



MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

CITY OF SANTA BARBARA

and

District 36,

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES

July 1, 2024 – December 31, 2026

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SECTION 1 – GENERAL PROVISIONS

1. PREAMBLE

AFSCME Council District 36, AFL-CIO, hereinafter referred to as the Union, and the City of Santa Barbara, hereinafter referred to as City, have been meeting and conferring consistent with the Meyers-Milias-Brown Act of the Government Code and have reached an agreement.

It is the intent and purpose of this Memorandum of Understanding (MOU) to set forth the total and complete understanding and agreement between the parties regarding wages, hours and other terms and conditions of employment. All prior or existing understandings, past practices or agreements by the parties, whether formal or informal, written or oral, regarding any such matters are hereby expressly superseded or terminated in their entirety.

In the event of a conflict between the Manual of Personnel and Administrative Rules and this MOU, the MOU shall take precedence.

2. RECOGNITION

Pursuant to the provisions of City of Santa Barbara Employer Employee Relations Resolution, the City of Santa Barbara (hereinafter called the "City") has recognized the American Federation of state County and Municipal Employees, District Council 36, (hereinafter called the "Union)) as the majority representative of employees in the bargaining unit, which includes the full time employees in the classifications listed in Exhibit "A," for the purpose of meeting its obligations under this Agreement, the Meyers Milias Brown Act, Government Code Section 3500, et seq., when City Rules, Regulations or laws affecting wages, hours and/or other terms and conditions of employment are amended or changed.

3. TERM OF MOU

The term of the MOU is July 1, 2024 – December 31, 2026. This MOU shall continue in effect through negotiation of a successor MOU and including through the impasse procedure if invoked.

This MOU shall in all respects be subject and subordinate to the provisions of the Santa Barbara City Charter, and state and federal statutory law.

All changes the parties agreed to in this MOU (with a term of July 1, 2024 – December 31, 2026) become effective upon Council adoption of this agreement and apply to employees in the bargaining unit as of the same date unless otherwise identified with a specific effective date.

4. SCOPE

MANAGEMENT RIGHTS

The scope of representation shall include all matters relating to wages, hours and other terms and conditions of employment, except however, that the scope of representation shall not include consideration of the merits, necessity or organization of any department, commission, board or committee provided by law or executive order, which shall include but not be limited to the right of the City to: direct, supervise, hire, promote, discipline, discharge, transfer, assign, schedule and retain employees; relieve employees from duties because of lack of work or funds, determine services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters; determine the methods, means, job classifications, and personnel by which government operations are to be conducted; determine the overall mission of the unit of government; maintain and improve the efficiency and effectiveness of government operations. The exercise of these rights does not preclude employees or their representatives from consulting about the impacts these decisions have had on wages, hours and other terms and conditions of employment or raising a grievance on those matters pursuant to the grievance procedure.

EMPLOYEE RIGHTS

The designated union officers and stewards shall be granted necessary time off to engage in contract disputes during the term of the MOU, and the adjustment of grievances of employees in the bargaining unit, subject to the limitations set forth in this MOU. Except in extraordinary circumstances, these permitted activities performed during the normal employee duty time of such designated and appointed officers and stewards shall fall within one of the following categories:

Discuss with an employee a grievance or workplace related complaint which may lead to a grievance or contract violation;

Make inquiries in order to obtain relevant information related to a grievance, including discussions with supervisors, other employees or other management officials provided that such inquiry will not include the right, while on City time, to question visitors or non-employees of the City;

Assist employees in preparation for, or represent employees in, the appeal and review steps of the grievance procedure;

Attend meetings with supervisors or other management officials with respect to grievance adjustments, consultation or general discussion directly related to wages, hours or working conditions, and other matters mutually agreed upon;

Prepare for meetings mutually agreed by the City and the Union to be scheduled for conferral or other purposes.

