

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SANTA BARBARA AMENDING ORDINANCE NO. 5260, THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SANTA BARBARA AND THE SANTA BARBARA FIRE MANAGERS ASSOCIATION, AND EXTENDING THE TERM OF THE AGREEMENT THROUGH JUNE 30, 2018

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 Fire Managers Association entered into as of July 1, 2012, pursuant to Ordinance No. 5260, is hereby amended as reflected in Exhibit "A", attached hereto and incorporated herein by reference.

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

**CITY OF SANTA BARBARA
AND
SANTA BARBARA FIRE MANAGEMENT ASSOCIATION
2012-2018 AMENDED MEMORANDUM OF UNDERSTANDING**

**AMENDED MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SANTA BARBARA
AND THE
SANTA BARBARA CITY FIRE MANAGERS ASSOCIATION**

THIS AGREEMENT IS ENTERED INTO AS OF MAY 7, 2013, AND AMENDED AS OF _____, BETWEEN THE CITY OF SANTA BARBARA, HEREINAFTER REFERRED TO AS THE "CITY," AND THE SANTA BARBARA CITY FIRE MANAGERS ASSOCIATION, HEREINAFTER REFERRED TO AS THE "ASSOCIATION."

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

FOR THE CITY:

FOR THE ASSOCIATION:

Kristine Schmidt
Employee Relations Manager

Mike DePonce, Fire Battalion Chief
President

Robert Mercado, Fire Battalion Chief
Vice President

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1. Scope of Representation

A. The Association represents the following management job classifications:

Fire Battalion Chief
Fire Division Chief (Prevention)

B. "Shift personnel" as used in this Agreement refers to those managers in the above classifications assigned by the Fire Chief to a 56 hour per week shift schedule.

2. Base Salaries

A. Base salaries will be increased as follows:

<u>Effective Date</u>	<u>Increase</u>
July 14, 2012	2.0%
January 12, 2013	1.0%
January 11, 2014	2.5%
January 10, 2015	2.0%
June 1, 2015	2.4%
June 25, 2016	1.5%
June 24, 2017	1.5%

3. Overtime

A. Overtime compensation for non-emergency situations is limited to when a member is assigned by the Fire Chief to backfill another employee's shift as the assigned Suppression Battalion Chief on that shift.

B. Overtime compensation will be accrued or paid to Fire Safety Management when assigned to emergency suppression or prevention duties.

C. In an effort to address compensation compaction within the fire service, the City will begin moving toward premium pay for overtime outlined in Sections A and B, above, by providing overtime compensation based upon the following percentages of the employee's "regular rate of pay".

<u>Effective Date</u>	<u>Overtime Premium Rate</u>
Before July 13, 2014	Straight time (100%) only
July 13, 2014	110%
June 27, 2015	125%
June 25, 2016	150% (time and one half)

- D. Overtime shall be accrued or paid out at the rate of time and one-half the employee's regular rate of pay when providing mutual aid for which the City is reimbursed at the rate of time and one half.
- E. Overtime will not be accrued for performing administrative duties.
- F. Overtime may be accrued in a bank of hours (compensatory time) not to exceed 48 hours. Any CTO granted in lieu of paid overtime will be credited at the overtime rate at which it is earned. If approved by the Fire Chief in advance, a manager may accrue up to an additional 48 hours of CTO to use to attend a scheduled fire-related training or class. If the manager does not attend the scheduled class, the Fire Chief may cause the excess CTO to be converted to a cash payment.

4. Cafeteria Plan Contribution

- A. Employees will receive a monthly contribution to the cafeteria plan for the purchase of health and welfare benefits and/or optional cash-out. The cafeteria plan contribution will be \$1,560.00 per month.

Effective January 1, 2013, the cafeteria plan amount will be increased by \$116.00 per month, to \$1676.00 per month. In the first year of this increase, the 2013 plan year, such equivalent increase shall be allocated over the remaining pay periods in the cafeteria plan year following ratification of this Agreement. The City shall not be obligated to conduct an additional open enrollment related to this increase to the cafeteria plan amount.

Effective January 1, 2018, the cafeteria plan contribution will be increased by \$25 per month, to \$1,701 per month.

- B. Information about the benefits available and their cost will be distributed to all employees at the beginning of each benefit year (i.e. calendar year).
- C. The City retains full and complete control over the selection, approval and administration of the City's group insurance program.
- D. The benefits will be subject to the following rules:
 - 1. Benefit selections must be made prior to the beginning of each benefit year. Employee changes in benefit plan selections, such as adding or deleting coverage and/or dependents, may only be made in accordance with Section 125 of the Internal Revenue Code and City policy.
 - 2. All benefits selected from the cafeteria plan must be paid for in full from the maximum benefit provided except when the maximum is insufficient to cover all insurance coverage selected. In such cases, the premium amount not funded by the City-provided benefit will be paid through an employee deduction applied against the medical premiums.

