

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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HOURLY EMPLOYEES**

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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 4<sup>th</sup> (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 year<sup>1</sup> 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.

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<sup>1</sup> 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"

<b>FUND</b>		<b>DIVISION</b>	<b>EMPLOYEE NAME</b>	<b>TITLE</b>
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