MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SANTA BARBARA
AND
SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 620, SUPERVISOR EMPLOYEES' BARGAINING UNIT (FORMERLY KNOWN AS THE SANTA BARBARA CITY SUPERVISORY EMPLOYEES' BARGAINING UNIT)

THIS AGREEMENT IS ENTERED INTO AS OF JULY 1, 2026, BETWEEN THE CITY OF SANTA BARBARA, HEREINAFTER REFERRED TO AS THE "CITY", AND THE SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 620, SUPERVISOR EMPLOYEES' BARGAINING UNIT, 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:

_____
Michael Arnoldus
Human Resources Director

_____
Keith DeMartini
Finance Director

_____
Megan Wilson
Human Resources Manager

_____
Matthew Escobedo
Human Resources Manager

_____
Charlie Lam
Human Resources Analyst II

_____
Michael Smith
Airport Operations Manager

_____
Mari Torres
Senior Human Resources Analyst

_____
Joshua Haggmark
Water Resources Director

_____
John H. Bakhit
Atkinson, Andelson, Loya, Ruud & Romo

FOR THE UNION:

Laura Robinson
_____
Laura Robinson
Executive Director, SEIU LOCAL 620

_____
Beth Ann Cornett
Senior Planner

_____
Bradley Klinzing
Supervising Engineer

_____
Krystal Vaughn
Administrative Supervisor

_____
Maggie Heinrich
Water Distribution Supervisor

_____
Yesenia Gomez
Finance Supervisor

_____
Gaylen Fair
Water Quality Superintendent

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1. BENEFITS-PERMANENT PART-TIME EMPLOYEES

a. Employees filling positions authorized by City Council in the City's official list of authorized positions at 20 hours or more per week on a less than full-time basis shall receive benefits as follows:

i. Cafeteria plan contribution, medical contribution, dental contribution, vision contribution, and holiday equal to the percent of time regularly scheduled versus a regular work week rounded up to the nearest ten percent (10%).

ii. Vacation and sick leave equal to the percent of time worked versus a regular work week rounded up to the nearest ten percent (10%).

b. Employees who were already filling positions authorized by City Council in the official 2004-2005 Position and Salary Control Resolution at 20 hours or more per week on a less-than-full-time basis as of May 1, 2005 will continue to receive full-time health benefits (cafeteria plan contribution, medical contribution, dental contribution, vision contribution).

2. BEREAVEMENT LEAVE

The City's current bereavement leave policy shall be up to 40 hours leave with pay 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, and stepfamily members. In addition to the immediate family members listed herein, an employee shall be eligible for up to five (5) days bereavement leave of which up to 40 hours are eligible for 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 parties agree that time off to attend a co-worker's funeral, using the employee's leave accruals, will be acceptable to the City upon Department Head approval consistent with maintenance of operations.

Though bereavement leave pay is not applicable, the City shall encourage departments to make reasonable efforts to allow employees to use accrued vacation, compensatory time, or personal leave to attend the funeral of an aunt, uncle, or cousin.

3. BILINGUAL SKILLS

The City and the Union agree to encourage employees to voluntarily develop bilingual skills in instances where the public contact nature of their jobs would make such skills valuable. Bilingual skills for purposes of this article may include both verbal interpretation and routine written translation skills. Complex written translations and complex verbal transactions during large group meetings may be performed if the employee possesses these skills.

Any employee who is requested by the City and agrees to bilingual designation and whose duty assignments require frequent and regular use of bilingual language skills in Spanish and in English with members of the public shall be designated by the Department Head in writing and said designation shall be approved by the Human Resources Manager, who shall test and certify the employees for verbal language proficiency and/or written translation skills as necessary.

As used in this section, the phrase "regular and frequent" means at least several times in each working day. Designation of the bilingual language skill is restricted to the actual needs of the position. An employee's ability to read, write or speak Spanish occasionally or, incidental use of language skills in Spanish, or the use of bilingual skills other than for the purpose of meeting the requirements of the job shall not warrant a bilingual designation.

Effective October 3, 2026, all employees certified for use of bilingual skills shall receive compensation, per pay period, in the amount of $100.00.

Effective October 3, 2026, all full-time employees in positions designated by the Department Head who meet the following qualifications shall receive compensation, per pay period, in the amount of $150.00:

a. Establish to the satisfaction of the Human Resources Director or their designee, a complex level of verbal and written proficiency in Spanish as demonstrated by appropriate testing every other year; and

b. Provide written translation from Spanish-to-English and English-to-Spanish and/or act as a translator for complicated technical information.

4. CAFETERIA PLAN

The City will provide a flexible benefit plan known as the "Supervisors' 125 Cafeteria Plan" within the meaning of Section 125(d) of the Internal Revenue Code. Effective the first full pay period after approval of this MOU by City Council, there shall be a cap on the cashout amount up to $1,978.54 per month, regardless of the amount of the City's contribution identified below. Accordingly, regardless of the City's contribution amount, under no circumstances will an employee receive a cashout when the premiums for medical, dental, and/or vision exceed $1,978.54 per month. In the event an employee elects the cashout option but takes advantage of the vision and/or dental benefit, that employee will receive the difference between the $1,978.54 and the cost of the vision and/or dental benefit.

Effective the first month after City Council approval of this MOU, the City shall contribute the following per employee, per month to the plan, depending on which category (Employee only, Employee + 1, or Family) the employee is enrolled in:

- Employee Only: $1,978.54
- Employee +1: $1,995.24
- Family: $2,419.63

Effective January 1, 2028, the City shall contribute the following per employee, per month to the plan, depending on which category (Employee only, Employee +1, or Family):

- Employee Only: $1,978.54
- Employee +1: $2,261.95
- Family: $2,741.31

Effective January 1, 2029, the City shall contribute the following per employee, per month to the plan, depending on which category (Employee only, Employee +1, or Family):

- Employee Only: $1,978.54
- Employee +1: $2,564.61
- Family: $3106.35

Additionally, effective the first full pay period after City Council approval of this MOU, the City shall contribute up to a maximum of the following amounts monthly for Dental and Dental Insurance:

- Dental Insurance – up to a maximum of $82.66 per month; and
- Vision Insurance – up to a maximum of $10.21 per month.

The employee will distribute this money among the various cafeteria plan options.

5. CATASTROPHIC LEAVE

Employees will be covered by the Citywide Catastrophic Leave Policy. This policy allows employee donation of eligible accrued time off to a coworker dealing with a catastrophic illness or injury to the coworker and/or his spouse, registered domestic partner, or child.

6. CHILD CARE

The City and the Union agree to abide by all provisions of the City Family Friendly Personnel Policies (Appendix D).

a. The City will provide a pre-tax salary reduction plan for dependent care needs in accordance with Section 129 of the Internal Revenue Code.

b. One member of the Union shall be appointed to a Child Care Center Advisory Committee, if established.

c. All City child care subsidy amounts will apply across the board to all child care slots if a child care center is established.

d. The City will explore establishing priority for a percentage of slots for City employee access to child care services provided in leased City facilities.

7. DEFERRED COMPENSATION

The City and the Union agree that employees shall have the option of selecting deferred compensation as a benefit program. Effective the first full pay period after July 1, 2028, the City agrees to provide employees defined as PEPRA with up to $25 per pay period in a no-match 457 contribution, not to exceed $650 per year.

