ORDINANCE NO.5554

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SANTA BARBARA ADOPTING THE 2011-2013 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SANTA BARBARA AND THE PATROL OFFICERS' AND TREATMENT PLANTS' BARGAINING UNITS (TAP UNITS).

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 Service Employees' International Union, Local 620, Airport and Harbor Patrol Officers' and Treatment Plants' Bargaining Units, effective as of June 14, 2011, and covering the term of January 1, 2011, through December 31, 2013, and attached hereto and incorporated herein by reference as Exhibit "A" dated as of June 14, 2011 (hereinafter the "M.O.U."), is hereby approved.

SECTION 2. During the term of the M.O.U., the City Administrator is hereby authorized to implement the terms of the M.O.U. without further action by the City Council, unless such further Council action is required by state or federal law. This authorization shall include, but not be limited to, the authority to implement employee salary increases and changes to the salary schedule(s) which were adopted with the annual budget approved by the City Council during the term of the M.O.U.

Exhibit A

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SANTA BARBARA
AND
SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 620, CTW, CLC,
AIRPORT AND HARBOR PATROL OFFICERS' AND
TREATMENT PLANTS' BARGAINING UNITS

THIS AGREEMENT IS ENTERED INTO AS OF JUNE 14, 2011 BETWEEN THE CITY OF SANTA BARBARA, HEREINAFTER REFERRED TO AS THE "CITY", AND THE SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 620, CTW, CLC, HEREINAFTER REFERRED TO AS "UNION."

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 Union, having met and conferred in good faith concerning the issue of wages, hours, and terms and conditions of employment, as herein set forth, declare their agreement to the provisions of this Memorandum of Understanding.

FOR THE CITY:

Kristine Schmidt
Employee Relations Manager

Rebecca Bjork
Water Resources Manager

Mick Kronman
Harbor Operations Manager

Tracy Lincoln,
Airport Operations Manager

Graciela Reynoso
Human Resources Analyst

FOR THE UNION:

Bruce Corsaw
Executive Director, SEIU Local 620

Rob Fair
Sr. Wastewater Collection System Operator

Jason Guy
Control Systems Operator Specialist

Rick Hubbard
Harbor Patrol Officer

John Krohta
Airport Patrol Officer II

Gene Meehan
Airport Operations Assistant

Matt Ward
Water Distribution Operator Technician II

Thomas Welche,
Wastewater Treatment Plant Chief Operator

Cynthia Goena
SEIU Field Representative

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1. BENEFITS DURING LEAVE WITHOUT PAY

No sick leave, vacation, or holidays shall accrue to any employee during any full biweekly pay period in which the employee is on unauthorized or authorized leave without pay. Employees on leave without pay shall also be responsible for full payment (employer and employee portion) of insurance premiums except as otherwise provided in this MOU.

2. BENEFITS- PART-TIME EMPLOYEES

a. Employees filling positions authorized by City Council in the City's official list of authorized positions at 20 hours or more per week on a less than full-time basis shall receive benefits (holiday, vacation, and sick leave) 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 worked versus a regular work week rounded up to the nearest ten percent (10%).

b. Employees who were already filling positions authorized by City Council in the official 2004-2005 Position and Salary Control Resolution at more than 20 hours per week on a less-than-full-time basis on September 24, 2004 will continue to receive full-time health benefits (cafeteria plan contribution, medical contribution, dental contribution, vision contribution).

3. BEREAVEMENT LEAVE

The City's bereavement leave policy shall provide up to five (5) days leave with pay for immediate family members. Immediate family is defined as mother, father, brother, sister, spouse, 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 (in place of the parent), and step family members. In addition to the immediate family members listed herein, an employee shall be eligible for up to five (5) days bereavement leave with pay for his/her domestic partner and the domestic partner's immediate family, as defined above. In order to receive this benefit, domestic partners must be registered with the City Clerk's office or the Secretary of State.

The parties agree that co-worker funeral attendance will be acceptable to the City upon Department Head approval consistent with maintenance of operations.

The intent of bereavement leave is to provide employees with adequate time to be with their immediate family during a period of anguish, whether it be at the time of death, preparation of funeral arrangements and/or to attend a funeral.

Though bereavement leave pay is not applicable, the City shall encourage departments to make reasonable efforts to allow employees to use accrued vacation, compensatory, time or personal leave to attend the funeral of an aunt, uncle or cousin.

4. BILINGUAL SKILLS

The City and the Union agree to encourage employees to voluntarily develop bilingual skills in instances where the public contact nature of their jobs would make such skills valuable.

Any employee who is requested by the City and whose duty assignments require frequent and regular use

of bilingual language skills in Spanish and in English with members of the public shall be designated by the Department Head in writing and said designation shall be approved by the Human Resources Manager, who shall test and certify the employees for language proficiency.

Departments will be limited to two (2) employees as being designated for use of bilingual skills in each major division or department. "Major Division" shall be determined by the Department Head.

As used in this section, the phrase "regular and frequent" means at least several times in each working day. Designation of the bilingual language skill is restricted to the actual needs of the position. An employee's ability to read, write or speak Spanish occasionally or, incidental use of language skills in Spanish, or the use of bilingual skills other than for the purpose of meeting the requirements of the job shall not warrant a bilingual designation.

The City shall provide an updated list of designated employees at the Union's written request no more than once every six (6) months. In addition, the City shall provide a list of designated employees to the Union within 30 days of ratification of this MOU.

All employees designated for use of bilingual skills by their Department Head shall receive $64.00 per pay period.

5. BULLETIN BOARDS

The City agrees to furnish space for Union-purchased bulletin boards of a reasonable size for posting of Union material. The specific locations of the bulletin boards shall be approved by the City and shall include but not be limited to the following work stations:

Harbor Patrol Office
Airport Administration Building
Parks Division
Water Treatment Plant
Wastewater Treatment Plant

Other work stations may be added upon approval of the City.

6. CAFETERIA PLAN

a. A flexible benefits plan known as a "125 Cafeteria Plan" and the "pre-tax advantage" provisions related to an employee's medical, dental, vision, psychological and supplemental life insurance premium contributions and flexible spending accounts within the meaning of Section 125 (d) of the Internal Revenue Code shall be provided to employees. Each employee shall be eligible to allocate a discretionary amount of $313.74 per month for the term of this Agreement.

b. If medical, dental, and vision insurance plan selections exceed the cafeteria plan allocation, the City will pay the difference of these respective insurance premiums up to the amounts in the Medical Insurance, Dental Insurance and Vision Insurance sections of the Health Insurances article of this MOU; said excess premium payments cannot be applied to any other element of the cafeteria plan.

7. CHILD CARE

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

8. COMMERCIAL DRIVER'S LICENSE

When an employee is promoted to a position where a commercial driver's license is required, the City will allow the employee up to 6 months following initial appointment to obtain the commercial driver's license, unless the employee had a commercial driver's license prior to promotion.

9. DISABILITY RETIREMENT

a. An employee found physically or mentally incompetent to perform his/her regular duties shall be provided with the opportunity for transfer, promotion or demotion to a position for which he/she possesses the physical or mental competence, if possible, or other action pursuant to State law and/or City Charter.

b. An employee later found not to be disabled shall be reinstated with back pay and benefits to the date such pay and benefits ceased.

c. In no case shall an industrially injured employee be entitled to use sick leave benefits to postpone the effective date of retirement.

d. An employee eligible to retire for non-industrial disability shall be entitled to use sick leave benefits to extend the date the employee is first eligible to receive retirement benefits for up to a maximum of ninety (90) days.

10. DISCIPLINARY ACTION

The City, at its option, may require an employee to forfeit vacation or holiday time in lieu of taking other disciplinary action pursuant to Charter Section 1007 and enabling ordinances.

11. DOMESTIC PARTNERSHIP BENEFITS

The City shall allow same sex and opposite sex domestic partners dependent coverage under medical, dental, and vision plans. In order to receive this benefit, domestic partners must be registered with the City Clerk's office or the Secretary of State. The affected employees shall be responsible for all tax consequences of this benefit.

12. DRESS CODES

It is agreed that employees recognize and will comply with standards of dress consistent with the positive representation of the City government through its employees. No dress codes other than the above standard are to be established in the various departments other than those which are related to uniform requirements and safety policies established by the City.

13. DRUG AND ALCOHOL TESTING POLICIES

Only employees with commercial driver's licenses in "safety sensitive" positions are subject to the City of Santa Barbara Drug and Alcohol Testing Policy Pursuant to Department of Transportation Regulations (which includes random and reasonable suspicion drug and alcohol testing).

Employees not subject to the City Of Santa Barbara Drug And Alcohol Testing Policy Pursuant To Department Of Transportation Regulations are subject to pre-employment drug testing and post-accident

drug and alcohol testing pursuant to the City of Santa Barbara Drug and Alcohol Testing Policy, attached hereto as Appendix D.

14. EQUAL EMPLOYMENT OPPORTUNITY

a. The City and the Union agree that the provisions of this Agreement shall be applied equally to all employees covered herein without favor or discrimination because of race, creed, color, sex/gender, age, national origin, political or religious affiliations, Union membership, sexual orientation, marital status, disability or pregnancy.

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

15. FLEXIBLE STAFFING

The City may choose to flexibly staff classifications within any class series containing an entry and journey level position. Flexible staffing gives the City the ability to hire employees at the entry level or the journey level depending upon applicant qualifications and City staffing needs.

An official list of the flexibly staffed classifications shall be maintained by Human Resources. Classifications designated as flexibly staffed would not require an examination nor the establishment of an eligible list for an incumbent to promote from the entry level to the journey level classification. The City retains the exclusive right to determine if and when an employee may advance from the entry to the journey level.

Flexible staffing does not preclude the City from identifying certain positions that would be permanently assigned to the entry level for as long as their duties and responsibilities remain within the entry level classification.

16. FURLOUGH

During Fiscal Years 2011-2012 and 2012-2013, each employee will be subject to an unpaid furlough. The furlough will be accomplished under the furlough plan attached to this Agreement as Exhibit G. Furlough and personal leave reductions will be in the following amounts (prorated for part-time employees):

Program	Classifications	Annual Furlough Hours
Water Distribution (4631)	All classifications	75
Wastewater Collection (4632)	All classifications	75
Water Laboratories (4661) & Wastewater Laboratories (4662)	All classification	75
Parks Grounds & Facilities Maint. (6912)	All classifications	75
Recycled Water (4621)	Senior Wastewater Treatment Plant Operator All Others	42 75
Water Treatment (4641) & Cater Water Treatment (4642)	All classifications	42
Gibraltar Reservoir	Reservoir & Dam Care/Dist Op All Others	42 75
Wastewater Treatment	Wastewater Treatment Chief Operator Senior Wastewater Treatment Plant Operator Wastewater Treatment Plant Op I, II and III Wastewater Treatment OIT All Others	42 42 42 42 75
Airport Security	All classifications	42
Harbor Patrol	All classifications	5

The City and the Union will meet informally (not meet and confer) at the request of either party in March 2012 to discuss whether changes can be made to allow for more furlough and less relinquishment of personal leave as provided under Article 36(b), for those employees with the 42 hour furlough. Any change will be subject to mutual agreement.

17. GRIEVANCES/DISPUTES

a. Grievances shall be defined as an alleged violation of this Agreement or dispute regarding interpretations, application, or enforcement of this Agreement or the City Charter, City ordinances, resolutions, and written policies related to personnel policies and working conditions. Grievances shall not include disagreements, disputes, or activities regarding or pertaining to examinations for employment or promotion, disciplinary action, performance evaluations, probationary terminations and items subject to meet and confer.

No act or activity which may be grievable may be considered for resolution unless a grievance is filed in accordance with the procedure contained herein within twenty (20) working days of the date the grievable activity occurred or the date the employee could reasonably have known such activity occurred.

b. The Union agrees that whenever investigation or processing of a grievance is to be transacted during working hours, only the amount of time necessary to bring about a prompt disposition of the matter will be utilized. At the City's discretion, time spent by City employees on the investigation and processing of grievances will be recorded on a form provided by management.

Union Stewards will be permitted reasonable time off with pay for the investigation and processing of grievances after first obtaining permission from his/her Department Head. Such permission will be granted promptly unless such absence would cause an undue interruption of work.

Upon entering a work location, the Union Steward shall inform the appropriate Department Head and supervisor of the nature of his/her business. An employee pursuing a grievance shall be granted permission to leave the job unless such absence would cause an undue interruption of work. If the employee can not be made available, the Union Steward will be immediately informed when the employee will be made available.

c. The parties agree that all grievances will be processed in accordance with the following procedure.

Step One

Any employee who has a grievance shall first try to get it settled through discussion with his/her immediate supervisor without undue delay. Every effort shall be made to find an acceptable solution at the lowest possible level of supervision.

Step Two

If after such discussion the employee does not believe the grievance has been satisfactorily resolved, he or she may file a formal appeal in writing to his/her Department Head within ten (10) working days after the informal decision of his/her immediate supervisor.

The Department Head receiving the formal appeal shall render his/her written decision and comment to the employee within ten (10) working days after receiving the appeal.

Step Three

If, within ten (10) working days after receipt of the written decision of the Department Head the employee is still dissatisfied, he or she may request the services of a mediator from the State Mediation and Conciliation Service.

Step Four

If, within ten (10) working days after the mediation process has been completed, the employee is still dissatisfied he or she may file a written appeal of the decision of the Department Head to the City Administrator. The City Administrator shall review information provided by the employee, the decision of the Department Head, and suggestions or information provided by the Mediator. The City Administrator shall render his/her decision within twenty-five (25) working days after the appeal is filed. Except as provided under Step Five below, the City Administrator's decision shall be considered final.

Step Five

Request for Arbitration

If the grievant is not satisfied with the decision at Step Four, he/she may, within fifteen (15) working days after the decision is mailed by the City Administrator, and with the concurrence of the Union, submit a request in writing to the City to proceed to arbitration. The Union shall have the right to invoke the arbitration procedure on behalf of a class of employees. Arbitration shall be conducted in accordance with the rules and procedures delineated in this Article.

Selection of Arbitrator

The parties shall make a good faith effort to select a mutually acceptable arbitrator from a designated list of available arbitrators. If they are unable to agree on an arbitrator within ten (10) days of the submission of the grievance to arbitration, the parties shall request a panel of experienced arbitrators from the California State Mediation and Conciliation Service. Each party shall alternately strike a name until only one name remains. The party who strikes first shall be determined by lot. By mutual agreement, the arbitration may be held under the Expedited Rules of the American Arbitration Association.

Unless the parties agree otherwise, a hearing shall be commenced within sixty (60) days from selection of the arbitrator.

Arbitrator's Authority
Only those issues which directly relate to alleged violations of this Memorandum of Understanding or the City Charter, City ordinances, resolutions and written policies related to personnel policies and working conditions shall be subject to arbitration. In addition, matters for which a separate and comprehensive administrative process is available that provides a remedy no less complete than that provided in arbitration are not within the scope of this procedure. Examples of such comprehensive processes are: discrimination complaints covered by EEOC or DFEH, safety complaints under Cal OSHA and OSHA, workers' compensation matters, and Civil Service appeals. The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement, the City Charter or Ordinances, or the written policies, rules, regulations or procedures of the City. The arbitrator however, may, in the course of determining the questions properly submitted to him/her, consider arguments and evidence based on external law.

