

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE COUNCIL OF THE CITY OF  
SANTA BARBARA ADOPTING THE 2018-2019  
MEMORANDUM OF UNDERSTANDING BETWEEN THE  
CITY OF SANTA BARBARA AND THE SANTA BARBARA  
CITY FIREFIGHTERS' ASSOCIATION

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

SECTION 1. The Memorandum of Understanding between the City of Santa Barbara and the Santa Barbara City Firefighters' Association entered into as of January 1, 2018 and attached hereto and incorporated herein by reference as Exhibit "A" is hereby adopted.

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

**2018- 2019 MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF SANTA BARBARA  
AND  
SANTA BARBARA  
CITY FIREFIGHTERS ASSOCIATION, INC.**

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**THIS AGREEMENT, SIGNED ON \_\_\_\_\_, IS ENTERED INTO AS OF JANUARY 1, 2018 BETWEEN THE CITY OF SANTA BARBARA (HEREINAFTER REFERRED TO AS "CITY") AND THE SANTA BARBARA CITY FIREFIGHTERS ASSOCIATION, INC. (HEREINAFTER REFERRED TO AS "SBCFA" OR "ASSOCIATION").**

Pursuant to Section 3500 et seq. of the Government Code of the State of California, the duly authorized representatives of the City and SBCFA, having met and conferred in good faith over the issues 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:**

**FOR SBCFA:**

\_\_\_\_\_  
Kristine Schmidt, Administrative Services Director

\_\_\_\_\_  
Robert Kendall, Fire Captain

\_\_\_\_\_  
Lee Waldron, Acting Fire Chief

\_\_\_\_\_  
Kevin Hokom, Fire Captain

\_\_\_\_\_  
Sam Ramirez, Human Resources Analyst

\_\_\_\_\_  
Jon Turner, Fire Captain

\_\_\_\_\_  
Graciela Reynoso, Senior Human Resources Analyst

\_\_\_\_\_  
Jeremy Denton, Fire Engineer

\_\_\_\_\_  
Stuart Adams, Counsel

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**1- BENEFITS DURING SICK LEAVE OR AUTHORIZED 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 authorized leave without pay. Employee on leave without pay shall also be responsible for full payment of insurance premiums.

**2- BENEFITS - PART-TIME EMPLOYEES**

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

- i. Cafeteria plan contribution, medical contribution, dental contribution, vision contribution, holiday and other benefits under this Agreement equal to the percent of time regularly scheduled versus a regular full-time (40 hour or 56 hour) schedule rounded up to the nearest ten percent (10%).
- ii. Vacation and sick leave equal to the percent of time actually worked versus a regular full-time (40 hour or 56 hour) schedule rounded up to the nearest ten percent (10%).

**3- BENEFITS - DOMESTIC PARTNERS**

The City shall allow same sex and opposite sex domestic partners dependent coverage under the 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 employee(s) shall be responsible for all tax consequences of this benefit.

**4- BEREAVEMENT LEAVE**

In case of death of a member of an employee's immediate family, a 40-hour employee shall be granted three (3) working days (24 hours) with pay, up to a maximum of five (5) days (40 hours), subject to the approval of the Department Head.

Employees of the Fire Department assigned to shift work shall be granted leave not to exceed two (2) shifts (48 hours) off with pay.

Immediate family is defined as mother, father, brother, sister, spouse, registered domestic partner, child, grandparents by blood or marriage, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchildren by blood or marriage, step family members, or person standing in loco parentis. "In-

law” and “step” relationships shall include the immediate family of a registered domestic partner on the same basis as that of a spouse.

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.

Responsibility for proper administration of this section shall rest with the Fire Chief.

**5- BIWEEKLY PAY PERIOD**

All references to "hours, shifts, or days" may be considered on the basis of "hours per biweekly pay period" through conversion factors providing substantially equal employee benefits.

**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 eligible insurance premium contributions within the meaning of Section 125(d) of the Internal Revenue Code, shall be provided to employees.
- b. Each employee shall be eligible to allocate a discretionary amount of \$232.84 per month.
- c. If medical and dental insurance selections exceed the cafeteria plan allocation in "b" above, the City will pay the difference of these respective insurance premiums up to the amounts in the Medical and Dental Insurance article of this MOU; said excess premium payments cannot be applied to any other element of the cafeteria plan.

**7- CALL BACK**

- a. 40 hour per week employees called back to work from an off-duty status shall be compensated in accordance with the overtime provision of this Agreement.
- b. If an employee is called back to duty on an overtime basis, such employee shall be compensated for no less than two hours overtime.
- c. Call back time commences upon the employee's receipt of the City's request for the employee to return to duty provided the employee promptly departs for his/her designated duty location.

- d. The Fire Chief retains the right to set administrative criteria governing when a fire investigator call-out, or other call back, is warranted and authorized.
- e. Call back is defined as an employee remaining available to return physically to the workplace, at any time outside of normal working hours, and not limited to fielding a call or logging into a computer workstation.

**8- CATASTROPHIC LEAVE**

Employees will be covered by the Citywide Catastrophic Leave Policy, dated September 22, 2016, and incorporated herein by reference. This policy allows employee donation of eligible accrued time off to a coworker dealing with a catastrophic illness or injury to the coworker and/or the coworker's spouse, registered domestic partner, or child.

**9- CERTIFICATE OF ILLNESS**

Section 3.08.170 of the Municipal Code regarding presentation of a physician's statement as proof of illness or sick leave absences, if for more than three consecutive working days, shall be interpreted to mean that such a physician's statement shall be required for absences of more than two consecutive shifts for shift personnel.

Employees may use up to 48 hours of accrued sick leave, or (or the equivalent of 6 months of sick leave accrual) per calendar year for the diagnosis, care or treatment of an existing health condition or preventative care (e.g. medical appointments) of a child, parent, spouse, domestic partner, child of a domestic partner of the employee, grandparents, grandchildren, siblings and parents-in-law, as provided under state law.

An employee's use of the first one-half of paid sick leave in a calendar year for any qualifying reason, is considered "Protected Sick Leave." As such, no physician's statement is required for sick leave utilized during this period.