8. DISABILITY RETIREMENT

a. An employee found physically or mentally incompetent to perform his/her regular duties shall be terminated pursuant to Charter Section 1007 or retired, if eligible, pursuant to State law and City regulations. An employee eligible to retire for non-industrial disability shall be entitled to use sick leave benefits to extend the date the employee is first eligible to receive retirement benefits for up to a maximum of ninety (90) days.

b. An employee later found not to be disabled shall be reinstated with back pay and benefits to the date such pay and benefits ceased.

9. DISCIPLINARY ACTION

a. Any proposed suspension, demotion, or termination of a supervisor, whether classified or unclassified, will be reviewed by Human Resources.

b. The City at its option shall have the right to amend Charter Section 1007 to eliminate procedural redundancies with current "Skelly" procedures required by State law and City regulations for classified employees.

c. If either federal or State law is adopted requiring binding arbitration of disciplinary disputes, the City, at its option, shall have the right to repeal the disciplinary appeal rights provided by Charter Section 1007.

d.. The City, at its option, may allow an employee to forfeit vacation or holiday time in lieu of taking other disciplinary action pursuant to Charter Section 1007 and enabling ordinances.

10. DISCOUNTS AND INCENTIVES

a. Employees of this Bargaining unit shall be eligible to participate in and shall receive any benefits provided by any established Citywide Alternative Transportation Program.

b. Waterfront Department employees, and other employees regularly scheduled to work in the waterfront area, will be eligible to purchase an unlimited annual waterfront parking pass at the same rate as harbor slip holders. Beginning for calendar year 2014, the prior limited annual pass program was closed to new participants; thereafter, only employees who elected the limited pass in calendar year 2013 will be eligible for a limited pass. Waterfront employees who carpool (defined as 2 or more employees commuting to work together in a single vehicle) will be eligible for free carpool vehicle parking in designated spaces during working hours under terms similar to those offered to other City employees.

c. The City will provide notice to new employees of employee discounts available for recreation programs and facility use. The Human Resources Division will also make such information available to employees on its internal website.

11. DOMESTIC PARTNERSHIP BENEFITS

The City shall allow domestic partners dependent coverage under the medical, dental, and vision plans. In order to receive this benefit, domestic partners must be registered with the California Secretary of State. The affected employee(s) shall be responsible for all tax consequences of this benefit.

12. DRESS CODE

It is agreed that employees recognize and will comply with standards of dress consistent with the positive representation of the City government through its employees and consistent with uniform requirements and safety policies established by the City. Failure to do so will result in an employee being directed to conform to the appropriate dress standard. No dress codes other than the above standard are to be established in the various departments.

13. DRUG AND ALCOHOL TESTING

Employees with commercial driver's licenses in "safety sensitive" positions are subject to the City of Santa Barbara Drug and Alcohol Testing Policy Pursuant to Department of Transportation Regulations.

Employees not subject to the City of Santa Barbara Drug and Alcohol Testing Policy Pursuant to Department of Transportation Regulations are subject to pre-employment drug testing and post-accident drug and alcohol testing pursuant to the City of Santa Barbara Drug and Alcohol Testing Policy, attached hereto as Appendix A.

14. EQUAL EMPLOYMENT OPPORTUNITY

a. The City and the Union agree that the provisions of this Agreement shall be applied equally to all employees covered herein without favor or discrimination because of race, creed, color, sex/gender, age, national origin, political or religious affiliations, Union membership, sexual orientation, marital status, disability, pregnancy, or other classification 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 City's equal employment opportunity program.

15. 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 cannot 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 performance evaluation 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 representatives 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 Union employees work or come into contact. These binders shall be made available for inspection at all reasonable times.

h. The City may make changes to the cafeteria plan that are cost-neutral to the City based on impacts of the Affordable Care Act (ACA), including but not limited to:

a) Affordability Calculations: Should changes or interpretation of law lead to the City's cafeteria plan contribution not being credited as an employer contribution toward minimum essential coverage under affordability provisions of the Affordable Care Act (ACA), the City may make changes to the structure of the benefit that are cost-neutral to the City to ensure treatment of its contribution as an employer contribution.

b) Cadillac Tax: City may make changes to the cafeteria plan that are cost-neutral to the City in order to avoid insurance premium increases resulting from the 40 percent excise tax on high-cost employer-sponsored health plans (the "Cadillac Tax") or other penalties or liability as a result of the ACA.

The City will meet and consult over the proposed changes with the Association at least 3 months prior to implementation of the changes, but will not be obligated to delay implementation or to negotiate to impasse.

16. HOLIDAYS

a. The City and the Union agree that the following days shall be observed as legal holidays by all employees in the Union:

January 1st	(New Year's Day)
3rd Monday in January	(Martin Luther King, Jr.'s Birthday)
March 31st	(Cesar Chavez Day)
3rd Monday in February	(Washington's Birthday)
Last Monday in May	(Memorial Day)
June 19th	(Juneteenth)
July 4th	(Independence Day)
1st Monday in September	(Labor Day)
November 11th	(Veterans Day)
4th Thursday in November	(Thanksgiving)
The Friday immediately following	Thanksgiving Day
December 25th	(Christmas Day)

b. When a holiday falls on a Saturday or Sunday, the preceding Friday or following Monday, respectively, shall be observed as a legal holiday.

c. Whenever a holiday occurs on an employee's regularly scheduled day off, the employee 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.

d. Whenever an employee is specifically required to work on a day which is being observed as a holiday, the employee shall receive an additional day off at straight time compensation and be compensated at the rate of time and one-half for the hours worked. The employee must take the additional day off within sixty (60) calendar days or shall be paid for that day on a straight time basis. Time and one half shall not be paid for hours that the employee voluntarily chooses to work, but is not required to work.

e. Nothing in this Agreement shall preclude the City from declaring a holiday when a legal holiday has been declared by the President of the United States or the Governor of the State of California.

f. If the City chooses to close some or all offices to the public during the annual holiday period, employees will either work, use their own paid leave banks, or take unpaid leave in accordance with the Holiday Closure Plan contained in Appendix E.

g. Compensation for holidays shall correspond with the employee’s regular workday shift within their established work schedule on which the holiday falls (e.g. for employees who work on a 9/80 work schedule, compensation for holidays shall either be nine or eight hours, depending on whether the holiday falls on a 9-hour or 8-hour workday).

17. IMPLEMENTATION OF MOU

City shall implement the provisions of this Memorandum of Understanding by adopting appropriate resolutions, ordinances, and administrative policies.

18. INSURANCE

The City and the Union agree that the City shall provide a Medical/Dental/Vision insurance program.

The City retains full and complete control over the selection, approval, and administration of the City's

employee medical/dental/vision insurance programs to include selection of the carrier, insurance contract renewal, and changes in program specifications. However, group insurance benefits in effect at the commencement of the January to December plan year shall be maintained during the plan year to the extent it is within the control of the City.

The City shall notify the Union within two weeks of receipt by the City of any notification received regarding major changes in benefits or cancellation of contracts from insurance companies providing insurance coverage identified in this section. Upon such notification, a meeting will be scheduled with the Union to allow information to be exchanged and afford the Union the opportunity to consult with the City on the matter.

19. LAYOFF POLICY

a. The City and the Union agree that any employee whose position is abolished, pursuant to Section 1008 of the City Charter, shall receive a minimum of thirty (30) days' written notice prior to the effective date of abolition. The affected employee shall be given every opportunity through promotional examinations, transfers, and voluntary demotion to fill existing vacant positions. In the event that an employee scheduled to be laid off does not possess minimum qualifications for vacant positions, opportunity for trainee-level appointment to a vacancy in the bargaining unit will be considered. In no case shall open competitive recruitment be used to fill a vacancy until it is determined that no person holding a position to be eliminated meets the qualifications for the vacancy and that no person holding such a position has the potential and willingness to meet those qualifications pursuant to the trainee-level position ordinance (Municipal Code Section 3.04.055).