Submission Agreement/Questions Regarding Arbitrability
If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step. If any question arises as to the arbitrability of the grievance, such question shall be ruled upon by the arbitrator prior to hearing the merits of the grievance.

Hearing Procedure
Except as indicated in this Article, the arbitration hearing shall be conducted in accordance with the Labor Arbitration Rules of the American Arbitration Association.

Decision
After a hearing and an opportunity to present such closing arguments as may be appropriate, the arbitrator will make a reasonable effort to issue his/her decision within thirty (30) days after the conclusion of the hearing. The arbitrator's decision shall be in writing and set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The decision shall be final and binding on the parties.

Costs
All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence shall be shared equally by the parties. Any cost incurred to obtain the use of a hearing room shall be shared by the parties. All other costs shall be borne by the party incurring them.

d. The time limitations for filing and responding to grievances may be waived or extended by mutual agreement of the parties. If either party to the grievance so requests, an informal hearing shall be conducted at the Department Head or City Administrator appeal levels. Employees may be represented by counsel or other person at any stage in the grievance process.

e. Grievances which are general in character and which involve interpretation or application of this MOU or City policies or which involve matters requiring resolution outside the authority of the employee's Department Head shall be filed directly with the Assistant City Administrator who shall provide a written response within ten (10) working days.

An employee may appeal the response of the Assistant City Administrator. The employee's appeal shall be handled in accordance with the procedures beginning in step three above.

f. Disputes or complaints regarding open competitive or promotional examinations for employment shall be processed in accordance with the policy adopted by the City Administrator. The City shall consult with the Union prior to adopting or amending such policy.

g. Disputes or complaints regarding performance appraisals shall first be discussed with the individual who made the appraisal. An employee dissatisfied with the appraiser's response may discuss his/her complaint with the individual at the next higher level of supervision whose decision shall be final. An employee may be represented by counsel or other individual during these discussions.

18. HARBOR AND AIRPORT PATROL SPECIAL DUTY ASSIGNMENT

a. It is agreed that bonus pay associated with Harbor or Airport Patrol Special Duty Assignments shall be provided at the rate of two percent (2%) of base salary.

b. Harbor or Airport Patrol Special Duty Assignments shall be significant in nature and designated by the Waterfront Director or Airport Director.

19. HEALTH AND SAFETY

a. The City and the Union agree to abide by all provisions of the California Plan approved in accordance with the provisions of the Federal Occupational Safety & Health Act of 1970, and any applicable legislation as may be passed by the State of California to implement that plan. The City recognizes that it is the duty of management to make every reasonable effort to provide and maintain a safe place of employment. The Union 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 to report any such unsafe practices or conditions to their immediate supervisors. If such conditions can not be satisfactorily remedied by the immediate supervisor, an employee has the right to submit the matter either personally or through the Union Steward to his/her Department Head or his/her designated representative. On any matter of safety that is not resolved, consultation will take place between management and Union representatives. Compliance with basic safety requirements will be part of each employee's performance evaluation criteria.

b. The City agrees to conduct a Safety Program on City time for the purpose of educating employees concerning the provisions of the Occupational Safety and Health Act as well as the City's safety policies. The Union 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. The City agrees that any safety courses the employees are required to take will be provided on City time with pay and that first aid training shall be provided to all employees in an on-duty status.

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

d. The parties agree that the City shall perform on-site safety inspections in major work sites at least once a year, and to hold regular safety meetings with departmental safety coordinators. It is further agreed that the City shall continue to maintain 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.

20. HEALTH INSURANCES (MEDICAL, DENTAL, VISION)

a. **Medical Insurance**- The parties agree that the City will pay 100% of the premium for medical insurance for the employee only, up to a maximum per month per employee of $1009.43

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

The Union will appoint a standing Union Insurance Advisory Committee. The City agrees to consult with the Committee prior to implementing any insurance contract change. The City shall provide the Union with a copy of the medical insurance policy.

The City retains full and complete control over the selection, approval, and administration of the City's employee medical insurance program to include selection of the carrier, insurance contract renewal, and changes in program specifications. However, medical insurance benefits at the commencement of this Agreement shall be maintained to the extent it is within the control of the City.

b. **Dental Insurance**- The parties agree that the City shall pay up to a maximum of $76 per month per employee towards the dental insurance premium.

The City retains complete and full control over the administration of this dental program subject to maintenance of benefits equivalent to those provided above for the term of this Agreement, to the extent it is within the control of the City.

The City will continue to provide a Dental HMO option (currently DeltaCare).

c. **Vision Insurance**- The City shall pay up to a maximum of $9.26 per month per employee towards the vision insurance premium for the term of this Agreement. Employees who drop vision insurance shall not be able to re-enroll within two years of dropping coverage.

21. HOLIDAYS

a. The City and the Union agree that the following days shall be observed as legal holidays by all employees in the Unit who are in a classification which would normally take a holiday when it occurs.

January 1st	(New Year's Day)
3rd Monday in January	(Martin Luther King Jr.'s Birthday)
3rd Monday in February	(Washington's Birthday)
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)

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

b. For shift employees, 2.77 hours per biweekly pay period (9 days per year) will be allocated to their vacation balance and shall be used like vacation. Employees eligible to receive this accrual shall begin accruing effective the first day of employment. Shift employees are those employees that have been designated by the Department Head as shift employees because the nature of operations in their area of responsibility is such that work on holidays is a regular job requirement. Shift employees receive straight time pay for work on a day being observed as a holiday if it is part of the employee's regular shift. However, if a shift employee is called back to work on a day which is not the employee's regular shift day, and that day is being observed as a holiday, as listed above, the employee shall be compensated at the rate of time and one-half. For purposes of this provision, Park Rangers are considered shift employees.

c. Nothing in this Agreement shall preclude the City from declaring a holiday when a legal holiday has been declared by the President of the United States or the Governor of the State of California.

d. If an employee who is not a shift employee under section "b" of this article is required to work on a day that is being observed as a holiday, as listed above, the employee shall be compensated at the rate of time and one-half for hours worked on that day. The employee will also be entitled to an additional day off. Such day off shall be taken within thirty (30) calendar days or shall be compensated at straight pay after the 30th day.

e. The City will solicit volunteers within a work unit to work on Thanksgiving and Christmas. If an insufficient number of volunteers are available, then the supervisor shall make every reasonable effort to rotate assignments on Thanksgiving and Christmas.

f. The Union reserves the right to raise the issue of adding the Cesar Chavez holiday as a new paid holiday during negotiations for a successor to this Agreement.

22. IMPLEMENTATION OF MOU

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

23. JURY/WITNESS DUTY

In the event that an employee of the City is required by a court of competent jurisdiction to perform jury duty and that requirement causes the employee to be away from his/her regularly assigned work schedule, said jury duty shall be considered leave with pay without interruption of service on the condition that the employee pay to the City Treasurer all compensation he/she receives for the jury duty. For those employees on shift work, the City will, whenever possible, reschedule an employee to a day shift.

Pursuant to Government Code §1230.1, whenever an employee is served with a subpoena which compels his/her presence as a witness, unless he/she is a party or an expert witness, such employee shall be granted a leave of absence with pay in the amount of the difference between the employee's regular earnings and any amount he/she receives for such appearance.

24. LAYOFF POLICY

a. Basis of Layoff: Whenever a position is abolished pursuant to section 1008 of the City Charter an employee will be laid off as set forth below.

b. Notification to the Union: Whenever the City Administrator submits a budget to the City Council requiring layoff of employees in this bargaining unit, the City Administrator shall provide the Union with a list of the classifications(s), department(s), and division(s) from which the layoff will be made, and a seniority list of those affected.

c. Notification to Employee: Employees to be laid off shall be given at least thirty (30) calendar days prior notice.

d. Order of Layoff: Employees will be laid off by classification, department and division in the following order:

1. Probationary employees;
2. Regular employees who within the twenty-six pay periods immediately prior to the layoff received a cumulative performance evaluation score of less than 3.0 under the former evaluation form, or an overall score of "needs improvement" under the new 2009 evaluation form.
3. Regular employees by inverse order of seniority. Seniority is determined by continuous service in the classification.
4. If employees have the same seniority within the classification, selection shall be made at random.

e. Bumping (Displacement) Rights: regular employees who are laid off have the right to return to the last position they previously held under the following conditions:

1. They meet the positions' minimum qualifications
2. They are physically able to perform the duties of the position
3. The position has continued to exist

If an employee bumps down into the last position held, the employee will bump the employee with the least seniority in the classification.

f. Transfer or Voluntary Demotion: If an employee to be laid off meets the minimum qualifications for a vacant position, before an open competitive recruitment can be commenced, the employee will be given an opportunity to fill the vacant position through transfer or voluntary demotion.

If an employee does not meet the minimum qualifications for the vacant position the City will consider appointment to the vacant position as a trainee level appointment. Trainee-level employees appointed under this section will be paid at 100% of Step 1, rather than 80%.

Final appointment through transfer or demotion is at the sole discretion of the Department head.

g. Separation Enhancement Plan: The City may offer a separation enhancement to avoid layoffs.

25. LEAD PAY

a. During the term of this Agreement, Harbor Patrol Officers who are scheduled and work an assigned shift in Lead capacity shall receive an additional five (5%) percent over their base salary. The five (5%) percent shall not be applied to vacation, sick leave, compensatory time or other paid leaves. The City agrees to designate a "Lead" officer whenever the Harbor Patrol Supervisor and the Harbormaster are not working.

Nothing in this provision is intended to preclude the Harbor Patrol Supervisor or the Harbormaster from assigning a "Lead" officer whenever they deem it to be necessary for the safe and efficient operation of the department. Which officer is assigned as the lead officer is within the sole discretion of Waterfront management.

26. LEAVE OF ABSENCE

a. It is agreed that represented employees as defined in this Agreement shall have the right to request an extended leave of absence without pay for a period of up to one year for personal reasons or for additional schooling. If the leave is approved, the employee will have the right of return but such leave shall be considered a break in service with no accrual of benefits. Leave approval will be at the discretion of the City Administrator.

b. Employees may be entitled to up to 12 weeks of leave, with benefit continuation and reinstatement rights, under the City's FMLA/CFRA Family Care and Medical Leave Policy for the birth of a child or to care for a newborn, for the placement of a child with an employee in connection with adoption or foster care, to care for a child, parent, spouse, domestic partner or child of a domestic partner who has a serious health condition, or for the employee's own serious health condition. For combined pregnancy and child bonding leave, the amount of leave available under this policy may be longer. Employees may also be entitled to up to 26 weeks of leave to care for a covered service member under the City's FMLA/CFRA Family Care and Medical Leave Policy.

c. Extended medical leaves of absence may be granted by the City Administrator for a period of up to a total of one year (including any period of FMLA/CFRA Family Care and Medical Leave) on request of the employee due to the employee's illness. The City shall continue to pay its contribution to insurance for the longer of the first ninety (90) days of such leave, or any period of leave continuation provided under the FMLA/CFRA Family Care and Medical Leave Policy.

d. The following criteria will be used in determining the granting of personal or extended medical leaves of absence:

1. the employee's seniority in City service.
2. the employee's job performance record.
3. the employee's disciplinary record.
4. the needs of the City service.

e. "Continuous service" means employment with the City without break or interruption; in computing continuous service for the purposes of this article, neither military leaves nor medical leaves of absence, including maternity leaves, whether with or without pay, shall be construed as a break in employment or service. Other absences aggregating in excess of ninety (90) working days in any period of twelve (12) months, including layoffs on account of lack of work, lack of funds, or abolishment of positions shall be construed as breaking "continuous service".

27. LIFE INSURANCE

The City will provide a term life insurance policy covering the employee in the amount of $50,000 with equal accidental death and dismemberment provision.

28. LONG-TERM DISABILITY

The City will provide a long-term disability insurance plan by enrolling Unit members in the City's current long-term disability plan.

29. MAINTENANCE OF BENEFITS

The City and the Union agree that all compensation, other than direct wages, as provided by ordinance, resolution, and City Charter, which are in existence at the commencement of this Agreement, shall not be diminished, lessened, or reduced for the duration of this Agreement, except as may be herein provided.

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

The City and the Union agree that the City has the right and prerogative to assign duties to and direct employees in accordance with applicable job specifications and Section 3.12 of the Santa Barbara Municipal Code.

30. MANAGEMENT RIGHTS

The parties agree that the City has an exclusive right to manage and direct the performance of services and the work force performing such services unless the City has specifically delegated, abridged, or modified any such rights in this Agreement. Such rights shall include but not be limited to the sole right to determine the organizational structure of the City, establish levels and types of services to be provided, determine the methods, means, and number of personnel by which operations are to be conducted, including sole authority to contract or subcontract for municipal services, and to exercise complete control and discretion over the technology of performing the City's work. The City retains complete authority over the policies and direction and administration of all City departments including but not limited to standards and methods of selection for employment; promotion and performance evaluation; disciplinary action; relief of employees from duty because of lack of work or other legitimate reasons; maintenance of the efficiency of government operations; establishment of the work week and work schedules; and determination of the content of job classifications consistent with applicable laws and with due regard for provisions of this Agreement.

It is further agreed that nothing in this Agreement shall in any way diminish the rights of employees, the City, or the Union as established by the Meyers-Milias-Brown Act of the State of California and all amendments thereto, or Santa Barbara Municipal Code, Chapter 3.12, except as herein provided.

31. MUNICIPAL CODE CHANGES

During the term of the Agreement the City and the Association shall meet and confer with regard to any City proposed changes to Santa Barbara Municipal Code Title 3 which are within the scope of representation. The negotiations will be held jointly with the General bargaining unit. The representatives for the Union shall be limited to SEIU staff and one bargaining unit member from the General bargaining unit and one member for the Treatment and Patrol bargaining units. The negotiations will be interest based.

32. NO STRIKE OR LOCKOUT

The City and the Union agree that during the term of this Agreement the City will not lock-out employees; nor will the Union sanction, support, condone, approve, or engage in any strike, sick-in, slow-down, or work stoppage which is detrimental to providing services to the citizens of Santa Barbara.

33. OFFICER STATUS

City recognizes that Airport Patrol Officers are peace officers pursuant to Section 830.33(d) of the California Penal Code and that Harbor Patrol Officers are peace officers pursuant to Section 830.33(b) of the California Penal Code. Park Rangers are peace officers not authorized to carry firearms pursuant to Section 830.31.

City agrees that during the term of this contract departmental policies and procedures pertaining to the function, duties and responsibilities of said Airport Patrol Officers shall be made available to those officers.