**10- CONDUCT UNBECOMING OF A FIREFIGHTER (CUB-F)**

Firefighters are emergency responders held to a higher standard of behavior than ordinary employees because they respond to serious health and safety matters and at times may enter private property or residences. While off duty, firefighters shall not behave in a manner, or undertake actions that, reasonably considered, undermine the efficiency, cohesiveness, morale, or mission of the Department.



**11- CONFERENCE ATTENDANCE**

SBCFA representatives shall be permitted not more than an aggregate total of eight (8) shifts (192 hours) of time off with pay to attend conferences or seminars related to SBCFA activities for each fiscal year (July 1 - June 30). Such attendance is subject to approval of the Fire Chief.

**12- DEPENDENT CARE**

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

**13- DISABILITY RETIREMENT**

An employee found physically or mentally incompetent to perform his/her regular duties, even with a reasonable accommodation of a disability, shall be terminated pursuant to City Charter Section 1007 or retired, if eligible, pursuant to State law and City regulations. An employee eligible to retire for non-industrial disability shall be entitled to use a maximum of 180 days (2,160 hours for shift personnel and 1,440 hours for 40-hour per week employees) sick leave benefits prior to the date the employee is eligible for retirement benefits. In no case shall an industrially injured employee be entitled to use sick leave benefits.

**14- DISCIPLINARY ACTION**

The City may provide the option of forfeiture of vacation time in lieu of taking other disciplinary action pursuant to Charter Section 1007 and enabling ordinances.

**15- DRIVER'S LICENSE**

Employees shall perform all activities necessary to maintain a Class 'C' or equivalent driver's license on their own time and at their own expense. The cost of any additional required driver's licenses, or the certificates or examinations necessary to obtain such licenses, shall be paid by the City. On-duty time, at the Fire Department's convenience, shall be provided for required testing and/or examinations.

## **16- DRUG AND ALCOHOL TESTING POLICY**

Employees in the job classifications of Administrative Fire Captain, Fire Captain, Fire Engineer, Firefighter, and Fire Inspector I, II and II are covered by the "City of Santa Barbara Drug and Alcohol Testing Policy for Fire Unit Employees" dated September 2000.

## **17- EDUCATIONAL REIMBURSEMENT**

- a. Educational Reimbursement Program: Employees shall be eligible for tuition reimbursement through the City of Santa Barbara's Educational Reimbursement Program.
- b. Fire Service Education Travel Expenses and Promotional Study List Materials: The Fire Department will provide up to a \$400 reimbursement per fiscal year for the costs of lodging, meals, and mileage for fire service related courses, as outlined in the Standard Operating Procedures Manual, that are satisfactorily completed and receive the prior written reimbursement approval of the Fire Chief. Reimbursement for the costs of books on the current Fire Engineer and Fire Captain promotional study list, but not eligible for reimbursement under the Educational Reimbursement Program, will also be permitted. The policies regarding reimbursement under this section shall be established by the Fire Chief and become part of the Santa Barbara City Fire Department's Standard Operating Procedures Manual. Reimbursement for lodging, meals and mileage shall be based upon the City of Santa Barbara Travel and Expense Reimbursement Policy for City Employees. The \$400 per year available under this section will be accrued on July 1st of each fiscal year, up to a maximum ongoing accrual of \$800."

## **18- GRIEVANCE PROCEDURE**

- 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 practices and working conditions. Grievances shall not include disagreements regarding employment (including promotional) exams, disciplinary action, performance evaluations, probationary terminations, and items subject to meet and confer.
- b. Employees shall be assured freedom from reprisal for using the grievance procedure.

- c. Grievances shall be invalid unless filed within thirty (30) calendar days of the date the alleged grievable activity occurred or the employee could reasonably have known of its occurrence.
- d. Step One - Immediate Supervisor. Any employee who has a grievance shall first try to get it settled through discussion with his immediate supervisor without undue delay. Every effort shall be made to find an acceptable solution at the lowest possible level of supervision.
- e. Step Two - Fire Chief. If after such discussion the employee does not believe the grievance has been satisfactorily resolved, he may file a formal appeal in writing to the Fire Chief within ten (10) calendar days after receiving the informal decision of his immediate supervisor. Fire Chief shall render his written decision and comment to the employee within ten (10) calendar days after receiving the appeal.
- f. Step Three - Mediator. If, within fifteen (15) calendar days after receipt of the written decision of the Fire Chief the employee is still dissatisfied, he or she may request the services of a mediator from the State Mediation and Conciliation Service.
- g. Step Four - City Administrator. If within fifteen (15) calendar days after the mediation process has been completed, or if mediation was not requested within fifteen (15) calendar days after receipt of the written decision of the Fire Chief, and the employee is still dissatisfied, he may appeal the decision to the City Administrator. Such appeal shall be made by filing a written appeal with the City Administrator. The City Administrator shall review the decision of the Fire Chief, and his/her decision, which shall be rendered within twenty-five (25) working days after the appeal is made, shall be final. The City Administrator may request the advice of the Board of Civil Service Commissioners in any grievance proceeding, but he/she shall not be bound to follow any recommendation of the Board.
- h. 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 Fire Chief or City Administrator appeal levels. Employees may be represented by counsel or other person at any stage in the grievance process. For purposes of this Article "working days" refers to days in which the City Hall is open for business.
- i. 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 Fire Chief shall be filed directly with the Administrative Services Director who shall provide a written response within ten (10) working days.

An employee may appeal the response of the Administrative Services Director. The employee's appeal shall be handled in accordance with the procedures in steps three and four above.

- j. Complaints regarding performance evaluation (non-grievable) may be discussed with next highest level of supervision above the individual initiating the evaluation and taken to Fire Chief for final review.
- k. Examinations for employment and promotions shall not be grievable but shall be protested in accordance with approved administrative policy. City will consult with SBCFA prior to adopting and amending said policy.

#### **19- HAZARDOUS MATERIALS TEAM ASSIGNMENT**

Any employee holding the rank of Firefighter, Fire Engineer, or Fire Captain who holds either a Hazardous Materials Technician Certificate or a Hazardous Materials Specialist Certificate from the State of California shall be paid in addition to his/her salary range an increase of either five percent (5%) for a Hazardous Materials Technician Certificate or seven percent (7%) for a Hazardous Materials Specialist Certificate while assigned to the Hazardous Materials Team.