Notwithstanding the above, a Department Head shall have the sole right not to employ, accept transfer of, or demote any employee laid off who in the Department Head's sole opinion is not qualified for a position with due regard for the provisions of this Agreement, City policy, and State and federal law. A Department Head, however, may not reject an employee who has "bump rights" to a position as provided herein.

b. Order of Layoff

1. Under the City's policy on the abolition of positions and reduction of personnel by layoff, employees will be laid off by classification, department and division in the following order:

a) Probationary employees (if any);

b) Regular employees who received an overall score of "needs improvement" (under the most recent evaluation form) on the last two consecutive annual performance evaluations.

c) By inverse order of seniority. Seniority is determined by continuous service in the classification.

d) If employees have the same seniority within the classification, selection shall be made at random.

2. Employees affected by layoff shall have the right to return to the last position they previously held in the City service so long as they meet the position's current minimum qualifications and are physically able to perform and that position continues to exist. If an employee bumps down into the last position held, the employee will bump another employee within that classification, department and division as provided in subsection "2", above.

3. The City shall determine and implement the order of layoff after consultation with the Union.

c. Whenever the City Administrator submits a budget to the City Council requiring layoff of general employees or supervisory employees as outlined in Paragraph b, the City Administrator shall, at the time of

budget submission, provide the Union with a list of prospective layoffees and a seniority list from which eligibility for layoffs was determined.

d. The City may offer a separation enhancement plan to avoid layoffs.

20. LEAVE OF ABSENCE

a. It is agreed that supervisory employees shall have the right to request an extended leave of absence without pay for a period of up to one year for personal reasons or for additional schooling. If the leave is approved, the employee will have right of return but such leave shall be considered a break in service with no accrual of benefits. Leave approval will be at the discretion of the City Administrator.

b. Employees may be entitled to up to 12 weeks of leave, with benefit continuation and reinstatement rights, under the City's FMLA/CFRA Family Care and Medical Leave Policy for the birth of a child or to care for a newborn, for the placement of a child with an employee in connection with adoption or foster care, to care for a child, parent, spouse, domestic partner or child of a domestic partner who has a serious health condition, or for the employee's own serious health condition. For combined pregnancy and child bonding leave, the amount of leave available under this policy may be longer.

c. Extended Medical leaves of absence may be granted by the City Administrator for a period of up to a total of one year (including any period of FMLA/CFRA Family Care and Medical Leave) on request of the employee due to the employee's illness. The City shall continue to pay its contribution to insurance (medical, dental, vision, psychological, life, and long-term disability) for the longer of the first ninety (90) days of such medical leaves of absence, or any period of leave continuation provided under the FMLA/CFRA Family Care and Medical Leave Policy.

d. The following criteria will be used in determining the granting of personal or extended medical leaves of absence:

1. Employee's seniority in City service.
2. Employee's job performance record.
3. Employee's disciplinary action record.
4. Needs of the City service.

e. No sick leave, vacation or holidays shall accrue to any employee during any full biweekly pay period in which the employee is on authorized leave without pay. Employee on leave without pay (other than medical) shall also be responsible for full payment (employer and employee portion) of insurance premiums.

f. No sick leave, vacation, or holiday shall accrue or be paid to employees during any period of authorized leave without pay or suspension.

g. "Continuous service" means employment with the City without break or interruption; in computing continuous service for the purposes of this chapter, neither military leaves nor leaves of absence on account of illness, whether with or without pay, shall be construed as a break in employment or service. Other absences aggregating in excess of ninety (90) days in any period of twelve (12) months, including layoffs on account of lack of work, lack of funds, or abolishment of positions shall be construed as breaking "continuous service".

21. LIFE INSURANCE

The City will provide a term life insurance policy covering the employee in the amount of one (1) year's annual salary (effective 1st of January of each year) or $60,000, whichever is greater, with an equal accidental death and dismemberment provision.

22. LONG-TERM DISABILITY INSURANCE

The City will provide a long-term disability insurance plan by enrolling Union members in the City of Santa Barbara Long-Term Disability Plan.

23. MAINTENANCE OF BENEFITS

The City and the Union agree that all benefits, other than 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 or 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.

24. MANAGEMENT RIGHTS

The City and the Union agree that the City has an exclusive right to manage and direct the performance of services and the workforce performing such services unless the City has specifically delegated, abridged, or modified any such rights in this Agreement. Such rights shall include but not be limited to the sole right to determine the organization structure of the City, establish levels and types of services to be provided, determine the methods, means, and number of personnel by which operations are to be conducted, including sole authority to contract or subcontract for municipal services, and to exercise complete control and discretion over the technology of performing the City's work. The City retains complete authority over the policies and direction and administration of all City departments including but not limited to standards and methods of selection for employment; promotion and performance evaluation; disciplinary action; relief of employees from duty because of lack of work or other legitimate reasons; maintenance of the efficiency of government operations; establishment of the work week and work schedules; and determination of the content of job classifications consistent with applicable laws and with due regard for provisions of this Agreement.

25. MEETING AND CONFERRING

The City and the Union agree to meet and confer regarding renewal of the Memorandum of Understanding by using the concept of Mutual Gain Bargaining. Mutual Gain Bargaining principles to be observed include important assumptions such as focusing on issues not personalities, interests not positions, and satisfying mutual interests. The Union and the City recognize that bargaining enhances the ongoing relationship between both parties that both parties can win in bargaining and can help each other do so, and that open and honest discussion expands the area of mutual interests therefore expanding the options available to the parties to arrive at successful solutions.

26. MUNICIPAL CODE CHANGES

During the term of the Agreement the City and the Union shall meet and confer with regard to any further City proposed changes to Santa Barbara Municipal Code Title 3 which are within the scope of representation

27. OVERTIME

a. The City and the Union agree that overtime work will be assigned to the employees on a rotation basis whenever possible.

b. Overtime compensation shall accrue in fifteen-minute minimum blocks of time for work performed fifteen minutes or more beyond a regularly scheduled workday or work week.

c. If an employee is called back to duty on an overtime basis, such employee shall be compensated for no less than two (2) hours overtime. Call back duty shall include, but is not limited to, all work normally performed by the employee, including work that can be performed remotely. If an employee is called back to work on an emergency basis, if conditions permit, City shall provide said employee with nourishment and/or a rest period of appropriate duration.

d. The parties agree that employees have the right to request cash payment or compensatory time off (CTO), but that approval of one or the other benefit remains the right of the City consistent with the needs of the City.

Overtime worked shall be compensated at the rate of one hour of CTO for one hour of overtime worked or one and one-half hour cashout for one hour of overtime worked.

Overtime not cashed out shall be maintained in a CTO "Bank". An employee may accrue up to 100 CTO hours in his/her bank. The employee may maintain this bank unless the employee terminates or agrees to cash out a portion of all the hours in the bank. Management will make every effort to provide employees with opportunities to take compensatory time off to avoid exceeding the bank limit. The City retains the right to cash out CTO hours other than the 100-hour bank described above at the overtime rate.