3. No unexpended dollar amounts associated with selected benefits may be disbursed to a terminating employee.
4. All benefit selections are subject to State and Federal rules, regulations, and laws regarding employee benefits and tax status. No guarantee is made regarding the tax-exempt status of any and all benefits presented or selected.
5. Employees will be eligible for benefits coverage and the monthly cafeteria plan contribution, on the first day of the month following their hire date.

5. Domestic Partnership Benefits

The cafeteria plan allowance can be used toward same sex and opposite sex domestic partner dependent coverage under the medical, dental, and vision plans, and any other plan where such coverage is allowed. In order to receive this benefit, domestic partners must be registered with the City Clerk's Office and/or the Secretary of State of California, and the employee must provide proof of registration. The affected employee(s) will be responsible for all tax consequences of this benefit.

Additionally, Domestic Partners who are registered with the City Clerk's Office and/or the Secretary of State of California are treated the same as spouses under all City policies related to employees' families.

6. Life Insurance

Life Insurance will be provided equal to an amount of one times annual salary. An equal amount will be provided for accidental death and dismemberment (ADD) coverage. This amount will not be counted against the cafeteria plan allowance.

7. Long Term Disability

Each employee will receive City-paid coverage under a long term disability insurance program. This amount will not be counted against the cafeteria plan allowance.

8. Short Term Disability

Employees will be eligible to participate in an optional Short-term Disability plan at their own cost.

9. Accident/Critical Illness Insurance

Employees will be eligible to participate in an optional Supplemental Accident and Critical Illness insurance plan at their own cost.

10. Tax-Qualified Expense Accounts

The City will continue to offer several tax-qualified arrangements to allow employees to set aside money to pay for eligible expenses on a pre-tax basis. These include:

- Medical Flexible Spending Account

- Dependent Care Account

11. Vacation

A. Members will be eligible to accrue vacation as follows:

Years Service	Days	Hours (Non-shift)	Hours (Shift Personnel)
0-2	15	120	180
3-5	20	160	240
6-7	25	200	300
8+	28	224	336

- B. The maximum vacation accrual for non-shift employees will be 352 hours (44 days). For shift personnel, the maximum vacation accrual will be 528 hours (44 days x 12 hours/day).
- C. A member whose vacation balances exceed the maximum accrual will not be eligible to accrue further vacation until such time as the manager has reduced his or her accrued leave balances through time off, catastrophic leave donation, or buy-back (“cash out”), to below the maximum accrual. There is no retroactive grant of vacation compensation for the period of time the vacation compensation was at the cap.
- D. The maximum vacation accrual may be waived if scheduled vacations are cancelled by the City for emergencies or cancelled by the manager due to the illness, injury, or personal emergency. The manager will submit to the City Administrator, via the Department Head, a memo requesting approval for the accrual beyond the maximum. The City Administrator may establish a deadline by which the manager must reduce the vacation accrual to at or below the maximum, or be subject to the accrual discontinuance provisions outlined herein.
- E. A manager, other than shift personnel, who has taken a minimum of eighty (80) hours of vacation and/or management leave in the payroll year may request to be paid in full for up to 120 hours of accrued vacation in any one payroll year during the vacation cash-out period established by the City. Shift personnel may request vacation cash-out only if they take a minimum of one hundred twenty (120) hours of vacation in the payroll year and they may request to be paid in full for up to 168 hours of accrued vacation in any one payroll year during the vacation buy-back period established by the City.

SPECIAL VACATION CASH-OUT OPPORTUNITY: A manager who did not cash out vacation during the annual vacation cash out in December/January of Fiscal Year 2015 may cash out up to 168 hours effective the pay period that ends on June 26, 2015. The employee may also take advantage of an early exercise of the employee’s Fiscal Year 2016 cash out opportunity of up to an additional

168 hours during the pay period that ends June 26, 2015 (for 336 hours total). An employee who cashes out early will not also be eligible for the normal annual cash out in December/January of Fiscal Year 2016.

12. 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.

13. Holidays and Personal Leave

- A. Members on a regular 40 hour shift will be eligible for legal holidays and personal leave under the same terms as other Group II Managers under the citywide Management Performance and Compensation Plan.

Effective May 7, 2013, holidays and personal leave for the July 2012 through June 2013 Fiscal Year will be restored to these levels.

