

**CITY OF SANTA BARBARA
CITY COUNCIL**

Marty Blum

Mayor

Dale Francisco

Mayor Pro Tempore

Das Williams

Ordinance Committee Chair

Roger L. Horton

Finance Committee Chair

Iya G. Falcone

Grant House

Helene Schneider



James L. Armstrong

City Administrator

Stephen P. Wiley

City Attorney

City Hall

735 Anacapa Street

<http://www.SantaBarbaraCA.gov>

**MARCH 17, 2009
AGENDA**

ORDER OF BUSINESS: Regular meetings of the Finance Committee and the Ordinance Committee begin at 12:30 p.m. The regular City Council meeting begins at 2:00 p.m. in the Council Chamber at City Hall.

REPORTS: Copies of the reports relating to agenda items are available for review in the City Clerk's Office, at the Central Library, and <http://www.SantaBarbaraCA.gov>. In accordance with state law requirements, this agenda generally contains only a brief general description of each item of business to be transacted or discussed at the meeting. Should you wish more detailed information regarding any particular agenda item, you are encouraged to obtain a copy of the Council Agenda Report (a "CAR") for that item from either the Clerk's Office, the Reference Desk at the City's Main Library, or online at the City's website (<http://www.SantaBarbaraCA.gov>). Materials related to an item on this agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office located at City Hall, 735 Anacapa Street, Santa Barbara, CA 93101, during normal business hours.

PUBLIC COMMENT: At the beginning of the 2:00 p.m. session of each regular City Council meeting, and at the beginning of each special City Council meeting, any member of the public may address the City Council concerning any item not on the Council's agenda. Any person wishing to make such address should first complete and deliver a "Request to Speak" form prior to the time that public comment is taken up by the City Council. Should City Council business continue into the evening session of a regular City Council meeting at 6:00 p.m., the City Council will allow any member of the public who did not address them during the 2:00 p.m. session to do so. The total amount of time for public comments will be 15 minutes, and no individual speaker may speak for more than 1 minute. The City Council, upon majority vote, may decline to hear a speaker on the grounds that the subject matter is beyond their jurisdiction.

REQUEST TO SPEAK: A member of the public may address the Finance or Ordinance Committee or City Council regarding any scheduled agenda item. Any person wishing to make such address should first complete and deliver a "Request to Speak" form prior to the time that the item is taken up by the Finance or Ordinance Committee or City Council.

CONSENT CALENDAR: The Consent Calendar is comprised of items that will not usually require discussion by the City Council. A Consent Calendar item is open for discussion by the City Council upon request of a Councilmember, City staff, or member of the public. Items on the Consent Calendar may be approved by a single motion. Should you wish to comment on an item listed on the Consent Agenda, after turning in your "Request to Speak" form, you should come forward to speak at the time the Council considers the Consent Calendar.

AMERICANS WITH DISABILITIES ACT: In compliance with the Americans with Disabilities Act, if you need special assistance to gain access to, comment at, or participate in this meeting, please contact the City Administrator's Office at 564-5305 or inquire at the City Clerk's Office on the day of the meeting. If possible, notification at least 48 hours prior to the meeting will enable the City to make reasonable arrangements in most cases.

TELEVISION COVERAGE: Each regular City Council meeting is broadcast live in English and Spanish on City TV Channel 18 and rebroadcast in English on Wednesdays and Thursdays at 7:00 p.m. and Saturdays at 9:00 a.m., and in Spanish on Sundays at 4:00 p.m. Each televised Council meeting is closed captioned for the hearing impaired. Check the City TV program guide at www.citytv18.com for rebroadcasts of Finance and Ordinance Committee meetings, and for any changes to the replay schedule.

ORDER OF BUSINESS

- 12:00 p.m. - Special Finance Committee Meeting, David Gebhard Public Meeting Room, 630 Garden Street
- 2:00 p.m. - City Council Meeting

SPECIAL FINANCE COMMITTEE MEETING - 12:00 P.M. IN THE DAVID GEBHARD PUBLIC MEETING ROOM (120.03)

Subject: Review Of Financial And Reserve Policies

Recommendation: That the Finance Committee continue discussion of the City's financial and reserve policies and the related recommendations of the Infrastructure Financing Task Force.

REGULAR CITY COUNCIL MEETING – 2:00 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CEREMONIAL ITEMS

1. **Subject: Proclamation Declaring March 16 - 21, 2009, As Teen Appreciation Week (120.04)**

CHANGES TO THE AGENDA

PUBLIC COMMENT

CONSENT CALENDAR

2. **Subject: Minutes**

Recommendation: That Council waive the reading and approve the minutes of the regular meeting of February 24, 2009, and the special meeting of February 27, 2009.

3. **Subject: Introduction Of Ordinance For Lease Agreement With MAG Aviation Fuel For A Self-Service Fueling Operation (330.04)**

Recommendation: That Council:

- A. Approve and authorize, contingent on approval of a zoning change, the Airport Director to execute a five-year Lease Agreement, with one five-year option, with MAG Aviation Fuel (MAG), a partnership, for operation of a self-service fueling operation at 1600 Cook Place, at the Santa Barbara Airport, for a monthly base rental of \$675 or \$0.05 per gallon fuel flowage fees, whichever is greater; and
- B. Introduce and subsequently adopt, by reading of title only, An Ordinance of the Council of the City of Santa Barbara Approving, Contingent on Approval of a Zoning Change, a Five-Year Lease Agreement, With One Five-Year Option, With MAG Aviation Fuel, a Partnership, for Operation of a Self-Service Fueling Operation at 1600 Cook Place, at the Santa Barbara Airport, Commencing Upon Construction of the Facility.

CONSENT CALENDAR (CONT'D)

4. Subject: Resolution Authorizing Submission Of A Grant Application For Stimulus Funds For Wastewater (540.13)

Recommendation: That Council adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara Authorizing the City Administrator to Submit a Financial Assistance Grant Application to the State of California Water Resources Control Board for the Planning, Design, and Construction of FOG (Fats, Oils and Grease) and Food Waste Biofuel Conversion and Headworks Screening Projects at El Estero.

5. Subject: Set A Date For Public Hearing Regarding Appeal Of Planning Commission Approval For 1900 Lasuen Road - El Encanto Hotel And Garden Villas (640.07)

Recommendation: That Council:

- A. Set the date of April 28, 2009, at 2:00 p.m. for hearing the appeal filed by Marc Chytillo, Attorney representing Jan and Joanna von Yurt, Robert and Elizabeth Leslie, and Farrokh and Sally Nazerian of the Planning Commission approval of an application for property owned by Orient Express Hotels, Trains & Cruises and located at 1900 Lasuen Road, El Encanto Hotel and Garden Villas, Assessor's Parcel No. 019-170-022, R-2/4.0/R-H, Two Family Residential/4 Units per Acre/Resort-Residential Hotel Zones, General Plan Designation: Residential, 3 Units per Acre. The proposed project is a Revised Master Plan consisting of 1) a predominantly underground utility distribution facility and surface valet parking lot with operations facility below; 2) Mission Village, consisting of 5 cottages with valet parking garage below; 3) Cottages 27 and 28, which were previously approved and eliminated; and 4) a swimming pool with a fitness center below. The discretionary applications required for this project are various Modifications, Development Plan Approvals and a Transfer of Existing Development Rights; and
- B. Set the date of April 27, 2009, at 1:30 p.m. for a site visit to the property located at 1900 Lasuen Road.

6. Subject: Set A Date For Public Hearing Regarding Appeal Of Single Family Design Board Approval For 3455 Marina Drive (640.07)

Recommendation: That Council set the date of May 19, 2009, at 2:00 p.m. for hearing the appeal filed by Don Santee, Ronald Green, Michael Moore and Kitch Wilson, of the Single Family Design Board Final Approval with conditions of an application for property owned by the Silva Family Trust and located at 3455 Marina Drive, Assessor's Parcel No. 047-022-004, A-1/SD-3 Single Family Residence and Coastal Overlay Zones, General Plan Designation: Residential, 1 Unit per Acre. The proposed project involves construction of a one-story single-family residence including a three-car attached garage.

CONSENT CALENDAR (CONT'D)

NOTICES

7. The City Clerk has on Thursday, March 12, 2009, posted this agenda in the Office of the City Clerk, on the City Hall Public Notice Board on the outside balcony of City Hall, and on the Internet.

This concludes the Consent Calendar.

REPORT FROM THE FINANCE COMMITTEE

CITY COUNCIL ADMINISTRATIVE AND ATTORNEY REPORTS

CITY ADMINISTRATOR

8. **Subject: Introduction Of Ordinances For Memorandum Of Understandings And Salary Plans For TAP Unit, Hourly Unit, Supervisors Unit, And Unrepresented Managers (Fiscal Year 2009 - Fiscal Year 2011) (440.02)**

Recommendation: That Council:

- A. Ratify the Memorandum of Understanding between the City and the Service Employees' International Union, Local 620, Airport and Harbor Patrol Officers' and Treatment Plants' Bargaining Units, for the period of October 1, 2008, through September 30, 2010, by introduction and subsequent adoption of, by reading of title only, An Ordinance of the Council of the City of Santa Barbara Adopting the Memorandum of Understanding Between the City of Santa Barbara and the Patrol Officers' and Treatment Plants' Bargaining Units (TAP Units);
- B. Ratify the Memorandum of Understanding between the City and the Service Employees' International Union, Local 620, Hourly Employees' Bargaining Unit, for the period of November 1, 2008, through December 31, 2010, by introduction and subsequent adoption of, by reading of title only, An Ordinance of the Council of the City of Santa Barbara Adopting a Memorandum of Understanding Between the City of Santa Barbara and the Hourly Employees' Bargaining Unit;
- C. Ratify the Memorandum of Understanding between the City and the Santa Barbara City Supervisory Employees' Bargaining Unit for the period of January 10, 2009, through January 9, 2011, by introduction and subsequent adoption of, by reading of title only, An Ordinance of the Council of the City of Santa Barbara Adopting the Memorandum of Understanding Between the City of Santa Barbara and the Santa Barbara City Supervisory Employees' Bargaining Unit (Supervisors' Unit); and

(Cont'd)

CITY COUNCIL ADMINISTRATIVE AND ATTORNEY REPORTS (CONT'D)

CITY ADMINISTRATOR (CONT'D)

8. (Cont'd)

- D. Introduce and subsequently adopt, by reading of title only, An Ordinance of the Council of the City of Santa Barbara Setting Forth and Approving a Salary Plan for Unrepresented Managers and Professional Attorneys for the period of July 1, 2008, through December 31, 2010, and a Salary Plan for Sworn Fire Managers and Unrepresented Sworn Police Managers for the period of July 1, 2008, through June 30, 2010.

9. Subject: South Coast Gang Task Force Leadership Council - Designation Of City Council Representative (140.07)

Recommendation: That the Council designate the Mayor to be the City Council's representative on the Leadership Council of the South Coast Gang Task Force and the Mayor Pro Tempore as the alternate.

COUNCIL AND STAFF COMMUNICATIONS

COUNCILMEMBER COMMITTEE ASSIGNMENT REPORTS

CLOSED SESSIONS

10. Subject: Conference With Labor Negotiator (440.05)

Recommendation: That Council hold a closed session, per Government Code Section 54957.6 to consider instructions to City negotiator Kristy Schmidt, Employee Relations Manager, regarding negotiations with the General employees' bargaining units regarding changes to salaries and benefits contained in the existing labor agreement.

Scheduling: Duration, 45 minutes; anytime

Report: None anticipated

11. Subject: Public Employee Performance Evaluation - Government Code Section 54957 (170.01)

Recommendation: That Council hold a closed session for a Public Employee Performance Evaluation per Government Code Section 54957.

Title: City Administrator

Scheduling: Duration, 40 minutes; anytime

Report: None anticipated

ADJOURNMENT

CITY OF SANTA BARBARA
FINANCE COMMITTEE
SPECIAL MEETING AGENDA

DATE: March 17, 2009

TIME: 12:00 p.m.

PLACE: David Gebhard Public Meeting Room
630 Garden Street

Roger L. Horton, Chair

Helene Schneider

Iya Falcone

James L. Armstrong
City Administrator

Robert D. Peirson
Finance Director

ITEM TO BE CONSIDERED:

Subject: Review Of Financial And Reserve Policies

Recommendation: That the Finance Committee continue discussion of the City's financial and reserve policies and the related recommendations of the Infrastructure Financing Task Force.



CITY OF SANTA BARBARA

FINANCE COMMITTEE AGENDA REPORT

AGENDA DATE: March 17, 2009
TO: Finance Committee
FROM: Administration Division, Finance Department
SUBJECT: Review Of Financial And Reserve Policies

RECOMMENDATION:

That the Finance Committee continue discussion of the City's financial and reserve policies and the related recommendations of the Infrastructure Financing Task Force.

DISCUSSION:

On March 3rd the Committee briefly began a review of the City's reserve and financial policies as first established in 1995 by the adoption of Resolution Nos. 95-156 and 95-157 and the associated recommendations of the Infrastructure Financing Task Force (IFT). Staff distributed copies of the 1995 resolutions, the recommendations of the IFT and extensive information compiled by the rating agency Moody's Investors Service (Moody's) on the reserve levels of California cities. The Moody's information presents cities' fund balances (reserves) over a multi-year period and provides a benchmark against which we can compare our reserve levels.

At this meeting, staff would like to focus specifically on the reserve policy and whether the current policy should be amended or reaffirmed in its current form. Staff will present summarized information extracted from the Moody's data as well as survey results on the adopted reserve policies of other California cities.

As the Committee knows, the 1995 reserve policy calls for maintaining a reserve equal to 25% of the operating budget. The 25% is comprised of an emergency reserve of 15% and a budget reserve of 10%. In addition, the policy calls for a General Fund capital reserve of \$1 million. Both the emergency reserve (~\$16.5 million) and the capital reserve are fully funded to policy levels. The budget reserve, which under the policy should be at approximately \$10.5 million, currently stands at just less than \$1 million.

When reviewing the reserve policy, it is important to understand that the City's financial practices have changed in a number of important ways since 1995. For example, several years ago, the City started fully funding depreciation on all vehicles, including expensive fire apparatus. Until this change, vehicle replacement was funded strictly on a pay-as-you-go basis. Now, each department is required to budget "rent" for each of their vehicles. The rent proceeds are set aside so that when the time comes to replace the vehicle, the replacement is fully funded. These vehicle replacement reserves are maintained in a separate vehicle replacement fund – not the General Fund - and have not been counted

as part of the General Fund's available reserves despite the fact that they really are. The General Fund's vehicle replacement reserve currently stands at approximately \$1.5 million. At the time the reserve policy was established, there was no such vehicle replacement reserve and the General Fund reserves were expected to cover this contingency as well.

There are other examples of changed financial practices that are worth noting and staff will go over those at the meeting. And although staff will not be seeking any decisions or formal direction from the Committee at this meeting, some preliminary staff recommendations will be presented to the Committee for consideration including reserve levels, ways to restore reserves to full policy levels and ways to establish increased capital funding.

SUBMITTED BY: Robert D. Peirson, Finance Director

APPROVED BY: City Administrator's Office



PROCLAMATION

TEEN APPRECIATION WEEK
March 16 – 21, 2009

WHEREAS, today, teens are confronted with the challenges incidental to youth as well as the many challenges facing our society; and

WHEREAS, in spite of these challenges, Santa Barbara is filled with teens who are setting a positive example and who are making invaluable contributions to our community and our society with their remarkable talents, energies and voluntary services; and

WHEREAS, youth leaders, such as the Santa Barbara Youth Council, ADAP Teen Coalition, Future Leaders of America, Friday Night Live Clubs, and others, through their enthusiasm, creativity and fresh perspective, are a natural resource and help for city leaders in making a difference for the community at large; and

WHEREAS, it is appropriate and vital that we reinforce this positive behavior and commitment among teens, instilling in them a sense of responsibility and appreciation; and,

WHEREAS, on this 2nd anniversary of the opening of the Twelve35 Teen Center, we acknowledge and celebrate the input, advocacy and community services of our teens.

*NOW THEREFORE, I, MARTY BLUM, by virtue of the authority vested in me as Mayor of the City of Santa Barbara, California, do hereby proclaim the week of March 16 – 21, 2009, as **TEEN APPRECIATION WEEK** and encourage all residents to celebrate a teen through your understanding, respect and gentle reassurance to them and through your participation this week in all appropriate activities that celebrate teens and the positive ways they contribute to our community.*

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Santa Barbara, California, to be affixed this 17th day of March, 2009.

Marty Blum
MARTY BLUM, MAYOR





CITY OF SANTA BARBARA CITY COUNCIL MINUTES

REGULAR MEETING February 24, 2009 COUNCIL CHAMBER, 735 ANACAPA STREET

CALL TO ORDER

Mayor Marty Blum called the joint meeting of the Council and the Redevelopment Agency to order at 2:00 p.m. (The Finance Committee met at 12:30 p.m. The Ordinance Committee, which ordinarily meets at 12:30 p.m., did not meet on this date.)

PLEDGE OF ALLEGIANCE

Mayor Blum.

ROLL CALL

Councilmembers present: Iya G. Falcone, Dale Francisco, Roger L. Horton, Grant House (2:01 p.m.), Helene Schneider, Das Williams (2:01 p.m.), Mayor Blum.

Councilmembers absent: None.

Staff present: City Administrator James L. Armstrong, City Attorney Stephen P. Wiley, Deputy City Clerk Brenda Alcazar.

PUBLIC COMMENT

Speakers: Bob Hansen, Lazarus, Ruth Wilson, Julie Cooper.

ITEMS REMOVED FROM CONSENT CALENDAR

6. Subject: Adoption Of Ordinance For Ten-Year License Agreement With The Santa Barbara Youth Sailing Foundation (330.04)

Recommendation: That Council adopt, by reading of title only, An Ordinance of the Council of the City of Santa Barbara Approving a Ten-Year License Agreement With the Santa Barbara Youth Sailing Foundation, Effective March 26, 2009, for a 2,500 Square-Foot Water Space in Marina 1, at an Initial Rent of \$595 Per Month.

(Cont'd)

6. (Cont'd)

The title of the ordinance was read.

Motion:

Councilmember Schneider/Mayor Blum to approve the recommendation;
Ordinance No. 5481; Agreement No. 22,998.

Vote:

Unanimous roll call vote (Abstentions: Councilmember Falcone).

4. Subject: Adoption Of Ordinance For 535 E. Montecito Street, Los Portales Specific Plan (SP-10) (660.04)

Recommendation: That Council adopt, by reading of title only, An Ordinance of the Council of the City of Santa Barbara Adopting a Specific Plan for the Los Portales Specific Plan Area ("SP-10 Zone") for Property Located at 535 E. Montecito Street, Assessor's Parcel Number 031-351-010.

The title of the ordinance was read.

Motion:

Councilmembers Williams/Schneider to approve the recommendation;
Ordinance No. 5479.

Vote:

Majority roll call vote (Noes: Councilmember Francisco, Mayor Blum).

CONSENT CALENDAR (Item Nos. 1 - 3, 5, 7 – 12, 14 and 15)

CITY COUNCIL

The titles of the ordinances and resolutions related to the Consent Calendar were read.

Motion:

Council/Agency Members Schneider/Williams to approve the Consent Calendar as recommended.

Vote:

Unanimous roll call vote.

1. Subject: Minutes

Recommendation: That Council waive the reading and approve the minutes of the regular meeting of February 3, 2009.

Action: Approved the recommendation.

2. Subject: January 2009 Investment Report (260.02)

Recommendation: That Council accept the January 2009 Investment Report.

Action: Approved the recommendation (February 24, 2009, report from the Finance Director).