#### **20- HEALTH INSURANCE FOR UNIT MEMBERS' SURVIVORS**

The City shall maintain and pay for the existing level of insurance benefits for up to twelve (12) months for the surviving family of a unit member who dies in the line of duty, or for such greater period of time required by state or federal law.

#### **21- HOLIDAY COMPENSATION**

Employees shall be eligible to receive holiday time at the general employee holiday and personal leave schedule for 40-hour employees, and six and one-half (6-1/2) twenty-four hour shifts (156 hours) per year for shift personnel.

Each employee will have the option to receive holiday compensation earned during the payroll year in time off or cash, or any combination thereof. Cash-out will be at the straight time rate of pay at the same time and in the same manner as the vacation cash-out process. Cash-out must be taken at the end of the same payroll year in which the holiday time was accrued. An employee who does not cash-out holiday pay accrued during the year must bid to take the time off in the next year, and will not later be eligible to cash-out this time in lieu of taking time off.

Holiday time for suppression personnel shall be taken annually only in conjunction with vacation unless otherwise authorized by the Fire Chief.

## **22- HOLIDAY- ILLNESS OR INJURY**

When an employee is assigned to work on a day which is a holiday for said employee and by reason of illness or job-related illness or injury is unable to work as assigned, such employee shall not be charged with a loss of holiday time in addition to sick leave or injury leave.

An employee unable to work due to extended illness or injury may cash-out holiday time through the holiday/vacation cash-out process at the end of the payroll year by notifying the department of the employee's desire to do so in writing prior to December 15 of the payroll year. Cash-out must be taken at the end of the same payroll year in which the holiday time was accrued. An employee who does not cash-out holiday pay accrued during the year must bid to take the time off in the next year, and will not later be eligible to cash-out this time in lieu of taking time off.

## **23- IMPLEMENTATION OF MOU**

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

An employee will be eligible for any increases to salaries and benefits that were effective prior to adoption of this Agreement, retroactive to the effective dates specified, if the employee was an active City employee and bargaining unit member on the date that the City Council ratified the Agreement.

## **24- INDUSTRIAL LEAVE**

The City shall not deduct either State or Federal withholding taxes from Labor Code Section 4850 payments as long as that practice remains in accordance with the law and the employee is receiving 4850 payments for the entire biweekly pay period. Employees will hold harmless the City of Santa Barbara for any tax or other consequences that may arise from not deducting taxes in accordance with this provision.

## **25- LAYOFF PROCEDURE**

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

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

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

## **26- LEAD CAPTAIN AND LEAD FIREFIGHTER ASSIGNMENT**

Any employee holding the rank of Fire Captain and assigned responsibility as Fire Station #1 Lead Captain shall be paid in addition to his/her salary range an increase in pay equal to ten percent (10%).

Any employee holding the rank of Firefighter and assigned responsibility as Fire Rescue Truck Lead Firefighter shall be paid in addition to his/her salary range an increase of seven and one-half percent (7.5%).

## **27- LIFE INSURANCE**

The City will provide a term life insurance policy in the amount of \$75,000 covering the employees only, with equal accidental death and dismemberment coverage.

## **28- LOSS CONTROL SUPPORT (SAFETY)**

- a. The City and SBCFA will 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.
- b. Any safety courses the employees are required to take will be provided on City time with pay.
- c. The City will conduct a Safety Program on City time for the purpose of educating the employees concerning the provisions of the Occupational Safety & Health Act as well as the City safety policies.
- d. SBCFA will 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.
- e. Both the City and SBCFA recognize the need and will strive to reduce the number of industrial injuries among the employees.
- f. The City will either provide all safety equipment 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 may include, but not be limited to, safety shoes, safety glasses, helmets, gloves,

safety boots, life jackets, and all related safety items. The City will purchase wildland boots for new employees only. The City shall retain the right to determine the minimum specifications of the safety equipment, procurement, procedures, and limitations and exclusions.

## **29- MAINTENANCE OF BENEFITS**

- a. All benefits (other than direct wages) as provided by ordinances, resolutions, and City Charter, in existence at the commencement of this Agreement, shall not be diminished, lessened, altered or reduced except as may be herein provided for the duration of the Agreement.
- b. Wage adjustments as provided for from time to time by ordinance, resolution, or City Charter, as such may be amended in accordance with this Agreement, shall also continue for the duration of this Agreement.
- c. 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**

This section is to be interpreted in a manner consistent with applicable laws and with due regard for the provisions of this Agreement.

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 the Fire Department, 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.

### **31- MATERNITY/PARENTAL LEAVE**

An employee may request to take pregnancy and/or parental leave as provided under the City's "FMLA/CFRA Family Care and Medical Leave Policy", "Maternity Leave Policy", and/or "Parental Leave Policy, or as provided under state or federal law.

### **32- MEAL CONTRIBUTION**

Employees are required by the City as a condition of employment to contribute financially to meals in the Fire Station at a charge equal to the value of the meal, irrespective of whether the employee chooses to eat the meal. Employees shall be solely responsible for any financial or tax liability regarding this provision. Accordingly, the City shall be held harmless from any such liability. The City also shall not be responsible for maintaining any records or providing administration regarding this provision.

### **33- MEDICAL AND DENTAL INSURANCE**

For the length of this Agreement the City will pay 100% of the premium for medical insurance for the employee only up to a maximum monthly amount of \$1412.70.

Should the amount of "employee only" premium be less than the dollar limits herein described, the difference between the "employee only" premium and said dollar amount limits shall be applied to employee dependent medical coverage, if any.

Effective January 1, 2015, for an employee enrolled in a PPO plan that is coordinated with a Health Savings Account (HSA), the City will match the employee's contribution to the HSA on a dollar-for-dollar basis, not to exceed a maximum City contribution of \$50.00 per month, provided however that the total combined employer and employee amount will not exceed the annual indexed allowable HSA contribution limits. Effective January 1, 2016, this amount will be increased to a match not to exceed \$75.00 per month.

