiday, and/or compensatory time is irreversible. Should the recipient employee not use all the donated time for the catastrophic illness or injury for which it was requested within one year following the initial request for catastrophic leave, any balance will revert automatically to a City-wide "Catastrophic Leave Bank" for future use by employees with need for that donated time pursuant to the provisions of this Catastrophic Leave Policy. A recipient may also voluntarily release donations made in his or her name to the City-wide "Catastrophic Leave Bank" in writing at any time.

If prior to the expiration of one year following the initial request for catastrophic leave, a recipient has not released the balance of donations received to the City-wide "Catastrophic Leave Bank" and provides the City a medical certification demonstrating to the satisfaction of the Human Resources Manager that the same catastrophic illness or injury is still active and may cause incapacity within the next year, the donations will be maintained for the exclusive use of the recipient for up to an additional year. This same certification may be provided annually thereafter. The City shall have no obligation to remind the recipient of the availability of the options provided under this paragraph.

Once donations have been released by the recipient in writing, or have reverted automatically to the City-wide "Catastrophic Leave Bank", a recipient shall not have greater access to such balances than other any qualified employee.

I. A report on the usage of Personal Catastrophic Leave Accounts and status of the City-wide "Catastrophic Leave Bank" will be available to recognized labor organizations and others with a need to know. The report will include the identity of the recipient(s), hours donated, hours used and the remaining balance(s).

APPENDIX B- TRAINING AND RELATED TRAVEL TIME FOR REQUIRED CLASSES

The purpose of this Appendix is to provide a guide to utilize when determining when an employee is entitled to payment for attending training.

Non-Exempt Employees

The Fair Labor Standards Act (FLSA) indicates that time spent by non-exempt employees in training is compensable unless all of the following conditions are met:

1. Attendance is outside of the employee's regular working hours.

2. Attendance is in fact voluntary. FLSA indicates that attendance is not considered voluntary if the employee believes that present working conditions or the continuance of employment will be adversely affected by non-attendance.

3. The course, lecture, or meeting is not directly related to the employee's job. The regulations state that training is directly related to the employee's job if it is designed to make the employee handle his or her job more effectively, as distinguished from training for another job.

4. The employee does not perform any productive work during such attendance.

If all four of the above conditions are not met, then all hours spent in training (including those outside of normal working hours) are considered to be compensable under FLSA.

If the training is considered compensable and travel time is associated with the employee's attendance, then the next question is whether the time spent traveling should be paid for. , The following must be considered.

1. **Travel During Regular Working Hours.** If the travel time related to attending required training occurs during normal working hours, then the time is considered to be compensable.

2. **Special One-Day, Out-of-Town Travel.** Travel time associated with special one-day, out-of-town training is required to be paid for irrespective of the mode of transportation utilized or whether the employee drives or is a passenger. Time that can be excluded from payment is normal home-to-work travel time and time spent eating while traveling.

3. **Overnight Travel.** If an employee travels overnight on business (for more than one day), the employee must be paid for time spent in traveling (except for meal periods) during their normal working hours on their non-working days, such as Saturday, as well as, on their regular working days. Travel time as a passenger on an airplane, train, boat, bus, or automobile outside of regular working hours is not considered worktime unless the employee performs any actual work or the employee drives a car without being offered public conveyance. Therefore, nighttime travel policies when associated with training for more than one day may prove to be more advantageous. The cost for hotel accommodations and meals for the employee versus the overtime payment should be considered when trying to determine which is more advantageous.

Special Requirements for 207K Exempt Employees

The only special requirement related to 207(k) exempt employees under FLSA relates to time spent in required training when an employee is confined to a campus or to barracks 24 hours a day. Only the time spent in actual training is considered compensable hours of work as long as the other hours are spent in studying or other personal pursuits. Other than this, the same requirements that apply to non-exempt employees apply to 207(k) exempt employees.

TRAINING AND RELATED TRAVEL TIME FOR REQUIRED CLASSES- CONTINUED

Exempt Employees

In the case of an exempt employee, the MOU is the guiding document in whether training or related travel time is compensable. Generally, exempt employees will only be paid for time spent in required training and travel during normal work hours. Travel outside of regular work hours is excluded.

Employees who have questions regarding the compensability of training and related travel time, may contact either the Chief of Police or one of the Personnel Analysts at Ext. 5316.

APPENDIX C- MEMORANDUM OF UNDERSTANDING REGARDING 3/12.5 SCHEDULE

This memorandum of understanding was entered into as of September 25, 1999, and amended on July 3, 2001, between the City of Santa Barbara, hereinafter referred to as "City," and the Santa Barbara Police Officers Association, hereinafter referred to as "Association."

