

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SANTA BARBARA AMENDING THE 2008-2010 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SANTA BARBARA AND THE SANTA BARBARA CITY EMPLOYEES' ASSOCIATION (GENERAL UNIT) TO INCLUDE A SUPPLEMENTAL AGREEMENT REGARDING FURLOUGH AND OTHER LAYOFF AVOIDANCE MEASURES

THE 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 Employees' Association, Local 620, Service Employees' International Union, effective as of October 1, 2008, is hereby amended to include the supplemental agreement attached hereto and incorporated herein by reference as Exhibit A.

SECTION 2. The City Administrator is authorized to apply the changes to salaries and benefits contained in this supplemental agreement to the City's Confidential employees.

SUPPLEMENTAL AGREEMENT BETWEEN THE CITY AND THE GENERAL BARGAINING UNIT REGARDING FURLOUGH AND OTHER LAYOFF AVOIDANCE MEASURES

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 Of Santa Barbara ("The City") and the Santa Barbara City Employees' Association, Local 620 Service Employees' International Union, ("The Union"), having met and conferred in good faith, agree that the existing 2008-2010 Memorandum of Understanding (MOU) shall be supplemented with the following agreement:

1. AGREEMENT:

- a. The terms of this Supplemental Agreement will only become effective upon the adoption of a Fiscal Year 2009-2010 budget by the City Council which provides the following:
 - i. Does not contain certain position changes that were included in the Fiscal Year 2009-2010 Proposed Budget for the General Fund, County Library Fund, ICS Fund, and Streets Fund which would result in the layoff or displacement of a General Bargaining Unit employee. These position changes shall include and be limited to those contained in the list attached as Attachment A.
 - ii. Does not contain additional position eliminations beyond those contained in the City's FY 2009-2010 Proposed Budget and which would result in the layoff or displacement of a General Bargaining Unit employee.
- b. The City reserves the exclusive right to reassign employees in the position(s) listed in Attachment A to other job duties within the City provided that the class to which the employee is assigned is one with the same salary range, involves the performance of similar duties and requires substantially the same basic qualifications.
- c. Notwithstanding the above, City shall have no obligation to preserve any position listed in Attachment A if, prior to the adoption of the FY 2009-2010 budget:
 - i. The incumbent employee is offered another position within the City with the same or greater salary range through transfer, promotion, or other means, whether or not that employee chooses to accept that position, or
 - ii. The incumbent employee voluntarily accepts another position at a lower salary range within the City, or
 - iii. The incumbent employee leaves City employment for any other reason that is not a layoff.

2. **LABOR SAVINGS**

a. **Furlough:**

i. During Fiscal Year 2009-2010, each General Unit employee will be subject to an unpaid furlough of 104 hours (prorated for part-time employees) during Fiscal Year 2009-2010 on the terms included in the attached Mandatory Unpaid Furlough Plan (Attachment B).

b. **Vacation Cash Out:** The vacation cash-out provision outlined in Article 61(c) and 61(d) of the current M.O.U. will be suspended for the remaining term of the existing Memorandum of Understanding, subject to the following:

i. While the vacation cash-out is suspended, it is the intent of the City to allow employees who are near the maximum vacation accrual cap to take at least an amount of vacation time off in the fiscal year equivalent to the full amount of vacation accrual the employee will receive during the same period.

ii. For purposes of this section “near” means the employee is within one year of normal vacation accrual from exceeding the maximum vacation accrual cap.

iii. So long as the employee notifies management of the need to take such vacation in order to avoid reaching the vacation accrual cap prior to July 31st, 2009, management will make every reasonable effort to schedule time off for the employee to avoid the loss of vacation.

3. **REOPENER IN THE EVENT OF FURTHER LAYOFFS:** Following adoption of the Fiscal Year 2009-2010 Budget, nothing in this Supplemental Agreement shall restrict the right of the City Council to make further bonafide permanent reductions in workforce, (including reduction of such positions as have been reinstated in the adopted budget under Section 1, above) for economic reasons if the City’s financial position has significantly changed, as authorized under the Santa Barbara City Charter, including but not limited to Sections 1007 and 1008, and the Santa Barbara Municipal Code. However, prior to the implementation of any additional layoffs proposed during the remaining term of the MOU, the City will provide the Union with a minimum of 60 days notice and the immediate opportunity to meet and confer over any negotiable impacts of such layoffs not contained in the current MOU. The parties will use the interest based bargaining process.

4. **SEVERABILITY-** If any provision of this Supplemental Agreement is held unenforceable, then such provision will be modified to reflect the intention of the parties. All remaining provisions of the Supplemental Agreement shall remain in full force and effect.