3. Subject: Adoption Of Ordinance For Airport Zoning Map Revision - 1600 Cecil Cook Place (640.09)

Recommendation: That Council adopt, by reading of title only, An Ordinance of the Council of the City of Santa Barbara Amending Title 29 of the Santa Barbara Municipal Code to Rezone 9.04 Acres of Airport Approach and Operations Zone (A-A-O) to Aviation Facilities Zone (A-F) in the Coastal Zone at the Santa Barbara Municipal Airport.

Action: Approved the recommendation; Ordinance No. 5478.

5. Subject: Adoption Of Ordinance To Approve Property Transfer For Highway 101 Operational Improvements Project (670.07)

Recommendation: That Council adopt, by reading of title only, An Ordinance of the Council of the City of Santa Barbara Approving and Authorizing the City Administrator to Execute the Property Transfer Agreement with the State of California Department of Transportation, and Subsequently, Subject to Review and Approval by the City Attorney, to Execute Any Deeds to Provide for the Transfer of Certain Properties Owned in Fee by the City of Santa Barbara Required for the State Highway Route 101 Milpas Street to Hot Springs Road Operational Improvements Project, and Accepting the Ownership in Fee of Certain Non-Freeway Properties to be Relinquished by the State of California Department of Transportation, Underlying and Adjacent to the Roundabout at Milpas Street, Now Existing Adjacent to State Highway.

Action: Approved the recommendation; Ordinance No. 5480; Agreement No. 22,997.

7. Subject: Amendment To The Position And Salary Control Resolution For Fiscal Year 2009, Eliminating The Assistant Community Development Director Position (410.06)

Recommendation: That Council adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara Amending Resolution No. 08-061, the Position and Salary Control Resolution for Fiscal Year 2009, Affecting the Housing and Redevelopment Division of the Community Development Department Effective March 7, 2009.

Action: Approved the recommendation; Resolution No. 09-010 (February 24, 2009, report from the Community Development Director; proposed resolution).

8. Subject: Renewable Energy Secure Communities (RESCO) Grant Application (540.13)

Recommendation: That Council adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara Authorizing the City Administrator to submit a Renewable Energy Secure Communities (RESCO) Grant Application to the California Energy Commission (CEC) for \$2 Million to Initiate the Design and Installation of Renewable Energy Projects at the El Estero Wastewater Treatment Plant, Cater Water Treatment Plant, and the Airport.

Action: Approved the recommendation; Resolution No. 09-011 (February 24, 2009, report from the City Administrator; proposed resolution).

9. Subject: Acceptance And Appropriation Of Federal Aviation Administration Airport Improvement Program Grant Offer For Santa Barbara Airport (560.04)

Recommendation: That Council:

- A. Accept and authorize the Airport Director to execute, on behalf of the City, FAA Grant Offer of \$1,347,262 in Airport Improvement Program (AIP) funds for Project No. AIP-3-06-0235-039-2009 for Phase I, Construction of a New Airline Terminal Building;
- B. Increase appropriations and estimated revenue by \$1,418,170 in the Airport's Grants Fund for Phase I, Construction of a New Airline Terminal Building, to be funded from Federal Aviation Administration Airport Improvement Program (AIP) Grant No. 03-06-0235-39-2009, including the City's 5% match portion (\$70,908); and
- C. Increase appropriations in the Airport Operating Fund by \$70,908 for the transfer of the City's matching portion funded from available reserves.

Action: Approved the recommendations (February 24, 2009, report from the Airport Director).

10. Subject: Authorization For Agreement For Legal Services Related To The Cabrillo Bridge Replacement Project (530.04)

Recommendation: That Council authorize the City Administrator to execute a professional services agreement, subject to review and approval of the form of the agreement by the City Attorney, with the law firm of Best, Best Krieger, LLP (BBK), in the not-to-exceed amount of \$50,000 for special legal services to the City on matters related to the Cabrillo Bridge Replacement Project (Project).

Speakers:

Staff: City Attorney Stephen Wiley.

Action: Approved the recommendation; Agreement No. 22,999 (February 24, 2009, report from the Public Works Director).

11. Subject: Professional Services For Design Of Headworks Screening Replacement Project At El Estero Wastewater Treatment Plant (540.13)

Recommendation: That Council authorize the Public Works Director to execute a contract with Carollo Engineering (Carollo) in the amount of \$396,494 to design a replacement Headworks screening, conveyance, and washer compactor system for influent wastewater flow into the El Estero Wastewater Treatment Plant (EEWTP), and authorize the Public Works Director to approve expenditures up to \$40,000 to cover cost increases that may result from unanticipated changes to the scope of work.

Speakers:

Staff: Wastewater System Manager John Schoof.

Action: Approved the recommendation; Contract No. 23,000 (February 24, 2009, report from the Public Works Director).

12. Subject: Community Promotion Contract With Spirit Of '76 (230.02)

Recommendation: That Council authorize the Finance Director to execute a Community Promotion contract with Spirit of '76 in an amount of \$12,500 to commence on March 15, 2009, and terminate on August 30, 2009, according to the terms of the contract.

Action: Approved the recommendation; Contract No. 23,001 (February 24, 2009, report from the Finance Director).

REDEVELOPMENT AGENCY

Agenda Item No. 13 appears in the Redevelopment Agency minutes.

14. Subject: Increase Change Order Authority For Fire Station No. 1 Seismic Renovation Project (700.08)

Recommendation:

- A. That the Redevelopment Agency (RDA) Board authorize the expenditure of \$303,595 from the RDA's Fire Station No. 1 Emergency Operation Center (EOC) Account to fund the construction of an EOC as part of the Fire Station No. 1 Seismic Renovation Project (Project), for a total Project cost of \$6,974,209; and
- B. That Council approve additional change order expenditure authority for the Fire Station No. 1 Seismic Renovation Project, Contract No. 22,798, in the amount of \$260,000 to cover the cost of the EOC construction, bringing the total construction cost to \$4,737,559.

Action: Approved the recommendations (February 24, 2009, joint report from the Community Development Director/Deputy Director, the Public Works Director and the Fire Chief).

NOTICES

15. The City Clerk has on Thursday, February 19, 2009, posted this agenda in the Office of the City Clerk, on the City Hall Public Notice Board on the outside balcony of City Hall, and on the Internet.

This concluded the Consent Calendar.

REPORT FROM THE FINANCE COMMITTEE

Finance Committee Chair Roger L. Horton reported that the Committee met to discuss the Redevelopment Agency Fiscal Year 2009 Interim Financial Statements and the City's January 2009 Investment Report, both of which were approved as part of this agenda's Consent Calendar (Item Nos. 13 and 2, respectively). The Committee also heard a report on financing of the Airport Terminal Project; a recommendation that the City proceed with the award of bids on the project will be forwarded to the full Council at a future date.

MAYOR AND COUNCIL REPORTS

16. Subject: Strategies To Address Community Issues Related To Homelessness In The City Of Santa Barbara (660.04)

Recommendation: That Council:

- A. Approve, as a package, the twelve recommended strategies outlined in Strategies to Address Community Issues Related to Homelessness in the City of Santa Barbara;
- B. Authorize the Council Subcommittee on Homelessness and Community Relations to reconvene within 60 days to review and approve an assessment protocol, as developed by staff, which will define a process for measuring the effectiveness of the recommended strategies; and
- C. Direct staff to implement the recommended strategies and return to the Council in twelve months with a status report.

Documents:

- February 24, 2009, report from the Council Subcommittee on Homelessness and Community Relations.
- February 24, 2009, PowerPoint presentation made by Councilmembers Falcone, Francisco and Schneider.

Speakers:

- Staff: Deputy Chief of Police Frank Mannix.

(Cont'd)

16. (Cont'd)

Speakers (Cont'd):

- Members of the Public: Lazarus; Bob Hansen; Bill Collyer, Downtown Organization; Linda Miller, Homes on Wheels; Kathy Janega-Dykes, Santa Barbara Conference and Visitors Bureau; Barbara Allen, Casa Esperanza; Julie Cooper; Maureen Earls, CLUE (Clergy and Laity United for Economic Justice); Ken Tischer; David Damiano, Downtown Organization; John Buttny, 10-Year Plan to Address Chronic Homelessness; Steve Hyslop, Greater Santa Barbara Lodging and Restaurant Association; Steve Cushman, Santa Barbara Chamber of Commerce; Mike Jordan; Bonnie Donovan; Nancy McCradie; Pam Webber; Ruth Wilson.

Motion:

Councilmembers House/Schneider to approve the recommendations.

Vote:

Unanimous voice vote.

RECESS

Mayor/Chair Blum recessed the meeting at 3:59 p.m. in order for the Council/Board to reconvene in closed session for Agenda Item No. 18, and stated that no reportable action is anticipated.

CLOSED SESSIONS

Agenda Item No. 17 appears in the Redevelopment Agency minutes.

18. Subject: Conference With Real Property Negotiators (330.03)

Recommendation: That Council and the Redevelopment Agency Board hold a joint closed session to consider instructions to its negotiators regarding real property negotiations for the possible lease of real property owned by the City of Santa Barbara and of real property owned by the Santa Barbara Metropolitan Transit District (MTD), to the Redevelopment Agency. Instructions to negotiators will direct staff regarding the price and terms of a possible lease of the MTD-owned property (1020 Chapala Street, Assessor's Parcel Number 039-281-040) and the City-owned property (9 West Figueroa Street, Assessor's Parcel Number 039-281-041) to the Redevelopment Agency. Negotiations are held pursuant to the authority of Section 54956.8 of the Government Code. Staff negotiators will be David Gustafson, Housing and Redevelopment Manager, Paul Casey, Agency Deputy Director, and Stephen Wiley, City Attorney/Agency Counsel. The MTD negotiator will be Sherrie Fisher, General Manager of MTD.

Under Negotiation: Possible leasehold disposition.

Scheduling: Duration, 20 minutes; anytime

Report: None anticipated

(Cont'd)

18. (Cont'd)

Documents:

February 24, 2009, report from the Community Development Director/Deputy Director.

Time:

4:35 p.m. - 5:05 p.m.

No report made.

ADJOURNMENT

Mayor Blum adjourned the meeting at 5:05 p.m.

SANTA BARBARA CITY COUNCIL

SANTA BARBARA
CITY CLERK'S OFFICE

MARTY BLUM
MAYOR

ATTEST: _____
BRENDA ALCAZAR, CMC
DEPUTY CITY CLERK



CITY OF SANTA BARBARA CITY COUNCIL MINUTES

SPECIAL MEETING
February 27, 2009

SANTA BARBARA SCHOOL DISTRICTS ADMINISTRATION CENTER
720 SANTA BARBARA STREET

JOINT CITY COUNCIL AND SANTA BARBARA BOARD OF EDUCATION MEETING (150.05)

1. Call to Order and Roll Call

Santa Barbara Board of Education President Kate Parker called the joint meeting of the City Council and the Board to order at 1:35 p.m.

Councilmembers present: Iya G. Falcone, Dale Francisco, Roger L. Horton, Grant House, Helene Schneider, Mayor Marty Blum.

Councilmembers absent: Das Williams.

Staff present: City Administrator James L. Armstrong, City Attorney Stephen P. Wiley, Deputy City Clerk Susan Tschech.

Board Members present: Annette Cordero, Susan Deacon, H. Edward Heron, President Parker.

Board Members absent: Dr. Robert Noel.

Staff present: Superintendent J. Brian Sarvis.

2. Pledge of Allegiance

Board President Parker.

4. Public Comments

Speakers: Lanny Ebenstein; Jarrod Schwartz and Raquel Bernaldo, Just Communities; Kate Smith.

3. Spanish Translation/Traduccion en Espanol and Headsets for Hearing Impaired

Esperanza Villegas stated she was available for Spanish translation.

5. Statement of Purpose for Joint Meeting

Mayor Blum stated that regular joint meetings of the Council and the Board of Education have fostered good dialog between the two agencies. Board President Parker added that the Board and Council have developed a constant collaboration as a result of these meetings.

Agenda Item Nos. 6 – 11

Documents:

February 27, 2009, joint report from the City Administrator and School Districts' Superintendent.

Board President Parker stated that Agenda Item Nos. 6 - 11 have written reports and asked if anyone had questions regarding these items. No questions were asked.

6. Update on Joint City/School District Programs and Agreements

Documents:

February 27, 2009, written report prepared by Sarah Hanna, City Recreation Program Manager, and David Hetyonk, School Districts' Director of Facilities and Operations, on behalf of the Joint Use Committee, regarding the following subjects:

- Field Scheduling and Monitoring
- Field Maintenance
- Afterschool Programs
- Ranger Program

Speakers:

Members of the Public: David Pritchett, Kate Smith.

7. Report on School Districts and City Collaboration on Environmental and Sustainability Programs

Documents:

February 27, 2009, written report prepared by City and School Districts' staff on the following:

- Recycling and Waste Reduction
- Water Conservation

8. Report on Status of City Projects

Documents:

February 27, 2009, written reports prepared by City Public Works and Planning Division Staff on the following projects:

- Safe Routes to School Project
- City Construction Projects Near School Campuses
- Proposed Major New Private Development Projects Near School Campuses or Properties
- Plan Santa Barbara

9. Report on Status of School Districts' Projects

Documents:

February 27, 2009, written reports prepared by School Districts' staff for information on the following:

- Career Technical Education Pathways
- Student Achievement
- Next Steps on Implementation of Measures H & I

Speakers:

Members of the Public: Jarrod Schwartz and Alena Marie, Just Communities.

10. Report on Status of Work Underway to Resolve Overlapping City and School District Land Title Interests at Various School Campuses

Documents:

February 27, 2009, written report prepared by Don Ireland, City Senior Real Property Agent.

11. Report on the Status of Efforts to Acquire the National Guard Armory and the Fremont Hall Army Reserve Center

Documents:

February 27, 2009, written reports prepared by Robert Patterson, PARC Foundation Board Member and Co-Chair of The Armory Project Steering Committee, and Don Olson, City Special Projects Manager.

12. Presentation on Response to State Budget Crisis and Economic Crisis

Speakers:

- Santa Barbara School Districts Staff: Deputy Superintendent Eric Smith, Superintendent J. Brian Sarvis.
- City of Santa Barbara Staff: Finance Director Robert Peirson.
- Member of the Public: Kate Smith.

(Cont'd)

12. (Cont'd)

Discussion:

Deputy Superintendent Smith and Finance Director Peirson each made PowerPoint presentations showing both the impact of the collapse of state and local revenues on each agency's budget as well as each agency's proposed response to the crisis. In answering questions from Board and Council Members, Mr. Smith also explained the school funding concepts of Basic Aid and Revenue Limit.

13. Presentation on the School Districts' and City's Collaboration in Response to Youth Violence

Speakers:

- City of Santa Barbara Staff: City Administrator James Armstrong, Special Projects Manager Don Olson, Parks and Recreation Director Nancy Rapp.
- Santa Barbara County Education Office: Administrator Fred Razo.
- Members of the Public: Cruzito Cruz, Up to Us and La Comunidad; Jacqueline Inda, Esperanza; Eddie Gonzales, Up to Us; Gonzalo Rios, Esperanza; Kate Smith; Layne Wheeler.

Discussion:

City Administrator Armstrong provided background to the effort to resolve the problem of youth violence; he described accomplishments since March 2008, including an inventory of organizations dealing specifically with youth violence, a Summer Program and Bridge Program, and improved collaboration and coordination. Special Projects Manager Olson outlined the development of a long-term strategy to formalize the response to this issue and the formation of a South Coast Gang Task Force. Mr. Razo explained a model for the delivery of services as well as the role of caseworkers and outreach specialists. Also discussed were programs to prevent and intervene in youth violence, and the potential impact of budget cuts on these programs.

14. Additional Matters for Placement on a Future Agenda

No suggestions were made for matters to be considered at future meetings.

The Board of Education meeting was adjourned at 4:01 p.m.

ADJOURNMENT

Mayor Blum adjourned the meeting at 4:01 p.m.

SANTA BARBARA CITY COUNCIL

SANTA BARBARA
CITY CLERK'S OFFICE

MARTY BLUM
MAYOR

ATTEST:

SUSAN TSCHECH, CMC
DEPUTY CITY CLERK



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: March 17, 2009

TO: Mayor and Councilmembers

FROM: Airport Administration, Airport Department

SUBJECT: Introduction Of Ordinance For Lease Agreement With MAG Aviation Fuel For A Self-Service Fueling Operation

RECOMMENDATION: That Council:

- A. Approve and authorize, contingent on approval of a zoning change, the Airport Director to execute a five-year Lease Agreement, with one five-year option, with MAG Aviation Fuel (MAG), a partnership, for operation of a self-service fueling operation at 1600 Cook Place, at the Santa Barbara Airport, for a monthly base rental of \$675 or \$0.05 per gallon fuel flowage fees, whichever is greater; and
- B. Introduce and subsequently adopt, by reading of title only, An Ordinance of the Council of the City of Santa Barbara Approving, Contingent on Approval of a Zoning Change, a Five-Year Lease Agreement, With One Five-Year Option, With MAG Aviation Fuel, a Partnership, for Operation of a Self-Service Fueling Operation at 1600 Cook Place, at the Santa Barbara Airport Commencing Upon Construction of the Facility.

DISCUSSION:

Background

In response to requests from the general aviation community, the Airport requested proposals for the installation and operation of a self-service fuel facility. The Request for Proposal process was initiated after staff contacted the two Fixed Base Operators to determine their interest; however, both corporations (Signature Flight Support and Atlantic Aviation) declined the opportunity based on their business model.

A Request for Proposal (RFP) for a self-service fueling operator was developed; input was obtained from the general aviation community and Airport Commission General Aviation Sub-committee. The RFP was circulated to known operators; advertisements were placed in local and national media as well as the Airport's website.

A mandatory pre-proposal meeting was held with six companies attending, potential Airport sites were toured, construction/project development and the permitting process was explained.

MAG Aviation was the only company to submit a proposal. A selection committee, comprised of three Airport Commissioners, the Lompoc Airport Manager, and Airport staff, reviewed the proposal and requested that MAG submit additional information. Satisfied with the submittal, the Selection Committee recommended that MAG Aviation be selected and that staff complete lease negotiations.

At its regular meeting on February 18, Airport Commission unanimously recommended that Council approve the proposed lease with MAG.

Proposed Lease

The lease with MAG Aviation Fuel to construct and install one 12,000 gallon AVGas fuel tank with appropriate containment at 1600 Cecil Cook Place (the former Forest Service Ramp) is contingent upon final approval of the zoning change. The premises will consist of 11,250 square feet of ramp.

MAG will pay a base monthly rental of \$675 (\$0.06 per square foot) or \$0.05 per gallon in Fuel Flowage Fees, whichever is greater.

A \$35,000 Performance Bond, representing the estimated cost of construction of the facility, will be provided by MAG. A License for Access to the Premises will be granted during construction. The Lease will commence upon final inspection of the facility by the Building Department of the City of Santa Barbara.

MAG will partner with an on-airport business to provide the necessary daily fuel testing and troubleshooting of the facility.

The initial term of the Lease will be five years. MAG's performance will be evaluated annually. If at the end of the initial term, MAG has met all lease terms, then the City shall have the sole option to extend the term of the lease for another five years.

Due to an inadvertent zoning map error, the area that includes the proposed MAG leased premises is in the process of being rezoned to allow aviation facility uses.

Zoning Change

In 2001 the City Council adopted a new Airport Zoning Map to implement changes necessary for the implementation of the Airfield Safety Projects pursuant to the Aviation Facilities Plan. The adopted map contained an inadvertent rezone of approximately 9 acres of Aviation Facilities Zone to Airport Approach and Operations. This area included a hangar and portions of 4 other buildings that are currently non-conforming to their land use zone.

On January 8, 2009, Planning Commission initiated proceedings and recommended approval of a Zoning Ordinance Amendment. On February 10, 2009, Council approved a Zoning Ordinance Amendment to change the zoning to reinstate the Aviation Facilities Zone to the area affected by the mapping error.