Subject to the initial provisions of this MOU with respect to paid time for such activities, the City agrees that duly designated union officers and other representatives will be allowed to meet with management representatives during normal working hours without loss of pay. The foregoing release from normal working duties is subject, however, to the requirement that when any such designated union officer or representative is representing an employee, they will request the permission of their immediate supervisor in reasonable advance of any meeting, advising the supervisor of the time needed. Such request will be granted by the supervisor unless work processes require the presence of the employee at that time. The represented employee also shall be required to request permission for time off in reasonable advance of any meeting.

INDEMNIFICATION

The Union agrees to hold the City harmless and indemnify the City against any claims, causes of actions, or lawsuits arising out of the deduction or transmittal of funds to the Association; except upon the intentional failure of the City to transmit to the Union funds deducted from the employees pursuant to this Article.

USE OF CITY FACILITIES

The Union may distribute pamphlets, brochures, and membership cards on City premises during non-working hours.

UNION MEETINGS

The Union may, with the approval of the City Administrator or designee, hold meetings with its members on City property during non-working hours, provided:

Request is made to the City Administrator or designee as to the specific location and dates of the meeting prior to such meeting. Requests shall state the purpose of the meeting and be accompanied by copies of the agenda, notices to members and any other written communications regarding such meeting. Such meetings shall not involve political campaigns or fund-raising events.

5. NON-DISCRIMINATION

The provisions of the MOU shall be applied equally to all employees and the City and Union agree that they shall not unlawfully discriminate on any basis that is protected by law.

6. NO STRIKE

The parties to this MOU recognize their mutual responsibility to provide the citizens uninterrupted municipal services. Therefore, for the duration of this MOU and after expiration of this MOU, as long as the parties are attempting to reach an agreement on a successor MOU, the parties agree not to conduct strike, sympathy strike, or lockout activities.

Any employee who participates in any conduct prohibited in Section A shall be subject to discipline.

If the Union sanctions any conduct prohibited in Section A during the term of this MOU or while the parties are attempting to reach a successor agreement, the City may suspend any and all of the rights and privileges accorded the Union.

7. SAVINGS CLAUSE

Should any part of this MOU be rendered or declared illegal or invalid by legislation, decree of court of competent jurisdiction or other established governmental agency, such invalidation shall not affect the remaining portions of this MOU. The parties agree to immediately meet and confer to provide adequate and relevant substitute language if possible.

SECTION II – COMPENSATION

1. PAYROLL ADMINISTRATION

PROMOTIONS AND APPOINTMENT TO MANAGEMENT

The process for assimilating newly promoted or appointed managers into the evaluation system is as follows:

The initial performance goals will be developed during the first three (3) months of employment.

The beginning date of the evaluation period may be between one (1) and three (3) months from the date of employment as agreed to by the manager and his/her supervisor.

All evaluation periods must cover a period of at least three (3), but no more than twelve (12) months with the end of the evaluation being June 30.

The manager will be evaluated at the conclusion of each evaluation period (June 30).

The beginning salary for a management employee will be negotiated within the salary range for the position.

All subsequent changes in salary will be made based upon performance evaluation.

Internal Management candidates may negotiate salary upon promotions. There is no administrative appeal process beyond the Department Head and/or Human Resources Director

SPECIAL ASSIGNMENT PAY

When a Manager is temporarily assigned special duties or a special project, that employee may be eligible for Special Assignment Pay. In these cases, the Management employee may not be working in an "Acting" capacity, where they are performing the essential functions and duties of another management classification, but is given a special assignment or a special project above and beyond what is expected from his/her current job classification.

The City Administrator or their designee will determine the special pay rate, if any, ranging from 1% to 20% of the manager's salary. This special pay provision may be provided to the management employee on a temporary basis, reviewed at least annually and is not to exceed two years on the same assignment. The completion of a special pay assignment project may be followed by new special pay assignments.

ACTING PAY (TEMPORARY UPGRADE PAY)

When an employee is assigned on a temporary basis to the duties of a higher compensated position, and such employee assumes the full duties and responsibilities of that position, such employee shall be compensated from the first full day of the appointment at a rate of pay which is equal to 5.0% of the employee's base pay.