It is agreed that the City has the right to require employees to take compensatory time off but shall provide a minimum of seven (7) calendar days advance notice in such cases.

e. Prior management approval is required for the use of CTO, however employees may use CTO hours from their overtime bank without prior notice for time off due to illness or injury of their spouse or children. Such emergency leave shall not be unreasonably withheld by the City. Emergency leave shall be deducted from the employee's CTO bank. No emergency leave payment shall be made except after satisfactory evidence of dependent illness or injury has been accepted and approved by the Department Head.

f. The City and the Union agree that overtime work accrued during a declared disaster as determined by the President of the United States, the Governor of the State, the Mayor of the City, City Council, or the City Administrator shall be compensated at the rate of time and one-half providing that the City is reimbursed at the rate of time and one-half wages in Federal or State Disaster Relief Funds.

28. PAID FAMILY LEAVE INSURANCE (PFL) AND STATE DISABILITY INSURANCE (SDI)

a. All employees must participate in the State Disability Insurance (SDI) and State Paid Family Leave (PFL) programs. The employee shall pay all costs associated with these programs.

b. Employees may apply for SDI or PFL benefits with the State of California Economic Development Department (EDD). To be eligible for benefits, the employee must meet all applicable State requirements. Depending on eligibility, an employee may receive:

1. Up to 52 weeks of wage replacement benefits for the employee’s own disability, and/or

2. Up to 8 weeks of wage replacement benefits for providing required care for the serious health condition of a child, parent, spouse or domestic partner or for bonding with a new child. Employees may also qualify for benefits to care for a seriously ill grandparent, grandchild, sibling, or parent-in-law, as defined; however, eligibility for this benefit does not necessarily create a right to protected leave.

c. Employees who receive SDI or PFL benefits must integrate available SDI and PFL benefits with available paid sick leave, personal leave and compensatory time. Documentation of the SDI/PFL benefits received must be provided to the Payroll Office for this purpose.

d. Employees on a medical or family medical leave of absence who are eligible to use their leave accruals during the leave of absence must exhaust available leave balances before using unpaid leave. Employees must use available sick/family sick leave balances, and then compensatory time off and personal leave balances, before using vacation balances.

e. Employees who coordinate SDI/PFL paid leave benefits with City payroll benefits will receive City retirement contributions, time off accruals, and other non-insurance benefits based on the City-paid portion of wage replacement only. For non-insurance benefits purposes, the SDI/PFL portion of wage replacement will be treated as unpaid leave.

f. Employees coordinating SDI/PFL benefits with City payroll benefits shall be eligible for continuation of City-paid insurance contributions under Article 19 (b) of this Agreement (Leave of Absence) only up to the date they would have received such benefits had they not coordinated SDI/PFL benefits.

29. PAYROLL

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

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

1. 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 he or she designates as the institution receiving payroll funds.

2. 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.

3. 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 he/she is 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.

4. Employees participating in direct deposit will be provided with a payroll detail report each pay period. Alternatively, employees may voluntarily opt out of a paper detail and access this information electronically via the City's computer system.

c. The parties agree that the City will continue deducting monies from payroll and remit same to Union when the Union provides a Certificate of Authorization and Indemnification in writing to the City, as described below.

Certification of Authorization - The Union shall certify in writing that it has and will maintain a signed written authorization from the employee. The Union is not required to provide a copy of the individual authorization to the City unless a dispute arises regarding the existence or terms of the authorization.

Indemnification - The Union shall indemnify, defend, and hold the City, its officers, and employees harmless against any claims, suits, liabilities, or judgments arising from the City's reliance on the Union's certification or on information provided by the Union concerning the authorization, cancellation, change, or revocation of payroll deductions.

When an employee is no longer in a position for which Union deductions are authorized, the City shall cease deductions unless and until the Union provides a written certification that a valid written

authorization exists for deductions from the employee in the employee's current position or bargaining unit, if such authorization is required by law and by the terms of the employee's written authorization.

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

e. The City shall provide to the Union, upon request, but no more than once per quarter, a list of bargaining unit employees whose dues have been deducted as per the last pay period.

30. PERSONAL LEAVE

a. Employees shall be entitled to the same number of personal leave days as the General Employees' Bargaining Unit agrees to.

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

c. City shall maintain minimal staffing on workday afternoon prior to New Years and Christmas holidays so that as many employees as possible may enjoy personal leave, vacation, or CTO at those times.

31. PROBATIONARY PERIOD

The probationary period required by Charter Section 1004 may be extended beyond one (1) year by signed mutual agreement of City and employee.

32. PROCESSING OF GRIEVANCES/DISPUTES

a. 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, and written policies related to personnel policies and working conditions. Grievances shall not include disagreements, disputes, or activities regarding or pertaining to examinations for employment or promotion, disciplinary action, performance evaluations, probationary terminations.

No act or activity which may be grievable may be considered for resolution unless a grievance is filed in accordance with the procedure contained herein within thirty (30) calendar days of the date the grievable activity occurred or the date the employee could reasonably have known such activity occurred.

b. The Union agrees that whenever investigation or processing of 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. At the City's discretion, time spent by City employees on the investigation and processing of grievances will be recorded on a form provided by management.

Stewards will be permitted reasonable time off with pay for the investigation and processing of grievances after first obtaining permission from his/her Department Head. Such permission will be granted promptly unless such absence would cause an undue interruption of work.

Upon entering a work location, the Steward shall inform the appropriate Department Head and supervisor of the nature of his/her business. An employee pursuing a grievance shall be granted permission to leave the job unless such absence would cause an undue interruption of work. If the employee cannot be made available, the representative will be immediately informed when the employee will be made available.

c. The Parties agree that all grievances will be processed in accordance with the following procedure.

Any employee who has a grievance shall first try to get it settled through discussion with his/her immediate supervisor without undue delay. Every effort shall be made to find an acceptable solution at the lowest

possible level of supervision. If after such discussion the employee does not believe the grievance has been satisfactorily resolved, he/she may file a formal appeal in writing to his/her Department Head within ten (10) calendar days after receiving the informal decision of his/her immediate supervisor.

The Department Head receiving the formal appeal shall render his/her written decision and comment to the employee within ten calendar days after receiving the appeal.

If after receipt of the written decision of the Department Head the employee is still dissatisfied, he/she may appeal the decision of the Department Head to the City Administrator. Such appeal shall be made by filing a written appeal to the City Administrator within five (5) working days after receipt of the written decision of the Department Head. The City Administrator shall review the decision of the Department Head, and his/her decision, which shall be rendered within twenty-five (25) working days after the appeal is made, shall be final. The City Administrator may request the advice of the Board of Civil Service Commissioners in any grievance proceeding, but he/she shall not be bound to follow any recommendation of the Board.

The time limitations for filing and responding to grievances may be waived or extended by mutual agreement of the parties. If either party to the grievance so requests, an informal hearing shall be conducted at the Department Head or City Administrator appeal levels. Employees may be represented by counsel or other person at any stage in the grievance process.

d. Grievances which are general in character and which involve interpretation or application of this MOU or City policies 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) calendar days.

An employee may appeal the response of the Assistant City Administrator. The employee's appeal and City Administrator's response shall be handled in accordance with the procedures in section "c" above.

e. Disputes or complaints regarding open competitive or promotional examinations for employment shall be processed in accordance with the policy adopted by the City Administrator. The City shall consult with the Union prior to adopting or amending such policy.

f. Disputes or complaints regarding performance appraisals shall first be discussed with the individual who made the appraisal. An employee dissatisfied with the appraiser's response may discuss his/her complaint with the individual at the next higher level of supervision whose decision shall be final. An employee may be represented by counsel or other individual during these discussions.