The proposed amendment would rezone 9.04 acres of land at the Airport from Airport Approach and Operations Zone (A-A-O), Airport Industrial Area Specific Plan Zone (SP-6), Coastal Zone Overlay (S-D-3) to Aviation Facilities Zone (A-F), Airport Industrial Area Specific Plan Zone (SP-6), Coastal Zone Overlay (S-D-3). The boundary of the proposed rezone area follows the hold-short line for Taxiway C from the current A-A-O boundary to the Object Free Area boundary parallel to Taxiway H. The boundary would follow the Object Free Area to the current western A-A-O boundary. A hangar, cargo terminal, electrical vault, and portions of two light industrial tenant buildings are located in the proposed rezone area.

Next Steps

The zoning amendment requires approval by the Coastal Commission. It is anticipated that this request will be placed on the next available agenda as a consent item.

PREPARED BY: Hazel Johns, Assistant Airport Director

SUBMITTED BY: Karen Ramsdell, Airport Director

APPROVED BY: City Administrator's Office

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SANTA BARBARA APPROVING, CONTINGENT ON APPROVAL OF A ZONING CHANGE, A FIVE-YEAR LEASE AGREEMENT, WITH ONE FIVE-YEAR OPTION, WITH MAG AVIATION FUEL, A PARTNERSHIP, FOR OPERATION OF A SELF-SERVICE FUELING OPERATION AT 1600 COOK PLACE, AT THE SANTA BARBARA AIRPORT COMMENCING UPON CONSTRUCTION OF THE FACILITY

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

SECTION 1. In accordance with the provisions of Section 521 of the Charter of the City of Santa Barbara, that certain Five-year with one five year option Lease Agreement between the City of Santa Barbara and MAG Aviation Fuel, a Partnership, for operation of a self-service fueling operation at 1600 Cook Place commencing upon construction of the facility, at the Santa Barbara Airport, is hereby approved.



Agenda Item No. _____

File Code No. 540.13

CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: March 17, 2009

TO: Mayor and Councilmembers

FROM: Water Resources Division, Public Works Department

SUBJECT: Resolution Authorizing Submission Of A Grant Application For Stimulus Funds For Wastewater

RECOMMENDATION:

That Council adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara Authorizing the City Administrator to Submit a Financial Assistance Grant Application to the State of California Water Resources Control Board for the Planning, Design, and Construction of FOG (Fats, Oils and Grease) and Food Waste Biofuel Conversion and Headworks Screening Projects at El Estero.

BACKGROUND:

On February 11, 2009, the United States Congress approved a revised nationwide Federal Stimulus Bill package to stimulate the weakened economy by investing in public infrastructure improvements. Staff anticipated the stimulus program, and streets, water and wastewater identified projects that could be expedited for construction. The wastewater division economic stimulus package has separate application requirements than water and streets, such that wastewater grant applications are reviewed by the State Water Resources Control Board (SWRCB) and the application is unique to wastewater projects. The competition is high for limited resources at the State level. Staff selected two projects to be considered for grant funds based on environmental benefits and costs of construction. The application submittal requires Council to adopt the resolution herein.

Staff is proposing to submit the following projects for SWRCB grant funding:

- Headworks Screening Replacement Project at El Estero, which involves increased removal of large solids that will improve overall plant treatment efficiencies; and

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Resolution Authorizing Submission Of A Grant Application For Stimulus Funds For
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- Biogas/biomass conversion project at El Estero. The project is known as FOG (fats/food, oils, and grease) and uses brown grease and food scraps from restaurants for biofuel conversion to electricity.

Council recently awarded the design of the Headworks Screening Project and preliminary cost estimates identified the need for additional construction funding. Approximately \$1.7 million is available for this project. However, preliminary cost estimates for construction costs exceed \$4 million. Additionally, staff is in pre-design phase for the FOG project which includes evaluating feasibility and options for implementation.

It is recommended that Council adopt a resolution authorizing the City Administrator to execute the time sensitive wastewater grant application.

PREPARED BY: John Schoof, Wastewater System Manager

SUBMITTED BY: Christine F. Andersen, Public Works Director

APPROVED BY: City Administrator's Office

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA BARBARA AUTHORIZING THE CITY ADMINISTRATOR TO SUBMIT A FINANCIAL ASSISTANCE GRANT APPLICATION TO THE STATE OF CALIFORNIA WATER RESOURCES CONTROL BOARD FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF FOG (FATS, OILS AND GREASE) AND FOOD WASTE BIOFUEL CONVERSION AND HEADWORKS SCREENING PROJECTS AT EL ESTERO

WHEREAS, the United States Congress approved a revised nationwide Federal Stimulus Bill on February 11, 2009, for \$789 billion dollars to boost economic activity throughout the United States of America during periods of economic weakness by increasing short-term aggregate demand;

WHEREAS, the City of Santa Barbara had identified potential economic stimulus fund projects for wastewater facilities;

WHEREAS, the City of Santa Barbara seeks to increase the level of renewable energy used to power municipal facilities and reduce greenhouse gas emissions from electricity use in municipal facilities;

WHEREAS, the State Water Resource Control Board is the State of California authority to provide grant and loan funding for agencies that stimulate employment during this current economic recession; and

WHEREAS, The State Water Resource Control Board is requiring an authorized agent for grant applications.

NOW, THEREFORE BE IT RESOLVED by the City of Santa Barbara that the City Administrator is hereby authorized and directed to sign and file, for and on behalf of the City of Santa Barbara, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of FOG (Fats/Food, Oils and Grease) Biofuel Conversion and the Headworks Screening Projects at El Estero; and

BE IT FURTHER RESOLVED that the City of Santa Barbara hereby agrees and further does authorize the aforementioned representative or his/her designee to certify that the Agency has and will comply with all applicable state and federal statutory and regulatory requirements related to any financing or financial assistance received from the State Water Resources Control Board; and

ALSO, BE IT FURTHER RESOLVED that the City Administrator or his/her designee of the City of Santa Barbara is hereby authorized to negotiate and execute a financial assistance agreement from the State Water Resources Control Board and any amendments or change orders thereto and certify financing agreement disbursements on behalf of the City of Santa Barbara.



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: March 17, 2009

TO: Mayor and Councilmembers

FROM: City Administrator's Office

SUBJECT: Introduction Of Ordinances For Memorandum Of Understandings And Salary Plans For TAP Unit, Hourly Unit, Supervisors Unit, And Unrepresented Managers (Fiscal Year 2009 – Fiscal Year 2011)

RECOMMENDATION: That Council:

- A. Ratify the Memorandum of Understanding between the City and the Service Employees' International Union, Local 620, Airport and Harbor Patrol Officers' and Treatment Plants' Bargaining Units, for the period of October 1, 2008, through September 30, 2010, by introduction and subsequent adoption of, by reading of title only, An Ordinance of the Council of the City of Santa Barbara Adopting the Memorandum of Understanding Between the City of Santa Barbara and the Patrol Officers' and Treatment Plants' Bargaining Units (TAP Units).
- B. Ratify the Memorandum of Understanding between the City and the Service Employees' International Union, Local 620, Hourly Employees' Bargaining Unit, for the period of November 1, 2008, through December 31, 2010, by introduction and subsequent adoption of, by reading of title only, An Ordinance of the Council of the City of Santa Barbara Adopting a Memorandum of Understanding Between the City of Santa Barbara and the Hourly Employees' Bargaining Unit;
- C. Ratify the Memorandum of Understanding between the City and the Santa Barbara City Supervisory Employees' Bargaining Unit for the period of January 10, 2009, through January 9, 2011, by introduction and subsequent adoption of, by reading of title only, An Ordinance of the Council of the City of Santa Barbara Adopting the Memorandum of Understanding Between the City of Santa Barbara and the Santa Barbara City Supervisory Employees' Bargaining Unit (Supervisors' Unit); and
- D. Introduce and subsequently adopt, by reading of title only, An Ordinance of the Council of the City of Santa Barbara Setting Forth and Approving a Salary Plan for Unrepresented Managers and Professional Attorneys for the period of July 1, 2008, through December 31, 2010, and a Salary Plan for Sworn Fire Managers and Unrepresented Sworn Police Managers, for the period of July 1, 2008, through June 30, 2010.

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Introduction Of Ordinances For Memorandum Of Understandings And Salary Plans For TAP Unit, Hourly Unit, Supervisors Unit, And Unrepresented Managers (Fiscal Year 2009 – Fiscal Year 2011)

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EXECUTIVE SUMMARY:

This action will adopt memoranda of understanding and salary plans for employees in the following employee groups: the Treatment and Patrol Bargaining Units (TAP), the Hourly Employees bargaining unit, the Supervisory Employees bargaining unit, and unrepresented management employees.

This will conclude all active labor negotiations. The cost of each MOU and salary plan is within the economic parameters set for negotiators by the City Council.

DISCUSSION:

Treatment and Patrol Unit

On February 4, 2009, negotiators reached a tentative agreement for a new 2-year labor agreement (“MOU”) with the Treatment and Patrol employees bargaining units within the economic parameters set by the City Council. The Treatment and Patrol units represent 107 positions in the Water and Wastewater Divisions and performing airport patrol, harbor patrol, and park ranger functions. Positions in this labor unit are almost exclusively funded from Enterprise Funds.

In the first year, the new agreement will provide an across the board salary increase of 2.5%, plus benefits increases equivalent to approximately 0.25%. In the second year, the agreement provides a salary increase of 1.5%, plus benefits increases equivalent to approximately 0.25%. Additional labor market inequity adjustments will be provided to certain classifications (Water Distribution and Collection, Airport and Harbor Patrol) over the term of the agreement. The ongoing cost of the additional market adjustments is roughly equivalent to 4.3% over the two years.

Unlike the agreement with the General bargaining unit his agreement does not include the Cesar Chavez holiday or a CPI escalator applied to wages in the second year.

The City had sought a 5% furlough of unit employees, however alternative concessions were agreed to in lieu of such a furlough. The agreement postpones otherwise agreed upon salary increases by 6 months in each year (Until April 2010, rather than October 2009), and calls for the suspension of the annual vacation cash-out provision for the remaining term of the MOU. The combined one-time cost savings of these alternate concessions of -\$198,900 in Fiscal Year 2009 and -\$218,511 in 2010 will be equivalent to the 5% furlough that management had sought for Fiscal Year 2010. These alternate concessions will have a lesser impact on operations than a furlough, since this bargaining group consists largely of shift workers whose operations continue when other offices are closed.

Hourly Employees Unit

On February 19, 2009, negotiators reached a tentative agreement for a new 2-year and 2 month labor agreement (“MOU”) with the Hourly employees bargaining unit. The Hourly Employee’s bargaining unit represents hourly employees who work at least 520 hours in a fiscal year (25% of full-time), but fewer than 999 hours (48% of full-time). This unit currently contains approximately 320 temporary and limited-hour employees.

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Introduction Of Ordinances For Memorandum Of Understandings And Salary Plans For TAP Unit, Hourly Unit, Supervisors Unit, And Unrepresented Managers (Fiscal Year 2009 – Fiscal Year 2011)

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Under the new agreement, wages for hourly employees in regular classifications will continue to be established at the bottom of the salary range for the regular classification. For other hourly classifications, minimum wage rates are established under a longevity-based minimum pay scale. This pay scale will be increased as follows:

Longevity	Current	Effective 2/28/09	Effective 1/2/10
1 year of service & at least 1040 work hours	\$10.25 /hr	\$10.35/hr	\$10.50 /hr
2 years of service & at least 1040 work hours	\$11.50 /hr	\$12.00/hr	\$12.20/hr
3 years of service & at least 1040 work hours	\$12.50 /hr	\$13.00/hr	\$13.25 /hr

The accrual cap for paid time off for these employees will be increased from 20 hours to 40 hours. This does not affect accrual rates. In addition, the agreement includes increased eligibility for existing health insurance reimbursement provisions, and agreements related to unpaid release time for bereavement leave and unpaid medical leave of absences.

Hourly employees do not have regular schedules or guaranteed hours, so a furlough is not applicable to this unit.

Supervisory Employees

On February 26, 2009, negotiators reached a tentative agreement for a new 2-year labor agreement (“MOU”) with the Supervisors bargaining unit within the economic parameters set by the City Council. The Supervisory bargaining unit represents 84 first and second line supervisors throughout the organization.

Though it includes nominal salary increases, this Agreement will result in a short term net decrease to labor costs in Fiscal Year 2010 over the current fiscal year. The decrease in Fiscal Year 2010 over current costs is estimated to be \$218,731.

As compared to the agreement recently reached with the General employees bargaining unit:

- Salary increases will be partially delayed (1% to September 2009 and 1.5% to April 2010, rather than January 2009 and January 2010);
- No increase to health benefits will be granted during the term of this agreement;
- An unpaid furlough of up to 104 hours (5%) for each full-time employee will be implemented during the 2010 fiscal year.
- The annual vacation cash-out provision will be suspended in FY 2010 and, if necessary, FY 2011.
- There will be no CPI escalator applied to wages in the second year.

The agreement with Supervisors will provide an across the board increase to base salaries of 1.5% in January 2009, 1% in September 2009, and 1% in April 2010. Supervisors will also be eligible for the new Cesar Chavez holiday and retiree medical contributions similar to the General Unit. Agreements were also reached on drug and alcohol testing, performance evaluation and layoff, working out of classification, salary surveys and other employee-employer relations matters.

Council Agenda Report

Introduction Of Ordinances For Memorandum Of Understandings And Salary Plans For TAP Unit, Hourly Unit, Supervisors Unit, And Unrepresented Managers (Fiscal Year 2009 – Fiscal Year 2011)

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Management Employees

The first new 2.5 year management salary plan (“Plan 1”) is applicable to most City of Santa Barbara managers and professional attorneys (53 employees). The previous Management Salary Plan expired on June 30, 2008. Management salary plans are often not renewed until after the conclusion of other negotiations.

As with the Supervisors agreement, though it includes nominal salary increases, this management salary plan will result in a short term net decrease to labor costs in Fiscal Year 2010 over the current fiscal year. The decrease in FY 2010 labor costs over current costs is estimated to be - \$362,834 for this group.

In contrast to other bargaining units:

- Management salary increases will be delayed by 9 months (Until April 2009 and 2010, rather than July 2008 and 2009);
- Managers will not receive any further health insurance increases. The management cafeteria plan allowance will be frozen at current 2009 levels for the duration of the management salary plan;
- Managers will be subject to an unpaid furlough of up to 104 hours (5%) for each full-time employee during the 2010 fiscal year and, if necessary, FY 2011;
- The annual vacation cash-out provision will be suspended in FY 2010 and, if necessary, FY 2011;
- There is no CPI escalator applied to wages in the second year.

As with the General unit, management employees will receive an across the board increase to base salaries of 2.5% in the first year and 1.5% in the second year. These managers will also be eligible for the new Cesar Chavez holiday.

The second 2 year management salary plan (“Plan 2”) is applicable only to Fire Battalion Chiefs, the Deputy Fire Chief, the Fire Chief, the Deputy Police Chief, and the Police Chief (9 employees).

These classifications will receive salary increases similar to those granted to the Police Management Association (PMA) employees: 3% in the first year and 3% in the second year. For Fire Battalion Chiefs, these increases will be effective in July of 2008 and July of 2009, the same effective date as PMA increases. For the Deputy Fire Chief, the Fire Chief, the Deputy Police Chief, and the Police Chief, these increases will not be effective until April 2009 and April 2010.

In addition:

- The management cafeteria plan allowance will be frozen at current levels for the duration of the management salary plan;
- To the extent feasible, these managers will be subject to an unpaid furlough of up to 104 hours (5%) during the 2010 fiscal year. For business or safety reasons, the City Administrator may choose not to furlough all or some safety managers.
- The annual vacation cash-out provision will be suspended in FY 2010 and, if necessary, FY 2011.
- Safety managers will not be eligible for the Cesar Chavez holiday.
- There is no CPI escalator applied to wages in the second year.

Neither of these management salary plans applies to the City Administrator or the City Attorney.

BUDGET/FINANCIAL INFORMATION:

Short Term Costs

For Fiscal Year 2009, the City had budgeted the following salary and benefit increases: 4% for the TAP unit effective October 2008, 4% for the Supervisors Unit effective January 2009; and 4% for managers effective July 2008. Because increases provided under these agreements are below what was budgeted, additional appropriations are not necessary for Fiscal Year 2009.

To varying degrees each of these agreements and plans also includes delays in salary increases, furloughs, and other concessions that will minimize the impact of salary and benefit increases in Fiscal Year 2010. The net increase/decrease in labor costs is over current costs is reflected below

Employee Group	FY 2009	FY 2010
Treatment & Patrol	88,833	408,677
Hourly Employees	57,339	149,465
Supervisory Employees	45,443	(218,731)
Unrepresented Management	81,091	(361,081)

Longer Term Costs

The ongoing costs of these agreements, which will not be realized until Fiscal Year 2011, or 2012 will be:

Employee Group	General Fund	Enterprise Funds	Total
Treatment & Patrol	9,792	738,897	748,689
Hourly Employees	81,767	91,864	173,631
Supervisory Employees	189,886	178,678	368,564
Unrepresented Management	409,038	113,512	522,550

Hourly costs include the costs of extending similar wage and benefit provisions to those few unrepresented hourly employees that meet the same longevity thresholds, and Supervisors costs include providing similar wage and benefit provisions to 2 confidential supervisors.

PREPARED BY: Kristine E. Schmidt, Employee Relations Manager

SUBMITTED BY: Jim Armstrong, City Administrator

APPROVED BY: City Administrator's Office

ORDINANCE NO. _____

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

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 Service Employees' International Union, Local 620, Airport and Harbor Patrol Officers' and Treatment Plants' Bargaining Units, effective as of October 1, 2008 and attached hereto and incorporated herein by reference as Exhibit "A" (hereinafter the "M.O.U.") is hereby adopted.

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) that were adopted with the annual budget.

**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 MARCH 17, 2009 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

Barbara Barker, Human Resources Mgr.

Rebecca Bjork, Water Resources Manager

Mick Kronman, Harbor Operations Manager

Karen Ramsdell, Airport Director

Jill Taura, Treasury Manager

FOR THE UNION:

Charles Figueroa
Treatment and Patrol Unit President

Rob Fair, Senior WW Collection Systems Operator

Rick Hubbard, Harbor Patrol Officer

John Krohta, Airport Patrol Officer II

Mark Smith, WW Treatment Plant Operator III

Bob Tsukamoto, Sr. Control Systems Op. Specialist

Matt Ward, Water Distribution Lead Operator

Michael Woods, SEIU, Local 620

Walter C. Hamilton
Executive Director, SEIU, Local 620

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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	Water Treatment Plant
Airport Administration Building	Wastewater Treatment Plant
Parks Division	

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. 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.

17. 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.

18. 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.

19. 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 as follows:

<u>Effective On</u>	<u>Maximum Per Month Per Employee</u>
October 1, 2008	\$943.63
January 1, 2009	\$976.53
January 1, 2010	\$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.

20. 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.

21. IMPLEMENTATION OF MOU

City shall implement the provisions of this Memorandum of Understanding by adopting appropriate

resolutions, ordinances, and administrative policies.

22. 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.

23. 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 the General 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.

All branches and extensions of the Library are considered in the same division as the Central Library.

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.

24. 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.

25. 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 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.

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".

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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 hour of overtime, payable in increments of 15 minutes. 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 called back to duty 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 hour 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.

34. 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.

35. PERSONAL LEAVE

- a. 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
Employees hired between July 2 and October 1 (inclusive):	3 days
Employees hired between October 2 and January 1 (inclusive):	2 days
Employees hired between January 2 and April 1 (inclusive):	1 day

b. 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.

c. 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.

36. 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:

<u>Age of Item</u>	<u>% Reimbursed</u>
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.

37. 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.

38. 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.