This agreement is intended to allow the City to implement, on a trial basis, a "3/12.5" work schedule for some of those Officers and Sergeants assigned to patrol functions who worked a "4/10" work schedule immediately prior to implementation of the MOU.

The work period shall be defined as a 28-day work period as permitted by the Fair Labor Standards Act (FLSA) for law enforcement personnel for all sworn personnel irrespective of their shift assignment in order to accommodate the new "3/12.5" schedule. FLSA mandated overtime for all sworn personnel shall be defined as any hours worked beyond one hundred seventy one (171) hours in a designated twenty-eight (28) day cycle. Overtime under a "4/10" or "3/12.5" work schedule is defined as hours worked beyond the regularly scheduled shift, whether it be a 12.5-, 10-, 9- or 8-hour day. Overtime liability shall also occur if a member works in excess of his/her regularly scheduled 75, 80 or 85 hours in a pay period. The City shall continue for purposes of computing overtime to count all regular, scheduled work hours, including paid leave time, as time worked. Overtime shall continue to be compensated at a time and one-half overtime cash or time and one-half CTO rate but not to exceed the 50 hours CTO maximum bank. Once overtime is earned in connection with any approved method of accrual (daily, biweekly, FLSA) said amounts shall be deducted from overtime owed under any other approved method of accrual. There shall be no double or triple payment of overtime for the same hours involved.

The basic work schedule for those assigned to a "3/12.5" shall be to work 12 shifts of 12.5 hours and one shift of 10 hours during each 28-day work period. This is the equivalent of working 160 hours in a four-week period; the same as employees assigned to a "4/10", work schedule. The current meal break policy shall apply to all sworn patrol personnel assigned to a "3/12.5" work schedule.

For those assigned to a "3/12.5" schedule, the 10-hour shift must be worked within the designated 28-day work period and is considered an integral part of the City's staffing needs. Therefore, the 10-hour shift is not intended to be "routinely" utilized for leave time. In situations where an employee who, for whatever reason, does not either actually work or report leave time approved by the Department for the required 10-hour shift within the 28-day work period shall have paid leave utilized for any hours necessary to account for the required 160 hours in the following order: CTO, Holiday, Vacation unless an agreement between management and the employee to utilize in a different order. If no leave balances are available, then the hours shall be reported as leave without pay.

The one 10-hour shift shall not be limited to any particular purpose; however, it is generally intended to be utilized to facilitate training, patrol responsibilities or special assignments. Complete flexibility for scheduling this day shall be maintained by management to allow for changing priorities, training availability, and the special needs of the organization.

MEMORANDUM OF UNDERSTANDING REGARDING 3/12.5 SCHEDULE- CONTINUED

Under the "3/12.5" work schedule employees shall regularly work 75 hours during one biweekly pay period and 85 hours during the other biweekly pay period within the 28-day work cycle. As a matter of convenience for employees assigned to the "3/12.5" work schedule, the City shall ensure that the payments received by the employees at the end of each biweekly pay period are equal, or 80 hours per biweekly pay period, exclusive of any overtime. An exception will be in the case of an employee who does not work the required hours and does not have sufficient leave balances to cover the hours.

Management shall make every reasonable effort to have changes in patrol shift assignments coincide with the end of a 28-day work period. However, if the needs of the department as determined in the sole discretion of the Police Chief warrant a change from the "3/12.5" schedule to another such as, but not limited to, a "4/10" other than at the end of a 28-day work period, the Association acknowledges that an adjustment to balance the hours worked and paid will be required. This adjustment may necessitate a deduction from an employee's CTO, holiday, vacation time and/or gross pay. A similar adjustment may be necessary in situations such as, but not limited to, the resignation of an Officer.

The Association agrees that management retains the absolute right to discontinue the use of the "3/12.5" work schedule at any time without having to engage in the meet and confer process. Management also retains the right to assign an officer to either the "3/12.5" or the "4/10" work schedule without having to engage in the meet and confer process. If the "3/12.5 work schedule is discontinued by management, employees assigned to a "3/12.5" work schedule shall return to a "4/10" work schedule.

APPENDIX D- FURLOUGH PLAN

CITY OF SANTA BARBARA
FISCAL YEAR 2011 and FISCAL YEAR 2012
MANDATORY UNPAID FURLOUGH PLAN
POLICE BARGAINING UNIT

I. Purpose

The purpose of this mandatory unpaid work furlough plan is to:

- Allow the City to address anticipated revenue shortfalls and increased expenses in Fiscal Year 2011 while minimizing the need for service cuts and staff layoffs; and
- Establish, in advance, a clear and understandable method to mitigate the impacts of a work furlough on affected employees.

