

**AGREEMENT BETWEEN THE CITY OF SANTA BARBARA ("THE CITY") AND THE SANTA BARBARA CITY EMPLOYEES' ASSOCIATION, LOCAL 620 SERVICE EMPLOYEES' INTERNATIONAL UNION, AF OF L, CIO ("THE UNION") REGARDING TERM AND COMPENSATION OF RESIDENT PARKS CARETAKERS**

Whereas, City owns several residential units on City park property that serve as caretaker residences;

Whereas, City wishes to lease such residential units to qualified City employees ("The Caretakers");

Whereas, City and Union wish to document the terms and conditions of the employer-employee relationship incidental to these residential leases;

Now, therefore, City and Union enter into this agreement concerning the terms and conditions of employment of City park caretakers who are represented by Union.

1) **Lease Agreement.** Any Caretaker who is required or allowed to occupy a residential unit on City park property shall execute a lease agreement with the City. The lease agreement shall govern the landlord-tenant relationship between the City and the Caretaker. Any rent charged for the residential unit shall not exceed the maximum amount allowed under section 10 of California Wage Order 4-2001, or any successor wage order (currently \$381.20 per month). Nothing in this Agreement or any Memorandum of Understanding between the City and the Union shall interfere with the enforcement of any of the provisions of the lease agreement between the City and the Caretaker. City and Union do hereby agree that City is not obligated to meet and confer with Union prior to enforcing any provision of the lease agreement including, but not limited to, termination of the lease. Furthermore, the Caretaker shall not have grievance rights regarding the terms, conditions and covenants of the lease agreement.

2) **Letter Agreement.** This Agreement shall govern the employer-employee relationship between the City and Caretaker. The terms of this Agreement shall supplement the terms of any adopted Memorandum of Understanding between City and Union applicable to the Caretaker's employment. The terms of the Lease Agreement do not govern the employer-employee relationship. Incident to their residence in City parks, Caretakers may be required or allowed to perform miscellaneous services ("Caretaker Services") including, but not limited to:

- a. Skofield Park – opening and closing park entrances, custodial services in park restrooms, park monitoring, special event monitoring and responding to security violations by observing and reporting incidents of fire, accidents, vandalism, illegal dumping, unauthorized camping or other illegal or unauthorized activity; protecting park property from damage and receiving comments and complaints from neighbors and park users. Caretaker to conduct a daily site walk of the property and maintain a log of all time spent on caretaker services.
- b. Franceschi Park – opening and closing park entrances, custodial services in park restrooms, park monitoring, and responding to security violations by observing and reporting incidents of fire, accidents, vandalism, illegal dumping, unauthorized camping or other illegal or unauthorized activity; protecting park property from damage and receiving comments and complaints from neighbors and park users. Caretaker to conduct a daily site walk of the property and maintain a log of all time spent on caretaker services.
- c. Douglas Family Preserve – park monitoring, and responding to security violations by observing and reporting incidents of fire, accidents, vandalism, illegal dumping, unauthorized camping or other illegal or unauthorized activity; protecting park property from damage and receiving comments and complaints from neighbors and park users. Caretaker to conduct a daily site walk of the property and maintain a log of all time spent on caretaker services.

3) **Services Only Required During Work Hours, No Standby Time.** All required Caretaker Services shall be assigned as part of the Caretaker's normal work hours. Outside the Caretaker's normal work hours, the Caretaker shall not be required to be on the park property or to be available to perform Caretaker Services at any time. Time spent on park property outside the Caretaker's normal work hours shall not be considered hours worked and shall not be subject to standby pay.

4) **Services Outside Normal Work Hours Permitted.** Notwithstanding the assignment of work hours in section 3 above, if the Caretaker is on the park property outside the Caretaker's normal work hours and the Caretaker becomes aware of a situation that requires immediate attention in order to protect public safety or public or private property, the Caretaker may, but is not required to, attend to the situation. Any such work shall be compensated in accordance with the wage specified in section 5 below. The Caretaker is not entitled to call-back time or shift differential pay for the services described in this section. City reserves the right to prospectively limit the number of hours spent on such caretaker duties outside of normal work hours.

5) **Pay for Services Outside Normal Work Hours.** If the Caretaker performs any Caretaker Services outside the Caretaker's normal work hours, the Caretaker shall be compensated at minimum wage (currently \$6.75) for caretaker services. Overtime will be calculated as required by law based on the employees "weighted average" rate which is determined by dividing total earnings for the workweek, including earnings during overtime hours, at the straight time rate, by the total hours worked during the workweek, including the overtime hours. For example: 40 hours at \$10.00 an hour for regular employment plus 2 hours at \$6.75 an hour as a Caretaker yields an overtime rate of \$9.85 per hour (\$413.50, divided by 42 hours).

6) **Compensation for Services Outside Normal Work Hours Applied First Against Rent.** All compensation for Caretaker Services Outside Normal Work Hours described in Sections 4 and 5 shall first be applied as a credit against the rental value of the Caretaker residence (currently \$381.20). If the rent credit for any calendar month is exhausted, the Caretaker will be compensated for the additional Caretaker Services as a cash payment. If the Caretaker does not perform Caretaker Services equaling the rental value of the Caretaker residence, the remainder of rent will be forgiven by the City.

7) **Caretaker Services Log.** The Caretaker shall keep a detailed log of all Caretaker Services performed. Caretaker shall present a copy of this log to the Caretaker's supervisor monthly.

8) **Three Year Assignment.** Union agrees that the Caretaker assignment (and tenancy) shall generally be limited to a three-year term. At the conclusion of the three-year term, the Parks and Recreation Director may replace the Caretaker with another qualified Parks and Recreation Department employee who is able to perform the essential caretaker functions, or the City and the incumbent tenant may enter into a new three-year assignment and Lease Agreement. **[This section will not apply to Steve Spencer]**