39. 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.

c. The following classifications will be reassigned to the Patrol Officers' Bargaining Unit effective October 1, 2008: Airport Operations Assistant and Senior Airport Operations Assistant. For the period of October 1, 2008 until December 31, 2008, these employees will continue to receive cafeteria and health insurance benefits applicable to employees in the General Employees bargaining unit, after which they will receive benefits under the terms of this Agreement.

40. 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.

41. 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 June 1, 2010 but not later than July 15, 2010 and every effort will be made to reach an agreement prior to the expiration of this Agreement on September 30, 2010. 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.

42. 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.

43. 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.

b. For employees who retire on or after October 1, 2008, the City shall contribute \$7.75 per month, per year of service up to a maximum of 35 years (i.e., \$271.25/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. For employees who retire on or after the date this Agreement is adopted by City Council, the City shall increase the contribution as follows:

Retiring On or After	Dollar/Month/Yr of Service	Maximum (35 Years)
October 11, 2008	\$8.33	\$291.55
October 10, 2009	\$8.95	\$313.25

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.

44. 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 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 an 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 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 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. 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).

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."

45. 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.

46. 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.

47. 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 the following:

<u>Period</u>	<u>Amount</u>
October 1, 2008 - September 30, 2010	\$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.

48. SALARIES

a. All employees employed as of the date of adoption of this Agreement by City Council will be eligible to receive the following salary adjustments:

1. Across-the-board salary increases for all classification during the term of this Agreement will be as follows:

<u>Date of Increase</u>	<u>Amount of Increase</u>
April 11, 2009	2.5%
April 10, 2010	1.5%

2. Over the term of the agreement, the following classifications will receive adjustments in addition to the adjustments set forth above:

Classification Title	April 11, 2009	April 10, 2010	August 28, 2010
Airport Operations Assistant	0.5%	0.5%	--
Senior Airport Operations Assistant	0.5%	0.5%	--
Harbor Patrol Officer	3.5%	3.0%	--
Harbor Patrol Officer - Entry	1.0%	0.5%	--
Harbor Patrol Officer II	3.5%	3.0%	--
Airport Patrol Officer I	4.0%	5.0%	4.0%
Airport Patrol Officer II	4.0%	5.0%	4.0%
Water Distribution Operator II	3.0%	3.0%	--
Wastewater Collection System Operator II	3.0%	3.0%	--
Senior Wastewater Collection System Operator	3.0%	3.0%	--
Underground Services Alert Technician	3.0%	3.0%	--
Waste Water Collection System Lead Operator	3.0%	3.0%	--
Wastewater Collection System Operator I	3.0%	3.0%	--
Wastewater Collection System Project Coord.	3.0%	3.0%	--
Water Distribution Equipment Operator	3.0%	3.0%	--
Water Distribution Lead Operator	3.0%	3.0%	--
Reservoir Dam Caretaker/Distribution Operator	3.0%	3.0%	--
Senior Water Distribution Operator	3.0%	3.0%	--
Water Distribution Operator I (entry)	3.0%	3.0%	--
Water Distribution Operator/Emergency Services	3.0%	3.0%	--
Water Reclamation/Cross Connection Specialist	3.0%	3.0%	--

This increase will be added to the regular salary increase to come up with the total (Example: 2.5% salary increase plus 0.5% additional adjustment = 3% total increase on April 11, 2009).

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.

49. 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 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.

50. 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.

51. 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:

<u>Effective Date</u>	<u>Swing Shift</u>	<u>Graveyard Shift</u>
October 1, 2008	\$1.15	\$2.60

52. 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.

53. 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 return to work, 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.

54. 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.

55. TERM OF AGREEMENT

The City and the Union agree that the term of this Agreement shall be twenty four (24) months commencing October 1, 2008 and ending at midnight on September 30, 2010. It is further agreed that the term of this Agreement may be extended by mutual agreement.

56. 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.

57. 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.

58. 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:

<u>Time Period</u>	<u>Airport Patrol</u>	<u>Harbor Patrol</u>	<u>Park Ranger</u>
October 1, 2008- September 30, 2010	\$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:

December 5, 2008 and June 5, 2009
December 4, 2009 and June 4, 2010

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 pair of shorts. The City shall retain full discretion with regard to the style and color of such uniforms.

59. 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.

60. 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.

61. 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.

62. 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.

63. 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.

64. 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:

<u>Length of Continuous Service</u>	<u>Vacation Entitlement</u>
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. [Employees will have two opportunities during the vacation year to receive cash in lieu of vacation, up to a total annual maximum cash-out of 100 hours of vacation time. If an employee has taken a minimum of 40 hours of vacation between the beginning of the vacation year and the first pay period of the new June-July fiscal year, the employee is eligible to receive cash in lieu of up to fifty (50) hours of vacation time. If an employee takes a minimum of 80 hours of vacation by the end of a vacation year, that employee is eligible to receive cash in lieu of up to the remaining balance of the 100 hours maximum. Vacation may be "cashed in" in 10 hour increments only, and the amount to be cashed in will not exceed the employee's vacation balance at the end of the vacation year. Employees eligible for vacation "cash in" shall state their intentions to cash in vacation within the time frame and procedures established by the City.] **This vacation cash out provisions will be suspended beginning in Fiscal Year 2010 for the remainder of the MOU term. There will be no vacation cash out in July 2009, December 2009, and July 2010.**

c. Vacation year is defined to be the period beginning with the day after the 23rd payroll date of one calendar year, and ending on the 23rd payroll date of the following calendar year. The chart below lists the vacation year, the time sheet used to request the cashed in vacation, and the date the cashed in vacation will be paid:

Calendar Year	Vacation Year	Min. Vacation Hours Taken	Max vacation cash out	Request on Timesheet	Paid date
2008	11/10/07 – 11/07/08	40 80	Up to 50 hrs Balance of 100 hrs	7/4/2008 11/21/2008	7/18/2008 12/07/2008
2009	11/08/08 – 11/06/09	N/A	N/A	N/A	N/A
2010	11/07/09 – 11/05/10	N/A	N/A	N/A	N/A

Employees eligible for vacation cash in shall request vacation cash in on the time sheet dates listed above.

65. 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.

66. 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) or a three-twelve-and-a-half (3/12.5) work week schedule. Assignment to a four-ten or three-twelve-and-a-half work schedule 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.

67. 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.

68. WORKING OUT OF CLASSIFICATION

Working Out of Class

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).

**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 employees 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 may 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 metabolites	50	
(i) Delta-9-tetrahydrocannabinol-9-carboxylic acid (THC)		15
(2) Cocaine metabolites (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 metabolites	2000	
(i) Codeine		2000
(ii) Morphine		2000
(iii) 6acetylmorphine		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).



**CITY OF SANTA BARBARA ADMINISTRATIVE
POLICIES:**

Policy No. TBA

9/80 WORK SCHEDULE POLICY

Issued by: Barbara Barker, Human Resources Manager

Adopted: 5/8/2007
Updated

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.



**CITY OF SANTA BARBARA ADMINISTRATIVE
POLICIES:**

Policy No. TBA

9/80 WORK SCHEDULE POLICY

Issued by: Barbara Barker, Human Resources Manager

Adopted: 5/8/2007
Updated

[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.



**CITY OF SANTA BARBARA ADMINISTRATIVE
POLICIES:**

Policy No. TBA

9/80 WORK SCHEDULE POLICY

Issued by: Barbara Barker, Human Resources Manager

Adopted: 5/8/2007
Updated

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.



**CITY OF SANTA BARBARA ADMINISTRATIVE
POLICIES:**

Policy No. TBA

9/80 WORK SCHEDULE POLICY

Issued by: Barbara Barker, Human Resources Manager

Adopted: 5/8/2007
Updated

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 package¹ 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 exists 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.

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF
SANTA BARBARA ADOPTING A MEMORANDUM OF
UNDERSTANDING BETWEEN THE CITY OF SANTA
BARBARA AND THE HOURLY EMPLOYEES'
BARGAINING UNIT

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 Service Employees' International Union, Local 620, Hourly Employees' Bargaining Unit, entered into as of November 1, 2008 and attached hereto and incorporated herein by reference as Exhibit "A", is hereby adopted.

SECTION 2. The City Administrator is authorized to extend the same salary and benefit provisions contained in Exhibit "A" to hourly employees who otherwise meet the qualifications for the bargaining unit, but are excluded from bargaining unit membership under Section 1(a), 1(b), or 1(c) of Appendix A ("Defining Eligibility in the Bargaining Unit") to Exhibit "A".

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SANTA BARBARA
AND
SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 620,
HOURLY EMPLOYEES' BARGAINING UNIT**

THIS AGREEMENT IS ENTERED INTO AS OF MARCH 17, 2009, BETWEEN THE CITY OF SANTA BARBARA, HEREINAFTER REFERRED TO AS THE "CITY", AND THE SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 620, 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:

FOR THE UNION:

Kristine Schmidt
Employee Relations Manager

Richard Hidalgo
Lot Operator III

Michael Pease
Budget Manager

Zackary Stoltz
Lot Operator V

Jonathan Abad
Budget Analyst

Mike Woods
SEIU Local 620

Susie Gonzalez
Human Resources Analyst

Bruce Corsaw
Sr. Field Representative, SEIU Local 620

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1. PREAMBLE

This AGREEMENT, hereinafter referred to as the Agreement, entered into by the CITY OF SANTA BARBARA, hereinafter referred to as the City, and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 620, hereinafter referred to as the Union, has as its purpose the promotion of harmonious labor relations between the City and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other terms and conditions of employment.

The term "Agreement" as used herein means the written agreement provided under Section 3505.1 of the Government Code.

2. RECOGNITION

The City recognizes the Union as the recognized employee organization for temporary employees as defined in the tentative agreement "Defining Eligibility in the City of Santa Barbara Temporary Employee Bargaining Unit" signed by the parties on 11/3/03 (see appendix A). The parties agree that henceforth bargaining unit members will be referred to as "hourly" employees, and the bargaining unit will be the "Hourly Employees Bargaining Unit".

3. TERM OF AGREEMENT

Pursuant to California Government Code Section 3500 et seq., the parties have met and conferred over wages, hours, benefits and other terms and conditions of employment. As a result of agreement being reached, and subsequent ratification by the Union and approval by the City Council, the following terms and conditions of employment shall remain in effect for the period commencing November 1, 2008 and expiring December 31, 2010.

Either party may present to the other a written proposal to reopen negotiations for a successor Memorandum of Understanding if done between October 31, 2010 and December 31, 2010. Failure to submit such a proposal to reopen negotiations shall result in the continuation of the Memorandum of Understanding on the same terms and conditions therein for one additional year.

4. IMPLEMENTATION

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

5. EQUAL EMPLOYMENT OPPORTUNITY, NO DISCRIMINATION

- a. The City and the Union agree that the provisions of this Agreement shall be applied to all employees covered herein without favor or discrimination because of race, creed, color, gender (including gender identity and expression), age national origin, political or religious affiliations, Union membership, sexual orientation, marital status, disability, pregnancy, or other category protected by law.
- 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 opportunity program.
- c. Employees who believe they have been subjected to discrimination or harassment based on one of the categories above, or have been retaliated against for good faith participation in efforts to address such discrimination or harassment, may complain through the procedure outlined in the City's Non-discrimination and Harassment Policy and Employee Complaint Procedure. Employees may also pursue their complaint with the Department of Fair Employment and Housing (DFEH) or the Equal Employment Opportunity Commission.

6. DEFINITIONS

- a. Assignment to Regular Classification: An hourly assignment to a classification that exists as a regular full-time or part-time classification.
- b. Assignment to an Hourly or "L/T" (Limited/Term) Classification: An hourly assignment to a classification that exists only as an hourly employment classification. (Also: "L/T employee")
- c. Active Employee/ Status: An hourly employee still active in the payroll system. An employee will remain in active status until his/her employment assignment has ended, whether or not the employee is in paid status during any specific pay period.
- d. Terminated Employee/ Status: An employee who has been taken out of active status because the employee's assignment has been terminated. The department will mail a copy of the personnel/payroll action terminating the employee from the payroll system to the employee's address on file.

7. AGENCY SHOP

a. The City recognizes that the bargaining unit is organized as an agency shop in accordance with a September 2005 election of bargaining unit members. Agency shop as used in this section means an organizational security arrangement as defined in Government Code Section 3502.5 and applicable law.

b. Agency Fee –Unless the employee has within 30 days of the mailing of the agency shop notification: a) voluntarily submitted to the City an effective dues deduction request; b) individually made direct financial arrangements satisfactory to the Union as evidenced by notice of same by the Union to the City; or c) qualified for exemption upon religious grounds as provided below, upon notice from the Union, the City shall process a mandatory agency fee payroll deduction in the appropriate amount and forward that amount to the Union.

Each new employee attaining eligibility for the bargaining unit shall be required to choose to: a) become a member in good standing of the Union (a “union member”), or, b) satisfy the agency fee financial obligations set forth above (become a “fee payer”), unless he/she qualifies for the religious exemption set forth in subsection “d” below.

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

For non-members objecting to the Union spending their agency fee on matters unrelated to collective bargaining and contract administration (“core fee payers”), the amount of the agency fee charged will not reflect expenditures which the Court has determined to be non-chargeable, including political contributions to candidates and parties, members only benefits, charitable contributions and ideological expenditures and for certain aspects of lobbying, ballot measures, publications, organizing and litigation.

c. Union Obligations– The Union shall comply with applicable law regarding disclosure and allocation of its expenses, notice to employees of their right to object, provision for agency fee payers to challenge the Union’s determinations of amounts chargeable to the 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-member employee and the City.

The foregoing description of permissible agency fee charges and related procedures is included 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.

The City will make every effort to distribute to each new employee in the unit affected by the agency shop provision, a letter supplied by the Union which describes the agency fee obligation.

d. Religious Exemption from Agency Fee Obligation

1. Any employee who is a member of a religious body whose traditional tenets or teaching include objections to joining or financially supporting employee organization 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 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 in a religious body as described above. The City will implement the change in status within thirty days unless notified by the Union that the requested exemption is not valid.

e. Leave Without Pay – Employees on an unpaid leave of absence for an entire pay period or more shall have agency shop fees suspended for the period of the leave.

f. Rescission of Agency Shop – An Agency shop provision may be rescinded pursuant to the procedures contained in Government Code Section 3502.5(b). Rescission elections shall be conducted by the SMCS using the same procedures utilized for implementation elections, e.g., secret mail ballot, limitation on voting period, posting of notices, limits on employer communications, etc.

g. Indemnification/Hold Harmless Clause – The Union agrees to fully indemnify and defend the City and its officers, employees and agents against any and all claims, proceedings and liability arising, directly or indirectly out of any action taken or not taken by or on behalf of the City under this section.

h. The Union agrees to indemnify, defend and hold the City harmless against any claims made of any nature and against any suit instituted against the City arising from its check off for the dues, fees, political action, insurance or benefits programs of the Union, or its failure to do so.

i. Maintenance of Membership: All unit employees who on the effective date of this Agreement are members in good standing, and all employees who thereafter voluntarily become members of the Union shall maintain their membership in the Union in good standing subject, however, to the right to resign from membership during the month of October in 2005, and then in September beginning in 2006 and annually thereafter. Any member may exercise his/her right to resign by submitting a notice in writing to the Union during the resignation window period. Members who resign from membership during the term of this MOU will be required to pay an agency fee if an agency shop provision is in effect, unless the employee qualifies for an exemption set forth in the agency shop agreement.

Beginning in 2006, 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 September annually. The window period limitation shall not apply to filing religious objections under section "d" , above.

8. HOURS OF WORK

a. Work Day: Bargaining unit employees shall work hours as assigned by the Department. Each work day of six hours or more shall include an unpaid lunch period of not less than thirty (30) minutes to be taken approximately mid point during the day, except Downtown Parking Lot Operators who work a 6 hour and 15 minute shift and are not entitled to a lunch period.

b. Rest Periods: Each employee shall be entitled to take one fifteen (15) minute paid rest period for each four (4) hours of work performed. Downtown Parking Lot Operators who work a shift of 6 hours and 15 minutes or more will be entitled to two 15 minute paid rest periods.

c. Standby: Employees who are required to report to work shall receive a minimum of two (2) hours of straight time compensation. Employees who are instructed to be available to be called in by phone or other electronic communication device to work a shift shall receive one (1) hour of straight time compensation per standby shift if they are not called in to perform work.

d. Overtime: Overtime work shall be defined as all work performed that is in excess of forty (40) hours per work week. Overtime shall be paid at the rate of one and one-half times the employee's regular rate of pay, unless the employee is exempt from the overtime requirements of the Fair Labor Standards Act.

e. Hours Limited to 999 in a Fiscal Year: Bargaining unit employees will generally be limited to a maximum of 999 hours of work in a fiscal year (July-June). The City Administrator may approve hourly employment in excess of 999 hours in a fiscal year for special projects or to meet the needs of the City. Such projects may include, but are

not limited to, substituting for a regular employee on extended leave of absence and/or performing some or all of the duties of a vacant City Council-authorized regular position during an active recruitment process.

Employees listed in APPENDIX B of this Agreement who remain active employees without a break in active service of more than 90 days shall not be subject to the 999-hour limitation. This does not entitle anyone to ongoing employment or a particular number of hours, or any benefit of regular City employment. These employees are still hourly employees.

9. PROMOTIONAL OPPORTUNITIES

a. Qualified bargaining unit hourly employees may compete in open and promotional examinations for regular and part-time positions authorized by City Council in the official Position and Salary Control Resolution.

For promotional examinations, the employee must be employed at the time of application. Upon establishment of a promotional employment list an hourly employee whose name appears on that list will be eligible for promotion for the active duration of that list as long as the employee remains continuously employed, or for 6 months from the date of application, if longer.

b. During the month of October annually, the Union may submit a request in writing to the City to meet to discuss whether work being performed by an hourly employee would be more appropriately assigned to a regular position. This discussion will be for consultation only. All related decisions will remain a management right.

10. WAGES

a. Employees in Regular Classifications: For the duration of this Agreement, the salaries of hourly employees in regular classifications shall continue to be established at "Step A" of the regular classification.

b. Employees in Hourly "L/T" Classifications: For hourly employees not working in regular classifications (i.e., working in classifications listed on the hourly "L/T" schedule), the regular rate of pay will not be increased under paragraph "a" above. However, the following longevity based minimum pay scale will apply:

1. Level One: An employee who has worked as an hourly employee for one year without a break in active service of longer than 90 days and has worked a combined total of at least 1040 hours in the current and prior fiscal years shall receive an hourly wage of not less than \$10.25 per hour, which shall be increased as follows;

<u>Date of increase</u>	<u>Minimum Hourly Wage</u>
February 28, 2009	\$10.35
January 2, 2010	\$10.50

2. Level Two: An employee who has worked as an hourly employee for two years without a break in active service of longer than 90 days and has worked a combined total of at least 1040 hours in the current and prior fiscal years shall receive an hourly wage of not less than \$11.50 per hour, which shall be increased as follows;

<u>Date of increase</u>	<u>Minimum Hourly Wage</u>
February 28, 2009	\$12.00
January 2, 2010	\$12.20

3. Level Three: An employee who has worked as an hourly employee for three years without a break in active service of longer than 90 days and has worked a combined total of at least 1040 hours in the current and prior fiscal years shall receive an hourly wage of not less than \$12.50 per hour, which shall be increased as follows;

<u>Date of increase</u>	<u>Minimum Hourly Wage</u>
February 28, 2009	\$13.00
January 2, 2010	\$13.25

4. Once an employee qualifies for the wage rate in Section b(1), b(2) or b(3) above, the City may reduce the wage rate to the regular wage rate for the class only following a break in active service of 90 days or more.

11. HEALTH CARE REIMBURSEMENT

a. The purpose of this section is to provide qualifying employees with assistance toward the purchase of health insurance, or the payment of other health care related expenses, for the employee and/or the employees' dependents.

b. An employee must work a cumulative total of at least 1000 hours since date of appointment as a City hourly employee, without a break in active service of more than 90 days, to qualify for a health insurance allowance.