33. PROFESSIONAL REGISTRATION PAY

It is agreed that when the Department Head assigns any Supervising Engineer or Supervising Transportation Engineer to maintain the ability to assume responsible charge for sealing City design projects by using his/her California professional registration, that employee shall receive an additional 5.0% of his/her biweekly salary.

34. PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation, and understanding between management and the employees covered by this memorandum; to provide an orderly and equitable means of resolving any misunderstanding or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith meeting and conferring regarding the wages, hours, and other terms and conditions of employment covered by the memorandum.

35. RECOGNITION

a. Pursuant to the provisions of Section 3.12 of the Municipal Code of the City and applicable State law, the Service Employees' International Union, Local 620, Supervisor Employees' Bargaining Unit ("Union") is recognized as the majority representative of the City supervisory employees and as the exclusive bargaining agent for the employees in said Union.

b. The terms "supervisory employee(s)" or "employee(s)" as used herein shall refer only to full-time or regular part-time employees serving in classifications who occupy positions designated as supervisory and authorized by the City Council in the City's official list of authorized positions

Classifications may be added to or deleted from the supervisory employees bargaining unit in accordance with the provisions of this Agreement and the City's Employer/Employee Relations Ordinance.

36. RECRUITMENT

The names of nine (9) more eligibles (including tie scores) than the number of vacancies shall be certified to the appointing authority in alphabetical order for classified positions.

37. RENEWAL

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.

38. REPRESENTATION - UNION OFFICERS AND REPRESENTATIVES

a. The City and the Union agree that Union officers and representatives will be allowed to meet with City management during normal work hours on City time for the purpose of meeting and conferring in good faith and without loss of pay or any benefits.

b. The Union agrees to provide the City with a list of Union officers and employee representatives, with their job classifications, who are authorized to meet and confer in good faith. Union shall keep the list up to date.

c. The City agrees that authorized Union representatives shall be given access to work locations during working hours to conduct Union grievance investigations and/or observe working conditions. Such visits are to be made with the prior knowledge and approval of the Department Head and a management representative may accompany the Union staff member on the visit.

d. The Union shall provide the City with a list of representatives and shall update said list as appropriate. Union representatives shall have reasonable access to employee facilities for the purpose of communicating with members. Such access shall be scheduled in advance, and union representatives agree to comply with facility rules and regulations during their visits.

e. The City agrees that the Union may designate Stewards to represent employees in the processing of grievances. The Union shall furnish the City with a list identifying by name and work location all regular and alternate Stewards. Said list shall be kept current by the Union at all times.

f. Employees' membership in the Union is between the employees and the Union, subject to Union's own rules and regulations, such as Union's annual August "drop period" which Union has designated as

the month of August annually. City shall not have any involvement concerning an employee's membership in the Union. In the event City receives a request to cancel or change deductions for Union from an employee, City will direct such employee requests to cancel or change deductions for Union to the Union. Any disputes arising between employees and Union concerning Union membership, Union dues deductions, and/or this subsection of the MOU shall not be subject to the Grievance Process, as the City is not a party to such disputes.

39. RETIREE DENTAL INSURANCE

a. The City will provide information on available individual dental plans to any Union employee who retires. The premiums for any such dental plans shall be paid by the retiree.

b. At such time in the future that the General Employees' Unit bargains for and receives a dental insurance option for retirees, the City and the Union agree to meet and confer regarding a dental insurance option for Union Retirees.

40. RETIREE MEDICAL

a. This provision is applicable to employees who retire from City service on or after January 1, 2005 and

1. Have 10 or more years of classified or unclassified service; or

2. Retire from the City with an industrial disability.

b. The City shall contribute $12.00 per month, per year of service up to a maximum of 35 years (i.e., $420/month) towards the purchase of medical insurance for the retiree and his/her spouse or domestic partner registered with the City Clerk or the Secretary of State, if applicable.

c. 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 shall be provided to the City on a periodic basis, as reasonably determined by the City.

d. The City shall 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 shall cease when the retiree would have reached 65. Thereafter, the spouse or domestic partner may remain on the insurance plan, at his/her cost, subject to the conditions set forth by the insurance company.

e. If any Court decision with binding effect on the City of Santa Barbara rules that a retiree medical provision like the provision contained herein violates the State or Federal law against age discrimination, the parties agree that within 30 days they will reopen negotiations on said provision to convert to a retiree medical policy with equivalent cost that does not violate age discrimination law. The parties agree that whatever policy is agreed upon will not reduce or increase the City's contribution toward retiree medical insurance.

41. RETIREMENT

a. Miscellaneous Employees:

1. The City will provide miscellaneous employees the two and seven tenths percent (2.7%) at age fifty-five (55) benefit formula under the Public Employees' Retirement System (PERS), pursuant to Government Code 21354.5.

2. The City will contribute toward the PERS normal employee's contribution as detailed in section "3", below, and these contributions, if any, shall be credited to the member's account.

Employees designated as “Classic” employees by PERS will pay the 8% required employee contribution of the benefit enhancement to 2.7% at 55.

3. The following contract provisions shall apply to the PERS miscellaneous plan

i. The City will provide One-Year Final Compensation for Miscellaneous employees under PERS, pursuant to Government Code 20042.

ii. The PERS Miscellaneous contract shall provide for Military Service Credit as Public Service under Government Code Section 21024 and for Public Service Credit for Excluded or Limited Prior Service under Government Code Section 21031.

iii. The PERS Miscellaneous contract shall provide for Public Service Credit for Peace Corps or Americorps: Volunteers in Service to America (VISTA) pursuant to Government Code Section 21023.5,

iv. The City will provide the Fourth (4^{th}) Level of 1959 Survivor Benefits for Miscellaneous employees, pursuant to Government Code Section 21574.

b. Harbor Patrol Safety Employees:

1. The PERS contract shall provide local safety member status under the 3% at 50 benefit formula to employees regularly assigned as Harbor Patrol Officers pursuant to Government Code 20423.

2. The City will provide to Harbor Patrol Officers the additional PERS benefits of One-Year Highest Compensation, Increased Level of 1959 Survivor Benefits (Level Two), Post Retirement Survivor Benefits and Post Retirement Survivor Allowance to Continue After Remarriage, Military Service Credit as Public Service under Government Code Section 21024 and Public Service Credit for Excluded or Limited Prior Service under Government Code Section 21031.

<u>Employees will pay the full 9% member contribution.</u>

c. The City is authorized to amend its contract with PERS immediately, in order to be able to implement the incentives listed below:

Upon declaration of the Council of the City of Santa Barbara that the State of California's budgetary or fiscal impacts on the City's budget have caused grave fiscal conditions to exist that require prompt and immediate attention, the City may offer the following early retirement incentives to applicable employees:

1. Two years additional service credit in accordance with Government Code Section 20903; and/or

2. City payment of Military Service Credit as Public Service in accordance with Government Code Section 21024.

d. Notwithstanding the provisions above, 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 2% at 62 Miscellaneous retirement formula or the 2.7% at 57 Police Safety 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. 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. As provided under the law, some new City employees may qualify as "classic" employees by virtue of their prior government service.

42. RETROACTIVITY

An employee will be eligible for the increases to salaries and benefits provided under the Agreement on the dates specified for each increase if the employee is an active City employee and bargaining unit member on the date that the City Council ratifies this Agreement.

43. SAFETY EQUIPMENT

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.