34. OVERTIME

a. The City and the Union agree that overtime work will be assigned to the employees on a rotation basis whenever possible.

b. Overtime compensation shall accrue for work performed beyond a regularly scheduled work day of at least eight (8) hours at the rate of one and one-half hours of overtime, payable in increments of 15 minutes. This shall include overtime work done from home. Work performed for the purpose of computing overtime shall include all paid leave time actually taken as time off. It will not include holiday or other paid leave time "cashed out" but not taken.

c. If an employee is physically called back to the workplace on an overtime basis, such employee shall be compensated for no less than two (2) hours overtime. When an employee is called out on an emergency 3 hours or more before the beginning of his/her regularly scheduled shift, he/she will be provided paid leave time (without deductions from leave banks) to allow five (5) hours off-duty without loss of pay before reporting for the next regularly scheduled shift. With the permission of the Supervisor, the employee may choose to work the beginning of his/her next regularly scheduled shift, and take the equivalent paid rest period at the end of the regularly scheduled shift instead. The City agrees that such permission shall not be unreasonable withheld.

d. If an employee is required to stay beyond the regularly scheduled work day of at least 8 hours and if such overtime extends two (2) hours or more beyond the workday, the City shall provide the employee with nourishment and a rest period.

e. The parties agree that employees have the right to request cash payment or compensatory time off but that approval of one or the other benefit remains the right of the City consistent with the needs of the City. Denial of an employee's request to take compensatory time off from his/her bank of CTO hours shall require a statement by the Department Head or his designee that approval of the request would unduly disrupt the operation of the department.

It is agreed that the City has the right to require employees to take compensatory time off but shall provide a minimum of seven (7) calendar days advance notice in such cases. The City also retains the right at its option to provide cash payment for overtime at the rate of one and one-half hours of pay for one hour of overtime.

The parties agree that overtime not paid for as described above, shall be accrued in a bank of hours, which if the employee requests, may not exceed more than one hundred (100) hours. Overtime in the "bank" may be taken as compensatory time off (CTO) at the rate of one and one-half hours of CTO for one hour of overtime worked or cashed out at time and one-half.

f. The City and the Union agree that overtime work accrued during a declared disaster, as determined by the President of the United States, the Governor of the State, the Mayor, City Council, or the City Administrator, shall be compensated at the rate of time and one-half providing that the City is reimbursed at the rate of time and one-half wages in Federal or State Disaster Relief Funds.

35. PAYROLL

a. Employees who receive payroll overpayments shall reimburse City for such overpayments. City shall establish a reasonable schedule of payments based upon amount of such overpayment and date overpayment was made.

b. City agrees to explain all payroll stub information to employee upon request of said employee.

c. City agrees to provide the Union with up to three (3) deduction codes.

d. The parties agree that the City will continue deducting monies from payroll and remit same to Union as authorized by employee payroll deduction authorizations in accordance with present policy. However, when an employee switches from the Treatment and Patrol bargaining units to a unit not represented by S.E.I.U. Local 620, S.E.I.U. dues will no longer be deducted, unless and until the union submits another

signed authorization form. Any changes in dues deductions shall be subject to indemnification of the City by the Union.

e. The City shall provide to the Union, on a bi-weekly basis, a new hire and termination list of bargaining unit employees with their name, job classification title and department. The cost of programming said report shall be paid for by the Union.

g. All employees shall participate in the City's payroll direct deposit program.

1. Each existing employee who was not previously enrolled in direct deposit will submit an authorization form to the Payroll Office within sixty days of ratification of this Agreement. All newly hired employees will be subject to this provision upon hire.
2. Each employee shall execute a payroll authorization form and submit a voided check or savings deposit slip to the Payroll Office. It shall be the employee's choice as to which bank he or she designates as the institution receiving payroll funds.
3. When the authorization form is properly executed and filed with the Payroll Office, the City will begin automatically depositing the net amount of pay on or before each designated biweekly payday in the employee's designated bank account.
4. Exceptions: An exception to this policy may be granted by the Finance Director to an employee upon a showing of good cause for such exception (e.g., that he/she is unable to establish and/or maintain a personal banking/financial account for direct deposit, or that other personal circumstances necessitate a temporary or permanent exception). The Finance Director may require the employee to renew this exception periodically. Exceptions will not be unreasonably denied.
5. Employees participating in direct deposit will be provided with a payroll detail report each pay period. Alternatively, employees may voluntarily opt out of a paper detail and access this information electronically via the City's computer system.

36. PERSONAL LEAVE

a. Except as provided in part "b" of this section, below, employees shall be entitled to four (4) days personal leave each fiscal year per the following schedule:

Employees on the payroll July 1:	4 days (32 hours)
Employees hired between July 2 and October 1 (inclusive):	3 days (24 hours)
Employees hired between October 2 and January 1 (inclusive):	2 days (16 hours)
Employees hired between January 2 and April 1 (inclusive):	1 day (8 hours)

b. During the July 2011- June 2012 Fiscal Year and during the July 2012- June 2013 Fiscal Year employees in the following classifications on payroll as of July 1 will be subject to a reduced personal leave allowance as follows:

Program	Classifications	Annual Personal Leave Hours
Recycled Water (4621)	Senior Wastewater Treatment Plant Operator	0
Water Treatment (4641) & Cater Water Treatment (4642)	All classifications	0
Gibraltar Reservoir	Reservoir & Dam Care/Dist Op	0
Wastewater Treatment	Wastewater Treatment Chief Operator Senior Wastewater Treatment Plant Operator Wastewater Treatment Plant Op I, II and III Wastewater Treatment OIT	0
Airport Security	All classifications	0
Harbor Patrol	All classifications	29

Employees not on the payroll as of July will receive personal leave subject to proration in a percentage equivalent to the proration schedule outlined in "a", above. Beginning with the July 2013- June 2014 Fiscal Year these employees will receive the full personal leave allowance described in part "a" of this section, above.

c. Personal leave days must be taken by the end of each fiscal year or lost. Personal leave shall be scheduled on the same basis as vacation. In no case shall employees be entitled to cash payment for personal leave days not taken.

d. City shall maintain minimal staffing on workday afternoon prior to New Years and Christmas holidays so that as many employees as possible may enjoy personal leave, vacation, or C.T.O. at those times.

37. PERSONAL PROPERTY DAMAGE REIMBURSEMENT

Any employee entitled to a uniform allowance who experiences a loss or damage to personal property may submit a claim to his/her immediate supervisor for consideration of reimbursement. The claim shall be submitted within fifteen (15) days after the loss or damage is sustained. The claim shall contain the following information: type of item, date of purchase, replacement cost, condition, description of damage, circumstances, etc. If the personal property is stolen, a report shall be filed with the Police Department.

The following conditions must apply for the claim to be considered:

a. The loss must be in the line of duty.
b. There must not be contributory negligence or carelessness on the part of the employee.
c. There must not be other means of recovery such as, but not limited to, court action or insurance.
d. The personal property for which the claim is made must be owned by the employee involved. Exceptions to the above may be referred to the Department Director for approval.
e. $200 limit per item claimed unless personal property item has written pre-approval by the Department Head.

The supervisor shall conduct an inquiry into the validity of the claim and forward it to the Division Manager with his/her recommendation. The Division Manager shall review the claim and forward his/her recommendation to the Department Director. The Department Director will approve or deny the claim. Claims meeting the above criteria shall not be unreasonably denied.

Reimbursement will be calculated from the following schedule:

Age of Item	% Reimbursed
0 to 6 months	100%
6 to 12 months	80%
12 to 18 months	50%
18 to 24 months	25%
24 months and over	0%

If the claim is approved, payment will be forwarded to the initiating employee.

38. PROBATIONARY PERIOD

The probationary period required by Charter Section 1004 may be extended beyond one (1) year by signed mutual agreement of City and employee. If the employee's supervisor intends to request an extension of the probationary period, notification of that intent shall be given to the employee at least two (2) weeks prior to the expiration of the probationary period if feasible.

39. PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation, and understanding between management and the employees covered by this memorandum; to provide an orderly and equitable means of resolving any misunderstanding or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith meeting and conferring regarding the wages, hours, and other terms and conditions of employment covered by the memorandum.

40. RECOGNITION

a. Pursuant to the provisions of Section 3.12 of the Municipal Code of the City and applicable State law, the Union is recognized as the majority representative of the City employees in the Airport and Harbor Patrol Officers' Bargaining Unit and the Treatment Plants' Bargaining Unit and as the exclusive bargaining agent for the employees in said Unit.

b. The term "employee(s)" as used herein shall refer only to full-time or permanent part-time employees serving in classifications who occupy positions authorized and designated as in the Airport and Harbor Patrol Officers' Unit and the Treatment Plants' Unit by the City Council on the official City "Position and Salary Control Resolution."

Classifications may be added to or deleted from the bargaining unit in accordance with the provisions of this Agreement and the City's Employer/Employee Relations Ordinance.

41. RECRUITMENT

a. The City agrees to supply job announcements for posting on employee bulletin boards in all departments but City assumes no responsibility for notices once delivered. City shall also provide Union an interoffice mail slot in City Hall and shall place job announcements in said slot when distributing job announcements to City departments.

b. The City agrees to continue its policy of maintaining consistent oral examination boards to the maximum extent possible. It is agreed that employees may contact the Human Resources Office to request inter-departmental or inter-divisional transfers, and are to contact Department or Division Heads for intra-departmental or intra-divisional transfers. Intra-departmental or divisional transfer opportunities will be made known to employees in those organizations prior to transfer action.

c. City shall provide a minimum application filing period of five (5) days for all open vacant positions and ten (10) days for all vacant promotional positions in the classified service within the bargaining unit for which an eligibility list must be established.

d. The names of nine (9) more eligible (including tie scores) than the number of vacancies shall be certified to the appointing authority in alphabetical order.

e. Positions in the bargaining unit shall not be filled from eligibles placed on the certification list by virtue of being on another eligible list which is at a higher salary range and for which the qualifications are substantially similar.

42. RENEWAL AND WAIVER

The City and the Union agree that meeting and conferring over the renewal or continuation of this Agreement shall be initiated at the request of either party after October 1, 2013 but not later than November 15, 2013 and every effort will be made to reach an agreement prior to the expiration of this Agreement on December 31, 2013. A request to meet and confer shall be filed in writing and meeting and conferring shall commence within ten (10) days of receipt of said request.

It is further agreed that nothing in this Agreement shall in any way diminish the rights of employees, the City, or the Union as established by the Meyers-Milias-Brown Act of the State of California and all amendments thereto, or Santa Barbara Municipal Code, Chapter 3.12, except as herein provided.

Except as otherwise expressly provided in this Agreement or when the parties mutually agree to meet and confer on a matter, the City and the Union agree that, for the term of this Agreement, each party waives the right and each agrees that the other party shall not be obligated to meet and confer with respect to any subject or matter pertaining to or covered by this Agreement, except as to meeting and conferring over the renewal, or continuation of this Agreement.

43. REPRESENTATION - UNION OFFICERS AND STEWARDS

a. The City and the Union agree that Union officers and stewards will be allowed to meet with City management on City time for the purpose of meeting and conferring in good faith and without loss of pay or any benefits.

b. The Union agrees to provide the City with a list of Union officers and stewards, with their job classifications, who are authorized to meet and confer in good faith. The Union shall keep the list up to date.

c. The City agrees that authorized Union staff representatives shall be given access to work locations during working hours to conduct Union grievance investigations and/or observe working conditions. Such visits are to be made with the prior knowledge and approval of the Department Head and a management representative may accompany the Union staff member on the visit. A staff representative is defined as a paid full-time or part-time employee of the Union.

d. The Union shall provide the City with a list of staff representatives and shall update said list as appropriate.

44. RETIREE MEDICAL INSURANCE CONTRIBUTION

a. This provision is applicable to employees who retire from City service on or after October 1, 1994, and

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

For employees who retire on or after January 1, 2011, the City shall contribute $8.95 per month, per year of service up to a maximum of 35 years (i.e., $313.25/month) towards the purchase of medical insurance for the retiree and his/her spouse or domestic partner registered with the City Clerk's Office or the Secretary of State, if applicable.

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 reasonably determined by the City.

d. The City shall continue to make its contribution until the retiree reaches age 65 or dies, whichever occurs first, provided however, that if the retiree dies before reaching the age of 65 and there is a surviving spouse or registered domestic partner, the City's contribution shall cease when the retiree would have reached age 65. Thereafter, the spouse may remain on the insurance plan, at his/her own cost, subject to the conditions set forth by the insurance company.

e. 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).

f. If any Court decision with binding effect on the City of Santa Barbara rules that a retiree medical provision like the provision contained herein violates the State or Federal law against age discrimination, the parties agree that within 30 days they will reopen negotiations on said provision to convert to a retiree medical policy with equivalent cost that does not violate age discrimination law. The parties agree that whatever policy is agreed upon will not reduce or increase the City's contribution toward retiree medical insurance.

45. RETIREMENT

a. MISCELLANEOUS EMPLOYEES:

1. The City will provide miscellaneous employees the two point seven percent (2.7%) at age fifty-five (55) benefit formula under the Public Employees' Retirement System (PERS), pursuant to Government Code Section 21354.5.

2. The City will contribute toward the PERS normal employee's contribution as detailed in section "3", below, and these contributions, if any, shall be credited to the member's account. The City shall report the value of any Employer Paid Member Contributions (EPMC) to PERS as compensation earnable through enabling City resolution, pursuant to Government Code Section 20636(c)(4).

3. Employees will continue to pay the full cost of the benefit enhancement to 2.7% at 55, including the effects of market volatility, according to the following formula:

   i. While the PERS miscellaneous plan employer rate is exactly equal to 20.164%, the employee shall pay 7.162% of the 8% required employee contribution. This will be deducted on a pre-tax basis and credited to the employee's PERS member account. The City will pay the difference of .838%, which shall be reported to PERS as compensation earnable, and credited to the employee's member account.

ii. If PERS sets the employer rate at 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 City will apply the credit by paying an additional portion of the required 8% employee contribution, up until the point where the City again pays a full 7% of the 8% required employee contribution. This additional City-paid employee contribution (EPMC) shall be reported to PERS as compensation earnable, and credited to the employee's member account.

[For example: If the employer rate is only 18.164% of PERS-able compensation, the City will pay an additional 0.61% (2.0% times 30.559%) of the 8% employee contribution, for a total of 1.448%];

iii. If PERS sets the employer rate at more than 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:

A. First, through an increase in the employee-paid portion of the 8% required employee contribution up to a maximum increase of 0.838%. This additional employee paid amount will be deducted on a pre-tax basis and credited to the employee's member account.

[For example: If the employer rate is 22.164% of PERS-able compensation, the employee will pay and additional 0.61% (2.0% times 30.559%) of the 8% employee contribution, for a total of 7.772%];

B. Second, through payroll deduction. To the extent allowable by PERS, and in compliance with any restrictions imposed by PERS, the City will amend its contract to allow the employee to assume this additional cost in such a way that it will be credited to the employee's PERS member account and payable on a pre-tax basis. [Unless the parties through meeting and consulting (not meeting and conferring) agree that affected employees can pay through another mechanism, including, but not limited to paid vacation or paid holiday. If the parties enter into the meet and consult process, a State mediator will act as the facilitator.]

[For example: If the employer rate is 25.164% of PERS-able compensation, the employee will pay an additional 1.528% (5.0% 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.]