For the length of this Agreement the City shall pay 100% of the premium for dental insurance coverage for the employee only up to a maximum monthly amount of \$52.00.

The dental insurance shall provide for payments based upon 100% of reasonable and customary charges. The City will update dental schedule to reflect current, usual, customary, and reasonable charges in the Santa Barbara area.



The City retains full and complete control over the selection, approval, and administration of insurance programs to include selection of the carrier, insurance contract renewal, and changes in program specifications.

The City will administer the medical plans option and the City will provide a vision care option for unit employees.

#### **34- MEDICAL AND FITNESS EXAMINATIONS**

The City shall continue to provide a program of annual medical exams for unit employees regularly assigned to the Hazardous Materials Response Team (HAZMAT); as well as, continuing a program of periodic fitness exams for all unit employees. The City retains full and complete control over these programs.

The City will provide voluntary medical examinations with a provider agreed to between the Association and the Fire Chief for employees who do not receive an annual HAZMAT exam, at cost not to exceed \$18,000 annually to the City. Medical examinations will be provided for eligible employees not more frequently than every two years, on a first-come-first-served basis, unless otherwise agreed between the Association and the Fire Chief.

The parties will reopen negotiations, upon either party's 30 day prior written notice to the other, with regard to implementing a health and/or fitness maintenance program, which may establish requirements to demonstrate minimum job-related levels of health and/or fitness, and/or establish a program to reward employees for achieving and maintaining such level of fitness.

#### **35- MEETING AND CONFERRING**

Meeting and conferring over the renewal or continuation of this Agreement shall be initiated at the request of either party after September 1 of the last year of this Agreement, but not later than October 1 of the last year of this Agreement. Every effort will be made to reach an agreement prior to the expiration of this Agreement.

#### **36- MINIMUM STAFFING**

For the duration of the Agreement, subject to the requirements of Article X, Section 1008 of the City Charter, the City agrees to initially maintain the following minimum staffing levels:

- a. The minimum staffing requirements of the Department shall be as follows:
  - (1) For Non-ARFF suppression, 25 sworn fire suppression personnel per shift within the City, not including sworn management, consisting of 7 engine companies and 1 truck company. Each engine company shall be comprised of one Fire Captain, one Fire Engineer and one Firefighter. The truck company shall be staffed

- with one Fire Captain, one Fire Engineer, and two Firefighters.
- (2) For the Aircraft Rescue and Fire Fighting (ARFF) Suppression Company, there will be 3 sworn fire suppression personnel per shift, comprised of one Fire Captain and two Fire Engineers.
  - (3) Staff on mutual aid of a duration of 12 hours or less will be included in the above numbers, in which case back filling shall be at the discretion of the Fire Chief.
  - (4) Employee assigned and paid in an “acting” capacity on a shift will be included in the above numbers at the acting rank. As provided under the department’s Standard Operating Procedure “Overtime/Mandate”, acting employees will only be assigned where not enough personnel of the needed rank have made themselves available to work. City acknowledges that it is not its intent to permanently staff vacancies at the Engineer or Captain rank with acting employees. Out of classification work shall not exceed ten (10) consecutive shifts unless operational needs require a longer duration. The ten (10) consecutive shifts may be extended if operational needs require an extension and after the City has met and consulted with the Association.
  - (5) For the Prevention Bureau there shall be a minimum of 6 authorized positions on the official list of authorized positions. The City Council may direct that these positions, if vacated by the incumbent employee for reasons other than an involuntary termination, remain unfunded and unfilled without violating this section.
  - (6) There shall also remain a Training Captain position on the official list of authorized positions. The City Council may direct that this position, if vacated by the incumbent employee for reasons other than an involuntary termination, remain unfunded and unfilled without violating this section, however it is the intent of this section for the Training Captain position remain funded and filled if fiscal conditions permit.

b. If the City Council exercises its rights under Article X, Section 1008 of the City Charter, or otherwise discontinues the minimum staffing levels in Section 3(a), as outlined above, without the express written consent of the Association:

- (1) The City will give the Association a minimum of 60 days written notice prior to the effective date of the change to minimum staffing (the “change date”), and
- (2) In the event the Association believes that such intended action will affect the safety or workload of affected employees, it shall so advise the City, whereupon the City and the Association shall meet and confer in good faith over the impacts of the change, Such meeting and conferring, however, shall not prevent the City from implementing the staffing change on an interim basis not less than 60 days after notice to the Association, but prior to the conclusion

of negotiations over the impacts of the change.

c. Prior to making a decision to “contract out” work currently being performed by ARFF Suppression staff, the City will provide notice to the Association and the opportunity to meet and confer over both the decision and the effects of such decision.

d. If the City Council exercises its rights under Article X, Section 1008 of the City Charter, or otherwise discontinues the minimum staffing levels in Section 34(a)(ii) Non-ARFF Suppression, Section 34(a)(v) Prevention, or Section 34(a)(vi) Training Captain, without the express written consent of the Association the City will prospectively increase salaries across-the-board by 3%. This subsection “d” shall not apply to a reduction in ARFF Suppression staffing.

### **37- MODIFIED DUTY**

a. The City’s Modified Work Program, which can be found in Chapter 4 and in Appendix 20 of the Injury and Illness Prevention Program (IIPP), shall apply to members of the Association.

b. The following provisions will apply to temporary modified duty assignments at the Fire department.

(1) Industrial Injury/Illness

i. The Fire Chief or his/her designee will coordinate all modified duty assignments for industrial injury or illness.

ii. An employee unable to work due to an industrial injury or illness shall immediately notify the on-duty Battalion Chief whenever there is a change to the employee’s work restrictions.

iii. An employee shall immediately make himself or herself available to return to available modified duty upon authorization by the treating physician.

iv. Refusal by an employee with a job related injury or illness to accept a modified duty assignment under the work restrictions approved by the treating physician may result in loss of compensation and benefits under California Worker’s Compensation law and/or Labor Code §4850, consistent with applicable law.

v. An employee on modified duty will not be denied normal promotional or training opportunities based on his or her modified duty status.

vi. Modified duty assignments will be scheduled as follows, unless otherwise scheduled by the Fire Chief:

A. Short term: For modified duty of less than three weeks (21 consecutive calendar days) the employee will work 8:00 a.m. to 5:00 p.m. on the regularly assigned shift.