II. Definitions

"Work furlough" refers to one or more hours of required unpaid leave taken on a consecutive or intermittent basis.

III. Application

1. This policy applies to sworn and non-sworn employees in the Police Bargaining Unit as provided under the applicable Memorandum of Understanding (MOU).
2. Nothing in this plan shall restrict the right of the City to make bonafide permanent reductions in workforce, nor to otherwise reduce work hours for economic reasons, as authorized under the Santa Barbara City Charter, including but not limited to Sections 1007 and 1008, and the Santa Barbara Municipal Code. However, the City acknowledges that such alternate work reductions may trigger a separate duty to meet and confer with the City's recognized labor organizations about such decision(s) and/or the effects of such decisions on employees.

IV. Declaration and Scheduling of Mandatory Work Furlough

1. Implementation: This Mandatory Furlough Plan will be implemented at the level of 12 hours in the July 2010-June 2011 Fiscal Year and 12 hours in the July 2011-June 2012 Fiscal Year , prorated for part-time employees.
2. Scheduling of Furlough: The City will have the sole authority to schedule the furlough periods, and such decisions shall not be subject to grievance or appeal.
    a. General Furlough Closure: The City will observe a General Furlough Closure, during which many non-public-safety City offices and operations will be closed. Some employees may be scheduled to take furlough time off during these furlough closure dates. However, most employees in the Police Department will be scheduled to work during such closure periods..
    b. Furlough Time Off Bank: Any furlough hours not scheduled to be taken as part of a General Furlough Closure shall become part of an employee's furlough time off bank. Employees will be scheduled to take the furlough time off at another time. Furlough time for the fiscal year must be taken no later than the last day of the last full pay period in the fiscal year (June 17, 2011 and June 29, 2012, respectively). Such time off shall be scheduled on the same terms as vacation under the applicable Memorandum of Understanding or other City policy.
    c. Rescheduling Furlough Time Off: If an employee is not able to take furlough time off as originally scheduled, the furlough hours will become part of the employee's Furlough Time Off Bank and will be rescheduled as provided in subsection "b", above. Supervisors will be encouraged, where practicable, to make reasonable efforts to avoid disruption to employees if scheduled furlough time off must be rescheduled (e.g. by finding qualified volunteers). However, this may not always be possible.
3. Application to Work Groups and Positions:
    a. Although this plan may be applied uniformly to all Police bargaining unit employees, the City may also apply this policy differentially to all or some work groups or positions at its discretion. Such decisions shall not be subject to grievance or appeal. For example:
        i. The City may decide not to furlough certain work groups or positions because they are performing essential or contracted functions, because compensation is

paid from restricted funding sources, or for any other business reason.

ii. The City may also decide to furlough some work groups or positions at different times or for different durations than other work groups or positions for any business reason.

4. Application to Voluntary Hours Reduction Requests: Employees who offered to voluntarily reduce their hours to part-time under the "Part-Time Work" Policy or to take an unpaid leave of absence under the "Leave of Absence Without Pay, Non-Medical Reasons" Policy prior to ratification of the MOU containing the furlough will be provided an opportunity to rescind their voluntary part-time schedule or unpaid leave request.

5. Work During Furlough: No employee may perform work for the City during the furlough period unless authorized by management.

V. Effect of Mandatory Work Furlough on Employee Pay

1. Pay Reduction: The period of furlough time off will be unpaid. Furlough time off will be tracked under a separate unpaid hours code.

2. Non Exempt Employees- Pay Mitigation Plan:

a. For non-exempt employees, the wage loss from the mandatory furlough will be distributed evenly over the fiscal year. Effective beginning December 4, 2010, a bi-weekly deduction will be made from employee compensation in an amount equivalent to 1/14th of the total unpaid mandatory furloughed time for that year through the end of the last pay period of Fiscal Year 2011, ending on June 17, 2011. Effective the first full pay period in Fiscal Year 2012, beginning on June 18, 2011, a bi-weekly deduction will be made from employee compensation in an amount equivalent to 1/26th of the total unpaid mandatory furloughed time for that year through the end of the last pay period of Fiscal Year 2012, ending on June 29, 2012.

b. Mutual Reimbursement:

i. For employees in active paid status as of the beginning of the fiscal year who terminate employment within the fiscal year:

1. If, at the time of termination, the reduction in pay exceeds the furlough time off taken, the employee will be entitled to pay for the difference.