4. The following contract provisions shall apply to the PERS miscellaneous plan

i. The City will provide One-Year Final Compensation for Miscellaneous employees under PERS, pursuant to Government Code section 20042.

ii. The PERS Miscellaneous contract shall provide for Military Service Credit as Public Service under Government Code Section 21024 and for Public Service Credit for Excluded or Limited Prior Service under Government Code Section 21031.

iii. The PERS Miscellaneous contract shall provide for Public Service Credit for Peace Corps or Americorps: Volunteers in Service to America (VISTA) pursuant to Government Code Section 21023.5,

iv. The City will provide the Fourth (4th) Level of 1959 Survivor Benefits for Miscellaneous employees, pursuant to Government Code Section 21574.

b. HARBOR PATROL SAFETY EMPLOYEES:

1. The PERS contract shall provide local safety member status under the 3% at 50 benefit formula to

employees regularly assigned as Harbor Patrol Officers pursuant to Government Code section 20423.

2. The City will provide to Harbor Patrol Officers the additional PERS benefits of One-Year Highest Compensation, Increased Level of 1959 Survivor Benefits (Level Two), Post Retirement Survivor Benefits and Post Retirement Survivor Allowance to Continue After Remarriage, Military Service Credit as Public Service under Government Code Section 21024 and Public Service Credit for Excluded or Limited Prior Service under Government Code Section 21031.

3. The City will continue to pay the entire 9% PERS normal employee's contribution for Harbor Patrol Officers during the term of the agreement, which shall be credited to the member's account.

4. City shall report the value of Employer Paid Member Contributions (EPMC) to PERS as compensation earnable through enabling City resolution, pursuant to Government Code Section 20636(c)(4).

5. Notwithstanding the above, harbor patrol officers will temporarily participate in PERS cost-sharing as follows:
   a. Effective June 18, 2011, sworn employees will participate in retirement cost-sharing by paying 3.0% of earnings to the City through post-tax payroll deductions in the manner contemplated by Govt. Code § 20516(f). Such payments will not be credited under the retirement system. Such payments will not affect the City's payment of the 9% EPMC.
   b. Effective September 24, 2011, employees will begin to cost share pursuant to Govt. Code § 20516(a) or 20516 (f) in the same amount and through the same method as City of Santa Barbara Police Officers under the labor agreement applicable to those positions. The parties acknowledge that cost-sharing under a Section 20516(a) PERS contract amendment may not exceed the PERS actuarially determined limit of 13.095% until July 14, 2021 and 4.460% thereafter.
   c. In the event that cost-sharing deductions for Police Officers cease for any reason before December 31, 2013, Harbor Patrol employees will continue to cost share at 3% of earnings through post-tax payroll deductions directly to the City in the manner contemplated by Govt. Code § 20516(f), which will continue until December 31, 2013, unless extended by agreement.

c. The City is authorized to amend its contract with PERS immediately, in order to be able to implement the incentives listed below:

Upon declaration of the Council of the City of Santa Barbara that the State of California's budgetary or fiscal impacts on the City's budget have caused grave fiscal conditions to exist that require prompt and immediate attention, the City may offer the following early retirement incentives to applicable employees:

1. Two years additional service credit in accordance with Government Code Section 20903; and/or

2. City payment of Military Service Credit as Public Service in accordance with Government Code Section 21024.

46. <u>RETIREMENT REFORM</u>

a. Information Gathering: Beginning in June 2011, the City and the Union will meet informally (not meet and confer) to gather and consider information regarding the options and financial implications of retirement benefit reform.

i. The options considered will include, but not be limited to, offering a different

retirement plan, commonly referred to as a "Second Tier" retirement plan, to newly hired employees.

ii. Not more than two (2) employees will receive paid release time for this purpose, and that not more than five (5) meetings will be held for this purpose, absent mutual agreement.

b. Reopener: Upon 30 days written notice from the City to the Union, but not sooner than January 2, 2013, the parties will formally reopen meet and confer negotiations regarding applying a second tier of retirement plan to newly hired employees, and regarding the compensation and non-pension benefits provided to those newly hired employees that are subject to such alternate retirement benefits.

i. Unless the parties agree differently, the effective date that a second tier retirement plan is applicable to newly hired Miscellaneous (non-safety) employees shall not be sooner than the effective date that a second tier retirement plan is applicable to newly hired Police Safety and Fire Safety employees. However, the terms of the second tier retirement plan that is applicable to newly hired Police Safety and Fire Safety employees need not be the same as the second tier retirement plan applicable to Miscellaneous employees.

47. RETROACTIVITY

An employee will be eligible for the increases to salaries and benefits provided under the 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.

48. SAFETY RETIREMENT FOR AIRPORT PATROL- REOPENER

During the term of this Agreement, either party may notify the other in writing to request that the parties meet and confer to consider (1) whether PERS safety retirement status can and should be granted to Airport Patrol Officers and (2) any cost offsets related to such a change. Cost offsets will require mutual agreement by the parties. All other provisions of this Agreement will remain in full force and effect.

49. SAFETY EQUIPMENT

a. The City and the Union agree that the City will either provide all safety equipment required by the City or will reimburse the employee for purchasing the equipment whenever such equipment has been required by the City as necessary for the job. Such equipment shall include, but not be limited to, safety shoes, safety glasses, helmets, gloves, boots, life jackets, and all related safety items. Both parties agree that the City shall retain the right to determine the minimum specifications of the safety equipment, procurement procedures, and limitations and exclusions.

b. Notwithstanding the above, the parties agree that employees designated by the City as required to wear steel-toed safety shoes with the exception of Harbor Patrol Officers, Airport Patrol Officers and Park Rangers, in the performance of their duties, shall be eligible to receive an annual allowance for the provision of said shoes upon the presentation of valid claims in keeping with City established procedures in amounts not to exceed $230. :

If the employee desires, he/she may combine two years' allowance for the purchase of shoes. The allowance is for the purchase of shoes only.

c. City shall provide prescription safety glasses to those employees who wear prescription glasses and perform duties that require the use of safety glasses. Such employees shall provide the City with the lens specifications prescribed by the employee's doctor. The City will provide the initial pair of safety glasses based upon this prescription and shall replace same only upon a subsequent substantial change of prescription or evidence acceptable to the City that said prescription safety glasses are rendered unusable by accidental damage suffered while performing assigned duties.

50. SALARIES

a. Employees will receive an across-the-board base salary increase of 3.0% effective December 28, 2013.

i. Re-opener in the Event of Fiscal Emergency: If Council, no fewer than 90 days prior to the effective date of this salary increase, declares by Resolution that a state of fiscal emergency exists that necessitates reopening negotiations with the Union, the parties will re-open formal negotiations on the sole issue of salary increases.

ii. Reopener in the Event of Financial Windfall: If Council declares by Resolution that the City has enjoyed a financial windfall that justifies reopening negotiations with the Union, the parties will reopen negotiations about the potential for reduced concessions in the last year of this agreement.

b. Achieving the second salary step, or "B" step, and subsequent steps shall require, in addition to satisfactory performance, a period of one year of actual service.

c. 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 salary range authorized for the appropriate classification by the City Council in the official Position and Salary Control Resolution. The City shall make every effort to provide a minimum five percent (5%) separation in salary between classifications within a series and classifications within recognized career ladders as determined by the City. The City shall provide the Union with a chart of career ladders, and the City shall update said list.

d. Anniversary dates for newly hired employees shall be the first of the month if the employee was hired on or before the fifteenth of that month and the first day of the following month for those hired after the fifteenth. The end of the probationary period shall coincide with the anniversary date.

e. The parties agree that a compensation survey will be completed before the expiration of the MOU according to Appendix F.

51. SERVICE CREDIT FOR SICK LEAVE UPON RETIREMENT

At the time of retirement, the City shall purchase an annuity for the retiring employee that pays a monthly benefit similar to the PERS amendment that provides service credit for sick leave under Government Code section 20862.8.

The following conditions apply to this benefit:

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

2. The conversion rate of 0.004 years of service credit for each 8-hour day of sick leave is utilized;

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

4. Safety group members who obtain 90% of final compensation upon retirement are not eligible for this benefit. (All 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

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

52. SEVERABILITY

Should any provision in this Agreement be held inoperative, void or invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby, and the parties agree to meet and consult over the invalidated provision.

53. SHIFT DIFFERENTIAL

a. The City and the Union agree that regular, full-time employees on a shift of eight (8) or more hours shall receive:

1. Swing shift differential pay when 50% or more of the hours of the assigned shift hours, excluding overtime, fall between 5:00 p.m. and midnight; or
2. Graveyard shift differential pay when 50% or more of the hours of the assigned shift hours, excluding overtime, fall between midnight and 7:00 a.m.

b. Overtime as Continuation of Assigned Shift. Shift differential for overtime which is a continuation (without break) of the assigned shift is paid based upon the eligibility of the assigned shift. See Examples 1, 2, 3 and 4 in Appendix A entitled Shift Differential Examples.

c. Back-to-Back Shifts. Shift differential for overtime which are two (2) entirely distinct assigned shifts are paid based upon the separate eligibility of each shift. See Examples 5 and 6 in Appendix A entitled Shift Differential Examples.

d. Call Backs.

1. Shift differential is not paid for call back overtime of less than eight (8) hours. See Example 7 in Appendix A entitled Shift Differential Examples.
2. Shift differential is paid for call back overtime of eight (8) hours or more when 50% or more of the hours fall between 5:00 p.m. and midnight or midnight and 7:00 a.m. See Example 8 in Appendix A entitled Shift Differential Examples.

e. Shift differential amounts shall be as follows:

Swing Shift	Graveyard Shift
$1.15	$2.60

54. SICK LEAVE

a. The City and the Union agree that the City's sick leave policy shall be that employees shall accrue sick leave at the rate of 3.7 hours for each full pay period of service with a maximum accumulation of two thousand and eighty (2,080) hours. Said sick leave accrual shall begin effective the first day of employment.

b. The programs referred to as "Non-Replenishable" and "City Administrators" sick leave authorized by Municipal Code Sections 3.08.150 (b) and 3.08.210 are eliminated.

c. An employee may use sick leave for a medical appointment when it is not possible to arrange such

appointment on non-worktime subject to the following two conditions: 1) Reasonable advance notice which in no event shall be less than 24 hours; 2) Subject to supervisory approval based on operational needs.

d. An employee may use up to six days (48 hours) of available accrued sick leave per calendar year to attend to an illness of a child, parent, registered 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.

55. STANDBY PAY

The City and the Union agree that effective during this Agreement, when an employee is officially designated by management to remain available to physically return to the workplace, at any time during specific hours outside of normal working hours, the employee shall receive two hours of straight-time pay or compensatory time off for each eight 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 the Union 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. The City will make a reasonable effort to obtain such reimbursement.

56. STATE DISABILITY INSURANCE (SDI) AND STATE PAID FAMILY LEAVE INSURANCE (PFL)

a. All employees must participate in the State Disability Insurance (SDI) and State Paid Family Leave (PFL) programs. The employee shall pay all costs associated with these programs.

b. Employees may apply for SDI or PFL benefits with the State of California Economic Development Department (EDD). To be eligible for benefits, the employee must meet all applicable State requirements. Depending on eligibility, an employee may receive:

1. Up to 52 weeks of wage replacement benefits for the employee's own disability, and/or
2. Up to 6 weeks of wage replacement benefits for providing required care for the serious health condition of a child, parent, spouse or domestic partner or for bonding with a new child.

c. Employees who receive SDI or PFL benefits must integrate available SDI and PFL benefits with available paid sick leave, personal leave and compensatory time. Documentation of the SDI/PFL benefits received must be provided to the Payroll Office for this purpose.

d. Employees on a medical or family medical leave of absence who are eligible to use their leave accruals during the leave of absence must exhaust available leave balances before using unpaid leave. Employees must use available sick/family sick leave balances, and then compensatory time off and personal leave balances, before using vacation balances.

e. Employees who coordinate SDI/PFL paid leave benefits with City payroll benefits will receive City retirement contributions, time off accruals, and other non-insurance benefits based on the City-paid portion of wage replacement only. For non-insurance benefits purposes, the SDI/PFL portion of wage replacement will be treated as unpaid leave.

f. Employees coordinating SDI/PFL benefits with City payroll benefits shall be eligible for continuation of City-paid insurance contributions under Article 25 (c) (Leave of Absence) of this Agreement only up to the date they would have received such benefits had they not coordinated SDI/PFL benefits.

57. TERM OF AGREEMENT

The City and the Union agree that the term of this Agreement shall be thirty six (36) months commencing January 1, 2011 and ending at midnight on December 31, 2013. It is further agreed that the term of this Agreement may be extended by mutual agreement.

58. TRAINING

a. The 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 Union, and the employees covered by this Agreement. However, the City shall retain the right to determine what training is required for the employee to improve his/her performance on the job and to make such training a condition of employment. Such training may include requests by Department Heads for additional training of current employees, subject to the approval of the City Administrator. The parties agree that employees will be trained in the use of fire prevention equipment under the supervision of the City's Fire Department and that a fire evacuation plan will be developed by each department for each major City facility and posted.

b. Direct costs for all training or instruction required by the City shall be paid for by the City. Determination of eligible employees will be based upon the needs of the City with seniority being a factor considered. Wage compensation for employees shall be determined as follows:

Non-Exempt Employees

The Fair Labor Standards Act (FLSA) provides 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;
3. The course, lecture, or meeting is not directly related to the employee's job; and
4. The employee does not perform any productive work during such attendance.

Attendance is not voluntary if it is required by the City. It is not voluntary in fact if the employee is given to understand or led to believe that his/her present working conditions or the continuance of his/her employment would be adversely affected by nonattendance.

The training is directly related to the employee's job if it is designed to make the employee handle his/her job more effectively as distinguished from training him/her for another job, or to a new or additional skill.

If the training is considered compensable and travel time is associated with the employee's attendance, the following must be considered:

- **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.

- **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.

- **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 his/her normal working hours on non-working days, such as Saturday, as well as on his/her 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, provided however, that any work which an employee is required to perform while traveling shall be considered as hours worked.

If an employee is offered public transportation but requests permission to drive his/her car instead, the City shall count as hours worked, the time spent driving the car or the time the employee would have had to count as hours worked during working hours if the employee had used the public transportation, whichever is less.

Exempt Employees

In the case of an exempt employee, the MOU language (other than the FLSA requirements applicable to non-exempt employees) determines whether training or related travel time is compensable. 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.

c. For Harbor and Airport Patrol Officers, the City agrees to encourage employees to voluntarily develop their job skills through the coordinated use of City Police Department audio visual training materials in instances where the nature of their jobs would make such training valuable to employee job performance. The City agrees that Peace Officers Standard Training (P.O.S.T.) is desirable for Airport and Harbor patrol officers. The City may provide such training to permanent patrol officers through and including P.O.S.T. Level I.

d. Employees will be eligible to participate in the Citywide Educational Reimbursement Program. The union waives any requirement for the City to meet and confer on enhancements to this policy to increase the maximum reimbursement (currently $1000) or expand reimbursement eligibility. However, the City will notify the union of any such change.

e. In the event an Airport Patrol Officer chooses to take the FAA Ground School on his or her own time, and successfully completes the school and passes the written examination, then, upon verification thereof, the City shall reimburse such employee for his or her expenses for required books and the course fee up to $200.