Signed:

FOR THE CITY

Kristine Schmidt
Employee Relations Mgr

Barbara Barker
Human Resources Manager

Irene Macias
Library Director

Michael Pease
Budget Manager

FOR THE UNION

Jeff Miller
General Unit President

Lisa Arroyo
Project Engineer II

Bob Evans
Carpenter

Dave Harris
Automotive/Equipment Tech

Stanley Macias
Painter

Rick Ornelas
Streets Maintenance Worker II

Cynthia Goena
SEIU staff

Mick Sherer
SEIU staff

Michael Woods,
SEIU Staff

George Green
SEIU Senior Field Representative

ATTACHMENT A

GENERAL UNIT POSITIONS CONSIDERED FOR RESTORATION IN ADOPTED BUDGET

Updated 6/1/09

POSITION PROPOSED FOR ELIMINATION

General Fund

City Administrator

0.5 FTE Communications Specialist

Community Development

1.0 FTE Associate Planner

1.0 FTE Building Inspector

1.0 FTE Planning Technician II

Fire

1.0 FTE Office Specialist II

Library

0.75 FTE Library Technician (Funded from General Fund and County Library Fund)

1.0 FTE Library Assistant I

1.0 FTE Senior Custodian

Parks & Recreation

0.8 FTE Recreation Program Leader

County Library Fund

1.0 FTE Library Technician

1.0 FTE Library Assistant II

ICS - Public Works

1.0 FTE Project Engineer II

CITY OF SANTA BARBARA
FISCAL YEAR 2010
MANDATORY UNPAID FURLOUGH PLAN
GENERAL BARGAINING UNIT

Attachment B

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I. Purpose

The purpose of this mandatory unpaid work furlough plan (“the 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 all employees in the General Bargaining Unit.
2. Following adoption of the Fiscal Year 2009-2010 Budget, nothing in this plan shall restrict the right of the City Council to make further bonafide permanent reductions in workforce, (including reduction of such positions as have been reinstated in the adopted budget under Section 1, above) for economic reasons if the City’s financial position has significantly changed, as authorized under the Santa Barbara City Charter, including but not limited to Sections 1007 and 1008, and the Santa Barbara Municipal Code. However, prior to the implementation of any additional layoffs proposed during the remaining term of the MOU, the City will provide the Union with a minimum of 60 days notice and the immediate opportunity to meet and confer over any negotiable impacts of such layoffs not contained in the current MOU, as amended. The parties will use the interest based bargaining process.

General Unit- Furlough Plan

IV. Declaration and Scheduling of Mandatory Work Furlough

1. Implementation: This Mandatory Furlough Plan may be implemented without any further duty to meet and confer, subject to the following conditions:

a) The City Council makes a declaration by Resolution that a reduction in workforce is necessary for economic reasons and that a mandatory unpaid work furlough should be implemented.

b) The mandatory unpaid furlough time does not exceed 104 hours (5% of time) 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 Closure: The City will observe a General Furlough Closure, during which many City offices and operations will be closed. General Furlough Closure periods are tentatively planned to be observed on the dates reflected in the Fiscal Year 2010 Furlough Closure Schedule (see attachment).

Many employees in operations that are subject to the General Furlough Closure, and in other operations, will be scheduled to take furlough time off during these furlough closure dates. However, some employees will be scheduled to work during such closure periods based on City operational needs, or by mutual agreement between the employee and the employee's supervisor.

b) Furlough Time Off Bank: Any furlough hours not scheduled to be taken as part of a General Furlough Closure shall become part of an employee's furlough time off bank. Employees will be scheduled to take the furlough time off before June 18, 2010. Such time off shall be scheduled on the same terms as vacation under Article 61(b) of the current MOU.

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 will be rescheduled as provided in subsection "b" above. Supervisors will be encouraged, where practicable, to make reasonable efforts to avoid disruption to employees if scheduled furlough time off must be rescheduled (e.g. by finding qualified volunteers). However, this may not always be possible.

3. Application to Voluntary Hours Reduction Requests: Once this plan is implemented for Fiscal Year 2010, 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.

4. Work During Furlough: No employee may perform work for the City when scheduled to be off of work on 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, 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 Fiscal Year 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.

(2) 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 (1) above, if the employee terminates employment before the 26 pay periods are complete.

(3) 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 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 541.710(b)). 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. For purposes of this provision only, the FLSA workweek of an otherwise exempt employee will be the City's standard FLSA work week, beginning and ending at midnight on Friday night, regardless of the employee's regular work schedule.

b) Exempt Employees - Pay Mitigation Plan: Exempt employee pay will be reduced under the same Pay Mitigation Plan outlined for non-exempt employees in Section V.2, above.

(a) The City and the Union agree that is our mutual good faith interpretation of 29 CFR 541.710(b) that the City may implement a pay mitigation plan for exempt employees without affecting the exempt status of such employees

under the FLSA to a greater degree than expressed in Section V.3(a), above.

(b) If the City receives an opinion from the U.S. Department of Labor or other binding legal authority that indicates that the pay mitigation plan for exempt employees further affects the exempt status of such employees, the City will promptly notify the affected represented bargaining units and the parties will reopen negotiations within 30 days of such notice to determine an alternate method of furlough pay deductions that will preserve such employees' exempt status.

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, and personal 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. For employees on a 9/80 or 4/10 schedule, the employee may be required to use accrued paid leave banks to make up the full paid holiday, as usual.