B. Long term: For modified duty of more than three

weeks, the employee will be converted to a 40-hour work week (typically four 10-hour days).

(2) Non-Industrial Injury/Illness

i. The Fire Chief may consider requests for a voluntary modified duty assignment from an employee who sustains a non-industrial injury/illness.

ii. If approved, a fire department employee will work a modified duty assignment in lieu of using sick leave or other disability benefits.

iii. For all non-industrial injury or illness the employee will be converted to a 40-hour work week (typically four 10-hour days).

iv. The Fire Chief may end any such modified duty assignment at his or her sole discretion.

**38- MUNICIPAL CODE CHANGES**

During the term of this Agreement the City and the SBCFA shall meet and confer with regard to any City proposed updates to Municipal Code Title 3 to reflect current practices.

**39- NO STRIKE OR LOCKOUT**

a. During the term of this Agreement, the City will not lockout employees and SBCFA will not engage in labor practices detrimental to providing services to the citizens of Santa Barbara or detrimental to the interests of the City; nor will SBCFA sanction, support, condone, approve, or engage in any strike, sick-in, slow-down, work stoppage, or speed-up. All matters of controversy coming within the scope of this Agreement will be settled by established grievance procedures.

b. Violation of the above shall be just cause for disciplinary action including termination.

c. City and SBCFA will not breach the terms of this Memorandum of Understanding or commit any unfair labor practices during the term of this Agreement.

**40- NON-DISCRIMINATION**

a. The provisions of this Agreement shall be applied equally to all employees covered herein without favor or discrimination because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, pregnancy, age, sexual orientation, political or religious affiliations, union membership, or military and veteran status.

- b. The City and SBCFA will 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.
- c. The taking of FMLA leave, or other leaves of absence protected under state and federal law, will not be used as a negative factor in employment actions, such as hiring, promotions, or disciplinary actions, nor will such leave be counted as a negative factor under attendance policies, provided that the employee has complied with any and all notice and proof requirements applicable to such leave.
- f. Repeated discourteous treatment by any City employee of fellow coworkers may be reported to the supervisor or Human Resources. Such behavior, or retaliation against a coworker for reporting such behavior in good faith, may subject the employee to corrective action up to and including discipline.
- g. Complaints may also be made under the terms of the Citywide Violence in the Workplace Policy (contained in the Injury and Illness Prevention Program) or Non-discrimination and Harassment Policy, as appropriate.

#### **41- OUT-OF-CLASSIFICATION WORK**

- a. Suppression Employees. When a certified employee has worked out-of-classification, the certified employee shall be compensated at the rate of the higher classification while the out-of-classification work continues.

Compensation for working out-of-class shall be as follows:

- (1) Firefighters working as Acting Engineer, and Engineers working as Acting Captain:

The lowest salary step of the higher classification that is at least 5% above the employee's current base pay.

(2) Firefighters working as Acting Captain:

The lowest salary step of the higher classification that is at least 10% above the employee's current base salary.

For the purposes of this subsection, an out-of-classification assignment is defined as the full-time performance of all the duties of an authorized, funded, permanent, full-time position in one classification by an employee in a position in another classification. Credit or pay for out-of-classification work shall accrue in half or full shift increments only.

- b. An employee assigned to work as a Battalion Chief shall be compensated at the greater of either minimum base salary assigned to that class or at least receive a 15% (fifteen percent) increase in base salary (up to maximum of range) for each full shift or day the employee is assigned such work.
- c. Prevention Employees. Working a Fire Prevention employee out-of-classification that is not certified as an Inspector II or III will occur only to meet the work requirements within the City and that such out-of-classification work will terminate 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. When an employee with certification has worked out-of-classification, the certified employee shall be compensated at the rate of the higher classification while the out-of-classification work continues.

For purposes of this subsection, an out-of-classification assignment is defined as assignment by the Fire Chief 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 subsection to compensate employees for assigned out-of-class work which extends beyond fifteen (15) consecutive or thirty (30) work days in any one calendar year.

#### **42- OVERTIME/FAIR LABOR STANDARDS ACT (FLSA)**

- a. All unit members are exempt under the provisions of the 7K exemption of the Fair Labor Standards Act (FLSA).
- b. Suppression employees shall be on a 24-day work period.
- c. Overtime compensation for employees shall be as follows:
  - (1) Suppression Employees. Suppression employees shall be compensated at time and one-half their regular rate of pay for all hours worked in excess of 182 hours in a 24-day work period. Paid leave time shall count as time worked for purposes of this section. All emergency call back and hold over time shall be compensated at time and one-half.
  - (2) Prevention Employees. Prevention employees shall be compensated at one and one-half times their regular rate of pay for all hours worked in excess of their regularly scheduled shift and/or in excess of 40 hours per week. Paid leave time shall count as time worked for purposes of this section.
- d. Hourly rates for suppression employees shall be based on the established biweekly salary divided by 112 hours.
- e. Employees assigned to fire watch overtime hours (e.g. movie sets, concerts) will be paid at time plus one-half.
- f. Emergency callback overtime is paid from time of notification to time of departure from the station or other assigned reporting site. Other overtime, including but not limited to scheduled and mandated overtime, is paid from arrival to until departure from the station or other assigned reporting site.
- g. Comp Time may be earned and used as follows:
  - 1. Employees shall have the option to be compensated by CTO for any portion of overtime worked at a time and one-half CTO rate, subject to a CTO accrual limit of 108 hours for suppression employees and 60 hours for prevention employees. Unless employees specifically designate CTO compensation for overtime worked, employees will receive monetary compensation for such overtime.
  - 2. Effective July1, 2018, employees will be limited to no more than 120 hours of compensatory time used as paid time off in any fiscal year.
  - 3. CTO shall be taken off under the same policies and procedures that govern vacation including the ability to utilize when an employee attends fire-related training.