Beginning the following quarter (Quarters are July-Sept, Oct-Dec, Jan-March, April-June), if the employee works at least 200 hours during any quarter the employee will receive a payment of \$80 per quarter.

An employee who has qualified for the health reimbursement allowance by working at least 200 hours in each of any 3 consecutive quarters, and does not work at least 200 hours in the quarter immediately following such 3 consecutive quarters, will still be eligible for the allowance. In order to be eligible for an allowance the following quarter, however, the employee must meet the 200 hour minimum.

The payment will be made as regular lump-sum earnings. Employees will be responsible for all tax consequences related to the allowance.

c. Once qualified, an employee will remain eligible under this section unless or until the employee has a break in active service of more than 90 calendar days.

12. PAID TIME OFF (PTO) ALLOWANCE

a. The purpose of the Paid Time Off (PTO) allowance is to provide an employee with time away from a scheduled work shift without a loss in pay. Bargaining Unit members will accrue paid time off at a rate of .023 hours per full completed hour of work.

b. PTO shall be scheduled by management to provide adequate staffing. Such scheduling may be available throughout the calendar year subject to departmental operational necessity and the needs of the City. Such scheduling shall take into account employee choice.

c. An employee may not have more than 20 hours of PTO in the employee's PTO bank. Effective March 28, 2009, this maximum accrual will be increased to 40 hours. If an employee has more than this maximum amount of PTO in his/her bank, the employee will cease accruing PTO until the PTO balance is below this amount. However, requests to take PTO to avoid disruption of PTO accrual will not be unreasonably denied.

d. Employees will be eligible to be paid for any accrued but unused PTO upon termination of employment. The City will reflect PTO accrual on pay stubs.

13. HOLIDAY PREMIUM PAY

a. A bargaining unit member employee who is scheduled by management to work on the following holidays shall receive premium pay of time and ½ for hours worked on that day:

The last Monday in May (Memorial Day)

July 4th (Fourth of July)

The first Monday in September (Labor Day),

The 4th Thursday in November (Thanksgiving Day)

December 25th (Christmas Day)
January 1st (New Years Day)

b. For purposes of this section, the holiday means the actual holiday listed above, regardless of when the holiday is observed by the City.

14. RETIREMENT

a. An employee will be enrolled in the City's Part-time, Seasonal and Temporary (PST) retirement plan, unless the employee is a member of the Public Employees Retirement System (PERS).

b. An employee who is a member of the Public Employees Retirement System (PERS) shall be enrolled in the appropriate PERS retirement plan.

c. Hourly employees in a PERS retirement plan, other than the PERS Miscellaneous Plan, will contribute the full required member contribution for that plan.

d. Effective October 29, 2005, hourly employees in the PERS Miscellaneous plan will pay a contribution for retirement according to the following formula:

1. 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, and the City will pay the remaining .838% (EPMC). These contributions will be made on a pre-tax basis and credited to the employee's PERS member account.

2. 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 shall apply the credit by paying an additional portion of the required 8% employee contribution, up until the point where the City pays a full 7% of the 8% required employee contribution.

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

3. If 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:

i. 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 an additional 0.61% (2% times 30.559%) of the 8% employee contribution, for a total of 7.772%];

ii. 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 time off 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% 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. If for any reason the cost-sharing agreement above is not allowable under PERS regulations, the City and the Union agree to re-opener negotiations with the sole purpose of achieving the same cost sharing proportions through other means.

15. JURY/WITNESS DUTY

a. 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 hourly employment, said jury duty shall be considered leave without pay without interruption of service. At the employee's request, the City shall make reasonable efforts to reschedule employee work hours to accommodate the jury duty requirement, subject to the operation needs of the department.

b. 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 release time with pay in the amount of the difference between the employee's regular earnings and any amount he/she receives for such appearance.

16. RELEASE TIME FOR BEREAVEMENT

Effective upon ratification, at the request of the employee, an employee will be released from a minimum of five (5) scheduled work days without pay upon the death of the following immediate family members: spouse, domestic partner, mother, father, brother, sister, or child. Domestic partnerships must be registered with the California Secretary of State. 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. Bereavement leave is unpaid, however employees may elect to use accrued paid time off (PTO) during an unpaid bereavement leave. The employee may be required to present a death certificate or other satisfactory proof of death.

17. MEDICAL LEAVE OF ABSENCE

Employees who are not eligible for a medical leave of absence under family medical leave laws and policies (FMLA/CFRA) will alternatively be eligible to request up to a maximum of 12 weeks of unpaid leave of absence for medical reasons under the terms of the City's "Leave Of Absence Without Pay – Medical Reasons" Policy.

18. 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 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 job performance 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 City designated 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.

e. In departments where regular safety meetings are conducted, if minutes of those meetings are taken, copies of those minutes shall be posted on departmental bulletin boards. Departmental stewards will be permitted to place items on the safety meeting agenda and to attend these meetings to explain those items.

f. The City shall comply with all State and federal requirements that pertain to the operation of computer equipment. In addition, as part of its commitment to making a reasonable effort to provide and maintain a safe place of employment the City shall review the Health and Safety implications of operating computer equipment.

g. Departments shall maintain binders of current Material Safety Data Sheets on substances with which unit employees work or come into contact. These binders shall be made available for inspection at all reasonable times.

19. 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 by department.

b. Notwithstanding the above, the parties agree that employees designated by the City as required to wear steel-toed safety shoes 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 an amount not to exceed \$150.

20. PAYROLL

- a. Employees who receive payroll overpayments shall reimburse City for such overpayments. City shall establish a reasonable schedule of payments based upon the amount of such overpayment and the date such overpayment was made.
- b. City agrees to explain all payroll stub information to employee upon request of said employees.
- c. The City agrees to provide the Union with up to four (4) deduction codes. These deduction codes may be the same codes used for other bargaining units.
- d. The parties agree that City will continue deducting monies from payroll and remit same to the Union as authorized by employee payroll deduction authorizations in accordance with present policy.

Employees will retain their union deduction category (member, agency fee payer, etc.) while on active but unpaid status. No payroll deductions shall be taken or accrue while an employee is on active unpaid status.

When an employee switches from the Hourly bargaining unit to a unit not represented by S.E.I.U., Local 620, S.E.I.U. deductions 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:
 1. A new hire and termination list of bargaining unit employees. The list will also show employees who have been promoted to the General or Treatment and Patrol Bargaining Units.
 2. A list of current active bargaining unit members showing (1) name, (2) job classification title, (3) department, (4) hours worked in the current fiscal year, (5) hours worked in the two prior fiscal years, (6) hire date, (7) retirement plan, (8) hourly wage, (9) hours worked in the current pay period, (10) union deduction and category (dues, fees, political action, insurance, etc.), if any, for that pay period.

21. MANAGEMENT RIGHTS

- a. The City shall retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law with respect to determining the level of, and the manner in which, the City's activities are conducted, managed, and

administered, and the Union recognizes the exclusive right of the City to establish and maintain departmental rules and procedures for the administration of its departments.

b. The City has the exclusive right and authority to schedule work and/or overtime as required in the manner most advantageous to the City.

c. Every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee.

d. The City reserves the right to terminate bargaining unit members at any time. The Union recognizes that bargaining unit members are “unclassified” employees.

22. REPRESENTATION- UNION OFFICERS AND REPRESENTATIVES

a. Employees Meeting and Conferring: City shall allow a reasonable number of employee representatives reasonable time off without loss of compensation or other benefits when formally meeting and conferring with representatives of the City on matters within the scope of representation.

b. Union Stewards: The City recognizes that Local 620 Stewards are the official on-site representatives of the Union. Upon request, the Union shall provide the City with a list identifying by name and work location all regular and alternate stewards. Said list shall be kept current at all times.

Stewards may spend a reasonable amount of time to promptly investigate and process grievances within their jurisdiction without loss of pay or benefits of any kind. Stewards, before leaving their work location to transact such investigations or processing, shall inform their supervisor of the area to be visited and obtain prior permission. If permission cannot be granted to leave her/his workstation at the time the request is made, the parties agree that the timelines for processing a formal grievance shall be extended until permission can be granted.

c. Union Staff Representatives: The City agrees that authorized union staff representatives shall be given access to work locations during working hours to observe working conditions. However in no case shall such representatives interrupt employees while on scheduled work time. Such visits are to be made with the prior knowledge of the Department Head (or his/her designee) and a management representative may accompany the Union staff member on the visit. A staff representative is defined as a full or part-time employee of the Union.

d. Bulletin Boards: Management will provide adequate bulletin board space at each facility where members of this unit are assigned.

Prior to posting the Union shall submit a copy to the City Administrator or a designated representative.

e. Union Business Attendance: It is agreed that City will make reasonable efforts to reschedule up to 2 work shifts per fiscal year for union-designated officers or stewards, subject to the needs of the Department, in order to allow them to attend to Union related business on their own time. Union related business is defined as follows: conferences, meetings, training and other union activities outside the workplace. No such release time will be taken except with two weeks notice and prior approval of the Department Head (or his/her designee) who shall notify the Human Resources Manager.

23. GRIEVANCE PROCEDURE

a. Grievances shall be defined as an alleged violation of this Agreement. No act or activity which may be grievable will be considered for resolution unless a grievance is filed in accordance with Step One of the procedure contained herein within twenty (20) working days of the date the grievable activity occurred.

b. The Union agrees that whenever investigation or processing 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.

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 resolve it through discussion with her/his immediate supervisor. Every effort will be made to find an acceptable resolution at the lowest possible level of supervision.

Step Two

If after such discussion the employee does not believe the grievance has been satisfactorily resolved she/he may file a formal written grievance in writing within ten (10) days to her/his Department Head.

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

Grievances which are general in character and which involve interpretation or application of this MOU 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

Step Three

If within ten (10) working days after the Department Head's or Assistant City Administrator's response, 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. The City Administrator's decision shall be considered final.

d. Time limitations for filing and responding to grievances may be waived or extended by mutual agreement of the parties.

24. MAINTENANCE OF BENEFITS

The City and the Union agree that all compensation, including 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.

Wage adjustments as provided for from time to time by ordinance, resolution, or by City Charter, as may be amended, 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.

25. EFFECT OF LEGISLATION:

a. For the term of this Agreement, the Union explicitly waives on behalf of hourly bargaining unit members coverage under any "Living Wage Ordinance" or other local law setting minimum compensation and/or benefit rates for City employees, if the local law permits a waiver by a collective bargaining agreement.

b. In the event that state, federal, or local legislation is passed which increases the combined costs of wages and/or benefits that the City must pay to its represented hourly employees including, but not limited to, (1) a City "Living Wage Ordinance" that does not allow a waiver or (2) a mandatory health insurance benefit statute, the City may request that the parties reopen negotiations. The parties shall meet and confer

within 30 days of such written request to the Union. The intent of such negotiations will be to meet and confer over adjustments to wages and/or benefits provided under this Agreement related to the new legislation.

26. WAIVER

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 or as otherwise provided herein.

It is further agreed that nothing in this Agreement shall in any way diminish the rights of the 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.

27. 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 confer over the invalidated provision.

Article I. APPENDIX A: Defining Eligibility in the Bargaining Unit

THIS AGREEMENT IS ENTERED INTO AS OF NOVEMBER 3, 2003 BETWEEN THE CITY OF SANTA BARBARA, HEREINAFTER REFERRED TO AS THE "CITY", AND THE SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 620, HEREINAFTER REFERRED TO AS "THE UNION "

1. Bargaining Unit Membership: Eligible Temporary Employee Bargaining Unit employees are City employees who have worked 520 hours or more in the current fiscal year¹ or the prior fiscal year and who are assigned on a temporary basis to those job classifications regularly contained in the General or Treatment and Patrol Bargaining Units and to other temporary job classifications, **except:**

- a. Employees assigned on a temporary basis to job classifications regularly contained in other City bargaining units (Supervisors, Managers, Fire and Police units);
- b. Temporary employees who are in positions designated by the City Administrator as "confidential employee" or "management employee" positions pursuant to Municipal Code Section 3.12.020(e) and 3.12.020(f). This Letter of Agreement does not otherwise limit the rights such employees may have to be members of or hold office in another employee organization;
- c. Employees assigned to certain temporary job classifications at the Police and Fire Departments whose job duties are closely tied to regular police or fire related duties (The parties agree that this exclusion will include, but not be limited to, Background Investigator, Police Cadet, Police Reserves Officer, Assistant Police Activities League Coordinator, Nurse Educator, Parking Citation Administration Review Officer, etc. However, positions such as "host" or "crossing guard" will not be excluded.);
- d. Employees hired through temporary employment agencies and other contingent worker staffing firms who are not City of Santa Barbara employees. The City agrees to provide the Union with information about such workers as well as information about payments made to the temporary employment agencies or other contingent worker staffing firms, upon request.

2. Bargaining Unit Adjustment: Following recognition, for purposes of bargaining unit adjustment, eligible employees will become part of the bargaining unit as of the first day of the pay period beginning after the employee reaches 520 hours of work in a fiscal year. At the beginning of each new fiscal year, bargaining unit members who did not work 520 hours or more in the prior fiscal year will be removed from the bargaining unit, and dues deductions will be discontinued. The City will provide SEIU with a list of employees deleted from the bargaining unit.

¹ For purposes of counting hours under this agreement, a "fiscal year" begins with the first day of the first biweekly pay period ending in the new July-June fiscal year.

3. Card Check Recognition: Only workers in eligible job classifications who were active in the payroll system on September 19, 2003 and who worked 520 hours or more in fiscal year 2003 shall be considered part of the eligible universe for the purpose of card check recognition. The City and the Union agreed on a list of these employees on November 3, 2003.
4. Card Count: The City and the Union shall cause the State Mediation & Conciliation Service S.M.C.S., or another mutually agreeable neutral party, to conduct the card count and validate the cards for the purpose of recognition as soon as practicable after November 3, 2003, but in no case after December 31, 2003.
5. The Union must submit all valid cards for card count purposes, together in a single group in alphabetical order, to the neutral party selected pursuant to Section 4 of this Letter of Agreement on the card count date.
6. To be valid, a card must be:
 - a. In the format attached hereto, and incorporated by reference, as Exhibit A[**Exhibit A on file*]; and
 - b. Signed and dated within the 6 months immediately preceding September 19, 2003; and
 - c. Legible enough to make a definite identification of the employee's name and the date of the signature for count purposes, according to the determination of the neutral party selected pursuant to Section 4 of this Letter of Agreement.
7. Upon certification by the neutral party selected pursuant to Section 4 of this Letter of Agreement that a majority of eligible temporary employees, as defined above, have authorized the Union to represent them for the purpose of collective bargaining on wages, hours and other terms and conditions of employment, the City will recognize the Union as the exclusive bargaining representative for employees in the Unit.
8. Following recognition, the City will provide information for all City temporary employees who meet the criteria for representation by the Union (520+ hours, etc.) in the same manner and timeframes as the City provides information to the Union for General Unit employees.

Article II. APPENDIX B: Hours Limitation- List of Grandfathered Employees

See M.O.U. Article 8(e)- "Hours of Work: Hours Limited to 999 in a Fiscal Year"

FUND		DIVISION	EMPLOYEE NAME	TITLE
431	4317	PBIA OPERATIONS	ARRIAGA, SERGIO	GROUNDS MAINT ASSISTANT I
431	4317	PBIA OPERATIONS	AARON GRAY	MAINTENANCE WORKER I
431	4317	PBIA OPERATIONS	JUAN, JOSHUA	LOT OPERATOR VI
431	4315	PW-DOWNTOWN PARKING	AYALA, EDWARD	LOT OPERATOR III
431	4315	PW-DOWNTOWN PARKING	CAUDILLO, AMANDA	LOT OPERATOR V
431	4315	PW-DOWNTOWN PARKING	GEFTAKYS, EDWARD	LOT OPERATOR IV
431	4315	PW-DOWNTOWN PARKING	RIOS, EDWARD	LOT OPERATOR IV
431	4315	PW-DOWNTOWN PARKING	SLATER, LAURIE	LOT OPERATOR III
431	4315	PW-DOWNTOWN PARKING	VILLA, DEBRA	LOT OPERATOR III
621	8121	WATERFRONT-PARKING SVC	BARRIOS, CESAR	WATERFRONT WORKER XI
621	8121	WATERFRONT-PARKING SVC	HENAULT, MARCELLA	WATERFRONT WORKER VIII
621	8121	WATERFRONT-PARKING SVC	MUNOZ, MOISES	WATERFRONT WORKER VIII
621	8121	WATERFRONT-PARKING SVC	TUCHSCHERER, THOMAS	MAINTENANCE WORKER II
621	8121	WATERFRONT-PARKING SVC	WASHINGTON, ROBERT	WATERFRONT WORKER VIII

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY
OF SANTA BARBARA ADOPTING THE
MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SANTA BARBARA AND THE SANTA
BARBARA CITY SUPERVISORY EMPLOYEES'
BARGAINING UNIT (SUPERVISORS' UNIT)

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 Supervisory Employees Bargaining Unit, effective as of January 10, 2009 and attached hereto and incorporated herein by reference as Exhibit "A" (hereinafter the "M.O.U.") is hereby adopted.

SECTION 2. During the term of the M.O.U., the City Administrator is authorized to provide the same salary and fringe benefit increases generally extended to employees under the M.O.U. to the City's confidential supervisors.

SECTION 3. 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) that were adopted with the annual budget.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SANTA BARBARA
AND
SANTA BARBARA CITY SUPERVISORY EMPLOYEES'
BARGAINING UNIT**

THIS AGREEMENT IS ENTERED INTO AS OF MARCH 17, 2009, BETWEEN THE CITY OF SANTA BARBARA, HEREINAFTER REFERRED TO AS THE "CITY", AND THE SANTA BARBARA CITY SUPERVISORY EMPLOYEES' BARGAINING UNIT, HEREINAFTER REFERRED TO AS "UNIT".

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 Unit, 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:

FOR THE UNIT:

Kristine E. Schmidt
Employee Relations Manager

Victor Garza, Parking/Tmp Superintendent
Unit President

Bill McTomney
Public Works Administrative Officer

Cynthia Collinge
Admin/Clerical Supv

Michael Pease
Budget Manager

Judd Conley
Waterfront Maintenance Superintendent

Christie Lanning
Human Resources Analyst

Araceli Esparza
Purchasing Supervisor

Ronald Liechti
Supervising Senior Accountant

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- APPENDIX E: CHILD CARE PERSONNEL POLICIES

1. BENEFITS-PERMANENT 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 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 20 hours or more per week on a less-than-full-time basis as of May 1, 2005 will continue to receive full-time health benefits (cafeteria plan contribution, medical contribution, dental contribution, vision contribution).

2. BEREAVEMENT LEAVE

The City's current bereavement leave policy shall be up to five (5) days leave with pay and shall include the following immediate family members: 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, 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.

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.

3. BILINGUAL SKILLS

The City and the Unit agree to encourage employees to voluntarily develop bilingual skills in instances where the public contact nature of their jobs would make such skills valuable. Bilingual skills for purposes of this article may include both verbal interpretation and routine written translation skills. Complex written translations and complex verbal transactions during large group meetings may be performed if the employee possesses these skills.

Any employee who is requested by the City and agrees to bilingual designation 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 verbal language proficiency and/or written translation skills as necessary.

All employees certified for use of bilingual skills shall receive compensation, per payperiod, in the amount of \$64.00

4. CAFETERIA PLAN

The City will provide a flexible benefit plan known as the "Supervisors' 125 Cafeteria Plan" within the meaning of Section 125(d) of the Internal Revenue Code. The City shall contribute the following per employee, per month to the plan:

Time Period Covered
January 1 2009- December 31, 2010

Amount Per Month
\$895

The employee will distribute this money among the various cafeteria plan options.

