

SIDE LETTER- MEMORANDUM OF UNDERSTANDING

REGARDING 4/11-3/11 SHIFT SCHEDULE

This memorandum of understanding was entered into as of 7/12/23, between the City of Santa Barbara, hereinafter referred to as "City," and the Santa Barbara Police Officers Association, hereinafter referred to as "Association."

This agreement is intended to allow the Santa Barbara Police Department to implement a hybrid "4/11-3/11" work schedule (hereinafter "11-hour work schedule") for sworn peace officer employees assigned to patrol functions within Field Operations. The following provisions shall apply:

1. The 11-hour work schedule and the provisions of this Side Letter shall be implemented in July 2023 or soon thereafter as operationally feasible.
2. Under the 11-hour schedule, the regularly scheduled workday shall consist of eleven (11) hours per shift (Except as noted below for nine (9) hour "flex" workday in paragraphs 4 and 5), in any two (2) week pay period during the twenty-eight (28) day cycle. Meal periods shall be considered on-duty time. Sworn employees will be assigned to work rotating schedules of four (4) consecutive days worked followed by three (3) days off, which is then followed by three (3) consecutive days worked and four (4) consecutive days off.
3. Section 207 (k) of the FLSA applies to the terms of this Agreement. The MOU between the City and the Police Officers Association provides a 28-day 171-hour FLSA work period for sworn public safety employees. While overtime shall be calculated under paragraph 7 of this side letter for the 11-hour work schedule, the MOU provision on a 171-hour FLSA work period is not voided.
4. Using a smoothing method, assuming employees work all their scheduled shifts, employees will be paid 80 hours for each pay period. Timesheets will reflect actual hours worked. An extra nine (9) hour "flex" regular workday shall be scheduled every third pay period to make up the hours deficit from the previous 2 pay periods.
5. The nine (9)-hour flex workday shall not be limited to any particular purpose and the determination and flexibility for scheduling this day shall be maintained by the Police Department Management to allow for changing priorities, training availability, and the special needs of the organization. The nine (9)-hour flex workday must be scheduled within that 2 week pay period that is allotted to make up for the hour's deficit accumulated during the previous two pay periods. Therefore, the extra (9)-hour flex workday shall be scheduled during a normal day off during the third rotating pay period and can either be scheduled to occur in the thirty-three (33) hours or the forty-four (44) hours work week. Management will make reasonable efforts to attempt to schedule the extra (9)-hour flex workday during the thirty-three (33) hours workweek. Accordingly, the days off that week shall be reduced from four (4) to three (3), or from three (3) to two (2).
6. The nine (9) hour "flex" workday shall be worked at a straight time rate of pay or shall be deducted from the employee's leave accrual bank on an hour-for-hour basis.

7. Compensation of overtime will be calculated according to the requirements of the Fair Labor Standards Act. Overtime is defined as hours worked beyond the regularly scheduled shift, whether it be an 11, or 9-hour day. Overtime liability shall also occur if a member works in excess of his/her regularly scheduled 77, or 86 hours pay period (training pay period of 77 hours + 9 hour "flex" day). The City shall continue, for purposes of computing overtime, to count all regular, scheduled work hours. Overtime shall continue to be compensated at a time and one-half overtime cash or time and one-half CTO rate but not to exceed the 50 hours CTO maximum bank. Once overtime is earned in connection with any approved method of accrual (daily, biweekly, FLSA), said amounts shall be deducted from overtime owed under any other approved method of accrual. There shall be no double or triple payment of overtime for the same hours involved.

8. The Department reserves the right to discontinue the use of the "4/11-3/11" work schedule at any time without having to engage in the meet and confer process. The parties agree to meet at least six months after the implementation of the 11-hour work schedule to discuss any concerns with the plan.

9. Leave Usage: Time off from any regularly scheduled workday will require the appropriate use of vacation, sick leave, or compensatory time on an hour-for-hour basis. If an employee does not work the required flex day hours during the third rotation scheduled pay period, then up to 9 hours of leave time must be used to make up the required difference from the previous pay periods.