The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR Section 571(a)(3) Temporary Upgrade Pay as special compensation. "New members" as defined under the Public Employees' Pension Reform Act of 2013 will not have the value of acting pay reported as special compensation or pensionable compensation.

PAYROLL DEDUCTIONS

Employees who receive payroll overpayment shall reimburse City for such overpayment. The city shall establish a reasonable schedule of payments based upon the amount of such overpayment and date overpayment was made.

DIRECT DEPOSIT

All employees shall participate in the City's payroll direct deposit program.

Each employee shall execute a payroll authorization form and submit a voided check or savings deposit slip to the Payroll Office. It shall be the employee's choice as to which bank they designate as the institution receiving payroll funds.

When the authorization form is properly executed and filed with the Payroll Office, the city will begin automatically depositing the net amount of pay on or before each designated biweekly payday in the employee's designated bank account.

Exceptions: An exception to this policy may be granted by the Finance Director to an employee upon a showing of good cause for such exception (e.g., that they unable to establish and/or maintain a personal banking/financial account for direct deposit, or that other personal circumstances necessitate a temporary or permanent exception). The Finance Director may require the employee to renew this exception periodically. Exceptions will not be unreasonably denied.

Employees participating in direct deposit will be provided with a payroll detail report each pay period.

2. UNION DUES

The parties agree that the City will continue deducting monies from payroll and remit same to Union as authorized by employee payroll deduction authorizations. However, when an employee leaves the Bargaining Unit by promotion, separation, or other means, dues will no longer be deducted, unless and until the union submits another

signed authorization form. Any changes in dues deductions shall be subject to the indemnification of the City by the Union.

The City shall provide to the Union, monthly, a new hire and termination list of bargaining unit employees with their name, job classification title, department, and email address.

The City shall provide to the Union, a list of bargaining unit employees whose dues have been deducted as per the last pay period.

The Union shall provide to the City a list of representatives (i.e., leadership, etc.)

3. SALARIES

The City will maintain Manager Classifications fifteen (15) percent above the highest paid subordinate classification salary outside the bargaining unit. For purposes of this Section, "salary" shall only include base pay at the maximum of the range for the classifications. The City shall review Manager Classifications in May of each fiscal year, and provide the Unit with a summary report of this review. If, during the fiscal year, a compaction situation is identified, the Unit shall inform the City, and Human Resources shall review the classification in question. It is the responsibility of the association to maintain and update accurate Manager-to-subordinate reporting relationship information in the City payroll system. The City shall provide a determination within 30 calendar days of notification from the Unit. Any salary adjustment within Implementation of the salary adjustments will be effective the first pay period following Council approval of the mid-year or new fiscal year budget, or within 90 days following the determination, whichever is less. In addition, the plan should avoid being overly complex, not be perceived as negative, and should solve salary compaction or compression problems. Salary adjustments that occur within 90 days are part of compaction analysis.

4. SALARY ADJUSTMENTS

Effective the first pay period after adoption:	5.0% Salary increase
Effective the first pay period after January 1, 2025	2.0% Salary increase
Effective the first pay period after July 1, 2025	4.0% Salary increase
Effective the first pay period after July 1, 2026	4.0% Salary increase

A one-time lump sum payment of \$1500.00 Deferred Compensation Incentive, of which \$750.00 to be automatically deposited into an employee's Deferred Compensation account, the remaining \$750.00 at the employee's discretion.

SECTION III – LEAVES OF ABSENCE

1. VACATION

Managers will accrue vacation as follows:

0-2 Years	120 hours
3-5 Years	160 hours
6-7 Years	200 hours
8+ Years	224 hours

Vacation for management employees will be used within the following parameters:

- A. The maximum vacation accrual will be 400 hours.
- B. 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 in item #D below.
- C. A manager whose vacation balances exceed the maximum accrual of 400 hours 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, 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. In order to qualify for vacation cash-out, an employee must take a minimum of forty (40) hours of accrued leave time (personal leave, management leave, vacation leave, or any combination) during a fiscal year to be eligible to receive cash out for the same fiscal year. Vacation can only be "cashed out" in 10 hour increments (i.e. 10, 20, 30), and the amount to be cashed out will not exceed the employee's vacation balance at the end of the vacation year. Employees eligible for vacation cash-out shall follow the procedures established by the City. Employees must maintain a minimum of 100 hours in their respective leave banks to be cash out vacation hours.