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.

5. CATASTROPHIC LEAVE

Permanent full-time and permanent part-time employees who are incapacitated due to a catastrophic off-duty illness or injury and anticipate exhausting all leave balances may request assistance under the City's Catastrophic Leave Policy. (See Appendix D.)

6. CHILD CARE

The City and the Unit agree to abide by all provisions of the City Child Care Policy (Appendix E).

- a. The City will provide a pre-tax salary reduction plan for dependent care needs in accordance with Section 129 of the Internal Revenue Code.
- b. One member of the Supervisory Employees' Unit shall be appointed to a Child Care Center Advisory Committee, if established
- c. All City child care subsidy amounts will apply across the board to all child care slots if a child care center is established.
- d. The City will explore establishing priority for a percentage of slots for City employee access to child care services provided in leased City facilities.

7. DEFERRED COMPENSATION

The City and the Unit agree that employees shall have the option of selecting deferred compensation as a benefit program.

8. DISABILITY RETIREMENT

- a. An employee found physically or mentally incompetent to perform his/her regular duties shall be terminated pursuant to 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 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.
- 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.

9. DISCIPLINARY ACTION

a. Any proposed suspension, demotion, or termination of a supervisor, whether classified or unclassified, will be reviewed by Human Resources.

b. The City at its option shall have the right to amend Charter Section 1007 to eliminate procedural redundancies with current "Skelly" procedures required by State law and City regulations for classified employees.

c. If either federal or State law is adopted requiring binding arbitration of disciplinary disputes, the City, at its option, shall have the right to repeal the disciplinary appeal rights provided by Charter Section 1007.

d. 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.

10. DOMESTIC PARTNERSHIP BENEFITS

The City shall allow 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.

11. DRESS CODE

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 and consistent with uniform requirements and safety policies established by the City. Failure to do so will result in an employee being directed to conform to the appropriate dress standard. No dress codes other than the above standard are to be established in the various departments.

12. DRUG AND ALCOHOL TESTING

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.

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 A.

13. EQUAL EMPLOYMENT OPPORTUNITY

a. The City and the Unit 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, Unit membership, sexual orientation, marital status, disability, or pregnancy.

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

14. FURLOUGH- UNPAID

Employers will be subject to up to a 5% unpaid furlough in the July 2009- June 2010 Fiscal Year under the terms outlined in the "City Of Santa Barbara Fiscal Year 2010 Mandatory Unpaid Furlough Plan", Appendix F, or such alternate terms as may be mutually agreed upon by the parties.

15. HEALTH AND SAFETY

a. The City and the Unit 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 Unit 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 cannot be satisfactorily remedied by the immediate supervisor, an employee has the right to submit the matter either personally or through the 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 Unit 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 Unit 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 City designated employees in an on-duty status.

c. Both the City and the Unit 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.

e. In departments where regular safety meetings are conducted, if minutes of those meetings are taken, copies of those minutes shall be posted on departmental bulletin boards. Departmental representatives will be permitted to place items on the safety meeting agenda and to attend these meetings to explain those items.

f. The City shall comply with all State and federal requirements that pertain to the operation of computer equipment. In addition, as part of its commitment to making a reasonable effort to provide and maintain a safe place of employment, the City shall review the health and safety implications of operating computer equipment.

g. Departments shall maintain binders of current Material Safety Data Sheets on substances with which Unit employees work or come into contact. These binders shall be made available for inspection at all reasonable times.

16. HOLIDAYS

a. The City and the Unit agree that the following days shall be observed as legal holidays by all employees in the Unit:

January 1st	(New Year's Day)
3rd Monday in January	(Martin Luther King, Jr.'s Birthday)
March 31 st	(Cesar Chavez Day)
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)

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

c. Whenever a holiday occurs on an employee's regularly scheduled day off, the employee is entitled to an additional day off. Such day off shall be taken within sixty (60) calendar days, or shall be compensated at straight pay.

d. Whenever an employee is specifically required to work on a day which is being observed as a holiday, the employee shall receive an additional day off at straight time compensation and be compensated at the rate of time and one-half for the hours worked. The employee must take the additional day off within sixty (60) calendar days or shall be paid for that day on a straight time basis. Time and one half shall not be paid for hours that the employee voluntarily chooses to work, but is not required to work.

e. 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.

17. IMPLEMENTATION OF MOU

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

18. INSURANCE

The City and the Unit agree that for the period of January 1, 2009 through December 31, 2010, the City shall provide a Medical/Dental/Vision insurance program.

The City retains full and complete control over the selection, approval, and administration of the City's employee medical/dental/vision insurance programs to include selection of the carrier, insurance contract renewal, and changes in program specifications. However, medical/dental/vision insurance benefits effective during the course of this Agreement shall remain at least equivalent to those in effect at the commencement of this Agreement and shall include a medical plan option.

The City shall notify the Unit within two weeks of receipt by the City of any notification received regarding major changes in benefits or cancellation of contracts from insurance companies providing insurance coverage identified in this section. Upon such notification, a meeting will be scheduled with the Unit to allow information to be exchanged and afford the Unit the opportunity to consult with the City on the matter.

19. LAYOFF POLICY

a. The City and the Unit agree that any employee whose position is abolished, pursuant to Section 1008 of the City Charter, shall receive a minimum of thirty (30) days written notice prior to the effective date of abolition. The affected employee shall be given every opportunity through promotional examinations, transfers, and voluntary demotion to fill existing vacant positions. In the event that an employee scheduled to be laid off does not possess minimum qualifications for vacant positions, opportunity for trainee-level appointment to a vacancy in the bargaining unit will be considered. In no case shall open competitive recruitment be used to fill a vacancy until it is determined that no person holding a position to be eliminated meets the qualifications for the vacancy and that no person holding such a position has the potential and willingness to meet those qualifications pursuant to the trainee-level position ordinance (Municipal Code Section 3.04.055).

Notwithstanding the above, a Department Head shall have the sole right not to employ, accept transfer of, or demote any employee laid off who in the Department Head's sole opinion is not qualified for a position with due regard for the provisions of this Agreement, City policy, and State and federal law. A Department Head, however, may not reject an employee who has "bump rights" to a position as provided herein.

b. Order of Layoff

1. Under the City's policy on the abolition of positions and reduction of personnel by layoff, employees will be laid off by classification, department and division in the following order:

- a) Probationary employees (if any);
- b) Regular employees who received an overall performance evaluation score of less than 70% (under the former evaluation form), or an overall score of "needs improvement" (under the new 2008-2009 evaluation form) on the last two consecutive annual performance evaluations.
- c) By inverse order of seniority. Seniority is determined by continuous service in the classification.
- d) If employees have the same seniority within the classification, selection shall be made at random.

2. Employees affected by layoff shall have the right to return to the last position they previously held in the City service so long as they meet the position's current minimum qualifications and are physically able to perform and that position continues to exist. If an employee bumps down into the last position held, the employee will bump another employee within that classification, department and division as provided in subsection "2", above.

3. The City shall determine and implement the order of layoff after consultation with the Unit."

c. Whenever the City Administrator submits a budget to the City Council requiring layoff of general employees or supervisory employees as outlined in Paragraph b, the City Administrator shall, at the time of budget submission, provide the Unit with a list of prospective layoffees and a seniority list from which eligibility for layoffs was determined.

d. The City may offer a separation enhancement plan to avoid layoffs.

20. LEAVE OF ABSENCE

a. It is agreed that employees 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 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.

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 (medical, dental, vision, psychological, life, and long-term disability) for the longer of the first ninety (90) days of such medical leaves of absence, 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. Employee's seniority in City service.
2. Employee's job performance record.
3. Employee's disciplinary action record.
4. Needs of the City service.

e. 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 (other than medical) shall also be responsible for full payment (employer and employee portion) of insurance premiums.

f. No sick leave, vacation, or holiday shall accrue or be paid to employees during any period of authorized leave without pay or suspension.

g. "Continuous service" means employment with the City without break or interruption; in computing continuous service for the purposes of this chapter, neither military leaves nor leaves of absence on account of illness, whether with or without pay, shall be construed as a break in employment or service. Other absences aggregating in excess of ninety (90) 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".

21. LIFE INSURANCE

The City will provide a term life insurance policy covering the employee in the amount of one (1) year's annual salary (effective 1st of January of each year) or \$60,000, whichever is greater, with an equal accidental death and dismemberment provision.

22. LONG-TERM DISABILITY INSURANCE

The City will provide a long-term disability insurance plan by enrolling Unit members in the City of Santa Barbara Long-Term Disability Plan.

23. MAINTENANCE OF BENEFITS

The City and the Unit agree that all benefits, 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.

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

The City and the Unit 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.

24. MANAGEMENT RIGHTS

The City and the Unit 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 organization 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.

25. MEETING AND CONFERRING

The City and the Unit agree to meet and confer regarding renewal of the Memorandum of Understanding by using the concept of Mutual Gain Bargaining as utilized in the successful contract negotiations of 1991. Mutual Gain Bargaining principles to be observed include important assumptions such as focusing on issues not personalities, interests not positions, and satisfying mutual interests. The Unit and the City recognize that bargaining enhances the ongoing relationship between both parties, that both parties can win in bargaining and can help each other do so, and that open and honest discussion expands the area of mutual interests therefore expanding the options available to the parties to arrive at successful solutions.

26. MUNICIPAL CODE CHANGES

During the term of the Agreement the City and the Unit shall meet and confer with regard to any further City proposed changes to Santa Barbara Municipal Code Title 3 which are within the scope of representation.

27. OVERTIME

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

b. Overtime compensation shall accrue in fifteen minute minimum blocks of time for work performed fifteen minutes or more beyond a regularly scheduled work day or work week.

c. If an employee is called back to duty on an overtime basis, such employee shall be compensated for no less than two (2) hours overtime. If an employee is called back to work on an emergency basis, if

conditions permit, City shall provide said employee with nourishment and/or a rest period of appropriate duration.

d. The parties agree that employees have the right to request cash payment or compensatory time off (CTO), but that approval of one or the other benefit remains the right of the City consistent with the needs of the City.

Overtime worked shall be compensated at the rate of one hour of CTO for one hour of overtime worked or one and one-half hour cash out for one hour of overtime worked.

Overtime not cashed out shall be maintained in a CTO "Bank". An employee may accrue up to 100 CTO hours in his/her bank. The employee may maintain this bank unless the employee terminates or agrees to cash out a portion of all the hours in the bank. Management will make every effort to provide employees with opportunities to take compensatory time off to avoid exceeding the bank limit. The City retains the right to cash out CTO hours other than the 100 hour bank described above at the overtime rate.

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.

e. Prior management approval is required for the use of CTO, however employees may use CTO hours from their overtime bank without prior notice for time off due to illness or injury of their spouse or children. Such emergency leave shall not be unreasonably withheld by the City. Emergency leave shall be deducted from the employee's CTO bank. No emergency leave payment shall be made except after satisfactory evidence of dependent illness or injury has been accepted and approved by the Department Head.

f. The City and the Unit 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 of the City, 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.

28. PAYROLL

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

b. 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.

29. PERSONAL LEAVE

a. Employees shall be entitled to the same number of personal leave days as the General Employees' Bargaining Unit agrees to.

b. 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.

c. 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 CTO at those times.

30. 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.

31. PROCESSING OF 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 thirty (30) calendar days of the date the grievable activity occurred or the date the employee could reasonably have known such activity occurred.

b. The Unit 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.

Representatives 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 representative 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 cannot be made available, the representative will be immediately informed when the employee will be made available.

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

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. If after such discussion the employee does not believe the grievance has

been satisfactorily resolved, he/she may file a formal appeal in writing to his/her Department Head within ten (10) calendar days after receiving 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 calendar days after receiving the appeal.

If after receipt of the written decision of the Department Head the employee is still dissatisfied, he/she may appeal the decision of the Department Head to the City Administrator. Such appeal shall be made by filing a written appeal to the City Administrator within five (5) working days after receipt of the written decision of the Department Head. The City Administrator shall review the decision of the Department Head, 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.

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.

d. 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) calendar days.

An employee may appeal the response of the Assistant City Administrator. The employee's appeal and City Administrator's response shall be handled in accordance with the procedures in section "c" above.

e. 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 Unit prior to adopting or amending such policy.

f. 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.

32. PROFESSIONAL REGISTRATION PAY

It is agreed that when the Department Head assigns any Supervising Engineer to maintain the ability to assume responsible charge for sealing City design projects by using his/her California professional registration, that employee shall receive an additional 5.0% of his/her biweekly salary.

33. 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.

34. RECOGNITION

a. Pursuant to the provisions of Section 3.12 of the Municipal Code of the City and applicable State law, the Unit is recognized as the majority representative of the City supervisory employees and as the exclusive bargaining agent for the employees in said Unit.

b. The terms "supervisory employee(s)" or "employee(s)" as used herein shall refer only to full-time or permanent part-time employees serving in classifications who occupy positions designated as supervisory and authorized by the City Council in the City's official list of authorized positions

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

35. RECRUITMENT

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

36. RENEWAL

The City and the Unit 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, or as otherwise provided herein.

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

37. REPRESENTATION - UNIT OFFICERS AND REPRESENTATIVES

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

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

c. The City agrees that authorized Unit representatives shall be given access to work locations during working hours to conduct Unit 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 Unit staff member on the visit.

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

38. RETIREE DENTAL INSURANCE

a. The City will provide information on available individual dental plans to any Unit employee who retires. The premiums for any such dental plans shall be paid by the retiree.

c. At such time in the future that the General Employees' Unit bargains for and receives a dental insurance option for retirees, the City and the Unit agree to meet and confer regarding a dental insurance option for Unit Retirees.

39. RETIREE MEDICAL INSURANCE CONTRIBUTION

- a. This provision is applicable to employees who retire from City service on or after January 1, 2005 and
 - 1. Have 15 or more years of classified or unclassified service; or
 - 2. Retire from the City with an industrial disability.
- b. For employees who retire on or after January 1, 2009, the City shall contribute \$8.75 per month, per year of service up to a maximum of 35 years (i.e., \$306.25/month) towards the purchase of medical insurance for the retiree and his/her spouse or domestic partner registered with the City Clerk or the Secretary of State, if applicable. The City shall increase the contribution as follows:

<u>Retiring On or After</u>	<u>Dollar/Month/Yr of Service</u>	<u>Maximum (35 Years)</u>
March 28, 2009	\$9.19	\$321.65
January 1, 2010	\$9.65	\$337.75

- c. The retiree is not limited to the 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 65. Thereafter, the spouse or domestic partner may remain on the insurance plan, at his/her cost, subject to the conditions set forth by the insurance company.
- e. 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.

40. RETIREMENT

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

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."

41. 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.

42. SAFETY EQUIPMENT

The City and the Unit 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.

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.

Notwithstanding the above, the parties agree that employees designated by the City as required to wear steel-toed safety shoes, 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 the amounts established for general employees.

43. SAFETY RETIREMENT FOR AIRPORT PATROL- REOPENER

During the term of the 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. All other provisions of this Agreement will remain in full force and effect.

44. SALARIES

a. Across-the-board salary increase for all classifications during the term of this Agreement will be as follows:

<u>Date of increase</u>	<u>Amount of Increase</u>
January 17, 2009	1.5%
September 12, 2009	1.0%
April 10, 2010	1.5%

b. Over the term of the agreement, the following classifications will receive the following base salary adjustments in addition to the adjustments set forth above:

<u>Classification Title</u>	<u>April 10, 2010</u>	<u>August 28, 2010</u>
Airport Patrol Supervisor	3.5%	4.0%
Harbor Patrol Supervisor	1.0%	--

c. Effective at the beginning of the first full pay period after September 15, all supervisory employees eligible for a merit increase shall receive a merit increase as outlined in Appendix C.

d. 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.

e. The City shall make every effort to maintain Supervisory classes fifteen (15) to twenty (20) percent above the highest paid subordinate depending on the difference in responsibilities and the programmatic/section responsibilities of the class; if multiple supervisory or subordinate class levels exist, this differential may be set at ten (10) percent.

f. The salaries of employees who are reclassified shall be set at a level determined by the City subject to the following: (1) in no case shall the salary of an employee who receives an upward reclassification be less than the employee's salary at the time of reclassification, and (2) in no case shall the salary of an employee reclassified downward be set below the level the employee was previously receiving in the higher classification.

g. 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 probationary period shall begin on the first day of employment.

45. SALARY SURVEY

The City will conduct a total compensation survey during the term of the agreement and make every effort to have the results finalized 60 days prior to the expiration of the agreement, for reference during negotiations for a successor agreement.

46. SERVICE CREDIT FOR SICK LEAVE UPON RETIREMENT

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

The following conditions apply to this benefit:

- a. In order to qualify for service credit for sick leave upon retirement, the retiring supervisor must have at least 500 sick leave hours;
- b. The conversion rate of 0.004 years (which equals one day) of service credit for each 8 hours of sick leave is utilized;

Example:

A Miscellaneous employee retires at age 55 (2.7% benefit factor under the 2.7% at 55 formula) with an average monthly salary in the highest year of \$4, 000. If the employee has 600 hours of sick leave:

600 hours of sick leave ÷ 8-hour day
= 75 days of sick leave x .004 years conversion rate
= 0.3 years of service credit.

0.3 years service credit x 0.02 (2.7% benefit factor) x \$4,000 average monthly salary
= \$32.40 per month annuity

- c. The retiring supervisor may take the cash purchase value of the annuity in lieu of the monthly annuity;
- d. 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
- e. If the City amends its PERS Miscellaneous or Police Safety contract to include service credit for sick leave upon retirement, miscellaneous or safety members, respectively, will be included in that PERS contract amendment and the annuity program will be discontinued for that group.

47. 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.

48. SICK LEAVE

- a. The City and the Unit 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 unlimited accumulation. Said sick leave accrual shall commence at the beginning of the employee's employment with the City.
- 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, respectively, are eliminated.
- c. If, during the term of this Agreement, City General employees are granted a sick leave buy back or conversion option, then the Unit will have the opportunity to accept or reject a similar option.
- d. An employee may use sick leave for a medical appointment when it is not possible to arrange such appointment during non-work time subject to the following conditions: (1) reasonable advance notice which in no event shall be less than 24 hours; and (2) subject to supervisory approval based on operational needs.
- e. 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, 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.

49. STANDBY PAY

The City and the Unit agree that effective during this Agreement, when an employee is officially designated by management to remain available to return to work at any time during specific hours outside of normal working hours, the employee shall receive two 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 Unit 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.

50. TERM OF AGREEMENT

The City and the Unit agree that the term of this Agreement shall be twenty-four (24) months, commencing January 10, 2009 and ending January 09, 2011.

51. 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 Unit, 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 and that a fire evacuation plan will be developed by each department for each major City facility and posted.
- b. The City and the Unit agree that all direct costs for all training or instruction required by the City shall be paid for by the City provided, however, that no overtime shall accrue to employees for travel time to or from any training program conducted on a non-City site.

c. Employees will be eligible to participate in the City-wide Educational Reimbursement Program. Effective July 1, 2010, employees will be eligible to apply for reimbursement under the "Master's Degree Reimbursement Program for Management Employees", subject to the same terms and limitations as management employees.

d. The Unit shall appoint three members to serve on the Supervisory Training Advisory Committee. This Committee shall meet when necessary to recommend course content changes for supervisory training, or when management proposes substantial changes to course content. Management shall inform the Unit of any proposed changes.

52. UNIFORM MAINTENANCE ALLOWANCE

a. The City and the Unit agree that employees required by the City to wear field uniforms 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. However, City shall provide field personnel with a minimum of seven (7) and a maximum of eleven (11) uniform changes based on the employee's request and the operational needs of the department.

b. Police, Airport and Harbor Patrol supervisory personnel shall receive an annual cash uniform purchase and replacement allowance equal to the amount received by those supervised.

Employees shall be required to purchase and maintain the uniform in accordance with department standards.