10. The parties have met and conferred regarding the implementation of the 11-hour work schedule.

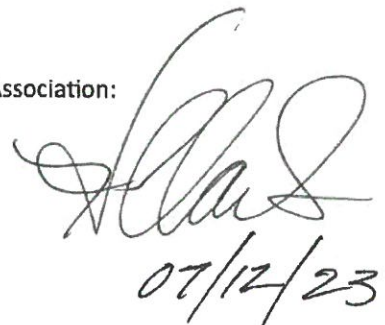
11. The Parties agree that the 11-hour work schedule is in compliance with all applicable wage and hour laws and the Association agrees that it will not file or maintain or cause the filing or maintenance, or encourage or assist in the filing or maintenance of, any claim, grievance, or cause of action of any kind, in any local, state or federal administrative agency, asserting that a 11-hour work schedule violates federal or state wage and hour laws and /or asserting any entitlement to overtime compensation for hours agreed to be worked at straight-time pay under the 11-hour work schedule.

Date: 7/12/23

For the City:



For the Association:



**SIDE LETTER OF AGREEMENT
BETWEEN THE CITY OF SANTA BARBARA
AND THE POLICE OFFICER'S ASSOCIATION BARGAINING UNIT**

This Side Letter of Agreement ("Agreement") is entered into between the City of Santa Barbara ("City") and Police Officer's Association Bargaining Unit ("POA") (collectively, the "Parties").

Having met and conferred in good faith, the Parties agree to the following in addition to terms set forth in Article 43 – Specialty Assignment Program of the operative MOU between the Parties:

TRAINER PAY – PROFESSIONAL STAFF:

A. The following Professional Staff Personnel classifications will receive compensation at a rate of three percent (3%) of the base salary outlined below:

a. Full-time Professional Staff classifications include:

- i. Identification Technician
- ii. Police Property/Evidence Technician
- iii. Police Property/Evidence Assistant
- iv. Parking Enforcement Officer
- v. Police Records Specialist
- vi. Police Technician
- vii. Police Services Coordinator
- viii. Police Service Specialist

B. The following Professional Staff Personnel classifications will receive compensation at a rate of four (4%) of the base salary as outlined below.

a. Full-time Professional Staff classifications include:

- i. Public Safety Dispatcher II

C. Classifications outlined above, who are assigned and perform ten (10) or more hours of training duties during a city 14 day pay period shall receive the specified percentage of base salary for the pay period.

D. Employees who are temporarily assigned to train for less than ten (10) hours during a city 14-day pay period are not eligible to receive training pay. There shall be no rounding off the 10 hours.

E. Individuals in the any other classifications already designated as trainers within their assigned functions and scope are not eligible for additional training pay.

F. The selection process and procedures are outlined in SBPD Policy 1002.

All other terms of the operative MOU shall remain in full force and effect.

Date: 2-6-2024

For the City:

Greg Kelly
A. R.

For the Union:

Heather Clark
HEATHER CLARK, PRES
02/01/23

**Tentative Agreement Between the Santa Barbara Police Officers
Association and the City of Santa Barbara
June 29, 2023**

The parties have met and conferred on the elimination of the Range Master Classification and agree to add the foregoing language to the MOU:

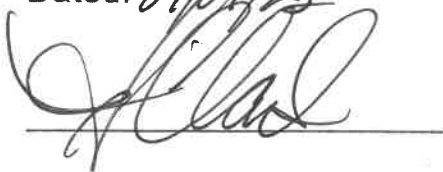
2% Firearms pay will be given to individuals while in the performance of providing firearms training or firearms qualifications (these individuals must be pre-designated as sworn firearms instructors) and personnel engaged in, range or equipment/inventory related activities such as, armorer duties, range maintenance etc.

The firearms training or firearms qualifications *must be* pre-approved by the Strategic Operations Commander or their designee. Obtaining approval after conducting any of the aforesated duties shall not entitle employee to this pay in which case the Chief or designee has the discretion to authorize payment.

It is so agreed:

For the Association

Dated: 07/07/23



A handwritten signature in black ink, appearing to be 'J. Law', written over a horizontal line.

For the City

Dated: 6/30/23



Two handwritten signatures in black ink, written over horizontal lines. The top signature appears to be 'Greg K. [unclear]' and the bottom signature is 'L. [unclear]'. Both are written in a cursive style.