4. An employee may also request, in the same manner as vacation time, to utilize CTO beyond the maximum five employees per shift if sufficient staffing will be available. The availability of sufficient staffing will be determined by the department at 0630 hours on the day of intended use. The employee requesting the CTO will be responsible for calling the department between 0630 and 0700 hours on the day of intended use to see if the CTO request is granted.
  5. In limited circumstances, the department may approve a greater accrual of CTO as follows: 1) Suppression employees may be approved to accrue up to 144 CTO hours for use to attend scheduled, fire-related training and classes; or 2) An employee who has had to deplete his/her vacation time to extend a recovery period due to sickness or off-duty injury may be approved to accrue up to 144 CTO hours.
- h. Members that respond to emergencies outside of the City's jurisdiction will be paid "portal to portal" while in the course of their employment and assigned to an emergency incident, or pre-positioned for emergency response outside of the City's jurisdiction.

#### **43- PAYROLL DEDUCTIONS**

The City will continue deducting monies from payroll and remit same to SBCFA as authorized by employee payroll deduction authorizations in accordance with present policy. Any changes in dues deductions shall be subject to indemnification of the City by SBCFA.

SBCFA will meet and confer at the City's request regarding the addition or deletion of other payroll deductions.

#### **44- PREMIUM PAY FOR USE OF SPANISH LANGUAGE SKILLS**

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

Employees receiving such premium pay may be required to show continued proficiency as demonstrated by an annual recertification exam that is the same as the initial qualifying exam.

Employees who are off-duty for an extended period of time due to illness or injury (including industrial-related illness or injury) and are designated by the Fire Chief to take the exam, may take the test to establish proficiency in Spanish language skills; however, he or she will not begin receiving the premium pay until they return to active duty.



#### **45- PROBATIONARY PERIOD**

The City may extend the probationary period upon written agreement of the employee. A consecutive period of time served by an employee in an acting capacity immediately prior to his/her regular appointment to the position shall be applied to the one year probationary period.

In addition, any period of ten (10) or more shifts served by an employee in an acting capacity within the six (6) months immediately prior to promotion shall be credited to the employee's probationary period.

#### **46- RETIREE MEDICAL INSURANCE CONTRIBUTION**

- a. This provision is applicable to employees who retire from City service on or after July 1, 1994, and
  1. Have 15 or more years of classified or unclassified service; or
  2. Retire from City with an industrial disability.
- b. For employees who retire on or after the date this Agreement is ratified by the City Council, the City shall contribute \$10.00 per month, per year of service up to a maximum of 35 years (i.e., \$350.00/month) towards the purchase of medical insurance for the retiree and his/her spouse or registered domestic partner, if applicable.

Employees who retire from the City with an industrial disability shall receive a minimum contribution based upon 15 years of service, or actual years of service, whichever is greater.

- 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 or registered domestic partner 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).

#### **47- RETIREMENT**

- a. Classic Employee For employees who are “Classic” employees under the Public Employees Retirement System (PERS):
  - (1) The City shall provide the 3% at age 50 PERS retirement formula for Fire safety employees.
  - (2) The employee will pay the full member contribution.
  - (3) Classic employees will pay an additional cost share amount as follows:
    - i. Effective June 23, 2018, “Classic” employees under CalPERS will pay an additional 1.5% to CalPERS as cost-sharing under section 20516 (f), the “MOU Method,” of cost-sharing. This amount will be in addition to the 9% member contribution, for a total employee contribution of 10.5%.
    - ii. To the extent allowable by CalPERS, and consistent with the results of any required member election, these contributions will be tax-deferred and credited to the member account through the “Amendment Method” of cost-sharing. The City agrees to use reasonable haste to determine the eligibility of the cost-share under the amendment method, and to conduct any administrative processes necessary to achieve such amendment.
  - (4) The City shall provide One-Year Highest Compensation pursuant to Section 20042 of the California Government Code.
- b. PEPRA Employee Effective January 1, 2013, “New” Fire Safety members as defined by California Public Employees’ Pension Reform Act of 2013 (hereinafter “PEPRA Employees) will be covered under the 2.7% at 57 Safety retirement formula, with a final compensation measurement period of the average of the highest three (3) consecutive years, as well as all other statutory requirements.. Effective January 1, 2013, new employees and/or members as defined by statute shall contribute half the normal cost for benefits, as defined by statute; the City will not pay any portion of these employees’ required contributions.
- c. For both “Classic” and “PEPRA” PERS members:
  - (1) The City shall provide Post-Retirement Survivor Allowance to Continue After Remarriage pursuant to Section 21635 of the California Government Code. This provides that if the surviving spouse remarries on or after January 1, 1985, the Post-Retirement Survivor Continuance will not cease. This section will apply on account of remarriages that occur on and after the contract inclusion date for survivors or contracting agency members.

- (2) The City shall provide Increased Level of 1959 Survivor Benefits pursuant to Section 21572 of the California Government Code. This benefit allows the City to provide 25% higher levels of 1959 Survivor Benefits than the level one benefits provided under section 21571 of the California Government Code.
  - (3) Suppression employees will have fifty-six (56) hours of regular salary reported to PERS.
  - (4) The City shall provide for employees to convert unused accumulated sick leave to additional PERS service credit at the time of retirement. (Government Code Section 20965).
  - (5) The City's contract with PERS shall provide that Fire Inspectors I, II and III shall be designated as safety employees for purposes of retirement. (Government Code Section 20433).
- d. Notwithstanding the above, the unclassified classification of Firefighter-Entry shall be enrolled in the CalPERS Miscellaneous retirement plan and subject to the contribution requirements applicable to the Miscellaneous plan.

**48- SALARIES**

- a. The compensation which shall be paid to fire personnel shall be in accordance with Section 1211 (b) of the City Charter as amended.
- b. Further, the City agrees to provide employees with a minimum 5% increase in base salary upon promotion up to the maximum of the salary provided in the salary range for the position.
- c. The following across-the-board increases will go into effect as indicated:

Effective Date	Base Salary Increase
January 6, 2018	1.9%
June 23, 2018	0.9%
January 5, 2019	1.1%

**49- SBCFA ACCESS TO WORK LOCATIONS**

- a. SBCFA officers or employees shall be permitted reasonable access to work locations for the purpose of processing grievances or contacting members concerning issues of wages, hours, or terms and conditions of employment. Work locations will not be entered without the knowledge and consent of the Chief Officer on duty. Access shall not interfere with normal department operations or established safety or security requirements.