53. UNIT CONVENTION ATTENDANCE

It is agreed that not more than four (4) Unit officers or delegates will be permitted to attend Unit national or State conventions or Unit-related training and skill development meetings once a year with up to three (3) days per year with pay. Attendance will be subject to approval of Department Head.

54. VACATION POLICY

a. 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:

<u>Length of Continuous Service</u>	<u>Vacation Entitlement</u>
0 - 2 years	12 days per year
3 - 5 years	15 days per year
6 - 10 years	22 days per year
11 - 15 years	25 days per year
16 & over years	28 days per year

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. No employee may accrue a vacation balance in excess of thirty-five days (280 hours) unless approved for excess accrual based upon City need or personal emergency.

The employee will submit an excess vacation accrual request and meet with his/her supervisor as soon as possible to schedule the use of the excess accrual. The proposed request shall be forwarded by the supervisor to the Department Head for review. If endorsed by the Department Head, the request shall be forwarded to the City Administrator for consideration of approval.

b. [If an employee takes a minimum of eighty (80) hours of vacation during a vacation year, that employee is eligible to receive cash in lieu of up to one hundred (100) hours of vacation time. Vacation may be "cashed in" in 10-hour increments or multiples thereof only, and the amount to be cashed in will not exceed the employee's vacation balance at the end of the vacation year. Employees eligible for vacation

"cash in" shall state their intentions to cash in vacation within the time frame and procedures established by the City.] **This vacation cash in provision will be suspended during the term of this Agreement as described in subsection "c", below.**

c. The vacation cash-in provision of the MOU, referenced in subsection "b.", above, will be suspended in during the July 2009-June 2010 Fiscal Year (i.e., the fall 2009 cash-out). The City may also elect to suspend the vacation cash-out in July 2010-June 2011 Fiscal Year (i.e., the fall 2010 cash-out), if necessary for budgetary reasons. If the City elects to suspend the vacation cash-out in Fiscal year 2011, it will notify the Association prior to June 30, 2010.

1. While the vacation cash-out is suspended, the City acknowledges that it is the intent of the City to allow employees to take at least an amount of vacation time off in each fiscal year equivalent to the full amount of vacation accrual the employee will receive during the same period. In addition, management will work with employees to schedule time off to attempt to avoid the loss of vacation under vacation accrual caps.

2. Employees may submit vacation requests for the July 2009-June 2010 or the July 2010-June 2011 fiscal years at any time, but to ensure the ability to use their full vacation accrual for the fiscal year during the same fiscal year, they must submit all related vacation requests by December 31st of that year. Management will make every effort to accommodate employee's choice of vacation schedule subject to the needs of the City and seniority considerations.

3. Supervisors may appeal denied requests for vacation use to the Department Head.

d. Vacation year is defined to be the period beginning with the day after the 23rd payroll date of one calendar year, and ending on the 23rd payroll date of the following calendar year. The chart below lists the vacation year, the time sheet used to request the cashed in vacation, and the date the cashed in vacation will be paid:

<u>Calendar Year</u>	<u>Vacation Year</u>	<u>Request on time sheet for Pay Period ending</u>	<u>Paid Date</u>
2009	11/08/08 – 11/06/09	N/A	N/A
2010	11/07/09 – 11/05/10	11/19/10*	12/03/10*

* Only if vacation cash out is not suspended in the July 2010-June 2011 Fiscal Year as provided in subsection "c", above.

Employees eligible for vacation cash in must request vacation cash in on the time sheet dates listed above.

55. VACATION/SICK LEAVE ADVANCED CREDIT UPON HIRE

Effective June 1, 2007, 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.

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.

56. WORK SCHEDULE

a. The normal work week shall average forty (40) hours. There shall be at least two (2) consecutive days of rest observed after each work week subject to City needs for stand by, call back, and overtime. 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 (48) hours 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 work day or work week 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 week ends.

57. WORKERS' COMPENSATION

a. The City and the Unit agree that Municipal Code Section 3.08.220 shall be amended to provide that supervisory employees who sustain illness or injury arising out of and in the course of their City employment shall receive benefits equal to those mandated by the State of California plus the difference between State mandated benefits and the equivalent of eighty-five percent (85%) of the individual's gross (excluding O.T.) salary, if any, paid by the City for a maximum of ninety (90) working days.

b. This section shall apply to any absence due to "industrial" injury or illness which begins on or after July 1, 1979.

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.

58. WORKING OUT OF CLASSIFICATION

a. Out of Classification Work

The City and the Unit agree that it is the intent of departmental management, whenever possible, to avoid working an employee out of classification for a prolonged period of time.

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 twenty-five (25) work days in any one calendar year, or if extended beyond twenty-five (25) work days, the employee shall be compensated at the rate of the higher classification while the out of classification work continues subject to the 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 the full-time performance of the significant duties of an authorized, funded, permanent, full-time position in one classification 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.

b. 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. The decision to request, or not request, a classification review shall be at the Department Head's sole discretion, however the decision will not be arbitrary or capricious."

**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 Unit.

B. COVERED EMPLOYEES

Employees in the supervisory job classifications 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 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 employees 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 may 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 Unit 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 metabolites	50	
(i) Delta-9-tetrahydrocannabinol-9-carboxylic acid (THC)		15
(2) Cocaine metabolites (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 metabolites	2000	
(i) Codeine		2000
(ii) Morphine		2000
(iii) 6acetylmorphine		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:	Policy No. TBA
	9/80 WORK SCHEDULE POLICY	
Issued by: Barbara Barker, Human Resources Manager		Adopted: 5/8/2007 Updated

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



9/80 WORK SCHEDULE POLICY

Issued by: Barbara Barker, Human Resources Manager

Adopted: 5/8/2007
Updated

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 Unit 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.



9/80 WORK SCHEDULE POLICY

Issued by: Barbara Barker, Human Resources Manager

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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



9/80 WORK SCHEDULE POLICY

Issued by: Barbara Barker, Human Resources Manager

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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., Sunday-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.



9/80 WORK SCHEDULE POLICY

Issued by: Barbara Barker, Human Resources Manager

Adopted: 5/8/2007
Updated

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 B : SUPERVISORY PERFORMANCE EVALUATION

1. Performance Evaluation Form: Beginning with the September 2009 evaluation process, supervisors will be evaluated using the Supervisory Evaluation Form, attached hereto as "**Attachment A**".
2. Timing of Performance Evaluations:

Performance evaluation is an on-going process throughout the year. However, there are some specific time frames for formal evaluation:

 - A. All employees in the Supervisory Bargaining Unit are to have a formal performance evaluation completed by September 15 each year.
 - B. For new or newly promoted supervisors:
 - i. Within first three months on the job, employee shall receive and discuss a formal list of duties.
 - ii. At six months the first formal evaluation shall take place.
 - iii. At nine months any areas that need improvement shall be evaluated again. If no improvement has been made, serious consideration should be given at this time to the termination or demotion of the employee, if warranted.
3. Work Performance Objectives: Work Performance Objectives and Training and Employee Development Objectives shall be drafted cooperatively between the employee and his/her supervisor with the goals of personal growth and strengthening the supervisory skills of the employee, and increasing the productivity and effectiveness of the work unit.
4. Qualification for Merit Increase:
 - A. Upon the recommendation of the department head, an employee who is not already at the top of the salary range for the employee's classification may qualify for a merit increase of 5%, not to exceed the maximum of the salary range for the employee's classification. Merit increases will be effective on the first day of the pay period following September 15th.
 - B. In order to qualify for a merit increase of up to 5%, the employee must receive an overall rating of "Successful" or "Exceptional" on the annual performance evaluation.
 - C. An employee receiving an overall rating of "Needs Improvement" will not be eligible for a merit increase.
 - D. New or Newly Promoted Supervisors may qualify for a prorated merit increase.
 - i. Employees in a position for six (6) months or more, but less than 12 months, as of September 15th will receive a prorated merit increase if they meet the qualifications for a merit increase. [Example: 9 months/12 months x 5% = 3.75% merit increase for 9 months service.]
 - ii. Employees in a position less than six (6) months as of September 15th will receive a formal evaluation and may qualify for a merit increase at the subsequent September 15th review date. [Example: 15 months/12 months x 5% = 6.25% merit increase for 15 months service.]
 - iii. An exception to the method outlined in B(ii) of this section will be made where an employee is appointed or promoted directly to the "D" (4th) salary step for the new classification. In this case, the supervisor in the new position less than six (6) months as of September 15th will receive an evaluation and be eligible for a merit increase (if the supervisor meets the qualification for merit increase

standards) at the conclusion of one year in that position. That individual will not have to wait until the following September.

5. Exemplary Pay Plan

For the term of the Agreement the incentive program based on performance, attached hereto as "**Attachment B**", is suspended. This program provided lump sum bonus payments based upon the employee's total performance score. The Unit reserves the right, however, to raise the issue of an Exemplary Pay Plan or other merit-based pay programs as part of future regular labor negotiations.



SUPERVISORY PERFORMANCE EVALUATION

Employee Name: EMPLOYEE NAME Page 3 of 64
Evaluator's Name: Evaluator's Name
Current Eval Date: 00/00/2009 Prior Eval Date: 00/00/2008

Employee Classification: **Employee Classification**
Department: **Department**
Division: **Division**
Supervisor's Classification: **Supervisor's Classification**

RATING SCALE

The evaluator should assign each duty or responsibility a rating based on the following scale

- **Exceptional:** *Used sparingly* for special recognition of a breakthrough to a new higher level of accomplishment and/or unexpectedly superior performance on a special or emergency project or assignment.
- **Successful:** Employee *meets and/or exceeds* expectations and performance standards.
- **Needs Improvement:** Performance has been *below the expected level* and employee must correct identified deficiencies.
- **Unacceptable:** Employee has clearly demonstrated that the employee is *unable or unwilling* to perform successfully.

SECTION 1: SUPERVISION AND LEADERSHIP DUTIES

1. Selection of Employees

Regularly update job descriptions; cooperate in H.R. recruitment and examination processes; effectively interview candidates; make good hiring decisions; follow equal employment opportunity guidelines; ensure effective orientation of new hires.

Evaluator's Comments:

n/a

Exceptional Work Successful Needs Improvement Unacceptable N/A or Not Observed

2. Employee Performance Management

Observe and document performance; provide frequent and candid coaching and counseling; write and deliver timely and meaningful performance evaluations; initiate appropriate disciplinary action.

Evaluator's Comments:

n/a

Exceptional Work Successful Needs Improvement Unacceptable N/A or Not Observed

3. Planning and Distribution of Work

Analyze work load of the unit; organize and delegate work to obtain maximum efficiency; establish and maintain effective administrative procedures and records.

Evaluator's Comments:

n/a

Exceptional Work Successful Needs Improvement Unacceptable N/A or Not Observed



SUPERVISORY PERFORMANCE EVALUATION

Employee Name: EMPLOYEE NAME Page 4 of 64

Evaluator's Name: Evaluator's Name

Current Eval Date: 00/00/2009

Prior Eval Date: 00/00/2008

4. Work Unit Performance

Set, communicate, track, and ensure the achievement of work group goals, including measures for productivity, quality, timeliness, accuracy, and customer service; support the City's P3 Performance Measurement Program.

Evaluator's Comments:

n/a

Exceptional Work Successful Needs Improvement Unacceptable N/A or Not Observed

5. Leadership

Unify staff to pursue department and organizational goals; provide support and guidance to staff; resolve problems that arise in the course of the unit's work; encourage creativity and innovation; model appropriate behavior; accept accountability for work unit outcomes.

Evaluator's Comments:

n/a

Exceptional Work Successful Needs Improvement Unacceptable N/A or Not Observed

6. Staff Development

Inform staff about changes in professional field; analyze staff training needs; provide opportunities for staff to attend required and optional training; identify and support the achievement of employees' long-term career goals.

Evaluator's Comments:

n/a

Exceptional Work Successful Needs Improvement Unacceptable N/A or Not Observed

SECTION 2: OTHER DUTIES / WORK OBJECTIVES

1. n/a

Type description here.

Evaluator's Comments:

n/a

Exceptional Work Successful Needs Improvement Unacceptable N/A or Not Observed



SUPERVISORY PERFORMANCE EVALUATION

Employee Name: EMPLOYEE NAME Page 5 of 64

Evaluator's Name: Evaluator's Name

Current Eval Date: **00/00/2009**

Prior Eval Date: 00/00/2008

SECTION 3 : PROFESSIONALISM

Note: Check the appropriate rating in each of the categories for this evaluation period. "Evaluator Comments" are required for an evaluation rating of other than "Successful."

	Exceptional Work	Successful	Needs Improvement	Unacceptable	N/A or Not Observed	Evaluator's Comments
Section 3: Professionalism						
<u>Interaction with Co-Workers</u> <i>Demonstrates appropriate & professional behavior toward coworkers, even when there is a difference of opinion.</i>						
<u>Teamwork</u> <i>Demonstrates support of group objectives. Able to subordinate individual interests for the benefit of department and work group objectives.</i>						
<u>Responsiveness to Management</u> <i>Appropriately communicates ideas & important information to management, follows instructions, accepts constructive criticism, respects management's decision-making role.</i>						
<u>Timeliness/ Thoroughness</u> <i>Completes assigned work in a timely manner and pays attention to detail.</i>						
<u>Judgment & Decision-Making</u> <i>Can be relied upon to make rational, ethical, sensible decisions. Demonstrates honesty, integrity, & personal accountability.</i>						
<u>Communication</u> <i>Communicates effectively verbally & in writing within scope of responsibility.</i>						
<u>Flexibility / Adaptability</u> <i>Adjusts effectively to changes in priorities, circumstances, directions, and personalities.</i>						
<u>Initiative</u> <i>Initiates action and implements solutions within area of responsibility without direction from management.</i>						



SUPERVISORY PERFORMANCE EVALUATION

Employee Name: EMPLOYEE NAME Page 6 of 64
 Evaluator's Name: Evaluator's Name
 Current Eval Date: **00/00/2009** Prior Eval Date: 00/00/2008

SECTION 4 : COMPLIANCE

Note: Check the appropriate rating in each of the categories for this evaluation period. "Evaluator Comments" are required for an evaluation rating of other than "Successful."

	Exceptional Work	Successful	Needs Improvement	Unacceptable	N/A or Not Observed	Evaluator's Comments
Section 4: Compliance						
<u>Organizational Values</u> <i>Demonstrates knowledge of and compliance with the City's organizational values. (See Employee Handbook)</i>						
<u>Customer Service</u> <i>Demonstrates knowledge of and compliance with the Customer Service Code of Conduct. (See Employee Handbook)</i>						
<u>Training & Development</u> <i>Attends required minimum LEAP training; demonstrates commitment toward personal & professional development</i>						Enter Hours of Training Attended >>> 0
<u>Attendance & Punctuality</u> <i>Is available to work as scheduled; keeps unplanned absences and tardiness to a minimum (Evaluator: do not include protected absences).</i>						
<u>Job Safety</u> <i>Promotes safety awareness and compliance with workplace safety rules; ensures employee attendance at required safety training; thoroughly documents accidents and injuries; supports the department's efforts minimize accidents and injuries.</i>						
<u>Workplace Policies</u> <i>Complies with departmental and Citywide workplace policies including, but not limited to, the Non-discrimination and Harassment Policy, the Drug and Alcohol Free Workplace Policy, and Computer Use Policies.</i>						

SECTION 5 : OTHER PERFORMANCE CONSIDERATIONS

Significant accomplishments, commendations received, barriers faced to meeting objectives, disciplinary action, and other considerations going into this evaluation.

Evaluator's Comments:
n/a



SUPERVISORY PERFORMANCE EVALUATION

Employee Name: EMPLOYEE NAME Page 7 of 64

Evaluator's Name: Evaluator's Name

Current Eval Date: 00/00/2009

Prior Eval Date: 00/00/2008

SECTION 6 : GOALS FOR NEXT YEAR

A. Work Performance Objectives

Evaluator's Comments:

n/a

B. Training and Employee Development Objectives

Evaluator's Comments:

n/a

C. Schedule 6 month Check-in? (Optional)

No Yes Date: 00/00/00



SUPERVISORY PERFORMANCE EVALUATION

Employee Name: EMPLOYEE NAME Page 8 of 64

Evaluator's Name: Evaluator's Name

Current Eval Date: 00/00/2009

Prior Eval Date: 00/00/2008

SECTION 7 : OVERALL PERFORMANCE RATING

In developing the overall rating for the past year, the Evaluator may consider factors such as the relative importance of each job responsibility to success, the amount of time the employee has been in the job, the amount of training he/she has had, the type and complexity of duties he/she has been assigned, and the pace and complexity of the work environment.

Exceptional

Used sparingly, this overall rating is for special recognition of a breakthrough to a new higher level of accomplishment and/or unexpectedly superior performance on a special or emergency project or assignment.

Successful

The employee's overall performance, during this review period meets and/or exceeds expectations and performance standards. Performance is within the expected scope and is indicative of a competent employee in this classification. It is expected that employees who are performing both at and above expectations will receive this rating.

Needs Improvement

The employee's overall performance, during this review period, has been below the expected level. The employee must take steps to correct identified deficiencies. For an overall rating of "Needs Improvement" or below, supervisor and employee should develop a Performance Improvement Plan ("PIP") or other corrective plan.

Evaluator's Comments about Overall Rating

n/a

Recommend STEP Increase? Yes No Not Applicable (top of salary range)
(Overall Rating must meet Successful or Exceptional Work rating)

Employee's Comments about Overall Rating

n/a

Signatures

Employee: _____ Date: _____

Evaluator: _____ Date: _____

Reviewer*: _____

Department Head: _____ Date: _____

*Note: It is highly suggested that the Evaluator provide the evaluation to a Reviewer (e.g. the Evaluator's manager, Assistant Department Head, or Department Head) for feedback/review **prior** to the evaluation being provided to the employee.

Supervisory Performance Evaluation

EXEMPLARY PERFORMANCE PAY

(PROGRAM CURRENTLY SUSPENDED- SEE ARTICLE 11)

Qualifications

Exemplary performance pay is available to supervisory employees who complete their annual work objectives during the evaluation period. To qualify for Exemplary Performance Pay a supervisor must:

- Have ten (10) points assigned in Section IV., Annual Work Objectives and complete to the satisfaction of the evaluator all Annual Work Objectives.
- Receive an overall score of eighty-five (85) points on the Supervisory Performance Evaluation.
- Employee must be in current supervisory classification position one full year, i.e., from the beginning of the pay period following September 15 of evaluation year and continuing through the full pay period following the next September 15.

Amount

Awards will be a percentage of the supervisor's current annual salary as defined in the chart listed below. Exemplary pay will be awarded in a lump sum payment to qualified individuals by October 22 each year.

85	Points	2.0%
86	Points	2.2%
87	Points	2.4%
88	Points	2.6%
89	Points	2.8%
90	Points	3.0%
91	Points	3.2%
92	Points	3.4%
93	Points	3.6%
94	Points	3.8%
95 - 100	Points	4.0% Maximum

APPEALS

Process

The following is recommended as the process for reviewing complaints regarding performance evaluations:

Complaints regarding a performance evaluation may be discussed with the next highest level of supervisor above the individual initiating the evaluation and taken to Department Head for final review.

APPENDIX D : CATASTROPHIC LEAVE POLICY (SUPERVISORS)

- 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, child or registered domestic partner 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, child or registered domestic partner 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, child or registered domestic partner 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 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 E : CHILD CARE PERSONNEL POLICIES

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 permanent 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 fully

paid 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.

**CITY OF SANTA BARBARA
FISCAL YEAR 2010
MANDATORY UNPAID FURLOUGH PLAN
(Dated March 3, 2009)**

I. Purpose

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

- Allow the City to address anticipated revenue shortfalls and increased expenses in Fiscal Year 2010 while minimizing the need for service cuts and staff layoffs; and
- Establish, in advance, a clear and understandable method to mitigate the impacts of a work furlough on affected employees.