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 worked 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 during their mandatory unpaid furlough period(s). Otherwise, employees are covered by benefit continuation under other City policies, including the City's applicable Leave Without Pay policies.

CITY OF SANTA BARBARA FY 2010 FURLOUGH CLOSURE SCHEDULE

Attachment

FACILITY	OFFICES	HOLIDAY CLOSURE DATES	OTHER CLOSURE DATES
City Hall 735 Anacapa Street	Administration Mayor & Council Offices City Clerk & Human Resources Finance Administration Billing, Licenses/Permits Payroll & Risk Management Information Systems	Standard Holiday Closure <ul style="list-style-type: none"> • Sunday, December 20th, 2009 through Saturday, January 2, 2010 	Standard Additional Closure Dates <ul style="list-style-type: none"> • Wednesday November 25, 2009 • Four Fridays: August 14, 2009; November 6, 2009; February 12, 2010; May 7, 2010.
Airport Administration Bldg 601 Firestone Road	Airport Administration	Modified Holiday Closure: <ul style="list-style-type: none"> • Thursday December 24, 2009 through Saturday, January 2, 2010 	Standard Additional Closure Dates (See City Hall, above)
Fire Station 1 121 W. Carrillo Street	Fire Administrative Office	Standard Holiday Closure Dates (See City Hall, above)	Standard Additional Closure Dates (See City Hall, above)
Parks & Recreation Office 620 Laguna Street	Department Administration	Standard Holiday Closure Dates (See City Hall, above)	Standard Additional Closure Dates (See City Hall, above)
Parks Office 402 Ortega Street	Parks Office	Standard Holiday Closure Dates (See City Hall, above)	Standard Additional Closure Dates (See City Hall, above)
P.W. and C.D. Bldg. 630 Garden Street	Community Development Counters Public Works Counters	Standard Holiday Closure Dates (See City Hall, above)	Standard Additional Closure Dates (See City Hall, above)
City Attorney's Office 749 State #201	City Attorney Administration	Modified Holiday Closure: <ul style="list-style-type: none"> • Thursday December 24, 2009 and Monday, December 28, 2009 • Thursday, December 31, 2009 	Standard Additional Closure Dates (See City Hall, above)
Downtown Parking 1115 Anacapa Street	Downtown Parking Admin. Office	Standard Holiday Closure Dates (See City Hall, above)	Standard Additional Closure Dates (See City Hall, above)
All City/County Libraries 40 E. Anapamu Street	Library Administration Central Library	Modified Holiday Closure: <ul style="list-style-type: none"> • Monday December 21- Friday December 25, 2009 • Wednesday, December 30- Friday, January 1, 2009 • Goleta, Carpinteria, Solvang and Montecito Libraries <u>Only</u>: Saturday, December 26th 	Alternate Additional Days: <ul style="list-style-type: none"> • Wednesday, November 25, 2009 • Six Fridays: August 14, 2009, September 4, 2009, October 16, 2009, November 6, 2009, February 12, 2010, May 7, 2010.
Police Department 215 E. Figueroa Street	Police Chief's Offices Police Counters	Offices Open as Usual	Offices Open as Usual
Waterfront Admin. Bldg 132 #A Harbor Way	Waterfront Administration (Harbor Patrol Counter 24 hrs.)	Offices Open as Usual	Offices Open as Usual
Carrillo Recreation Center 100 E. Carrillo Street	Active Adults, Youth Activities, Teen Programs	Standard Holiday Closure Dates [Except as rented or special programs] (See City Hall, above)	Standard Additional Closure Dates [Except as rented or special programs] (See City Hall, above)

CITY OF SANTA BARBARA FY 2010 FURLOUGH CLOSURE SCHEDULE

Attachment

FACILITY	OFFICES	HOLIDAY CLOSURE DATES	OTHER CLOSURE DATES
Franklin Community Center 1136 E. Montecito Street	Community Center Programs	Standard Holiday Closure Dates [Except as rented or special programs] (See City Hall, above)	Standard Additional Closure Dates [Except as rented or special programs] (See City Hall, above)
Westside Community Center 423 W. Victoria Street	Community Center Programs	Standard Holiday Closure Dates [Except as rented or special programs] (See City Hall, above)	Standard Additional Closure Dates [Except as rented or special programs] (See City Hall, above)
Louise Lowry Davis Center 1232 De La Vina Street	Community Center Programs	Standard Holiday Closure Dates [Except as rented] (See City Hall, above)	Standard Additional Closure Dates [Except as rented] (See City Hall, above)
Cabrillo Pavilion/Bathhouse 1118 East Cabrillo Blvd.	Cultural Arts/Facilities Aquatics/Sports/Adaptive Program	Standard Holiday Closure Dates [Except as rented] (See City Hall, above)	Standard Additional Closure Dates [Except as rented] (See City Hall, above)

Closure dates subject to change based on operational needs.

For additional Counter, Office, and Operations Hours: Visit our website at: www.santabarbaraca.gov , or call (805) 564-0611.

Date: June 15, 2009