59. UNAUTHORIZED LEAVE/SUSPENSION

No sick leave, vacation, or holiday shall be paid to an employee during any period of unauthorized leave or suspension. An employee's absence shall be unauthorized if such employee does not report absence to supervisor designated by Department Head within one-half (1/2) hour before or after his/her regular starting time, except in cases of emergency in which case the employee shall provide notification as soon as possible.

60. UNIFORM MAINTENANCE ALLOWANCE

a. The parties agree that the following classifications, shall receive a cash uniform purchase and replacement allowance paid in the first pay period of employment and as follows:

Time Period	Airport Patrol	Harbor Patrol	Park Ranger
January 1, 2011- - December 31, 2013	$1064	$1004	$969

Payment of the Uniform Maintenance 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 Maintenance Allowance is paid in June or December of each year. Payment will be made in a separate check, one-half in December and

one-half in June, per the following schedule:

June 3, 2011
December 2, 2011 and June 1, 2012
December 14, 2012 and June 14, 2013
December 13, 2013

It is agreed that the above uniform allowance shall be applied towards the purchase of appropriate shoes.

b. The City and the Union agree that employees required by the City to wear uniforms and receiving a Uniform Maintenance Allowance from the City for participation in a uniform laundry service shall have the full cost of the uniform maintenance paid for by the City. The City retains full and complete control over the administration of the uniform maintenance program. City shall provide all personnel at all treatment plants and in distribution and collection, except Laboratory Technicians, with a minimum of ten (10) uniform changes and a maximum of twelve (12) uniform changes based on the employee's request.

The City shall provide five (5) coverall changes for all Treatment Plant Mechanics and for Operators at El Estero Wastewater Treatment Plant. Operators at the Water Treatment Plant(s) shall receive three (3) coverall changes. The City shall provide Laboratory Technicians with two (2) coverall changes and three (3) laboratory coat changes.

c. Effective within 60 days of ratification of this Agreement, the City will provide Harbor Patrol employees, on a one-time basis, two sets of NFPA standard uniforms. For purposes of this section, "two sets" will consist of the following: two short sleeved shirts, one long-sleeved shirt, two pairs of pants, and one paid of shorts. The City shall retain full discretion with regard to the style and color of such uniforms.

61. UNION BUSINESS ATTENDANCE

It is agreed that not more than five (5) Union officers or chief stewards will be permitted up to twenty-four (24) hours of leave each per year with pay for union activities including training, conference attendance and other off-site union related business. Release time will be subject to approval of scheduling with the Department Head and prior notification to the Human Resources Manager.

62. UNION NOTICE- EMPLOYEE ORIENTATION & INTERDEPARTMENTAL TEAMS

a. The City will provide the union a list of attendees in the bargaining unit at a group New Employee Orientation meeting not less than two weeks prior to the orientation along with the date, location, and time for the Union's presentation. The City will provide a Union representative an opportunity during the orientation to provide information to bargaining unit members regarding the benefits and obligations of union membership. Such presentation shall not exceed 15 minutes in duration. Management may witness the Union's presentation.

b. The City will provide the Union with advanced written notice of Interdepartmental Team Opportunities offered through its Succession Program that are offered to bargaining unit members, along with the anticipated scope of work. The Union will notify the City if the Union believes that the anticipated scope of work may involve issues within the scope of collective bargaining and lodge a written demand to bargain on such issues. Bargaining unit member participation on an Interdepartmental Team will not constitute collective bargaining nor satisfy any duty for the City to collectively bargain with the Union.

63. UNION STEWARDS

The City agrees that the Union may designate Union stewards to represent employees in the processing of grievances. The Union shall furnish the City with a list identifying by name and work location all Union

stewards. Said list shall be kept current by the Union at all times. Union stewards may begin representing a grievant only after the employee has tried to resolve the problem with his/her immediate supervisor and the two parties failed to reach a resolution to the problem.

64. UNION SECURITY (AGENCY SHOP & MAINTENANCE OF MEMBERSHIP)

a. Election - This Agency Shop provision went into effect following certification of the election results by the State Mediation and Conciliation Service on November 1, 1994.

b. Definition - Agency Shop as used in this Article means an organizational security agreement as defined in Government Code Section 3502.5 and applicable law.

c. Agency Fee - Each employee in the Unit shall be required to choose to: a) become a member in good standing of the Union; or b) satisfy the agency fee financial obligations set forth below, unless he/she qualifies for the religious exemption set forth below. New employees must make the required choice within 30 days of employment in the Unit.

Unless the employee has a) voluntarily submitted to the City an effective dues deduction request; b) notified the Union of his/her intent to pay an agency fee (full fee or reduced because objections filed), as evidenced by written notice of same from the Union to the City; or, c) qualified for exemption upon religious grounds as provided below, the City, upon notice from the Union of the employee's failure to make a timely choice, shall process a mandatory agency fee payroll deduction in the appropriate amount and forward that amount to the Union.

The amount of the fee to be charged shall be determined by the Union subject to applicable law; and shall therefore be an amount not to exceed the normal periodic membership dues and general assessments applicable to Union members.

As to non-members objecting to the Union spending their agency fee on matters unrelated to collective bargaining and contract administration, the amount of the agency shop fee shall not reflect expenditures which the courts have determined to be non-chargeable, including political contributions to candidates and parties, members-only benefits, charitable contributions and ideological expenditures and, to the extent prohibited by law, shall not reflect expenditures for certain aspects of lobbying, ballot measures, publications, organizing and litigation.

d. Conformance With Law - The Union represents that the collection, administration and use of agency fee funds shall be in conformance with the law. In addition, the Union shall comply with applicable law regarding disclosure of its expenses, notice to employees of their right to object, provision for agency shop fee payers to challenge the Union's determinations of amounts chargeable to objecting non-members, and appropriate escrow provisions to hold contested amounts while the challenges are underway.

The Union shall make available, at its expense, an expeditious administrative appeals procedure to Unit employees who object to the payment of any portion of the representation service fee. Such procedure shall provide for a prompt decision to be made by an impartial decision-maker jointly selected by the Union and the objecting employee(s). A copy of such procedure shall be made available upon request by the Union to non-Union employees and the City.

The foregoing description of permissible agency shop fee charges and related procedures is included here for informational purposes and is not intended to change applicable law. The City will promptly remit to the Union all monies deducted, accompanied by a list of employees for whom such deductions have been made.

e. Employee Notification - Each non-member who is required to pay an agency fee shall annually receive written notification from the Union of the amount of the deduction and the procedure which he/she

must follow to receive a rebate for non-representation activities during the year and the procedure for appealing all or any part of the agency fee. The City shall be sent a copy of this yearly notice.

The City will make a reasonable effort to distribute to each new employee in the Unit, a letter supplied by the Union which describes the Agency fee obligation.

f. Religious Exemption

1. Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or supporting employee organizations shall not be required to meet the above agency fee obligations, but shall pay by means of mandatory payroll deduction an amount equal to the agency shop fee (proportionate share of the Union's cost of legally authorized representational services), to a non-religious, non-labor charitable organization exempt from taxation under Section 501 (C) (3) of the Internal Revenue Code, as designated by the employee from a list provided by the City Finance Department.

2. To qualify for the religious exemption the employee must provide to the Union, with a copy to the City, a written statement of objection, along with verifiable evidence of membership as described above. The City will implement the change in status within thirty (30) days unless notified by the Union that the religious exemption is not valid.

g. Provision of Information - The Union shall furnish any information needed by the City to fulfill the provisions of this Article.

h. Dues/Fee Deductions - Any of the above described payment obligations shall be processed by the City in the usual and customary manner and time frames.

i. Leave Without Pay - Employees on an unpaid leave of absence for an entire pay period or more shall have agency shop fees suspended. Fee deductions shall have the same priority as dues deductions in the current hierarchy for partially compensated pay periods.

j. Rescission of Agency Shop - The Agency Shop provision may be rescinded pursuant to the procedures contained in Government Code Section 3502.5(d).

k. Union's Right to Implementation Election – The Union shall have the right pursuant to state law to implementation elections during the term of this Agreement if the agency shop provision is rescinded under the terms of Section J above. If the Union requests an implementation election, the election will be conducted by the California State Mediation and Conciliation Service.

l. Indemnification/Hold Harmless Clause - The Union agrees to fully indemnify, defend and hold harmless the City and its officers, employees and agents against any and all claims, proceedings, settlements and/or liability regarding the legality of this Article or any action taken or not taken by or on behalf of the City under this Section.

m. Maintenance of Membership – All regular unit employees who are members of the Union in good standing shall maintain their membership in the Union in good standing, subject however, to the right to resign from membership by submitting a written request to the Union during the month of August annually.

Resignation requests submitted to the City shall be referred to the Union. When resignation requests are received outside the window period the Union will promptly provide such members a letter explaining the maintenance of membership provision, along with a copy of this section of the MOU.

Union members who drop their union membership but are subject to Agency Shop fee provisions shall still be required to comply with their financial obligations under the Agency Shop provisions. Fee payers may also change their status from full fee payer to "core" fee payer by submitting a written request to the

Union during the month of August annually.

65. USE OF COMPUTER RESOURCES

Employees' rights and obligations regarding use of the City's computers and computing resources are governed generally by the City's computer use policies. The Union and the City agree that occasional and incidental employee use of City computing resources for union business is allowable within the same parameters applied to other acceptable non-commercial personal use under those policies.

The parties agree that such use shall not interfere with the performance of work duties or the effective delivery of services, and shall not result in any significant cost to the City or compromise the security of City systems. The parties further agree that City computer resources, including the e-mail system, will not be used by the Union or City employees to support or oppose a political campaign or ballot measure.

The Union acknowledges that employees have no expectation of privacy in the use of City computer resources, including but not limited to e-mail and text messaging, even if they are locked or password-protected.

66. VACATION POLICY

a. All employees shall begin accruing vacation effective the first day of employment. It is agreed that vacation time earned may be taken as accrued subject to approval by the City and in accordance with the following schedule:

Length of Continuous Service	Vacation Entitlement
0 - 2 years	10 days per year (80 hours)
3 - 5 years	13 days per year (104 hours)
6 - 10 years	18 days per year (144 hours)
11 - 17 years	23 days per year (184 hours)
18 - 23 years	25 days per year (200 hours)
24 & over years	28 days per year (224 hours)

Vacation periods shall be scheduled by management to provide adequate staffing. Such scheduling shall be subject to the needs of the City but shall take into account employee seniority and choice.

Non-shift employees may not accrue a vacation balance in excess of thirty-two days (256 hours) unless approved by the City Administrator based upon extenuating circumstances. For shift employees, whose holiday pay is added to their vacation banks (including Park Rangers), the maximum vacation accrual will be thirty-five days (280 hours).

b. The vacation cash out provisions will remain suspended for the MOU term. There will be no vacation cash out in July 2011, December 2011, July 2012, December 2012, July 2013, or December 2013..

67. VACATION & SICK LEAVE ADVANCED CREDIT UPON HIRE

a. An employee who is appointed from outside City of Santa Barbara government service within one (1) year of leaving employment with either the City of Santa Barbara or another city, county, state agency, federal agency or special district and who, in the opinion of the Human Resources Manager, possesses government experience directly related to the position to which he or she has been appointed, may be offered credit for years of prior service with the City of Santa Barbara and/or his or her immediate previous government employer in the following ways:

i. Vacation Accrual: At the discretion of the Human Resources Manager, the employee may be offered credit for up to the total number of prior full years of service at the City of Santa Barbara and/or his or her immediate previous government employer toward the initial vacation accrual rate. The 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 for that accrual rate.

ii. Sick bank: At the discretion of the Human Resources Manager, the employee may be credited with up to 96 hours of sick leave. Thereafter, employee will accrue sick leave at the normal rate.

b. A former City of Santa Barbara employee reemployed within one year under Santa Barbara Municipal Code Section 3.16.320 will automatically qualify for the full vacation accrual credit under (i), above, for his or her prior City of Santa Barbara service. However, under no circumstance will prior accrued vacation balances cashed out to the employee upon termination be reinstated.

68. WORK SCHEDULE

a. The normal work week shall average forty (40) hours. There shall be at least two consecutive days of rest observed after each work week subject to City needs for standby, call back, overtime and regularly scheduled shift changes. The Department Head shall establish a "regular" schedule for each employee with a start and quit time. Such schedule shall not be changed without forty-eight hours (two days) advance notice except in emergencies. City shall provide employees with reasonable "clean-up" time and employees shall be ready to begin work at start time. City agrees that work outside the regularly scheduled workday shall be compensated in accordance with the overtime policy contained herein.

b. In no case shall an employee's work schedule be altered to avoid the payment of overtime earned as a result of call back after the employee's regular shift, work day, or work weekends.

c. It is the intent of the City, when staffing permits, to assign a minimum of two (2) Harbor Patrol Officers to each shift at the Harbor and a minimum of two operators to the El Estero Treatment Plant.

d. Airport Patrol Officers shall be scheduled on either a four-ten work week (4/10), a three-twelve (3/12) work week, or a three-twelve-and-a-half (3/12.5) work week schedule. Assignment to one of these work schedules shall have no effect on accrual rates or employment terms.

e. A one-year trial period may be conducted to allow Harbor Patrol Officers to work a four-ten work schedule.

At the end of the trial period, the four-ten work schedule will be reviewed by both parties. The criteria for the review will be based on costs, staffing, overlap and mission. The review shall include both parties' right to offer options. Both parties will be obligated to consider those options in good faith. The continuation of this schedule shall be subject to Department Head approval with input from affected employees and based on the criteria listed above.

This change to a four-ten work schedule shall have no effect on accrual rates or employment terms.

f. Employees on a 9/80 Work Schedule will be covered under the "9/80 WORK SCHEDULE POLICY" contained in Appendix E.

69. WORKERS' COMPENSATION

a. The parties agree that Municipal Code Section 3.08.220 shall be amended to provide that 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. Once an individual is no longer eligible for continuation of 85% of his/her gross pay as described in (a) above and are still unable to return to work, the City shall continue to pay its contribution to insurance for the first ninety (90) calendar days.

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

An employee who returns from an accepted work-related injury or illness to regular duty or 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.

70. WORKING OUT OF CLASSIFICATION

The City and the Union agree that it is the intent of departmental management to avoid working an employee out of classification.

It is further agreed that working an employee out of classification will occur only to meet the work requirements within the City and that such out of classification work will terminate after fifteen (15) consecutive work days or thirty (30) work days in any one calendar year, or if extended beyond fifteen (15) consecutive or thirty (30) work days, the employee shall be compensated at the rate of the higher classification while the out of classification work continues subject to right of employee to waive this provision based upon personal career development.

For purposes of this article, an out of classification assignment is defined as assignment by the Department Head or designee of the full-time performance of the significant duties of an authorized, funded, permanent, full-time position in one or more higher classification(s) by an employee in a position in another classification. "Significant duties" shall be as defined on the appropriate class specification.

When an employee works out of classification continuously for fifteen (15) working days or more, the City shall place a letter in the employee's personnel file acknowledging the out of classification work.