2. HOLIDAYS

Jan 1st	New Year's Day
3rd Monday in January	Martin Luther King Jr.'s Birthday
3rd Monday in February	President's Day
March 31st	Cesar Chavez Birthday
Last Monday in May	Memorial Day
June 19	Juneteenth
July 4	Fourth of July
1st Monday in September	Labor Day
November 11	Veteran's Day
4th Thursday in November	Thanksgiving
4th Friday in November	Day Following Thanksgiving
December 25th	Christmas

Paid holiday time is awarded based on regularly scheduled work day hours per holiday for a full-time manager (pro-rated for part-time employees). When a holiday falls on a Saturday or Sunday the preceding Friday or following Monday, respectively, will be observed as a legal holiday. Whenever a holiday occurs on a manager's regularly scheduled day off, the manager is entitled to an additional day off. Such day off shall be taken within sixty (60) calendar days, or shall be compensated at straight pay.

3. PERSONAL LEAVE

Managers will be entitled to thirty-two (32) paid personal leave hours (pro-rated for part-time employees) each fiscal year per the following schedule:

On the payroll July 1st	32 Hours
Hired between July 2 and October 1	24 Hours
Hired between October 2 and Jan 1	16 Hours
Hired between Jan 2 and April 1	8 Hours

Personal leave days must be taken by the end of each fiscal year or lost. Personal leave will be scheduled on the same basis as vacation. In no case will managers be entitled to cash payment for personal leave days not taken.

4. SICK LEAVE

Sick leave allowance will accrue at the rate of 8 hours per month.

Employees may use sick leave up to 320 hours for the same qualifying events as California Paid Family Leave and with the same rules and regulations.

5. MANAGEMENT LEAVE

Each eligible management employee is awarded sixty-four (64) hours of management leave (pro-rated for part-time employees) for the fiscal year as follows:

Managers on the payroll July 1 (inclusive)	64 Hours
Managers hired between July 2 and October 1 (inclusive)	48 Hours
Managers hired between October 2 and January 1 (inclusive)	32 Hours
Managers hired between January 2 and April 1 (inclusive)	16 Hours

A manager on a Leave of Absence without Pay on July 1st will receive the Management Leave hours (prorated) when they return to work.

6. NON-REPLENISHABLE SICK LEAVE

Management employees are eligible for non-replenishable sick leave. After five (5) years of continuous service, a manager may accumulate additional 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. Non-replenishable sick leave hours may only be used after the manager's entire regular sick leave bank is exhausted.

7. CATASTROPHIC LEAVE (SEE APPENDIX C)

The management catastrophic leave policy allows managers 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. A catastrophic illness or injury is a severe illness or injury which is unusual, unexpected, and immediate in nature; and which is expected to preclude an employee from returning to work for an extended period of time, during which the employee will exhaust all of his/her accumulated leave balances.

Donated vacation time will be converted and credited to the recipient in equivalent hours of sick leave at the recipient's base hourly rate (e.g. employee A makes \$20/hour and donates 1 hour of vacation time to employee B who earns \$10/hour. Employee B's applicable leave bank is increased by 2 hours for each hour donated by Employee A).

8. LEAVES OF ABSENCE

Medical Leave: Managers are eligible to request a medical or family 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.

The City Administrator may grant an extra leave of absence, in addition to that provided under the various sick leave policies to a manager who has been continuously employed by the City for five (5) years or more. When all sick leave has been exhausted, the manager 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 Years	3
10-15 Years	6 (including the 3 above)
15-20 Years	9 (including the 6 above)
20 + Years	12 (including the 9 above)

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

Non-Medical Leave: Managers 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.