- b. Solicitation of membership and activities concerning SBCFA internal management shall not be conducted during working hours without the consent of the Fire Chief. The right to solicit members and conduct SBCFA activities shall not be unreasonably withheld if said activities are conducted during non-scheduled activity hours.
- c. SBCFA shall submit requests to the Chief or his designee at least twenty-four (24) hours in advance of its desire to conduct a SBCFA meeting on City property. The Fire Chief or his designee has the discretion to approve any request but may not withhold approval unreasonably. The Fire Chief's response to SBCFA will be made within a reasonable time so that SBCFA can make other arrangements if necessary.

#### **50- SBCFA BULLETIN BOARDS**

The Association may furnish a bulletin board at each main work location for the conduct of Association business. The size and location of the boards must be approved by the City. All materials to be posted on such bulletin board shall be non-defamatory, must be approved and signed by an Association official and shall be used only for information related to the following subjects: Association recreational, social and related news bulletins, meeting notices, election notices and results, and other official Association business such as Committee reports.

#### **51- SCOPE OF THE BARGAINING UNIT**

The bargaining unit will represent all employees in the classifications of Firefighter – Entry, Firefighter, Fire Engineer, Fire Captain, Fire Inspector I, Fire Inspector II and Fire Inspector III.

#### **52- SERVICE BETTERMENT PAY (EDUCATION)**

The former City Service Betterment Pay Plan was eliminated January 1, 1977.

#### **53- SHIFT TRADES**

Employees may voluntarily exchange work shifts or any portion of a shift with 24 hours advance notice and approval from the Fire Chief or designated representative. Employees exchanging shift time shall be of equal rank.

The City and Fire Department are not responsible for shift exchange arrangements made between employees. Outstanding shift exchange paybacks are the responsibility of the individual employee.

#### **54- SICK LEAVE**

Employees shall be eligible to accrue sick leave at the rate of 12 days (144 hours for shift personnel and 96 hours for 40-hour per week employees) per year. Sick leave may be accumulated up to a maximum of 180 days (2,160 hours for shift personnel and 1,440 hours for 40-hour per week employees). Sick leave may be used for the diagnosis, care or treatment of the employee's existing health condition or preventative care (e.g. medical appointments). Employees may also use sick leave if they are a victim or domestic violence, sexual assault, or stalking, as provided under state law. In no case shall sick leave be used in lieu of or in addition to vacation or industrial injury/illness leave.

An employee's use of the first one-half of paid sick leave in a calendar year (72 hours for Shift personnel and 48 hours for 40-hour per week employees) for any qualifying reason, is considered "Protected Sick Leave." As such, no physician's statement is required for sick leave utilized during this period. Thereafter, Section 3.08.170 of the Municipal Code regarding presentation of a physician's statement as proof of illness or sick leave absences, of for more than three consecutive working days, shall be interpreted to mean that such a physician's statement shall be required for absences of more than two consecutive shifts for shift personnel.

Employees may use up to 6 days (72 hours for Shift personnel and 48 hours for 40-hour per week employees) of accrued sick leave per calendar year for the diagnosis, care or treatment of an existing health condition or preventative care (e.g. medical appointments) of a child, parent, spouse, domestic partner, child of a domestic partner of the employee, grandparents, grandchildren, siblings and parents-in-law, as provided under state law.

#### **55- STANDBY PAY**

When department management assigns 40 hour per week prevention employees to be on standby duty, the employees shall be compensated and governed by the following:

- a. Employees shall be ready to respond to calls for their services.
- b. Employees shall be readily reachable by telephone or paging device.
- c. Employees shall remain within sixty minutes travel time from Santa Barbara City.
- d. Employees shall refrain from activities which might impair their ability to perform their assigned duties.

The hourly standby pay amount will be \$5.41 per hour.

Employees shall not accrue standby pay simultaneously with overtime pay.

**56- STATION MAINTENANCE**

Employees shall be responsible for interior and exterior day-to-day routine maintenance necessary to maintain cleanliness of fire stations, related buildings and appurtenant grounds. Any additional work other than that which is necessary to maintain cleanliness shall not be required unless mutually agreed by the Association and the City.

**57- STEP INCREASE PLAN**

- a. Entry Level Firefighters shall be appointed at the A step. Entry level personnel shall be eligible for a salary step increase to the B step upon satisfactory completion of a probationary period of one year and a "probationary firefighters examination."
- b. Further step increases through the salary range shall require, in addition to satisfactory performance, a period of one year of actual service in each step.

**58- TERM OF AGREEMENT**

The term of this Memorandum of Understanding is for one and one half (1.5) years commencing on January 1, 2018 and expiring on June 30, 2019.

**59- UNAUTHORIZED LEAVE/SUSPENSION**

No sick leave, vacation, or holiday time shall accrue or be paid during any period of unauthorized leave or suspension. Should the suspension later be overturned, employee shall receive "back" pay and benefits that would have accrued to the employee as if the suspension had not taken place.

## **60- UNIFORM ALLOWANCE**

- a. The City shall provide employees in the bargaining unit an annual uniform allowance of \$595 per full year that provides the entire City contribution for maintenance, cleaning and replacement of any authorized uniforms. Payment of the uniform allowance will be paid to employees who are on the payroll during the pay period ending two (2) weeks prior to the payday on which the uniform allowance is paid in June or December of each year. Payment will be made in a separate check, one-half (\$297.50) in December and one-half (\$297.50) in June, per the following schedule:

June 8, 2018

December 7, 2018 and June 7, 2019

- b. Newly hired employees will receive the full annual uniform allowance upon their commencement of employment with the City. Following twelve (12) months of employment, employees will receive their uniform allowance pursuant to the provisions of paragraph 'a' above.
- c. The Fire Department's dress, fatigue and physical fitness exercise uniforms are for official on-duty use only and are not to be mixed with personal clothing or worn off-duty. Any use of fire equipment or the wearing of the Fire Department uniform by fire personnel not on duty will only occur with the express permission of the Fire Chief or designee.
- d. The Fire Department will exchange uniforms destroyed in the line of duty.
- e. The City will clean employee turnouts as needed.