- B. Effective July 1, 2015, managers in a 40-hour shift assignment on July 1 will be eligible for an award of 40 hours of Management Leave each fiscal year. This leave must be used within the fiscal year awarded and while the employee is in the 40-hour assignment. If the employee transfers to a 56-hour assignment

during the fiscal year, the management leave will not transfer to the new assignment, however the employee will also not be required to reimburse the City for management leave already taken. Management leave shall otherwise be subject to the same terms as management leave awarded to other Group II Managers under the citywide Management Performance and Compensation Plan, including a prorated award of leave for appointment to a 40-hour shift assignment during a fiscal year.

- C. Shift personnel will accrue holidays and personal leave days at the combined rate of one twelve (12) hour day per month.

Effective May 7, 2015, holiday accruals for the July 2012 through June 2013 Fiscal Year will be restored to these levels.

- D. If an employee's accrued holiday bank exceeds 156 hours, the City shall have the option either to require the employee to take the excess holiday time off or to pay the employee for the excess hours at straight time. The option of time off or pay in lieu of holiday hours shall be at the sole discretion of the City.

Employees who are bargaining unit members on the date of ratification of the 2012-2015 Agreement shall not be subject to the holiday accrual cap. The maximum holiday accrual for these employees will be the number of hours that they had in their respective banks effective the end of the first full pay period after ratification.

- E. Discretionary Management Leave: Though administrative overtime is uncompensated, the Fire Chief may grant paid management leave to any manager during the year, at his or her sole discretion, in recognition of extraordinary uncompensated overtime. Such discretionary management leave shall be in addition to annual management leave otherwise provided in this Agreement, and subject to the same terms as discretionary management leave awarded to other Group II Managers under the citywide Management Performance and Compensation Plan.

14. Sick Leave

Non-shift members are eligible for regular sick leave accrual on the same basis as other Group II Managers under the citywide Management Performance and Compensation Plan.

For shift personnel, regular days of sick leave will accrue at 12 hours per month.

All employees shall be subject to a maximum regular sick leave accrual, not including non-replenishable sick leave Under Article 15 of this Agreement, of 2160 hours.

15. Non-Replenishable Sick Leave

- A. After five (5) years of continuous service, a non-shift employee may accumulate additional “non-replenishable” sick leave at the rate of sixteen (16) hours at full salary for each additional year of continuous service. The maximum accumulation is two hundred and forty (240) hours and is not replenishable.
- B. For shift personnel, after five (5) years of continuous service, an employee may accumulate additional “non-replenishable” sick leave at the rate of twenty four (24) hours at full salary for each additional year of continuous service. The maximum accumulation is three hundred and sixty (360) hours and is not replenishable.
- C. Non-replenishable sick leave hours may only be used after the employee’s entire regular sick leave bank is exhausted.

16. Catastrophic Leave

Employees will be eligible to donate vacation time to the applicable leave banks of full-time and part-time employees who are incapacitated due to a catastrophic illness or injury or who must care for a spouse or child who has a catastrophic illness or injury under the same terms and conditions as other Group II Managers.

17. Leaves of Absence

- A. Employees may request a medical leave of absence of up to one year under the City’s FMLA/CFRA Family Medical Leave Policy, the Leave without Pay (Medical Reasons) Policy, the Maternity Leave Policy, and/or the Parental Leave Policy.
- B. The City Administrator may grant an extra leave of absence, in addition to that provided under the various sick leave policies to an employee who has been continuously employed by the City for five (5) years or more. When all sick leave has been exhausted, the employee can make a request, in writing, for extra leave and attach a report from his/her medical doctor stating the extent of the illness and the approximate time required for recovery. If approved the request shall be based on the following schedule:

Service in Years (active & continuous)	Maximum # of Months of Extra Leave Allowable
5- 10	3
10-15	6 (including the 3 above)
15-20	9 (including the 6 above)
20 +	12 (including the 9 above)

During such period of extra leave, the employee shall receive an amount equal to 50% of his/her regular salary

- C. Non-Medical Leave: Employees may also request a personal leave of absence of up to one year for non-medical reasons under the City's Leave of Absence Without Pay (Non-medical reasons) Policy. A sabbatical may constitute a reason for a leave of absence. An approved leave of absence without pay will not constitute a break in continuous service.