9. BEREAVEMENT LEAVE

The bereavement leave policy shall be up to forty hours leave with pay, prorated for part time employees, and shall include the following immediate family members: mother, father, brother, sister, spouse, child, grandparents by blood or marriage, grandchildren by blood or marriage, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, person standing in loco parentis (in place of the parents), and step family members. In addition to the immediate family members listed herein, an employee shall be eligible for bereavement leave with pay for his/her domestic partner and the domestic partner’s immediate family, as defined above.

In order to receive this benefit, domestic partners must be registered with the City Clerk’s office or the 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.

The parties agree that co-worker funeral attendance will be acceptable to the City upon Department Head approval consistent with maintenance of operations.

SECTION IV – BENEFITS

1. EMPLOYEE ASSISTANCE PROGRAM (EAP)

Managers and their families will have access to the City's Employee Assistance Program for free confidential counseling services. This amount will not be counted against the cafeteria plan allowance.

2. LIFE INSURANCE

As soon as possible, Life Insurance will be provided equal to an amount of two times the 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.

3. LONG TERM DISABILITY

Each management employee will receive coverage under the City's long term disability insurance program. This amount will not be counted against the cafeteria plan allowance.

4. SHORT-TERM DISABILITY

Managers are eligible to participate in an optional Short-Term Disability plan at their own cost.

5. ACCIDENT/CANCER INSURANCE

Managers are eligible to participate in an optional Supplemental Accident and Cancer insurance plan at their own cost.

6. TAX QUALIFIED EXPENSE ACCOUNTS

The City offers several tax-qualified arrangements to allow managers to set aside money to pay for eligible expense on a pre-tax basis.

These include:

Medical Flexible Spending Account

Dependent Care Account

7. CELL PHONE ALLOWANCE

Managers are eligible for \$50.00 a month cell phone allowance if they are not issued a City paid for Cell Phone.

8. CAFETERIA PLAN

Managers will receive a monthly contribution to the cafeteria plan for the purchase of health and welfare benefits and/or optional cash-out. The dollar value of full family

medical and dental will be determined based on the premiums for the least expensive comprehensive plans.

As soon as practicable, Managers will receive a Cafeteria Plan Contribution to \$1978.54 per month.

The Union shall have the right to request to re-open this article within 30 days of being notified of the medical costs of each subsequent year.

9. 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.

10. MANAGEMENT SUPPLEMENT PLAN

Effective the first pay period after January 1, 2025, A Management Supplement shall be provided to all represented classifications in an annual amount of \$1200.00. This supplement to be paid \$50 per pay period (based on 24 pay periods), payment toward any current or future voluntary supplemental benefit(s); contribution to any current or future Defined Contribution Plan. Each employee shall have full discretion how this supplement is used.

11. RETIREMENT

Each management employee will be enrolled in the Public Employee's Retirement System (PERS), in either the miscellaneous or safety category as determined by the individual's job classification.

New Members:

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 207% at 57 Safety retirement formula or the 2% at 62 Miscellaneous 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 July 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.

Classic Members:

Employees who qualify as “Classic” PERS members by virtue of service with the City or another qualified employer prior to January 1, 2013 will be covered under the following plans:

The City’s Miscellaneous Managers are covered under the PERS 2.7% at age 55 benefit formula, with a final compensation measurement period of the single highest year. The employee’s contribution toward the employee’s required member contribution, if any, is adjusted upward or downward from year to year depending on the City’s employer rate from PERS.

Managers 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 applicable PERS plan.

12. RETIREE MEDICAL INSURANCE

This provision is applicable to managers who retire from City service and a. b. have 10 or more years of classified or unclassified service; or Retire from the City with an industrial disability retirement.

The City will contribute \$12.00 per month, per year of service, toward the purchase of retiree medical insurance, up to a maximum of 35 years (i.e. \$420.00 per month).

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.

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.

13. SICK LEAVE ANNUITY UPON RETIREMENT

At the time of retirement, the City shall calculate the amount of an annuity for the retiring manager similar to the PERS amendment that provides service credit for sick leave.