It is the intent of this article to compensate employees for assigned out of class work extended beyond fifteen (15) consecutive or thirty (30) work days in any one calendar year.

Reclassification Requests

If an employee believes he/she is working out of classification on a regular on-going basis, the employee may:

a. Request a reclassification from his/her manager in writing. The manager shall respond in writing within ten (10) working days of receipt of the request. The manager may recommend that a classification review be conducted by submitting a written request, approved by the Department Head, to Human Resources.

b. If the employee is not satisfied with the manager's response, he/she may submit a written reclassification request to his/her Department Head or designee within ten (10) working days of receiving his/her manager's written response. Within twenty (20) working days of receipt of the employee's written request, the Department Head or designee shall meet with the employee and issue a written response to the employee and the Human Resources Office.

c. If the Department Head's response so requests that a classification review be conducted, Human Resources shall conduct said classification review and shall issue its decision to the employee and the Department Head within forty-five (45) working days of receipt of the request.

APPENDIX 'A'

SHIFT DIFFERENTIAL EXAMPLES

Example 1. An employee is assigned to work a ten (10) hour shift from 3:30 p.m. to 1:30 a.m. Because 50% or more of the assigned shift hours fall between 5:00 p.m. and midnight, the employee is entitled to Swing Shift Differential pay. If that employee is asked to work overtime from 1:30 a.m. to 3:30 a.m., the employee will be entitled to Swing Shift Differential pay at the overtime rate for the additional two hours (1:30 a.m. to 3:30 a.m.) worked.

Example 2. An employee is assigned to work an eight (8) hour shift from 7:30 a.m. to 4:00 p.m. and is then directed to work an additional five (5) hours to cover for a sick employee from 4:00 p.m. to 9:00 p.m. The employee is not entitled to shift differential pay because the assigned shift hours (7:30 a.m. to 4:00 p.m.) do not qualify for shift differential and the overtime worked is less than eight hours.

Example 3. An employee is assigned to work 8:00 a.m. to 4:30 p.m. However, on this particular day, the employee is assigned to work from 3:00 a.m. to 8:00 a.m. in addition to the assigned regular shift hours in order to cover for an absent employee. The employee is not entitled to shift differential pay because the assigned shift hours do not qualify for shift differential.

Example 4. An employee is assigned to work 7:30 a.m. to 4:00 p.m. and then is directed to work additional time for an emergency situation. The employee then works until 1:00 a.m. The employee is entitled to Swing Shift Differential pay at the overtime rate for the period of 4:00 p.m. to 1:00 a.m. The employee has in effect worked two shifts.

Example 5. An employee is assigned to work the swing shift between 4:00 p.m. and midnight and then is assigned to work the graveyard shift from midnight to 8:00 a.m. In this case the employee is assigned to work two distinct shifts. Therefore, the employee is entitled to Swing Shift Differential pay for the time between 4:00 p.m. to midnight and Graveyard Shift Differential pay at the overtime rate for the hours from midnight to 8:00 a.m.

Example 6. An employee is assigned to work the graveyard shift between midnight and 8:00 a.m. and then is assigned the day shift from 8:00 a.m. to 4:30 p.m. As in Example 5, the employee is assigned two distinct shifts; therefore, the employee is entitled to Graveyard Shift Differential for the time period of midnight to 8:00 a.m., but no shift differential for the time period of 8:00 a.m. to 4:30 p.m.

Example 7. An employee is assigned to work from 4:00 p.m. to midnight. That employee leaves work at midnight, goes home, and then is called back to work between 2:00 a.m. and 7:00 a.m. That employee is entitled to Swing Shift Differential pay for the regular assigned shift from 4:00 p.m. to midnight. The employee is not entitled to shift differential pay for the overtime hours (2:00 a.m. to 7:00 a.m.) because it is considered a call back of less than eight hours.

Example 8. An employee is assigned to work 7:30 a.m. to 4:00 p.m. and then is called back to work at 7:00 p.m. and works until 3:00 a.m. due to an emergency situation. The employee is entitled to Swing Shift Differential at the overtime rate for the call back of eight hours or more (7:00 p.m. to 3:00 a.m.).

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APPENDIX B

CITY OF SANTA BARBARA

CHILD CARE PERSONNEL POLICIES

February 20, 1990

Note: A leave or reduced schedule approved under one of these policies runs concurrently with any applicable leave entitlements under the FMLA/CFRA Family and Medical Leave Policy.

Contents

1. **Maternity Leave Policy**
2. **Parental Leave Policy**
3. **Flexible Leave Policy**
4. **Alternative Work Schedules**
5. **Job Sharing**
6. **Part-time Work**
7. **At-home Work**

1. **MATERNITY LEAVE** (medical leave)

The City of Santa Barbara is committed to providing time off from work, so far as possible, to employees during pregnancy and following childbirth.

Maternity leave requests, including both medical and non-medical components (see section on Parental leave for information regarding non-medical leave), must be submitted to the City Administrator via the Department Head at least 30 days in advance. The requirement for 30 days advance notice may be waived when warranted by unexpected medical circumstances. Pursuant to state law, maternity leaves for medical reasons will be granted for up to four (4) months and may be extended up to a maximum of one (1) year subject to the operational needs of the department as determined by the Department Head. All medical leaves must be verified by a doctor's certificate of disability.

When an employee is physically disabled from work due to pregnancy or following childbirth, the employee will obtain a doctor's certificate of disability indicating the dates when the employee will be physically unable to work. When physically disabled, the employee may use sick leave or other paid leave. An employee disabled due to pregnancy or childbirth may request an unpaid leave of absence for medical reasons once her sick leave and other paid leave balances total less than forty (40) hours. A doctor's note listing the dates of the disability must be submitted with the medical leave request. Any leave of absence greater than 7 days must be approved in advance by the City Administrator.

The City will coordinate an employee's use of State Disability Insurance (SDI) with City paid leave which allows employees on maternity leave and covered by SDI to extend the use of their paid leave time.

When an employee is on medical leave of absence due to pregnancy, the City will continue to pay the employer portion of the insurance for the first ninety (90) days of the medical leave of absence. Thereafter, an employee will have to pay both the employer and the employee portions of her insurance.

2. **PARENTAL LEAVE** (all employees, non-medical leave)

The City recognizes that after the birth or adoption of a child, it is important for a parent to be with his or her child. As a result, the City encourages Department Heads to accommodate requests for parental leaves to care for a newborn or newly adopted child.

Parental leaves shall be with pay if the employee has leave balances of vacation, personal leave, or compensatory time. An employee may request a parental leave of absence without pay when the employee's paid leave balances total less than forty (40) hours (see section on Maternity Leave for information regarding medical leave related to pregnancy and childbirth).

Parental leave requests must be submitted to the City Administrator via the Department Head at least 30 days in advance. When requested, parental leaves will be approved for a length of time sufficient to provide the employee a minimum of one (1) month absence from work. Any medical leave related to pregnancy and child birth (maternity leave) will not be counted in the minimum one (1) month. The scheduling of parental leave is subject to the approval of both the City Administrator and Department Head based on the operational needs of the department. Extension of the parental leave of absence may be granted, subject to the approval of the City Administrator, via the Department Head. The total duration of the combined medical and parental leaves of absence cannot exceed one year.

Employees are encouraged to discuss their time off needs with their supervisors as early as possible. Employees are also encouraged to save their vacation, personal leave, and compensatory time for use during a parental leave. Temporary waivers of the minimum annual vacation use and maximum vacation accrual will be considered to assist prospective parents in building their leave banks.

While on parental leave of absence without pay, an employee will have to pay both the employer and employee portions of his or her insurance.

3. FLEXIBLE LEAVE POLICY (All employees)

Employees may use accrued personal leave, vacation, comp time, to respond to emergency needs for spouse or dependent*, such as illness, child care or elder care. The employee shall notify his/her supervisor immediately of the nature of the emergency. Approval for leaves under this policy shall not be unreasonably withheld. Advance approval for spouse or dependent illness is not required.

* For purposes of this policy, a dependent is one who is a dependent pursuant to IRS regulations.

4. ALTERNATIVE WORK SCHEDULES (All employees)

The City believes that alternative work schedules are viable options to meet personal needs in areas such as child care and transportation where such schedules continue to meet the operational needs of the department.

Individual employees may request alternative work schedules which meet their personal needs and the operational requirements of the department. Alternative schedules may be different daily work hours or a different work week. Approval for reasonable alternative work schedules is subject to the operational needs of the department as determined by the Department Head. The continuation of such schedules shall be subject to Department Head review with reasonable input from affected employees.

5. JOB SHARING (All employees)

The City recognizes that job-sharing may facilitate the balancing of employees' personal needs with their job responsibilities. As a result, the City encourages Department Heads to attempt to accommodate requests for job-sharing subject to the operational needs of the department as determined by the Department Head.

An employee may request that his/her full-time position be redefined as a job-sharing position to be filled by two part-time employees. Requests for job sharing positions shall be submitted to the Department Head and require final approval by the City Administrator and City Council.

Job sharing positions may be discontinued at the discretion of the Department Head, with 30 days notice to affected employees.

6. **PART-TIME WORK** (All employees)

An employee may request to work on a part-time basis. A request to work part-time for a limited duration is subject to the operational needs of the department as determined by the Department Head. The Department Head may grant part-time assignments of limited duration. Extensions of part-time assignments will be considered upon employee request.

All part-time assignments may be periodically reconsidered by the Department Head. If the Department Head determines additional hours are required in the position, the employee will be given thirty days notice of the requirement to work increased hours.

Part-time assignments must be a minimum of 20 hours per week. Part-time regular employees receive insurance benefits and paid leave benefits prorated based on the number of hours worked.

To change an employee from full-time to part-time status requires a Personnel Action Form (PAF) and notification to the Personnel Office.

7. **AT-HOME WORK** (All employees)

With prior approval of the Department Head and review by Risk Management, an employee may request to work at home on a limited-term basis. All requests will be subject to the operational needs of the department as determined by the Department Head. Increased City liability including safety and workers' compensation issues will be closely reviewed prior to granting at-home work requests.

Requests for work schedules which include working at home for part of the regular work week may be submitted to the Department Head. Authorization for such schedules for either a predetermined or indefinite length of time will be made based on the following criteria:

a) the operational needs of the department work site must be met adequately;

b) the job duties must be such that work can be accomplished at home;

c) proper equipment and supplies necessary to the job assignment can be provided at reasonable cost;

d) sufficient measures of productivity can be determined;

e) efficient and effective methods can be established for supervisory review of work assignments;

f) the employee can be contacted at home during predetermined work hours.

Plans for meeting each of these criteria should be submitted in writing to the Department Head for evaluation. Once approved, at-home work schedules are subject to periodic review and may be discontinued at the discretion of the Department Head, with fourteen (14) days notice to the employee.

APPENDIX C

CITY OF SANTA BARBARA

CATASTROPHIC LEAVE POLICY

I. PURPOSE: To establish a program whereby City employees can donate vacation and/or compensatory time to:

A. The sick leave banks of permanent full-time and permanent part-time employees who are incapacitated due to a catastrophic off-duty illness or injury; or

B. The vacation leave banks of permanent full-time and permanent part-time employees who are caring for a spouse or child who has a catastrophic illness or injury.

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 applicable accumulated leave balances.

III. POLICY: City employees may donate vacation 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 or child who has a catastrophic illness or injury which requires the employee 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, and compensatory time in the case of the employee's off duty catastrophic illness or injury; vacation, personal leave and compensatory time due to caring for a spouse or child who has experienced a catastrophic illness or injury); 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 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 the employee exhausting all of his/her applicable paid leave balances so that time donated may be utilized immediately upon exhaustion of the employee's 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.

C. The employee or if incapacitated, the legally recognized representative, will be required to provide verification of the catastrophic 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 up to a maximum of twelve (12) continuous months for any one catastrophic illness/injury, based upon approval of the Department Head and City Administrator.

E. Donated vacation and/or compensatory time shall be converted and credited to the recipient's applicable leave bank in equivalent hours based upon 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 applicable leave bank is increased by 2 hours for each hour donated by A.)

F. Employees will use the "Donation of Vacation and/or Compensatory Time" form to submit donations of vacation 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's and recipient's paid leave balances.

G. All donations of vacation and/or compensatory time shall be in increments of 4 hours or more (e.g. 4, 8, 12 hours) and shall be made in three month increments. An employee may not donate vacation or compensatory time which would reduce his or her total accrued combined balance of vacation, compensatory time, personal leave and sick leave to less than 120 hours after the donation.

H. The donation of vacation and/or compensatory time is irreversible. Should the recipient employee not use all the donated time for the catastrophic illness or injury, any balance will revert 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.

I. The donation of vacation and/or compensatory time must be made to a specific approved catastrophic leave recipient with the following exception: an employee who is within 50 hours of the maximum vacation accrual may request to donate up to a maximum of 50 hours directly to the City-wide "Catastrophic Leave Bank" to avoid cessation of accruals. Such donation directly to the City-wide "Catastrophic Leave Bank" may not be made more than one time in any 12 month period.

J. 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 D

CITY OF SANTA BARBARA
DRUG AND ALCOHOL TESTING POLICY

CITY OF SANTA BARBARA
DRUG AND ALCOHOL TESTING POLICY

This policy sets forth the rights and obligations of the covered employees. You should familiarize yourself with the provisions of this policy BECAUSE COMPLIANCE WITH THIS POLICY IS A CONDITION OF YOUR EMPLOYMENT.

If you are an employee covered by this policy, you should be aware that you are still required to comply with the provisions of the City's Drug and Alcohol Free Workplace Policy (ATTACHMENT A) that was adopted by the City Council on August 21, 1990. The obligations and requirements set forth below are in addition to existing obligations and requirements set forth in the Drug and Alcohol Free Workplace Policy.

A. EMPLOYEE QUESTIONS

Employees shall refer any questions regarding rights and obligations under this policy to Human Resources or to the Union.

B. COVERED EMPLOYEES

Employees in the job classifications represented by SEIU, Local 620 in the Treatment and Patrol Bargaining Units that are not covered under the CITY OF SANTA BARBARA DRUG AND ALCOHOL TESTING POLICY PURSUANT TO DEPARTMENT OF TRANSPORTATION REGULATIONS

C. PROHIBITIONS

The following conduct is prohibited and may result in discipline, up to and including termination:

1. The use, possession, manufacture, dispensation or distribution of drugs and alcohol is prohibited:
    a. in the workplace;
    b. while on City time;
    c. in City vehicles or facilities except as defined in City's facilities use policies;
    d. prior to coming to work, so that the employee's performance is impaired.
2. Reporting for duty or remaining on duty while having an alcohol blood concentration level of 0.08 or greater.
3. Being on duty or operating a vehicle on duty while possessing alcohol.
4. Using alcohol while on duty.
5. Reporting for duty or remaining on duty when the employee used any controlled substances, except if the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to perform their job.
6. Reporting for duty or remaining on duty if the employee tests positive for controlled substances.

7. Refusing to submit to any alcohol or controlled substances test required by this Policy. A covered employee who refuses to submit to a required drug/alcohol test will be treated in the same manner as an employee who tested 0.08 or greater on an alcohol test or tested positively on a controlled substances test.