## **61- VACATION**

- a. The following vacation schedule shall apply to shift personnel:
  - 0 - 9 years continuous service accrues at 11 days (132 hours) per year.
  - 10 years continuous service & over accrues at 17 days (204 hours) per year.
- b. Employees assigned to 40-hour work week prevention function shall receive the general employees vacation schedule.
- c. Vacation hours bid in any vacation year must be taken by the end of that vacation year or the employee will cease accruing vacation, unless the employee elects to cash-out "unscheduled" vacation time pursuant to paragraph "e" below. It shall be the employees' responsibility to monitor their vacation accrual and schedule their unbid vacation days. Said limitation on accumulation of vacation hours shall not apply if scheduled

vacations are canceled by the City for emergencies or canceled due to illness, injury or personal emergencies of employees. All vacation hours carried over due to the cancellation of a scheduled vacation shall either be taken or cashed in by the end of the following vacation year.

- d. Employees may maintain a bank of unbid vacation hours not to exceed their previous year's accrual. These unbid vacation hours may be taken with prior scheduling and approval by the City consistent with the staffing needs of the department.

Each year an employee must bid sufficient vacation hours so that his/her unbid hours do not exceed an amount equal to his/her previous year's vacation accrual.

- e. If a 40-hour employee takes a minimum of 80 hours of vacation during a payroll year, that employee is eligible to cash out any remaining vacation time. If a 56-hour employee takes a minimum of 96 hours of vacation during a payroll year, the employee is eligible to cash out any remaining "unscheduled" vacation time. Cash-outs of vacation time shall occur annually in conjunction with the vacation scheduling process.
- f. Vacations shall be scheduled in accordance with Municipal Code Chapter 3.08. A maximum of four (4) employees per shift may schedule vacation, holiday, or compensatory time off during any vacation year.

Effective with the 2008 vacation year, a 5<sup>th</sup> employee may be scheduled for vacation, holiday, or compensatory time off during any shift. The 5th slot will be available for bid during the normal 2008 vacation bid process. Once the vacation bid period is complete, an employee may request to use unbid vacation for an available 5th slot, provided he/she arranges to cover his/her own shift under the practice commonly referred to as a "wild card process".

Based on unforeseen operational impacts of the new 5th vacation slot and following informal consultation with the Association to explore alternatives, the Fire Chief may require that an employee requesting to take vacation in the 5th slot during the annual bid process must arrange to cover his/her own shift under the wild card process.

- g. The City retains the right to cancel scheduled time off during emergencies.

## **62- WAIVER**

Except as otherwise provided in this Agreement, each party voluntarily and unqualifiably 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. Nothing in the foregoing however, shall preclude the



parties from meeting and consult during the term of this Agreement on matters of mutual concern. Such meeting and consulting shall be by mutual consent only.

Nothing in this Agreement shall in any way diminish the rights of the employees, the City, or the SBCFA 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.

## **63- WORK SCHEDULES**

### **a. Suppression Employees**

(1) Suppression employees shall be regularly scheduled to work a 48/96 schedule. The following will apply to employees on a 48/96 work schedule:

- i. A duty shift will be a period of 24 consecutive hours, starting at 0800 hours one day and continuing to 0800 hours the next day. A scheduled rotation will occur after 2 shifts (48 hours), followed by 96 hours off. This will result in 10 hours of scheduled overtime per 24-day FLSA work period.
- ii. During the month of December annually, a "holiday black-out period" will be imposed wherein no vacation time off will be authorized between December 22nd and December 25th. However, a supervisor may approve an employee's use of vacation time off during this period if the employee arranges his or her own relief coverage.
- iii. Except for off-district assignments through mutual aid or unusual circumstances, such as a local disaster, after 96 continuous duty hours an employee may request a minimum 12-hour period off duty for safety reasons before the employee returns to any duty. The Fire Chief or his/her designee also has the discretion to limit continuous duty to 96 hours for safety reasons.
- iv. Vacation, comp-time, holiday, and sick leave may be scheduled only in blocks of 12 or 24 hours, except as required by state, local or federal law.

(2) City shall designate the employee's work week and may change an employee to a 40-hour week by providing 30 calendar days advance notice unless mutually agreed by employee and City or unless unanticipated circumstances, other than discipline or retraining, necessitate lesser notice in order to maintain service levels and normal activities. The 30 calendar day notice will not apply to an employee whose schedule changes when starting or ending a temporary modified duty assignment.

(3) Any firefighter, fire engineer, or fire captain that is either:

- i. Assigned by the Fire Chief or his/her designee to a 40-hour work schedule while on mandatory temporary modified duty due to an industrial illness or injury; or
- ii. Designated by the Fire Chief to work in an administrative capacity on a schedule of 40 hours a week to meet the needs of the City,

will receive a biweekly “administrative assignment pay”. The biweekly amount will be approximately equal to 3 hours at the straight time hourly rate of pay for an employee in the same job classification, but assigned to a 56-hours per week schedule.

The purpose of this pay will be to maintain a salary for the employee on a 40-hour per week administrative assignment that is approximately equal to that of an employee assigned to a 56-hour per week schedule. Any previous practice designed to achieve this salary equivalency will be discontinued. An employee assigned to a 40-hour schedule at his or her own request (e.g., due to a non-industrial illness or injury) will not be eligible for administrative assignment pay.

(4) If the City desires to change the regular work schedule, it shall notify the Association and provide it the opportunity to meet and confer.

b. Prevention/Investigation Employees

Employees shall be regularly scheduled to work an average 40-hour work week and shall receive a minimum of two (2) consecutive days off subject to emergency call back, overtime or standby. The City shall designate the employees' work week.

c. Moving from 40-hour to 56-hour shift

When an employee moves from a 40 hour shift to a 56 hour shift, and vice versa, no conversion shall be made to the hours in the employee’s accrued leave banks. An employee may use previously accrued vacation on an hour-for-hour basis. However, the employee will begin accruing leave at the new rate applicable to that new schedule