The following conditions apply to this benefit:

In order to qualify for payout of sick leave upon retirement, the retirement eligible manager must have at least five (5) years of service and at least 300 sick leave hours;

The conversion rate of 0.004 years of service credit for each day of sick leave is utilized;

The retiring manager will be paid out in a lump sum amount based upon the value of the sick leave annuity.

This provision is not intended to provide a benefit when a similar benefit would not be available from PERS under the service credit for sick leave contract amendment.

14. SICK AND VACATION LEAVE ADVANCE CREDIT UPON HIRE

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:

Vacation Accrual: At the discretion of the Human Resources Director, the employee will 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.

Sick bank: At the discretion of the Human Resources Director, the employee will be credited with up to 96 hours of sick leave. Thereafter, employee will accrue sick leave at the normal rate.

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.

15. DEFERRED COMPENSATION

In addition to the City's retirement plans, managers will be automatically enrolled in the deferred compensation program to save for retirement. The deferred compensation program is a tax-qualified Section 457 government defined contribution retirement program. Effective the first pay period after adoption of the 2024-2026 AFSCME MOU, \$750.00 will be deposited into the employee's Deferred Compensation account.

16. TUITION REIMBURSEMENT

Managers are eligible for up to \$2,000 per year in educational reimbursement through the Citywide Educational Reimbursement Policy.

SECTION V – POLICIES AND PROCEDURES

1. GRIEVANCE PROCEDURE

Grievances shall be defined as an alleged violation of this Agreement or dispute regarding interpretations, application or enforcement of this Agreement or the City Charter, City ordinances, resolutions. A Grievance shall not constitute disagreements regarding employment which include exams (promotional), disciplinary action, performance evaluations, probationary terminations, and 14 workplace conditions subject to meet and confer.

Employees shall be assured freedom from reprisal for using the grievance procedure.

Grievances shall be invalid unless filed within thirty (30) calendar days of the date the alleged grievable activity occurred or the employee could reasonably have known of its occurrence.

Step One – Department Director

An employee who has a grievance shall first try to get the matter settled through a discussion with the Department Director without undue delay. The Director shall issue a written determination and comment to employee within ten (10) calendar days after meeting with the employee.

Step Two – City Administrator

If after such discussion the employee does not believe the grievance has been satisfactorily resolved, they may file a formal appeal in writing to the City Administrator within fifteen (15) calendar days after the Department Director has made a final determination. The City Administrator shall review the decision of the Director. The City Administrator shall render their written decision and comment to the employee within fifteen (15) calendar days after receiving the appeal. This decision shall be final.

The time limitations for filing and responding to grievances may be waived or extended by mutual agreement of the parties. Employees may be represented by counsel or other person at any stage in the grievance process.

No grievance may be brought under this ARTICLE unless specifically authorized in writing by the AFSCME. Nothing herein is intended to restrict or limit an employee from exercising any right he/she may otherwise possess under the law, independent of this MOU.

2. SPECIAL PROVISIONS

LIMITED REOPENER(S)

Within 90 days of adoption of the MOU, the City agrees to meet with the Union on the following items:

Comparable Agencies to be used for future compensation/salary surveys

State Disability Insurance availability to Management employees

Precautionary retirement

LABOR MANAGEMENT COMMITTEE

The City and Union shall establish a Labor Management Committee that shall meet bi-monthly or as mutually agreed between the parties.