A refusal to submit to an alcohol or controlled substances test required by this Policy includes, but is not limited to:

a. A refusal to provide a urine sample for a drug test;

b. An inability to provide a urine sample without a valid medical explanation;

c. A refusal to complete and sign the breath alcohol testing form, or otherwise to cooperate with the testing process in a way that prevents the completion of the test;

d. An inability to provide breath or to provide an adequate amount of breath without a valid medical explanation;

e. Tampering with or attempting to adulterate the urine specimen or collection procedure;

f. Not reporting to the collection site in the time allotted by the supervisor or manager who directs the employee to be tested (the time allotted shall be reasonable. In most cases the City will provide transportation to and from the collection site.);

g. Leaving the scene of an accident without a valid reason as to why authorization from a supervisor or manager who shall determine whether to send the employee for a post-accident controlled substances and/or alcohol test was not obtained.

D. CIRCUMSTANCES UNDER WHICH DRUG AND ALCOHOL TESTING WILL BE IMPOSED ON COVERED EMPLOYEES.

1. Pre-Employment Testing

All applicants for City employment may be required to submit to pre-employment/pre-duty drug testing. This applies to testing prior to initial appointment as a classified employee only, and not to promotion within the service.

Note: there is no pre-employment alcohol test.

2. Post-Accident Testing

Post-accident drug and alcohol testing will be conducted on employees following an accident.
Alcohol: Post-accident alcohol tests shall be administered within two hours following an accident and no test may be administered after eight hours.
Drug: A post-accident drug test shall be conducted within eight (8) hours following the accident

An accident occurs when as a result of an incident involving a vehicle operated by a covered employee:
(1) any individual(s) receives an injury(s) requiring immediate hospital treatment ,or

(2) there is a recommendation by an on scene paramedic or medical professional that individual(s) involved in the accident should see a physician for injury(s) arising out of the accident.

3. **Return To Duty / Follow-up Testing:**

A covered employee who has violated any of the prohibitions of this policy (See Section C) may be required to submit to a return to duty test before he/she may be returned to his/her position. The test result must indicate an alcohol concentration of less than 0.08 or a verified negative result on a controlled substances test.

E. EMPLOYEE RESPONSIBILITIES

An employee must notify his/her department head of all alcohol or criminal drug statute convictions no later than 5 days after such conviction.

An employee must notify his/her supervisor, before beginning work, when drugs (prescription or non-prescription) may interfere with the safe and effective performance of duties or operation of City equipment (See Attachment A, Article III, Section 3).

Any employee who thinks he/she may have an alcohol or drug use problem is urged to voluntarily seek free confidential assistance from the City's Employee Assistance Program (EAP) counselor. It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to job related performance problems.

F. MANAGERS' AND SUPERVISORS' RESPONSIBILITIES

1. Managers and supervisors are responsible for enforcement of this policy and will inform the Department Head and the Human Resources Manager of any violations.
2. Employees who may have a suspected alcohol or drug use problem should be encouraged to voluntarily seek confidential assistance from the City's Employee Assistance Program (EAP).
3. When an employee is involved in an accident, managers and supervisors shall prevent the employee from engaging in further work, remove the employee from the workplace, and then send the employee for a drug and/or alcohol tests within the timelines outlined in Section D. 2 above.
4. When it is suspected that an employee may have illegal drugs or is under the influence of illegal drugs, managers and supervisors <u>may</u> notify the appropriate law enforcement agency.

G. PROCEDURES TO BE USED FOR DETECTION OF DRUGS AND ALCOHOL

1. **Alcohol Testing:**

Alcohol testing will be conducted by using an evidential breath device (EBT) approved by the National Highway Traffic Safety Administration. (Non-EBT devices may be used for initial screening tests.)

A screening test will be conducted first. If the result is an alcohol concentration level of less than 0.02, the test is considered a negative test. If the alcohol concentration level is 0.02 or more, a second confirmation test will be conducted. A positive test for alcohol means a confirmed alcohol concentration of 0.08 or more.

The procedures that will be utilized by the collection and testing of the specimen shall be the same as those required under the City Of Santa Barbara Drug And Alcohol Testing Policy Pursuant To Department Of Transportation Regulations (49 CFR 40).

2. Drug Testing:

Drug testing will be conducted pursuant to the same requirements as those required by the City Of Santa Barbara Drug And Alcohol Testing Policy Pursuant To Department Of Transportation Regulations (49 CFR Part 40).

a. The urine specimen will be split into two (2) bottles labeled as: primary" and "split" specimen. Both bottles will be sent to the lab;

b. A positive test means a test that is positive for controlled substances under the Federal D.O.T. Urine Specimen Testing Levels (Current levels ATTACHMENT B). If the urinalysis of the primary specimen tests positive for the presence of controlled substances, the employee has seventy-two (72) hours to request that the split specimen be analyzed by a different certified lab at the employee's cost.

c. The urine sample will be tested for the following: marijuana, cocaine, opiates, amphetamines, and phencyclidine;

d. If the test is positive for one or more of the drugs, a confirmation test will be performed using gas chromatography/mass spectrometry analysis;

e. All drug results will be reviewed and interpreted by a physician before they are reported to the employee and then to the City;

f. With all positive drug tests, the physician (a.k.a. Medical Review Officer) will first contact the employee to determine if there is an alternative medical explanation for the positive test result. If documentation is provided and the MRO determines that there was a legitimate medical use for the prohibited drug, the test result may be reported to the City as "negative."

3. Confidentiality:

The confidentiality of records shall be maintained in the same manner as set forth in the City Of Santa Barbara Drug And Alcohol Testing Policy Pursuant To Department Of Transportation Regulations.

H. CONSEQUENCES OF FAILING/REFUSING AN ALCOHOL AND/OR DRUG TEST:

FAILING A PRE-EMPLOYMENT DRUG TEST WILL BE GROUNDS FOR REJECTION FROM EMPLOYMENT.

UPON FAILING A POST-ACCIDENT ALCOHOL AND/OR DRUG TEST THE EMPLOYEE:

1. Will be removed from driving or operating any heavy or dangerous equipment;

2. May be disciplined up to termination. Failing/refusal to take a controlled substances/alcohol test may result in disciplinary action, up to and including termination.

3. May be allowed to sign a last chance agreement as an alternative to discipline which could require the employee to undergo treatment to cure his/her alcohol or drug abuse and be tested periodically. Generally, an employee who tests positive and has not been found to be using alcohol or drugs on-duty will be offered a last chance agreement. The City does not pay for this examination or any treatment. However, if the exam and/or treatment is covered by the employee's insurance policy, the employee may use the insurance policy to (help) pay for the covered expenses.

4. The employee may use accumulated vacation, personal leave, overtime or leave without pay while undergoing treatment/rehabilitation

5. The employee may use sick leave only when participating in a medically supervised/approved residential rehabilitation program or during the first ninety (90) days of a medically supervised/approved outpatient rehabilitation program.

6. May not be returned to his/her position until the employee submits to a return-to-duty controlled substances and/or alcohol test (depending on which test the employee failed) which indicates an alcohol concentration level of less than 0.08 or a negative result on a controlled substances test;

7. May be required to submit to unannounced follow-up testing after he/she has been returned to his/her safety-sensitive position.

J. EMPLOYEE ASSISTANCE PROGRAM (EAP)

The City has established an Employee Assistance Program to help employees who need assistance with alcohol and controlled substance abuse. Employees are encouraged to contact the City's Benefits Office for the number of the current EAP provider.

RESOLUTION NO. 90-141

A RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA BARBARA, ADOPTING A DRUG AND ALCOHOL FREE WORKPLACE POLICY.

WHEREAS, The Federal Drug Free Workplace Act of 1988 requires the adoption of a drug free workplace policy, and

WHEREAS, the presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours jeopardizes the safety of employees, the public, and the efficiency of City operations; and

WHEREAS, the City wants to establish a drug and alcohol free workplace;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SANTA BARBARA:

That the attached Drug and Alcohol Free Workplace Policy be adopted.

Adopted August 21, 1990

CITY OF SANTA BARBARA

DRUG AND ALCOHOL FREE WORKPLACE POLICY

I. PURPOSE

The City of Santa Barbara, in its efforts to provide a drug and alcohol free environment, has adopted this Drug and Alcohol Free Workplace Policy. It is the purpose of this policy to eliminate alcohol and drug abuse by City Employees and its effects in the workplace. The presence of drugs and alcohol on the job and the influence of these substances on employees during working hours jeopardizes the safety of employees, the public, and the efficiency of City operations. It is the intent of the City, in adopting this policy, to meet the requirements of the Drug Free Workplace Act of 1988 (41 U.S.C. Section 701-707).

II. POLICY

In recognition of the duties entrusted to the employees of the City of Santa Barbara and with knowledge that drugs and alcohol hinder a person's ability to perform job related duties safely and effectively, the City of Santa Barbara adopts the following policy:

1. The use, possession, manufacture, dispensation or distribution of drugs and alcohol is prohibited:

    a. in the workplace;

    b. while on City time;

    c. in City vehicles or facilities except as defined in City's facilities use policies;

    d. prior to coming to work, so that the employee's performance is impaired.

2. The City is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as handicapped, under federal law.

3. The City has established a voluntary Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems (as well as for a variety of other personal problems). Employees may seek confidential assistance from the EAP counselor.

III. APPLICATION

1. This policy applies to all full time, part time and temporary employees, and to all applicants for positions with the City. This policy applies to alcohol and all substances, drugs or medications, legal or illegal, which impairs an employee's ability to effectively and safely perform his/her job duties.

2. A copy of this policy will be provided to all City employees.

3. A drug-free awareness program will be established to inform employees of the dangers and penalties of drug use in the workplace and of available counseling, rehabilitation and employee assistance programs.

4. Violations of the policy may result in disciplinary action being taken, up to and including termination, in addition to possible criminal penalties or refusal to hire an applicant.

IV.EMPLOYEES RESPONSIBILITIES

An employee:

1. Must not report to work, or be subject to scheduled duty while his/her ability to perform job duties is impaired due to on or off duty alcohol or drug use.

2. Must not use, possess, manufacture, dispense or distribute drugs or alcohol

   a. in the workplace;

   b. on City time;

   c. in City vehicles or facilities except as defined in City's facilities use policies;

   d. prior to coming to work, so that the employee's performance is impaired.

3. Must notify his/her supervisor, before beginning work, when drugs (prescription or non-prescription) may interfere with the safe and effective performance of duties or operation of City equipment. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using prescribed drug, authorization from a qualified physician may be required.

4. Must notify his/her department head of any criminal drug or alcohol statute conviction, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. A safety employee must notify his/her department head of all alcohol or criminal drug statute convictions, no later than five (5) days after such conviction.

6. Who thinks he/she may have an alcohol or drug use problem is urged to voluntarily seek free confidential assistance from the City's Employee Assistance Program (EAP) counselor. It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to job related performance problems.

V. MANAGERS AND SUPERVISORS RESPONSIBILITIES AND GUIDELINES

1. Managers and supervisors are responsible for enforcement of this policy and will inform the Department Head and the Human Resources Manager of any violations.

2. Employees who may have a suspected alcohol or drug use problem should be encouraged to voluntarily seek confidential assistance from the City's Employee Assistance Program (EAP).

3. When it is suspected that an employee is under the influence of drugs or alcohol at the workplace, managers and supervisors shall prevent the employee from engaging in further work, remove the employee from the work place, consult with another manager or supervisor to confirm their suspicions, and then, take appropriate action. The employee shall be informed that a union representative or shop steward could be notified, at the employee's request. Managers and supervisors may notify the appropriate law enforcement agency.

4. When it is suspected that an employee may have illegal drugs or is under the influence if illegal drugs, managers and supervisors shall notify the appropriate law enforcement agency.

5. For employees working on programs receiving federal grant money, the City shall:

   a. notify the Federal contracting agency within ten (10) days after receiving notice of an employee's criminal drug statute conviction occurring in the workplace. (41 U.S.C. Section 701-717)

   b. impose a sanction, or require the satisfactory participation in a drug abuse assistance or rehabilitation program for any employee who is convicted of a criminal drug statute violation occurring in the workplace. (41 U.S.C. Section 701-707)

Federal D.O.T. Urine Specimen Testing Levels
From 49 CFR Part 40 Subpart F

All cutoff concentrations are expressed in nanograms per milliliter (ng/mL). The table follows:

Type of Drug or Metabolite	Initial Test	Confirmation Test
(1) Marijuana metabolities	50	
(i) Delta-9-tetrahydrocannabinol-9-caroxylic acid (THC)		15
(2) Cocaine metabolities (Benzoylecgonine)	300	150
(3) Phencyclidine (PCP)	25	25
(4) Amphetamines	1000	
(i) Amphetamine		500
(ii) Methamphetamine		500 (Specimen must also contain amphetamine at a concentration of greater than or equal to 200 ng/mL.)
(5) Opiate metabolities	2000	
(i) Codeine		2000
(ii) Morphine		2000
(iii) 6acety1morphine		10 Test for 6-AM in the specimen. Conduct this test only when specimen contains morphine at a concentration greater than or equal to 2000 ng/mL.

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	CITY OF SANTA BARBARA ADMINISTRATIVE POLICIES:	Appendix E Policy No. TBA
	9/80 WORK SCHEDULE POLICY	
	Issued by: Barbara Barker, Human Resources Manager	Adopted: 5/8/2007 Updated: 5/8/2007

PURPOSE:

To set forth the City of Santa Barbara's policy and procedures governing the establishment and administration of an alternate work schedule commonly referred to as "9/80's".

This policy is intended to complement the provisions of the City of Santa Barbara's "FlexWork Policy" and "Child Care Personnel Policies". However, in the event of a conflict between those provisions and this policy, this policy shall control for all purposes.

POLICY:

The 9/80 alternate work schedule may be the standard assigned schedule for a position or work unit, or may be granted, at the employee's request, as an alternative work schedule under the City's FlexWork Program or Childcare Personnel Policies (also called "Family Friendly Policies"). The guidelines set forth in this policy will apply to any employee working a 9/80 schedule.

DEFINITIONS:

1. 9/80 Alternate Work Schedule

The 9/80 alternate work schedule shall consist of eight (8) work days of nine (9) hours and one work day of eight (8) hours for a total of eighty (80) hours during two (2) consecutive work weeks. For non-management employees, the eight (8) hour work day must be on the same day of the week as the employee's regular Flex Day Off (FDO). Under the 9/80 schedule, one calendar (e.g, Saturday-Friday) week shall consist of 44 work hours (four 9-hour days and one 8-hour day) and the alternating calendar week will consist of 36 work hours (four 9-hour days and one day off).

2. Flex Day Off

The Flex Day Off (FDO) shall be an eight (8) hour day and may occur on any day of the week. For non-management employees, the FDO must be the same day of the week as the employee's 8-hour work day that occurs in the preceding and subsequent work weeks (e.g., if the employee's regularly scheduled Flex Day Off is each alternate Friday, then the employee shall be scheduled to work eight hours the preceding and subsequent Fridays).