City shall provide prescription safety glasses to those employees who wear prescription glasses and perform duties that require the use of safety glasses. Such employees shall provide the City with the lens specifications prescribed by the employee's doctor. The City will provide the initial pair of safety glasses based upon this prescription and shall replace same only upon a subsequent substantial change of prescription or evidence acceptable to the City that said prescription safety glasses are rendered unusable by accidental damage suffered while performing assigned duties.

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 amounts not to exceed the amounts established for general employees.

44. SALARIES

a. All employees will receive the following across-the-board base salary increases:

- Effective October 3, 2026, City shall provide a four percent (4%) across-the-board based salary increase;
- Effective the first full pay period after July 1, 2027, City shall provide a three percent (3%) across-the-board based salary increase;
- Effective the first full pay period after July 1, 2028, City shall provide a two percent (2%) across-the-board based salary increase;

b. All supervisory employees eligible for a merit increase shall receive a merit increase as outlined in Appendix C.

c. Employees shall receive at least a five percent (5%) salary increase upon promotion provided, however, that the City shall not be required to pay a salary in excess of the salary range authorized for the appropriate classification by the City Council in the official Position and Salary Control Resolution.

d. The City shall maintain Supervisory classifications fifteen percent (15%) above the highest paid subordinate classification salary, irrespective of whether such subordinate position is currently filled or vacant. For purposes of this subsection, "salary" shall only include base pay at the maximum of the range for the classifications. City shall review Supervisory Classifications in May of each fiscal year and provide the Union with a summary report of this review. If, during the fiscal year, a compaction situation is identified, the Union

shall inform City, and Human Resources shall review the classification(s) in question. The Union shall be entitled to make a request to the City pursuant to this subsection up to two (2) times during a fiscal year to address any salary compaction affecting its represented Supervisory classifications. The City will provide a determination on compaction to the Union within 30 calendar days of notification/request from the Union. Backpay for salary compaction adjustments for the affected Supervisory classifications will be effective from the date the City Council approved/adopted salary increases for the highest paid subordinate classification, which resulted in the salary compaction of the affected Supervisory classification. The disbursement of such backpay to the employees in the affected Supervisory classifications will be no later than 30 calendar days from the date of determination by the City of the Union's notification/request as referenced above. It is the responsibility of the Union to maintain and update accurate Supervisor-to-Subordinate reporting relationship information in the City payroll system.

e. The salaries of employees who are reclassified shall be set at a level determined by the City subject to the following: (1) in no case shall the salary of an employee who receives an upward reclassification be less than the employee's salary at the time of reclassification, and (2) in no case shall the salary of an employee reclassified downward be set below the level the employee was previously receiving in the higher classification.

f. Anniversary dates for newly hired employees shall be the first of the month if the employee was hired on or before the fifteenth of that month and the first day of the following month for those hired after the fifteenth. The probationary period shall begin on the first day of employment.

45. SERVICE CREDIT FOR SICK LEAVE UPON RETIREMENT

At the time of retirement, the City purchases an annuity for the retiring supervisor that pays a monthly benefit similar to the PERS amendment that provides service credit for sick leave under Government Code 20965.

The following conditions apply to this benefit:

a. In order to qualify for service credit for sick leave upon retirement, the retiring supervisor must have at least 500 sick leave hours;

b. The conversion rate of 0.004 years (which equals one day) of service credit for each 8 hours of sick leave is utilized;

Example:

A Miscellaneous employee retires at age 55 (2.7% benefit factor under the 2.7% at 55 formula) with an average monthly salary in the highest year of $4, 000. If the employee has 600 hours of sick leave:

600 hours of sick leave ÷ 8-hour day
= 75 days of sick leave x .004 years conversion rate
= 0.3 years of service credit.

0.3 years service credit x 0.027 (2.7% benefit factor) x $4,000 average monthly salary
= $32.40 per month annuity

c. The retiring supervisor may take the cash purchase value of the annuity in lieu of the monthly annuity;

d. Effective for retirement on or after July 1, 2016, the 90% cap calculation for conversion of accrued sick leave upon retirement for PERS safety employees will be removed.; and

e. If the City amends its PERS Miscellaneous or Police Safety contract to include service credit for sick leave upon retirement, miscellaneous or safety members, respectively, will be included in that PERS contract amendment and the annuity program will be discontinued for that group.

46. 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 consult over the invalidated provision.

47. SICK LEAVE

a. The City and the Union agree that the City's sick leave policy shall be that employees shall accrue sick leave at the rate of 3.7 hours for each full pay period of service with unlimited accumulation. Said sick leave accrual shall commence at the beginning of the employee's employment with the City.

b. The programs referred to as "Non-Replenishable" and "City Administrators" sick leave authorized by Municipal Code Sections 3.08.150(b) and 3.08.210, respectively, are eliminated.

c. If, during the term of this Agreement, City General employees are granted a sick leave buy back or conversion option, then the Union will have the opportunity to accept or reject a similar option.

d. An employee may use sick leave for a medical appointment when it is not possible to arrange such appointment during non-work time subject to the following conditions: (1) reasonable advance notice which in no event shall be less than 24 hours; and (2) subject to supervisory approval based on operational needs.

e. A full-time employee may use up to (48 hours) of available accrued sick leave per calendar year for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, a family member of the employee. “Family member” means any of the following: a spouse or registered domestic partner; a child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status); a parent (biological, adoptive, or foster parent, stepparent, or legal guardian) of an employee or the employee’s spouse or registered domestic partner; a person who stood in loco parentis when the employee was a minor child; a grandparent; a grandchild; or a sibling. Part-time employees may use the equivalent of six (6) months of sick leave accrual at their prorated accrual rate for such purposes. All rules for use of sick leave will apply, including those regarding physician statement requirements and use of sick leave for medical appointments.

48. STANDBY PAY

The City and the Union agree that effective during this Agreement, when an employee is officially designated by management to remain available to return to work at any time during specific hours outside of normal working hours, the employee shall receive two hours of straight-time pay or compensatory time off for each eight hours on standby or fraction thereof. To the extent feasible, the parties agree that standby shall be assigned on an equitable basis to all eligible employees.

The City and the Union agree that all employees will be on automatic standby duty during a state of emergency or civil defense disaster as declared by the President of the United States, the Governor of the State, the Mayor of the City, the City Council, or the City Administrator. Such automatic emergency standby shall be without compensation unless the City is reimbursed by the State or federal government for such an expenditure.

49. TERM OF AGREEMENT

The City and the Union agree that the term of this Agreement shall be thirty (30) months, commencing July 1, 2026 and ending December 31, 2028.

50. TRAINING

a. The parties recognize that training programs and the advancement of employees to positions of higher skill are matters of great importance and interest to the City, the Union, and the employees covered by this Agreement. However, the City shall retain the right to determine what training is required for the employee to improve his/her performance on the job and to make such training a condition of employment. Such training may include requests by Department Heads for additional training of current employees, subject to the approval of the City Administrator. The parties agree that employees will be trained in the use of fire prevention equipment and that a fire evacuation plan will be developed by each department for each major City facility and posted.

b. The City and the Union agree that all direct costs for all training or instruction required by the City shall be paid for by the City provided, however, that no overtime shall accrue to employees for travel time to or from any training program conducted on a non-City site.

c. Employees will be eligible to participate in the City-wide Educational Reimbursement Program. Effective July 1, 2010, employees will be eligible to apply for reimbursement under the "Master's Degree Reimbursement Program for Management Employees", subject to the same terms and limitations as management employees.

d. The Union shall appoint three members to serve on the Supervisory Training Advisory Committee. This Committee shall meet when necessary to recommend course content changes for supervisory training, or when management proposes substantial changes to course content. Management shall inform the Union of any proposed changes.