APPENDIX A: AFSCME REPRESENTED CLASSIFICATIONS

Airport Business Manager	Police Administrative Manager
Airport Facilities Manager	Police Business Manager
Airport Operations Manager	Police Information Technology Manager
Airport Properties Manager	Police Records Manager
Assistant to the City Administrator	Principal Architect
Chief Building Official	Principal Engineer
City Clerk Services Manager	Principal Planner
City Engineer	Principal Project Manager
City Planner	Principal Traffic Engineer
Community Engagement Officer/PIO	Public Works Business Manager
Controller	Public Works Manager
Cross Functional Team Manager	Public Works Operations Manager
Downtown Plaza & Parking Manager	Recreation Programs Manager
Emergency Services Manager	Risk Manager
Energy and Climate Program Manager	State Street Master Planner
Environmental Services Manager	Transportation Planning & Parking Manager
Facilities Manager	Wastewater System Manager
Fire Business Manager	Water Resources Manager
Fleet Services Manager	Water Services Manager
General Services Manager	Water System Manager
Harbor Operations Manager	Waterfront Business Manager
Housing & Human Services Manager	Waterfront Facilities Manager
Information Technology Manager	Economic Development Manager
Library Services Manager	Community Development Business Manager
Parks & Recreation Business Manager	Creeks Restoration/Clean Water Manager
Parks Manager	Public Safety Communications Manager

APPENDIX B: ICMA CODE OF ETHICS

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

We believe professional management is essential to effective, efficient, equitable, and democratic local government.

Affirm the dignity and worth of local government services and maintain a deep sense of social responsibility as a trusted public servant.

Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.

Serve the best interests of all community members.

Submit policy proposals to elected officials; provide them with facts, and technical and professional advice about policy options; and collaborate with them in setting goals for the community and organization.

Recognize that elected representatives are accountable to their community for the decisions they make; members are responsible for implementing those decisions.

Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.

Keep the community informed on local government affairs. Encourage and facilitate active engagement and constructive communication between community members and all local government officials.

Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

Manage all personnel matters with fairness and impartiality.

Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit. *Adopted by the ICMA Executive Board in 1924, and most recently revised by the membership in April 2023.*

APPENDIX C: CATASTROPHIC LEAVE POLICY

PURPOSE

To establish a program whereby City employees can donate vacation and/or compensatory time, if applicable, to:

The sick leave banks of permanent full-time and permanent part-time employees who are incapacitated due to a catastrophic illness or injury; or

The vacation leave banks of permanent full-time and permanent part-time employees who are caring for a spouse or child who has a catastrophic illness or injury.

DEFINITION

A catastrophic illness or injury is a severe illness or injury which is unusual, unexpected, or immediate in nature; and which is expected to preclude an employee from returning to work for an extended period of time, during which the employee will exhaust all of his/her applicable accumulated leave balances.

POLICY

City employees may donate vacation and/or compensatory time, if applicable, to permanent full-time or permanent part-time employee if:

An employee experiences a catastrophic illness or injury or must care for a spouse or child who has a catastrophic illness or injury which requires the employee to be absent from work for an extended period of time;

The employee has nearly exhausted all applicable leave balances (sick, vacation, personal leave, and compensatory time in the case of the employee's off-duty catastrophic illness or injury; vacation, personal leave and compensatory time due to caring for a spouse or child who has experienced a catastrophic illness or injury); and

The employee or if incapacitated, the legally recognized representative, has agreed to accept the donation if approved by the department head and the City Administrator.

The department head will take action to help ensure that each employee's decision to donate or not donate to a Personal Catastrophic Leave Account is kept confidential and that the donor and recipient employees are not pressured to participate.

State and Federal income tax on the value of vacation and/or compensatory time, if applicable, donated will be deducted from the recipient employee's pay at the time the hours are used.

PROCEDURES

A request is made by the recipient employee or if incapacitated, the legally recognized representative, to the department head for the establishment of a Personal Catastrophic Leave Account. This request may be made prior to the employee exhausting all of

his/her applicable paid leave balances so that time donated may be utilized immediately upon exhaustion of the employee's leave balances, but not before.

Upon approval of the department head and the City Administrator, and upon agreement of the recipient employee, a Personal Catastrophic Leave Account will be established. The employee or if incapacitated, the legally recognized representative, will sign the "Request to Receive Donation(s)" form allowing publication and distribution of information regarding his/her situation.

The employee or if incapacitated, the legally recognized representative, will be required to provide verification of the catastrophic illness or injury from an attending physician before and while using time donated under this program. All information provided by the attending physician will remain confidential.

The request for donations will occur in three month intervals and may be extended up to a maximum of twelve (12) continuous months for any one catastrophic illness/injury, based upon approval of the department head and City Administrator.