18. PERS Retirement

- A. Employees will be covered under the Fire Safety contract under the Public Employees' Retirement System (PERS) with a 3% at age 50 benefit formula.
- B. Employees shall contribute toward PERS Retirement as follows:
 - 1. Effective July 1, 2012 employees will continue to pay 2.98% of salary to CalPERS under Government Code Section 20516(a) (Cost Sharing). The City will continue to contribute the entire required employee portion of the PERS contribution rate equal to 9% of pensionable income on behalf of bargaining unit members as Employer Paid Member Contributions (EPMC), which shall be credited to the individual member's account.
 - 2. Effective January 12, 2013, existing employees will contribute a portion of the required employee contribution equal to 2.25% of pensionable income and the City's Employer Paid Member Contributions (EPMC) will be reduced accordingly to 6.75% of pensionable income. If retroactivity for the January 12, 2013 employee contribution increase cannot be achieved, a higher amount will be temporarily implemented to achieve similar City savings to the January 12, 2013 implementation date.
 - 3. Effective June 29, 2013 payments under Government Section 20516(a) will end and employees will contribute 4.5% of pensionable income or one-half of the normal member contribution. The City's Employer Paid Member Contributions will be reduced accordingly to 4.5% of pensionable income.
 - 4. Effective January 11, 2014 employees will contribute a member contribution an amount equal to 7% of pensionable income and the City's Employer Paid Member Contributions (EPMC) will be reduced accordingly to 2% of pensionable income.
 - 5. Effective January 10, 2015 employees will pay the entire member contribution equal to 9% of pensionable income.
- C. Until January 9, 2015, The City shall report the value of any Employer Paid Member Contributions (EPMC) to PERS as compensation earnable pursuant to Government Code Section 20636(c)(4). Effective January 10, 2015, the City will rescind resolutions for paying and reporting the value of Employer Paid Member Contributions to PERS as compensation pursuant to Government Code Section 20636(c)(4) for all employees.

- D. Notwithstanding Sections A through C, above, effective January 1, 2013, new members as defined by California Public Employees' Pension Reform Act of 2013 (hereinafter "AB 340") will be covered under the 2.7% at 57 retirement formula, with a final compensation measurement period of the average of the highest three (3) consecutive years, as well as all other statutory requirements of AB 340. Effective January 1, 2013, new employees and/or members as defined by AB 340 shall contribute half the normal cost for benefits, as defined by AB 340; the City will not pay any portion of these employees' required contributions.
- E. Employees will also have the option, at their own expense, to receive PERS service credit for any military service time or other service time eligible for service credit purchase under the PERS Fire Safety plan.
- F. Employees may convert unused accumulated sick leave to additional PERS service credit at the time of retirement. (Government Code Section 20965).

19. Deferred Compensation

In addition to the City's retirement plans, employees may elect to participate in a tax-qualified Section 457 government defined contribution retirement program.

20. Retiree Medical Insurance Contribution

- A. This provision is applicable to employees who retire from City service and
 1. Have 10 or more years of classified or unclassified service; or
 2. Retire from the City with an industrial disability retirement.
- B. The City will contribute \$10.50 per month, per year of service, toward the purchase of retiree medical insurance, up to a maximum of 35 years (i.e. \$367.50 per month).
- 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 will be provided to the City on a periodic basis, as reasonably determined by the City.
- D. The City will 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 will cease when the retiree would have reached 65. Thereafter, the spouse may remain on the insurance plan, at his/her cost, subject to the conditions set forth by the insurance company.

21. Uniform Allowance

Members will receive an annual uniform allowance equal to the amount established for a Firefighter per the Fire Unit evaluation in effect at the time.

22. Educational Reimbursement Programs

The Citywide Educational Reimbursement Policy and the Management Master's Degree Program were suspended effective July 1, 2009. Employees will not be eligible for these benefits until such time as the program has been reinstated by the City Administrator Citywide.

23. Meal Contribution

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

24. City Rights

- A. The City shall retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law, except to the extent such authority is explicitly waived by the express terms of this agreement.
- B. The City's rights shall include the right to determine the level of, and the manner in which, the City's activities are conducted, managed, and administered. The Association recognizes the exclusive right of the City to establish and maintain rules and procedures for the administration of its departments. Such rights include, but are not limited to, the exclusive right to: determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of economic reasons or for cause as provided in Section 1007 of the City Charter; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.
- C. The Association recognizes that the City Administrator retains, whether exercised or not, exclusive management decision-making authority over matters within the rights of the City.

25. Term, Waiver, and Severability

- A. The term of this agreement shall be seventy two (72) months commencing July 1, 2012 and ending at midnight on June 30, 2018. The term of this agreement may be extended by mutual agreement.
- B. The Association and the City each acknowledges that it had the unlimited right to bargain with regard to issues within the scope of representation. For the term of this Agreement, unless otherwise provided in this Agreement, neither the Association nor the City shall be further obligated to meet and confer. All terms and conditions of employment within the Association's scope of representation not covered by this agreement shall continue to remain in full force and effect.
- C. If any provision of this Agreement is declared by judicial authority to be unlawful, unenforceable, or not in accordance with applicable provisions of state, federal or local laws or regulations, such part of the provision will be suspended and superseded by the applicable law or regulation and the remainder of this Agreement shall remain in full force and effect for the duration of this Agreement.