51. TRANSFER OF BARGAINING UNIT WORK

The Union reserves its right to demand that the City meet and confer over the impacts/effects on the wages, hours and other negotiable terms and conditions of employment of Airport Patrol staff related to a management decision to transfer all or some law enforcement functions at the Airport to Police Department staff in the Police Officers Association or Police Management Association.

52. UNIFORM MAINTENANCE ALLOWANCE

a. The City and the Union agree that employees required by the City to wear field uniforms shall have the full cost of the uniform maintenance paid for by the City. The City retains full and complete control over the administration of the uniform maintenance program. However, City shall provide field personnel with a minimum of seven (7) and a maximum of eleven (11) uniform changes based on the employee's request and the operational needs of the department.

b. Police, Airport and Harbor Patrol and Park Ranger supervisory personnel shall receive a bi-weekly cash uniform purchase and replacement allowance equal to the amount received by those supervised.

Employees shall be required to purchase and maintain the uniform in accordance with department standards.

53. UNION CONVENTION ATTENDANCE

It is agreed that not more than four (4) Union officers or delegates will be permitted to attend Union national or State conventions or Union-related training and skill development meetings once a year with up to three (3) days per year with pay. Attendance will be subject to approval of Department Head.

54. VACATION POLICY

a. It is agreed that vacation time earned may be taken as accrued subject to approval by the City and in accordance with the following schedule:

Length of Continuous Service	Vacation Entitlement
0 - 2 years	(96 hours) per year
3 - 5 years	(120 hours) per year
6 - 10 years	(176 hours) per year
11 - 15 years	(200 hours) per year
16 & over years	(224 hours) per year

Vacation periods shall be scheduled by management to provide adequate staffing. Such scheduling shall be subject to the needs of the City but shall take into account employee seniority and choice. Effective the first full pay period following the City Council's adoption of the MOU, no employee may accrue a vacation balance in excess of 500 hours.

The employee will submit an excess vacation accrual request and meet with his/her supervisor as soon as possible to schedule the use of the excess accrual. The proposed request shall be forwarded by the supervisor to the Department Head for review. If endorsed by the Department Head, the request shall be forwarded to the City Administrator for consideration of approval.

b. An employee who takes a minimum of 40 hours of accrued leave time (personal, vacation, or any combination) during a calendar year is eligible to receive a cashout of up to a maximum of 100 hours of vacation time for the same fiscal year. Vacation can only be cashed out in 10-hour increments, and the amount to be cashed out may not exceed the amount of vacation in the employee's vacation balance at the time of cashout. Employees eligible for vacation cashout shall follow vacation cashout procedures established by the City and subject to the following:

Once a Union member accrues 40 hours of vacation pay, the Union member may make a written election to cash out some or all of the vacation pay in July and/or December of the following calendar year the Union member will accrue in the following calendar year. Such election to cash out vacation pay must be made by the Union member on or before December 31st of the year prior to the Union member's payout date for the vacation pay being cashed out. Such election will be irrevocable once made. The payout date for the cashed-out vacation pay will be specified on the cashout election form, and must be a date by which the Union member will have accrued in such payout year vacation pay which equals or exceeds the amount of vacation pay which the Union member has elected to cash out.

55. VACATION/SICK LEAVE ADVANCED 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:

i. Vacation Accrual: At the discretion of the Human Resources Manager, the employee may 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.

ii. Sick bank: At the discretion of the Human Resources Manager, the employee may 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.

56. WORK SCHEDULE

a. The normal work week shall average forty (40) hours. There shall be at least two (2) consecutive days of rest observed after each work week subject to City needs for standby, call back, and overtime. The Department Head shall establish a "regular" schedule for each employee with a start and quit time. Such schedule shall not be changed without forty-eight (48) hours advance notice except in emergencies. City shall provide employees with reasonable "clean-up" time and employees shall be ready to begin work at start time. City agrees that work outside the regularly scheduled workday or work week shall be compensated in accordance with the overtime policy contained herein.

b. In no case shall an employee's work schedule be altered to avoid the payment of overtime earned as a result of call back after the employee's regular shift, workday, or work weekends.

57. WORKERS' COMPENSATION

a. The City and the Union agree that Municipal Code Section 3.08.220 shall be amended to provide that supervisory employees who sustain illness or injury arising out of and in the course of their City employment shall receive benefits equal to those mandated by the State of California plus the difference between State mandated benefits and the equivalent of eighty-five percent (85%) of the individual's gross (excluding O.T.) salary, if any, paid by the City for a maximum of ninety (90) working days.

b. This section shall apply to any absence due to "industrial" injury or illness which begins on or after July 1, 1979.

c. This section shall not be construed to grant employees the use of sick leave benefits in lieu of or to supplement workers' compensation benefits provided herein or by State law, except as follows:

An employee who returns from an accepted work-related injury or illness to regular duty or modified duty may attend follow-up medical appointments during work hours when it is not possible to arrange such appointments on non-work time. Reasonable advance notice must be given to the supervisor, which in no event shall be less than 24 hours. Release time is subject to supervisory approval based on operational needs.

Under these conditions, to account for the lost work time to attend physician, physical therapy, chiropractic, counseling and other physical and mental care appointments, the employee may:

1. Use accrued paid leave time (sick leave, vacation time, compensatory time, or personal leave); or

2. Use 'industrial leave without pay" if employee has no accrued paid leave time, or

3. If the employee has not reached a permanent and stationary status, the employee may elect to use "industrial leave without pay" if employee does not choose to use accrued paid leave (sick leave, vacation time, compensatory time, or personal leave). However, employees who have reached permanent and stationary status must exhaust available leave balances before being placed on leave without pay.

An employee who has not reached a permanent and stationary status and uses industrial leave without pay may be entitled to “wage loss” under workers’ compensation system depending on eligibility.

The City may make changes to its Personnel Policies including, but not limited to, the Santa Barbara Municipal Code to reflect the substance of this Agreement.

58. WORKING OUT OF CLASSIFICATION

a. Out of Classification Work

The City and the Union agree that it is the intent of departmental management, whenever possible, to avoid working an employee out of classification for a prolonged period of time.

It is further agreed that working an employee out of classification will occur only to meet the work requirements within the City. If out of classification work extends beyond ten (10) workdays, the employee shall be compensated at the rate of the higher classification while the out of classification work continues subject to the right of employee to waive this provision based upon personal career development.

For purposes of this article, an out of classification assignment is defined as the full-time performance of the significant duties of an authorized, funded, permanent, full-time position in one classification by an employee in a position in another classification. "Significant duties" shall be as defined on the appropriate class specification.

When an employee works out of classification continuously for fifteen (15) working days or more, the City shall place a letter in the employee's personnel file acknowledging the out of classification work.

b. Reclassification Requests

If an employee believes he/she is working out of classification on a regular ongoing basis, the employee may:

a. Request a reclassification from his/her manager in writing. The manager shall respond in writing within ten (10) working days of receipt of the request. The manager may recommend that a classification review be conducted by submitting a written request, approved by the Department Head, to Human Resources.

b. If the employee is not satisfied with the manager's response, he/she may submit a written reclassification request to his/her Department Head or designee within ten (10) working days of receiving his/her manager's written response. Within twenty (20) working days of receipt of the employee's written request, the Department Head or designee shall meet with the employee and issue a written response to the employee and the Human Resources Office.

c. If the Department Head's response so requests that a classification review be conducted, Human Resources shall conduct said classification review and shall issue its decision to the employee and the Department Head within forty-five (45) working days of receipt of the request. The decision to request, or not request, a classification review shall be at the Department Head’s sole discretion, however the decision will not be arbitrary or capricious.”