Donated vacation and/or compensatory time will be converted and credited to the recipient's applicable leave bank in equivalent hours based upon the recipient's base hourly rate. (e.g., employee A makes \$20/hour and donates 1 hour of vacation time to employee B who earns \$10/hour. B's applicable leave bank is increased by 2 hours for each hour donated by A.)

Employees will use the "Donation of Vacation and/or Compensatory Time" form to submit donations of vacation and/or compensatory time, if applicable, directly to Human Resources. All donations will be reviewed for compliance with this policy. After review, the form will be forwarded to Payroll for action and adjustment to the donor's and recipient's paid leave balances.

All donations of vacation and/or compensatory time, if applicable, will be in increments of 4 hours or more (e.g. 4, 8, 12 hours) and will be made in three month increments. An employee may not donate vacation or compensatory time, if applicable, which would reduce his or her total accrued combined balance of vacation, compensatory time, personal leave and sick leave to less than 120 hours after the donation.

The donation of vacation and/or compensatory time, if applicable, is irreversible. Should the recipient employee not use all the donated time for the catastrophic illness or injury, any balance will revert to a City-wide "Catastrophic Leave Bank" for future use by employees with need for that donated time pursuant to the provisions of this Catastrophic Leave Policy.

A report on the usage of Personal Catastrophic Leave Accounts and status of the City-wide "Catastrophic Leave Bank" will be available to recognized labor organizations and others with a need to know. The report will include the identity of the recipient(s), hours donated, hours used and the remaining balance(s).

APPENDIX C: REQUEST TO RECEIVE CATASTROPHIC LEAVE

CATASTROPHIC LEAVE POLICY – MANAGEMENT

REQUEST TO RECEIVE DONATIONS

This form is for those City employees who are incapacitated due to a catastrophic illness or injury and wish to benefit from a City-established employee-donated Catastrophic Leave Bank. To be eligible to participate in the program, it is foreseen that an employee will use all of his/her accumulated leave balances because of a catastrophic illness or injury; however, any hours donated may not be utilized until the employee's leave balances are actually exhausted.

The purpose of this form is not to be intrusive into the personal life of any employee. The goal is to obtain enough information so that the decision to establish a Catastrophic Leave Bank for any given employee will be based on appropriate considerations. The intent is to establish a Catastrophic Leave Bank for those employees truly in need.

Name: _____ Date: _____
Job Title: _____ Department: _____

Please describe why you are requesting use of the Catastrophic Leave Bank including specific information such as the nature of the catastrophe. (A doctor's Certificate of Disability and/or more pertinent information will be required by the City.)

How much donated time do you estimate you may need?

I agree to allow this information to be released to those employees wishing to donate their vacation time to me, as well as those people involved in the administration of the program.

Signed by the Requesting Employee or if incapacitated, the Legally Recognized Representative

_____ Date _____
Signed by the Requesting Employee
or if incapacitated, the Legally Recognized Representative

_____ Date _____
Signed by the Department Head

_____ Date _____
Signed by the City Administrator

APPENDIX C: DONATION OF VACATION TIME FOR CATASTROPHIC LEAVE

CATASTROPHIC LEAVE POLICY – MANAGEMENT

DONATION OF VACATION TIME - CONFIDENTIAL

TO: Human Resources

FROM: (Employee Name and Department)

DATE:

I understand that this donation of my vacation time is irrevocable. Should the employee receiving the donation not use all of the donated time for the catastrophic illness or injury, the balance will remain with the Catastrophic Leave Bank for future use by other employees with need for the donated time.

I understand that I may only donate vacation time, and that time may only be donated in increments of four hours or more.

I understand that I cannot donate vacation time which would reduce my total accumulated vacation, personal leave, and sick leave to less than 120 hours after my donation.

I have read and understand all of the above and I freely and without restraint elect to donate _____ vacation hours to a Catastrophic Leave Bank established for the benefit of

(employee's name)

NAME: _____

(Please Print)

SIGNATURE: _____

DATE: _____