II. Definitions

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

III. Application

1. This policy applies to unrepresented management and confidential employees, as well to employees in represented bargaining units to which this policy is applied following the collective bargaining process.
2. Nothing in these plans shall restrict the right of the City to make bonafide permanent reductions in force, nor to otherwise reduce work hours for economic reasons, as authorized under the Santa Barbara City Charter, including but not limited to Sections 1007 and 1008, and the Santa Barbara Municipal Code. However, the City acknowledges that such alternate work reductions may trigger a separate duty to meet and confer with the City's recognized labor organizations about such decision(s) and/or the effects of such decisions on employees.

IV. Declaration of Mandatory Furlough

The City is authorized to implement this Mandatory Unpaid Furlough Plan as follows.

1. Implementation: The plan may be implemented without any further duty to meet and confer, subject to the following conditions:
 - a. The City Council makes declaration by Resolution that a reduction in force is necessary for economic reasons and that a mandatory unpaid work furlough should be implemented.

- b. The City provides notice of the positions to be furloughed and the number of furlough hours to affected bargaining units before May 15, 2009.
 - c. The mandatory unpaid furlough time does not exceed 104 hours (5% of time) during a single fiscal year for any affected full-time employee, or 5% of the regular hours of any part-time employees.
2. Scheduling of Furlough: The City will have the sole authority to schedule the furlough periods, and such decisions shall not be subject to grievance or appeal.
- a. General Furlough: The City will notify the represented bargaining units of the dates of a General Furlough prior to June 30, 2009. In order to minimize disruptions to employees, the City will attempt to achieve general furloughs in conjunction with existing holiday periods (e.g., the Christmas and New Years holiday period), or by reducing employee work hours adjacent to their regular days off (e.g., on the Fridays that City offices are not currently closed under the Citywide 9/80 Policy).
 - b. Furlough Time Off Bank: Any furlough hours not scheduled to be taken as part of a General Furlough shall become part of an employee's furlough time off bank. Employees will be scheduled to take the furlough time off at another time after October 10, 2009 but before June 18, 2010, subject to departmental operational necessity and the needs of the City, as determined by the Department Head, and taking into account employee choice.
 - 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 scheduled as provided in subsection "b" above.
3. Application to Work Groups and Positions:
- a. Although this plan may be applied uniformly to all employees Citywide, the City may also apply this policy differentially to all or some work groups or positions at its discretion. Such decisions shall not be subject to grievance or appeal. For example:
 - (1) The City may decide not to furlough certain work groups or positions because they are performing essential or contracted functions, because compensation is paid from restricted funding sources, or for any other business reason.
 - (2) The City may also decide to furlough some work groups or positions at different times or for different durations than other work groups or positions for any business reason.

- b. Notwithstanding the above, the City agrees that the intent of this furlough plan is for as many employees as practicable to take an equal number of furlough hours during the fiscal year, and that no non-management employee be furloughed for more hours during the fiscal year than his or her direct supervisor.
- 4. Application to Voluntary Hours Reduction Requests: Once a mandatory furlough is declared for Fiscal Year 2010 under this plan, employees who offered to voluntarily reduce their hours to part-time under the "Part-Time Work" Policy or to take an unpaid leave of absence under the "Leave of Absence Without Pay, Non-Medical Reasons" Policy during Fiscal Year 2010 will be provided an opportunity to rescind their voluntary part-time schedule or unpaid leave request.
- 5. Work During Furlough: No employee may perform work for the City during the furlough period unless authorized by management.

V. Effect of Mandatory Work Furlough on Employee Pay

- 1. Pay Reduction: The period of furlough time off will be unpaid. Furlough time off will be tracked under a separate unpaid hours code.
- 2. Non Exempt Employees- Pay Mitigation Plan:
 - a. For non-exempt employees, the wage loss from the mandatory furlough will be distributed evenly over the full fiscal year. Effective the first full pay period in fiscal year 2010, beginning on June 20, 2009, employee a deduction will be made from employee compensation in an amount equivalent to 1/26th of the total unpaid mandatory furloughed time through the end of the last pay period of FY 2010, ending on June 18, 2010.
 - b. Mutual Reimbursement:
 - (1) 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.
 - (c) 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 (a) above, if the employee terminates employment before the 26 pay periods are complete.

(d) 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.

3. Exempt Employees:

- a. Exempt employee pay will be reduced in the same Fair Labor Standards Act (FLSA) work week during which unpaid furlough time off occurs.
- b. Exempt employees will be considered non-exempt employees under the Fair Labor Standards Act (FLSA) guidelines in any FLSA workweek in which one or more hours of unpaid furlough time off occurs (see 29 CFR 541.5d). Such employees will be eligible for hourly pay for any work performed during that FLSA workweek, just as non-exempt employees would be. Such employees may also be eligible for overtime compensation during any such FLSA workweek according to applicable FLSA guidelines.
- c. If the City receives a written opinion from the U.S. Department of Labor which indicates to the satisfaction of the City that the City may implement a pay mitigation plan for exempt employees similar to the one outlined for non-exempt employees, above, without affecting the exempt status of such employees under the FLSA and 29 CFR 541.710, the City will notify affected represented bargaining units within 30 days and the parties will reopen negotiations consider a pay mitigation plan applicable to exempt employees.

VI. Benefits During a Mandatory Work Furlough

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

these benefits that they would have made absent the work furlough.

2. Retirement: To the extent allowable by CalPERS, and in compliance with any restrictions imposed by CalPERS, the City will ensure that retirement benefits will not be adversely impacted as a result of the furlough and related reduction in hours and/or salary.
3. Other Benefits: Other benefits may be reduced as required under normal benefit rules related to work schedule or unpaid leave. Such benefits include, but are not limited to: disability insurance or SDI/PFL contributions, Medicare contributions, etc.
4. Paid Leave Accrual: Employees will receive the same vacation, sick leave, personal leave, and management leave accruals they would have received absent the work furlough.
5. Legal Holidays: Employees on a work furlough shall receive legal holiday pay as follows:
 - a. Employees in classifications entitled to accrue holiday credit will continue to receive the same holiday credit.
 - b. For employees who do not accrue credit, where a legal holiday is observed during a period of work furlough, the employee will be paid hours for that holiday at the same level employee would have received absent the work furlough. In other words, that holiday will not count as an unpaid furlough day.
6. Use of Paid Leave: An employee will not be permitted to use accrued paid leave banks (vacation, sick leave, compensatory time, personal or management leave) during the unpaid furloughed hours.
7. Vacation Accruals: Management will make every reasonable effort to work with employees to avoid loss of vacation accruals or personal leave due to encroachment on accrual caps or time limits for use.
8. Standby and Call-back: An employee may be assigned to call-back or standby during a work furlough as provided under the applicable labor agreement or City policy. An employee called-back to active paid work during the unpaid furlough period will be required to take equivalent additional unpaid furlough during the remainder of the fiscal year.
9. Service & Seniority: Furlough shall not count as a break in City service and shall not affect seniority or eligibility for merit increases.
10. Schedule Changes: While an employee is on a furlough, schedule changes will be subject to the requirements of the applicable labor agreement

11. Overtime: Employees will only be eligible for overtime premium that they would have received absent the reduction in work hours. (i.e., for over 40 hours in a workweek)
12. Probationary Period: Probationary periods shall not be affected by a mandatory furlough.
13. Limits on Benefit Continuation: Special benefit continuation under this furlough plan is available only to employees who are in active paid status the scheduled workday before and the scheduled workday after the furlough period(s). Otherwise, employees are covered by benefit continuation under the City's applicable Leave Without Pay policies.

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SANTA BARBARA SETTING FORTH AND APPROVING A SALARY PLAN FOR UNREPRESENTED MANAGERS AND PROFESSIONAL ATTORNEYS FOR THE PERIOD OF JULY 1, 2008, THROUGH DECEMBER 31, 2010, AND A SALARY PLAN FOR SWORN FIRE MANAGERS AND UNREPRESENTED SWORN POLICE MANAGERS FOR THE PERIOD OF JULY 1, 2008 ,THROUGH JUNE 30, 2010

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

SECTION 1. The Salary Plan for July 1, 2008, through December 31, 2010, applicable to Unrepresented Managers and Professional Attorneys, attached hereto and incorporated herein by reference as Exhibit "A" dated March 17, 2009, (hereinafter the "Management Salary Plan 1") is hereby approved.

SECTION 2. The Salary Plan for July 1, 2008, through June 30, 2010, Applicable to Sworn Fire Managers and Unrepresented Sworn Police Managers attached hereto and incorporated herein by reference as Exhibit "B" dated March 17, 2009 (hereinafter the "Management Salary Plan 2") is hereby approved.

SECTION 3. The City Administrator is hereby authorized to implement the terms of Management Salary Plan 1 and Management Salary Plan 2 without further action by the City Council, unless such 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) that were adopted with the City's annual operating budget(s) in Fiscal Years 2008-2009 and 2009-2010.

Management Salary Plan #1
Applicable to Unrepresented Managers
and Professional Attorneys

July 1, 2008 through December 31, 2010

Dated March 17, 2009

1. This Management Salary Plan sets forth a plan for salary and benefit adjustments recommended by the City Administrator for unrepresented management employees for the period of July 1, 2008 through December 31, 2010.
2. This salary plan will apply to all management employees and professional attorneys not represented by a recognized employee organization, except Fire Battalion Chiefs, the Deputy Fire Chief, the Fire Chief, the Deputy Police Chief, the Police Chief, the City Administrator, and the City Attorney.
3. Cost-of-Living Increases- Unrepresented management and professional attorney salaries, will be increased in the following amount:

Effective April 11, 2009 2.5%

Effective April 10, 2010 1.5%

4. Cafeteria Plan: Effective January 1, 2009 the City's monthly contribution to the cafeteria plan for the purchase of health and welfare benefits will be fixed at 2009 rates as follows:

Group II Managers: \$1560

Group I Managers: \$1602

5. Unpaid Furlough: The City Administrator is authorized to implement an unpaid furlough of all or some management positions of up to a maximum of 104 hours (prorated for part-time employees) during the July 2009 to June 2010 fiscal year based on budget necessity. The City Administrator is also authorized to implement an unpaid furlough of all or some management positions of up to a maximum of 104 hours (prorated for part-time employees) during the July 2010 to June 2011 Fiscal Year, based on budget necessity as determined appropriate by the City Administrator. The City Administrator's furlough plan may provide for continuation of employee fringe benefits during the furlough at the same level the employee would have received absent the work furlough.
6. Vacation Cash Out: Notwithstanding the approved Management Performance and Compensation Plan, the management Vacation Cash-out provision of that plan will be suspended during the July 2009 to June 2010 fiscal year. The City Administrator is also authorized to suspend the management Vacation Cash-out provision during the July 2010 to

June 2011 Fiscal Year based on the needs of the City, as determined by the City Administrator.

7. Cesar Chavez Holiday: The new Cesar Chavez Holiday will be added as a paid holiday on March 31st of each year for non-sworn managers only.
8. The Management Performance and Compensation Plan and the Professional Attorneys Compensation Plan, will be amended, as necessary, to include these changes to compensation and benefits.

Management Salary Plan #2
Applicable to Sworn Fire Managers and Unrepresented
Sworn Police Managers

July 1, 2008 through June 30, 2010

Dated March 17, 2009

1. This Management Salary Plan sets forth a plan for salary and benefit adjustments recommended by the City Administrator for certain management employees for the period of July 1, 2008 through June 30, 2010.
2. This salary plan will apply only to Fire Battalion Chiefs, the Deputy Fire Chief, the Fire Chief, the Deputy Police Chief, and the Police Chief.
3. Cost-of-Living Increases-
 - A. Salaries for Fire Battalion Chiefs will be increased in the following amount:

Effective July 5, 2008	3.0%
Effective July 4, 2009	3.0%
 - B. Salaries for the Deputy Fire Chief, Fire Chief, Deputy Police Chief, and Police Chief will be increased in the following amount:

Effective April 11, 2009	3.0%
Effective April 10, 2010	3.0%
4. Cafeteria Plan: The monthly contribution to the cafeteria plan for the purchase of health and welfare benefits will be fixed at 2009 rates as follows:

Group II Managers: \$1560
Group I Managers: \$1602
5. Unpaid Furlough: The City Administrator is authorized to implement an unpaid furlough of all or some management positions of up to a maximum of 104 hours (prorated for part-time employees) during the July 2009 to June 2010 fiscal year, based on budget necessity. The City Administrator is also authorized to implement an unpaid furlough of all or some management positions of up to a maximum of 104 hours (prorated for part-time employees) during the July 2010 to June 2011 Fiscal Year, based on budget necessity, as determined appropriate by the City Administrator. The City Administrator's furlough plan may provide for continuation of employee fringe benefits during the furlough at the same level the employee would have received absent the work furlough.

6. Vacation Cash Out: Notwithstanding the approved Management Performance and Compensation Plan, the management Vacation Cash-out provision of that plan will be suspended during the July 2009 to June 2010 fiscal year. The City Administrator is also authorized to suspend the management Vacation Cash-out provision during the July 2010 to June 2011 Fiscal Year based on the needs of the City, as determined by the City Administrator.
7. The Management Performance and Compensation Plan and the Professional Attorneys Compensation Plan, will be amended, as necessary, to include these changes to compensation and benefits.



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: March 17, 2009

TO: Mayor and Councilmembers

FROM: City Administrator's Office

SUBJECT: South Coast Gang Task Force Leadership Council – Designation Of City Council Representative

RECOMMENDATION:

That the Council designate the Mayor to be the City Council's representative on the Leadership Council of the South Coast Gang Task Force and the Mayor Pro Tempore as the alternate.

DISCUSSION:

At a Joint Meeting of the Board of Education and City Council on February 27, 2009, a status report was presented on our work to improve coordination of the community's response to youth gang violence. As reported, an important next step is the formation of the Leadership Council for the South Coast Gang Task Force (Task Force). The Attachment to this Council Agenda Report includes a graphic illustration of the Task Force organizational structure and is a summary description of the Leadership Council and proposed membership.

The initial meeting of the Leadership Council is tentatively scheduled for Wednesday, April 22, 2009. Staff is recommending that the Mayor be designated to represent the City Council on the Leadership Council and that the Mayor Pro Tempore serve as the alternate.

ATTACHMENT: South Coast Gang Task Force – Organizational Structure and Interim Staffing

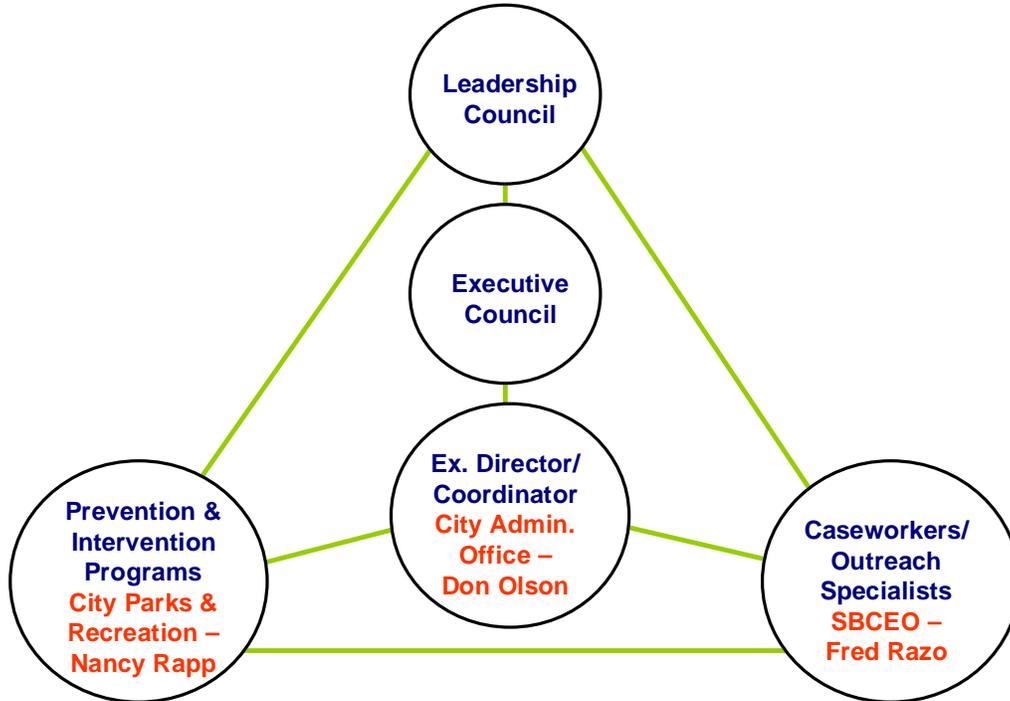
PREPARED BY: Don Olson, City Special Projects Manager

SUBMITTED BY: James L. Armstrong, City Administrator

APPROVED BY: City Administrator's Office

SOUTH COAST GANG TASK FORCE

Organizational Structure and Interim Staffing



Leadership Council

Description:

As envisioned, the South Coast Gang Task Force Leadership Council is to be composed of elected officials and community leaders who are members of political jurisdictions or organizations who can commit resources to end youth gang violence.

Purpose:

The purpose of the Leadership Council is to serve as the overall oversight group of the effort to end the negative effects of youth gangs. The Leadership Council will:

- Represent a South Coast regional commitment to a five-year pilot program to end youth gangs and violence
- Commit to support the effort and secure the resources to accomplish the mission
- Call for performance measures to evaluate and continue program funding
- Focus on ending youth gangs and violence
- Meet jointly with Executive Council three times a year to receive reports on program progress and accomplishment

Meeting Frequency:

The Leadership Council, as envisioned, will meet every six (6) months.

Composition:

Chair or Member of the Santa Barbara County Board of Supervisors [TBD]

Mayor, City of Santa Barbara

Mayor or Council Member, City of Goleta [TBD]

Mayor or Council Member, City of Carpinteria [TBD]

Bill Brown, Santa Barbara County Sheriff

Henry Yang, Chancellor, University of California Santa Barbara

William Cirone, Superintendent, Santa Barbara County Office of Education

Board President or Member, Santa Barbara School Districts

Board President or Member, Carpinteria Unified School District

Presiding Superior Court Judge or Designee [TBD]

Christie Stanley, District Attorney, Santa Barbara County

The Foundation Roundtable [TBD]

Corporate Roundtable [TBD]

President/Chair of the Interfaith Initiative [TBD]

Community/Family Representative [TBD]

Youth Representative [TBD]



Agenda Item No. _____

File Code No. **440.05**

CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: March 17, 2009
TO: Mayor and Councilmembers
FROM: City Administrator's Office
SUBJECT: Conference With Labor Negotiator

RECOMMENDATION:

That Council hold a closed session, per Government Code Section 54957.6 to consider instructions to City negotiator, Kristy Schmidt, Employee Relations Manager, regarding negotiations with the General employees bargaining units regarding changes, to salaries and benefits contained in the existing labor agreement.

SCHEDULING:

Duration: 45 minutes; anytime

REPORT:

None anticipated

PREPARED BY: Kristy Schmidt, Employee Relations Manager
SUBMITTED BY: Joan M. Kent, Assistant City Administrator
APPROVED BY: City Administrator's Office



Agenda Item No. _____

File Code No. 170.01

CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: March 17, 2009

TO: Mayor and Councilmembers

FROM: City Administrator's Office

SUBJECT: Public Employee Performance Evaluation - Government Code Section 54957

RECOMMENDATION:

That Council hold a closed session for a Public Employee Performance Evaluation per Government Code Section 54957.

Title: City Administrator

Scheduling: Duration, 40 minutes; anytime

Report: None anticipated

PREPARED BY: Linda Gunther, Administrator's Office Supervisor

SUBMITTED BY: Marty Blum, Mayor

APPROVED BY: City Administrator's Office