



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: November 11, 2008
TO: Mayor and Councilmembers
FROM: City Administrator's Office
SUBJECT: 2008-2010 Police Management Memorandum Of Understanding

RECOMMENDATION:

That Council ratify the Memorandum of Understanding between the City of Santa Barbara and the Santa Barbara Police Management Association for the period of July 1, 2008, through June 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 2008-2010 Memorandum of Understanding Between the City of Santa Barbara and the Santa Barbara Police Management Association.

DISCUSSION:

The City and the Santa Barbara Police Management Association (P.M.A.) have reached a two-year labor agreement consistent with the cost authority given to negotiators by Council. Association members ratified the agreement on October 23, 2008. This action is for Council to ratify the agreement.

This two-year labor agreement is the second agreement with the P.M.A. The agreement will provide salary increases of 3% effective in July 2008 and 3% effective in July 2009. It includes an agreement to conduct an internal and market compensation analysis at the end of the two years, and clarifies the vacation cash out provisions. There are no new benefit provisions under this agreement.

BUDGET/FINANCIAL INFORMATION:

The annual ongoing budget impact of the two-year P.M.A. agreement is estimated at \$125,719. The labor agreement is expected to cost approximately \$59,538 in the current fiscal year. Because sufficient funds were included in the current FY 2009 budget, it is not necessary to appropriate money from General Fund reserves to cover this cost.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF
SANTA BARBARA ADOPTING THE 2008-2010
MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF SANTA BARBARA AND THE SANTA BARBARA
POLICE MANAGEMENT ASSOCIATION

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

SECTION 1. The Memorandum of Understanding between the City of Santa Barbara and the Santa Barbara Police Management Association entered into as of July 1, 2008 and attached hereto and incorporated herein by reference as Exhibit "A" is hereby adopted.

SECTION 2. During the term of the agreement, the City Administrator is hereby authorized to implement the terms of the Memorandum of Understanding between the City of Santa Barbara and the Santa Barbara Police Management 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 POLICE MANAGEMENT ASSOCIATION**

MEMORANDUM OF UNDERSTANDING
JULY 1, 2008 THROUGH JUNE 30, 2010

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SANTA BARBARA
AND THE
SANTA BARBARA POLICE MANAGEMENT ASSOCIATION**

THIS AGREEMENT, SIGNED ON _____, IS ENTERED INTO AS OF JULY 1, 2008, BETWEEN THE CITY OF SANTA BARBARA, HEREINAFTER REFERRED TO AS THE "CITY," AND THE SANTA BARBARA POLICE MANAGEMENT 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

Doug Kresky
Association President

Marcelo Lopez
Administrative Services Director

Edward Szeyller
Police Captain

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1. Scope of Representation

The Association represents the following management job classifications:

Police Lieutenant
Police Captain

2. Base Salaries

The following across-the-board increases will go into effect as indicated:

Effective Date	Increase
July 5, 2008	3.0%
July 4, 2009	3.0%

3. Compensation Analysis

Beginning no later than April 1, 2010, the parties will meet and confer in order to attempt to reach agreement about the position of Police Captain and Police Lieutenant compensation within the labor market and within the organization for purposes of discussion during labor negotiations for a successor agreement. This shall include examining:

1. Compaction Data: Internal compensation relationships between the City's management and non-management classifications.
 - a. Although salary increases contained the current 2005-2009 Santa Barbara Police Officers' Association (P.O.A.) Memorandum of Understanding or its successor will not apply to Police Management under this agreement, such increases will be part of the consideration of salary compaction during regular 2010 labor negotiations between the City and the Police Management Association.
2. Labor Market Data:
 - a. The relative position of City of Santa Barbara's police management compensation within the applicable public sector labor market, and
 - b. The compensation differentials between comparable management and non-management classifications within the same labor market.

4. Management Performance and Compensation Plan

Members will continue to be covered under the citywide Management Performance and Compensation Plan as that document may be amended by the City from time to time. Members will continue to receive the same fringe benefit package offered to other non-executive management employees (Group II Managers).

If management fringe benefits applicable to Association members are proposed to be diminished, lessened, negatively altered, or reduced by City during the term of this agreement, the City will provide the Association notice and the opportunity to meet and confer prior to implementation of such change.

5. Educational Incentive Pay

Members will receive advanced Police Officers Standards and Training (POST) pay in the same amount, and under the same conditions, as established for police sergeants under their labor agreement in effect at the time.

6. Spanish Language Premium Pay

Members who establish proficiency in Spanish to the satisfaction of the Police Chief and the Human Resources Manager will be eligible for Spanish language premium pay in the same amount, and under the same conditions, as established for police officers under their labor agreement in effect at the time.

7. Uniform Allowance

Members will receive a uniform allowance in the same amount, and under the same conditions, as established for a Police Officer under their labor agreement in effect at the time.

8. PERS Retirement

Members will be covered under the sworn police contract under the Public Employees' Retirement System (PERS) with a 3% at age 50 benefit formula. The City will continue to contribute the entire employee's portion of the PERS contribution rate on behalf of bargaining unit members. All such sums as required by law, but in no case less than 9%, shall be credited to the individual member's account. The City shall report the value of Employer Paid Member Contributions (EPMC) for Safety employees to PERS as compensation earnable pursuant to Government Code Section 20636(c)(4).

9. Vacation Cash-Out

Employees may cash out accrued vacation, holiday, and/or CTO time during the management vacation cash-out period established by the City under the same limits and restrictions applicable to management vacation cash-out.

City will provide notice to employees about how an employee can complete the paperwork necessary to increase deferrals to deferred compensation accounts during the pay period in which vacation cash-out occurs.

10. Retroactivity

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

11. 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.

- d. The Association recognizes that all bargaining unit members are “unclassified” employees as that term is defined in Article X of the City Charter.

12. Term, Waiver, and Severability

The term of this agreement shall be twenty four (24) months commencing July 1, 2008 and ending at midnight on June 30, 2010. The term of this agreement may be extended by mutual agreement.

The Association 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, the City shall not be further obligated to meet and confer. All terms and conditions of employment not covered by this agreement shall continue to be subject to the City’s direction and control.

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.