3. 9/80 FLSA Workweek

Under the Fair Labor Standards Act, the workweek is defined as "a fixed and regularly

recurring period of seven consecutive 24-hour periods (168 hours)." When an employee is assigned to a 9/80 schedule, the 9/80 work week begins on the employee's 8 hour day, at exactly four (4) hours after the scheduled start time and ends 168 hours later, at the same time on the same day during the following week. This results in 40 straight time hours per FLSA workweek, and 80 straight time hours per pay period.

4. City Pay Period

The City's pay period begins at 12:00 a.m. (midnight) on Saturday, and ends immediately before the same time on Friday two weeks later. This is different than the FLSA work period for an employee on a 9/80 schedule, whose FLSA workweek may span 2 pay periods.

5. Fair Labor Standards Act (FLSA)

The Fair Labor Standards Act is a Federal law that sets minimum wage, overtime pay, equal pay, recordkeeping, and child labor standards for employees that it covers.

6. Non-Exempt Employee

A non-exempt employee is an employee who, because of the type of duties performed, the usual level of decision making authority, and the method of compensation, is subject to the provisions of the Fair Labor Standards Act. Nonexempt employees are generally required to account for all hours worked and must be compensated at not less than time-and-one half at the regular rate for all hours worked over 40 in one FLSA workweek.

APPROVAL:

Scheduling of a 9/80 Work Schedule including the selection of the work days, work times, and the FDO, shall be done by management based on business needs, subject to the requirements of the applicable M.O.U. and/or sideletter governing the 9/80 Work Schedule.

The City and the Union agree that under certain circumstances, alternative work schedules (9/80, 4/10, and/or modified starting or ending times) may be beneficial to both employees and the City. Employees may request , upon their own initiative, consideration of an alternate schedule and/or FDO based on childcare, alternative commute, school, or other personal issues through the FlexWork Policy or Childcare Personnel Policies.

[*For General, Treatment and Patrol, and Hourly bargaining unit members*: When a change to or from a standard 9/80 work schedule is made at the City's initiative, the City will make every reasonable effort to give the affected employee 30 calendar days notice and the opportunity to apply for accommodation under these policies. All such requests will be considered in good faith, and will not be denied for arbitrary or capricious reasons.]

CHANGES TO SCHEDULE LIMITED:

1. **Changing the Flex Day Off**

Once the FDO is designated, working on the FDO may incur overtime in one or more FLSA workweeks, therefore working on the FDO or making changes to the FDO requires management approval.

Temporary changes to the FLSA workweek and/or the FDO to avoid overtime are not permitted.

2. **Working on the 8 Hour Day**

Once the 9/80 schedule begins, working an alternate schedule on the 8 hour work day may incur overtime liability* in one or more FLSA workweeks. Therefore, altering an employee's schedule on the 8 hour day requires management approval. (*e.g., if an employee scheduled to work from 8-5 comes in 7-4 instead, one work week will incur 1 hour of overtime, and the employee will be short an hour in the next work week and need to use leave balances.)

HOLIDAYS, PERSONAL TIME OFF AND JURY DUTY:

1. **Holidays**

Employees on a 9/80 work schedule who are eligible for holiday pay will be entitled to the same Holiday pay as employees on a 10/80 (40 hour) work schedule. Holiday pay shall remain at eight (8) hours. When a holiday falls on a regular nine (9) hour workday, the employee shall use one (1) hour of personal accrued leave time (vacation, personal leave, or comp time) to make up the ninth hour.

When the holiday is observed on the employee's FDO, the employee will accrue an additional 8-hour holiday day off. If required under the applicable M.O.U., such day off shall be taken within thirty (30) calendar days or shall be compensated at straight pay after the 30th day.

2. Personal Leave and Bereavement Leave

Employees on a 9/80 work schedule who are eligible for personal and/or bereavement leave will be entitled to the same Personal Leave and/or Bereavement pay as employees on a 10/80 (40 hour) work schedule. Personal Leave and Bereavement pay are granted to full-time employees in amounts equivalent to 8 hour days (e.g., the employee will be eligible for a total of up to 32 hours of personal leave and up to 40 total hours of bereavement leave). Personal Leave and Bereavement pay are charged at nine (9) hours for time taken on a scheduled nine hour day and (8) hours for time taken on a scheduled eight hour day.

3. Vacation, Sick, Compensatory Time, PTO, etc.

Time off from work using accrued vacation, sick, PTO, or other paid leave banks will be charged at nine (9) hours for time taken on a scheduled nine hour day. Time off from work on the eight (8) hour work day will be charged at eight (8) hours.

4. Jury Duty

An employee shall not be entitled to jury duty pay, or to overtime pay or compensatory time off for jury duty on the FDO. However, an employee on an absence exceeding one week for jury duty, military duty, etc. may request to temporarily switch back to a regular 10/80 schedule. The transition guidelines below will apply to approval of such request to transition to the 40-hour schedule (Section F2, below) or back from the 40-hour schedule (Section F1, below).

OVERTIME:

1. Overtime Earned

When an overtime-eligible employee is on a 9/80 work schedule, overtime for hours exceeding 40 in a workweek, both under the FLSA and as provided under any applicable M.O.U., will be based on the FLSA workweek. In other words, employees who are eligible for overtime shall receive overtime pay or compensatory time off for hours worked in excess of 36 or 44 hours in their respective scheduled (e.g., Saturday-Friday) calendar workweek.

Employees may also be eligible for overtime or compensatory time for other hours in excess of the regular 9/80 work schedule, as provided under the applicable M.O.U.

2. Overtime Paid

The 9/80 FLSA workweeks will not generally correspond with the City's pay periods. Therefore, where adjustments to overtime compensation cannot be calculated until the completion of the employee's workweek (e.g., when they occur in the last half of the 8 hour day), a one pay period's delay in the employee receiving the additional compensation may occur.

TRANSITIONING TO OR FROM A 9/80 WORK SCHEDULE

When an employee transitions from a 10/80, 4/10, or other 40-hour per week work schedule to a 9/80 work schedule, there will be a change to the beginning of the FLSA workweek. This results in a situation in which 4 hours fall in both the old workweek and the new workweek. The following procedures are designed to avoid an overtime obligation during this change. Any deviation from these procedures must be approved in advance by management.

1. Transitioning to a 9/80 Work Schedule

For a non-management employee, the transition to a 9/80 work schedule will be set to begin during a 36-hour calendar workweek, when an FDO occurs. Four hours in the new FLSA workweek will overlap with the prior 40 hour calendar work week, but because the following calendar week will contain 36 hours, this will result in 40 hours of straight time in the first new FLSA work week.

2. Transitioning to a normal 40 hour Work Schedule

For a non-management employee, the transition back to a normal 40-hour work week (e.g. "10/80" or "4/10") from a 9/80 work schedule will be set to begin the week following a 36-hour calendar work week. This will result in 40 hours of straight time in both the prior FLSA 9/80 work week and the new regular FLSA calendar work week.

While this change will not lead to overtime, this will result in the employee working only 72 hours in the pay period in which the change occurs. Employees must use 4 hours from their available leave banks to make up this time not worked. [To avoid this result, management would need to approve the employee to work an additional 4 hours during that pay period, recognizing that those hours will be paid at the overtime rate.]

APPENDIX F: SALARY SURVEY AGREEMENT

The City will conduct a salary survey to compare the Treatment and Patrol Units compensation to that offered by similar public agencies within the appropriate labor market. All reasonable efforts will be made to conclude the survey 60 days prior to the expiration of the MOU.

Selection and Payment

The survey will be designed by a professional compensation analyst. The City will pay costs related to conducting the salary survey. The City shall have sole authority to choose the compensation analyst, determine the methods to be used in the salary survey, and direct the salary survey; however, a committee of up to 5 Union members (the Union Survey Committee) will be selected by SEIU Local 620 and will be provided with opportunities to consult with and advise both the City and the compensation analyst throughout the process.

Goals

The salary survey will be designed with the goal of determining the base compensation package value that is needed to attract and retain qualified employees for Treatment & Patrol classifications from within the appropriate public sector competitive labor market. Consistent with this philosophy and with the City Charter and the Santa Barbara Municipal Code (as amended), and after feedback and input from the Union survey committee the professional compensation analyst will recommend:

a. An appropriate public sector competitive labor market generally applicable to the City's TAP' classifications;
b. Changes to the benchmark positions the City has used in the past and/or existing internal relationships between 'TAP' classifications;
c. A reasonable means to recognize, or otherwise give consideration to, the relative cost of housing in Santa Barbara.

The Union Survey Committee will be provided the opportunity to review and provide comment on these recommendations before they are finalized. The City shall have the sole authority to approve or disapprove the recommendations of the compensation analyst before data is collected. However, nothing herein shall be construed so as to waive the Union's right to consult on the Survey Goals identified above prior to the collection of the data through the Union survey committee and, or to meet and confer on the results of the salary survey following the data collection.

Comparable Classifications

Only positions for which the actual job duties and scope of responsibility are, in the judgment of the compensation analyst, sufficiently similar to the actual job duties and scope of responsibility of the benchmark City of Santa Barbara classification will be compared. Similarity of job title alone will not qualify a classification for comparison.

Comparable Base Salary

Base salary for the City will be compared to base salary for other agencies as of 60 days prior to the expiration of the MOU.

Comparable Benefits

The comparable compensation package will include, in addition to base salary, the following compensation variables:

i. Applicable retirement formula. The retirement formula will be valued as a percent of base salary as follows:

1. Miscellaneous
   a. 3% at 60: 9.085%
   b. 2.7% at 55: 6.162%
   c. 2.5% at 55: 2.761%
   d. 2% at 55: 0%
   e. 2% at 60: -3.109%
2. Safety
   a. 3% at 50: 0%
   b. 3% at 55: -5.0%
   c. 2% at 50: -10.248%

ii. Retirement Contributions: Any contribution the employer makes to the employee's required contributions to a PERS (or other) defined benefit retirement plan, plus the maximum employer contribution to a deferred compensation plan.

iii. Health Benefit Allowance: The greater of either (a) the maximum cash-equivalent cafeteria plan allowance, or (b) the combined maximum contribution for family medical, dental and vision insurance premiums, including any optional benefit amount that can be used by the employee for this purpose.

In addition, the survey shall take into account the relative cost of housing. The compensation analyst shall propose a value or recommend another reasonable method to give consideration to this variable.

Implementation of Results

Once the survey is completed, the Union survey committee will be given a reasonable opportunity to review and independently verify the data collected prior to the finalization of the survey results.

Unless otherwise mutually agreed upon, a salary inequity for a City of Santa Barbara TAP classification will exist where the monthly comparable compensation package[1] for the benchmark classification is 1% or more below the median compensation package for that position in the comparable labor market. If a salary inequity exits for a benchmark position, the same inequity will be deemed to exist for positions benchmarked to that classification.

Equity adjustments to an individual TAP classification's compensation package to remedy the inequity, if any, will be implemented in addition to any regular across-the-board increases as may be mutually agreed to by the parties during the regular meet and confer process for subsequent MOUs.

[1] "Compensation package means the sum of those salary and benefit variable included in the survey: (1) monthly base salary ; (2) monthly value of retirement formula; (3) monthly retirement contributions; and (4) monthly health benefit contributions.

Appendix G

CITY OF SANTA BARBARA
FISCAL YEARS 2012 AND 2013
MANDATORY UNPAID FURLOUGH PLAN
TREATMENT AND PATROL BARGAINING UNITS

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I. Purpose

The purpose of this mandatory unpaid work furlough plan ("the plan") is to:

- Allow the City to address anticipated revenue shortfalls and increased expenses; 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

This policy applies to all employees in the Treatment and Patrol Bargaining Units.

IV. Declaration and Scheduling of Mandatory Work Furlough

1. **Implementation**: This Mandatory Furlough Plan may be implemented for Fiscal Year 2012 and/or Fiscal Year 2013 without any further duty to meet and confer, subject to the following conditions:

   a. The City Council makes a declaration by Resolution that a reduction in workforce for the coming Fiscal Year is necessary for economic reasons and that a mandatory unpaid work furlough should be implemented.

   b. The mandatory unpaid furlough time does not exceed the number of hours designated for each classification under the Memorandum of Understanding for any affected full-time employee, prorated for part-time employees.

2. **Scheduling of Furlough**:

   a. General Furlough Closure: The City will observe a General Furlough Closure, during which many City offices and operations will be closed. General Furlough Closure periods are tentatively planned to be observed on the dates reflected in the Fiscal Year 2012 Furlough Closure Schedule (see attachment).

   Some employees in operations that are subject to the General Furlough Closure, and in other

operations, will be scheduled to take furlough time off during these furlough closure dates. However, some other employees will be scheduled to work during such closure periods based on City operational needs, or by mutual agreement between the employee and the employee's supervisor.

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 take the furlough time off before no later than the last day of the last full pay period in the fiscal year (June 15, 2012 and June 14, 2013, respectively). Such time off shall be scheduled on the same terms as vacation under the current MOU, and furlough time off will be granted in minimum blocks of 4 hours, absent mutual agreement between the employee and the supervisor.

Provided requests to take furlough time off are received at least 2 weeks in advance and prior to September 30 of each Fiscal Year, management will make good faith efforts to accommodate employee choice whenever practicable.

Groups of employees (not individual employees) who have issues emanating from the furlough may request that the issue be reviewed by a panel consisting of one City representative and one Union representative who shall issue a non-binding advisory opinion to the Department Head.

Management may require employees to use furlough banks before paid vacation or personal leave is taken off. Management reserves the right to schedule an employee to take any unscheduled furlough hours remaining in an employee's bank on or after March 30 of each year based solely on operational need.

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 Voluntary Hours Reduction Requests**: Once this plan is implemented, employees who previously 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 will be provided an opportunity to rescind their voluntary part-time schedule or unpaid leave request.

4. **Work During Furlough**: No employee may perform work for the City when scheduled to be off of work on 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. Pay Mitigation Plan:

a. The wage loss from the mandatory furlough will be distributed evenly over the full fiscal year. 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 15, 2012. Effective the first full pay period in Fiscal Year 2013, beginning on June 16, 2012, 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 2013, ending on June 14, 2013.

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:

(A) 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.

(B) 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 furlough time off and will have his or her pay reduced by an amount equivalent to 1/26th of the total furloughed time for the first 26 pay periods of employment. The employee will be subject to the same mutual reimbursement provisions in Section (1) above, if the employee terminates employment before the 26 pay periods 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 an amount equivalent to 1/26th of the total furloughed time until 26 full pay periods of reduction have been achieved. 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, and personal 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 worked in a workweek) Furlough time will be counted as time worked for purposes of determining overtime eligibility.

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. 5554

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

I HEREBY CERTIFY that the foregoing ordinance was introduced on June 14, 2011, and was adopted by the Council of the City of Santa Barbara at a meeting held on June 21, 2011, by the following roll call vote:

AYES: Councilmembers Dale Francisco, Frank Hotchkiss, Grant House, Randy Rowse, 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 June 22, 2011.

Cynthia M. Rodriguez, CMC
City Clerk Services Manager

I HEREBY APPROVE the foregoing ordinance on June 22, 2011.

Helene Schneider
Mayor