2. If, at the time of termination, furlough time off taken exceeds the reduction in pay, the employee will need to reimburse the City for the difference in pay.

ii. An employee who is hired or otherwise enters active paid status after the beginning of the fiscal year will be scheduled for the full furlough time off and will have his or her pay reduced by an amount equivalent to 1/14th (for Fiscal Year 2010-2011) or 1/26th (For Fiscal Year 2011-2012) of the total furloughed time each pay period until the full furlough deduction has been achieved. In this case, the deduction may carry over into a subsequent fiscal year. The employee will be subject to the same mutual reimbursement provisions in Section (1) above, if the employee terminates employment before the deductions are complete.

iii. An employee who is on unpaid status for any other reason at any point during the fiscal year will, upon return to active paid status, be scheduled to make up any furlough hours not taken and will continue to have his or her pay reduced by the appropriate deduction amount until the full furlough deduction has been achieved. In this case, the deduction may carry over into a subsequent fiscal year. The employee will be subject to the same mutual reimbursement provisions in Section (a) above, if the employee terminates employment before the 26 pay periods are complete.

VI. Benefits During a Mandatory Work Furlough

1. Health, Life, and Cafeteria Plan Benefits: An employee shall receive continued medical, dental, vision, life insurance, and cafeteria plan benefits, including any City contribution, at the level the employee would have received absent the work furlough. Employees will be responsible for the same employee contributions to these benefits that they would have made absent the work furlough.

2. Retirement: To the extent allowable by CalPERS, and in compliance with any restrictions imposed by CalPERS, the City will ensure that retirement benefits will not be adversely impacted

as a result of the furlough and related reduction in hours and/or salary.

3. Other Benefits: Other benefits may be reduced as required under normal benefit rules related to work schedule or unpaid leave. Such benefits include, but are not limited to: disability insurance or SDI/PFL contributions, Medicare contributions, etc.
4. Paid Leave Accrual: Employees will receive the same vacation, sick leave, personal leave, and management leave accruals they would have received absent the work furlough.
5. Legal Holidays: Employees on a work furlough shall receive legal holiday pay as follows:
   a. Employees in classifications entitled to accrue holiday credit will continue to receive the same holiday credit.
   b. For employees who do not accrue credit, where a legal holiday is observed during a period of work furlough, the employee will be paid hours for that holiday at the same level employee would have received absent the work furlough. In other words, that holiday will not count as an unpaid furlough day. For employees on a 9/80 or 4/10 schedule, the employee may be required to use accrued paid leave banks to make up the full paid holiday, as usual.
6. Use of Paid Leave: An employee will not be permitted to use accrued paid leave banks (vacation, sick leave, compensatory time, personal or management leave) during the unpaid furloughed hours.
7. Vacation Accruals: Management will make every reasonable effort to work with employees to avoid loss of vacation accruals or personal leave due to encroachment on accrual caps or time limits for use.
8. Standby and Call-back: An employee may be assigned to call-back or standby during a work furlough as provided under the applicable labor agreement or City policy. An employee called-back to active paid work during the unpaid furlough period will be required to take equivalent additional unpaid furlough during the remainder of the fiscal year.
9. Service & Seniority: Furlough shall not count as a break in City service and shall not affect seniority or eligibility for merit increases.
10. Schedule Changes: While an employee is on a furlough, schedule changes will be subject to the requirements of the applicable labor agreement
11. Overtime: Employees will only be eligible for overtime premium that they would have received absent the reduction in work hours (i.e., for over 40 hours in a workweek).
12. Probationary Period: Probationary periods shall not be affected by a mandatory furlough.
13. Limits on Benefit Continuation: Special benefit continuation under this furlough plan is available only to employees during their mandatory unpaid furlough period(s). Otherwise, employees are covered by benefit continuation under other City policies, including the City's applicable Leave Without Pay policies.

ORDINANCE NO. 5538

STATE OF CALIFORNIA)
)
COUNTY OF SANTA BARBARA) ss.
)
CITY OF SANTA BARBARA)

I HEREBY CERTIFY that the foregoing ordinance was introduced on November 23, 2010, and was adopted by the Council of the City of Santa Barbara at a meeting held on December 7, 2010, by the following roll call vote:

AYES: Councilmembers Dale Francisco, Frank Hotchkiss, Grant House, Michael Self, Bendy White; Mayor Helene Schneider

NOES: None

ABSENT: None

ABSTENTIONS: None

IN WITNESS WHEREOF, I have hereto set my hand and affixed the official seal of the City of Santa Barbara on December 8, 2010.

Cynthia M. Rodriguez, CMC
City Clerk Services Manager

I HEREBY APPROVE the foregoing ordinance on December 8, 2010.

Helene Schneider
Mayor