59. BULLETIN BOARDS

The City agrees to furnish space for Union-purchased bulletin boards of a reasonable size for posting of Union material. The specific locations of the bulletin boards shall be approved by the City.

60. JURY/WITNESS DUTY

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 regularly assigned work schedule, said jury duty shall be considered leave with pay without interruption of service on the condition that the employee pay to the City Treasurer all compensation he/she receives for the jury duty.

61. NO STRIKE OR LOCKOUT

The Parties agree that during the term of this MOU, the City will not lock-out employees; nor will the Union sanction, support, condone, approve, or engage in any strike, sick-in, slow-down, or work stoppage which is detrimental to providing services to the citizens of Santa Barbara.

62. EMPLOYEE ORIENTATION – UNION NOTICE

The City will provide the Union a list of attendees in the bargaining unit at a group New Employee Orientation meeting not less than two weeks prior to the orientation along with the date, location, and time for the Union's presentation. The City will provide a Union representative an opportunity during the orientation to provide information to bargaining unit members regarding the benefits and obligations of Union membership. Such presentation shall not exceed 15 minutes in duration.

APPENDIX A

CITY OF SANTA BARBARA

DRUG AND ALCOHOL TESTING POLICY

CITY OF SANTA BARBARA

DRUG AND ALCOHOL TESTING POLICY

This policy sets forth the rights and obligations of the covered employees. You should familiarize yourself with the provisions of this policy BECAUSE COMPLIANCE WITH THIS POLICY IS A CONDITION OF YOUR EMPLOYMENT.

If you are an employee covered by this policy, you should be aware that you are still required to comply with the provisions of the City's Drug and Alcohol Free Workplace Policy (ATTACHMENT A) that was adopted by the City Council on August 21, 1990. The obligations and requirements set forth below are in addition to existing obligations and requirements set forth in the Drug and Alcohol Free Workplace Policy.

A. EMPLOYEE QUESTIONS

Employees shall refer any questions regarding rights and obligations under this policy to Human Resources or to the Union.

B. COVERED EMPLOYEES

Employees in the supervisory job classifications that are not covered under the CITY OF SANTA BARBARA DRUG AND ALCOHOL TESTING POLICY PURSUANT TO DEPARTMENT OF TRANSPORTATION REGULATIONS

C. PROHIBITIONS

The following conduct is prohibited and may result in discipline, up to and including termination:

1. The use, possession, manufacture, dispensation or distribution of drugs and alcohol is prohibited:

    a. in the workplace;

    b. while on City time;

    c. in City vehicles or facilities except as defined in City’s facilities use policies;

    d. prior to coming to work, so that the employee’s performance is impaired.

2. Reporting for duty or remaining on duty while having an alcohol blood concentration level of 0.08 or greater.

3. Being on duty or operating a vehicle on duty while possessing alcohol.

4. Using alcohol while on duty.

5. Reporting for duty or remaining on duty when the employee used any controlled substances, except if the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to perform their job.

6. Reporting for duty or remaining on duty if the employee tests positive for controlled substances.

7. Refusing to submit to any alcohol or controlled substances test required by this Policy. A covered employee who refuses to submit to a required drug/alcohol test will be treated in the same manner as an employee who tested 0.08 or greater on an alcohol test or tested positively on a controlled substances test.

A refusal to submit to an alcohol or controlled substances test required by this Policy includes, but is not limited to:

a. A refusal to provide a urine sample for a drug test;

b. An inability to provide a urine sample without a valid medical explanation;

c. A refusal to complete and sign the breath alcohol testing form, or otherwise to cooperate with the testing process in a way that prevents the completion of the test;

d. An inability to provide breath or to provide an adequate amount of breath without a valid medical explanation;

e. Tampering with or attempting to adulterate the urine specimen or collection procedure;

f. Not reporting to the collection site in the time allotted by the supervisor or manager who directs the employee to be tested (the time allotted shall be reasonable. In most cases the City will provide transportation to and from the collection site.);

g. Leaving the scene of an accident without a valid reason as to why authorization from a supervisor or manager who shall determine whether to send the employee for a post-accident controlled substances and/or alcohol test was not obtained.

D. CIRCUMSTANCES UNDER WHICH DRUG AND ALCOHOL TESTING WILL BE IMPOSED ON COVERED EMPLOYEES.

1. Pre-Employment Testing

All applicants for City employment may be required to submit to pre-employment/pre-duty drug testing. This applies to initial appointment as a classified employee only, and not to promotion within the service.

Note: there is no pre-employment alcohol test.

2. Post-Accident Testing

Post-accident drug and alcohol testing will be conducted on employees following an accident.

Alcohol: Post-accident alcohol tests shall be administered within two hours following an accident and no test may be administered after eight hours.

Drug: A post-accident drug test shall be conducted within eight (8) hours following the accident.

An accident occurs when as a result of an incident involving a vehicle operated by a covered employee:

(1) any individual(s) receives an injury(s) requiring immediate hospital treatment ,or

(2) there is a recommendation by an on-scene paramedic or medical professional that individual(s) involved in the accident should see a physician for injury(s) arising out of the accident.

3. Return To Duty / Follow-up Testing:

A covered employee who has violated any of the prohibitions of this policy (See Section C) may be required to submit to a return to duty test before he/she may be returned to his/her position. The test result must indicate an alcohol concentration of less than 0.08 or a verified negative result on a controlled substances test.

E. EMPLOYEE RESPONSIBILITIES

An employee must notify his/her department head of all alcohol or criminal drug statute convictions no later than 5 days after such conviction**.**

An employees must notify his/her supervisor, before beginning work, when drugs (prescription or non-prescription) may interfere with the safe and effective performance of duties or operation of City equipment (See Attachment A, Article III, Section 3).

Any employee who thinks he/she may have an alcohol or drug use problem is urged to voluntarily seek free confidential assistance from the City's Employee Assistance Program (EAP) counselor. It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to job related performance problems.

F. MANAGERS' AND SUPERVISORS' RESPONSIBILITIES

1. Managers and supervisors are responsible for enforcement of this policy and will inform the Department Head and the Human Resources Manager of any violations.

2. Employees who may have a suspected alcohol or drug use problem should be encouraged to voluntarily seek confidential assistance from the City's Employee Assistance Program (EAP).

3. When an employee is involved in an accident, managers and supervisors shall prevent the employee from engaging in further work, remove the employee from the workplace, and then send the employee for a drug and/or alcohol tests within the timelines outlined in Section D. 2 above.

4. When it is suspected that an employee may have illegal drugs or is under the influence of illegal drugs, managers and supervisors may notify the appropriate law enforcement agency.

G. PROCEDURES TO BE USED FOR DETECTION OF DRUGS AND ALCOHOL

1. Alcohol Testing:

Alcohol testing will be conducted by using an evidential breath device (EBT) approved by the National Highway Traffic Safety Administration. (Non-EBT devices may be used for initial screening tests.)

A screening test will be conducted first. If the result is an alcohol concentration level of less than 0.02, the test is considered a negative test. If the alcohol concentration level is 0.02 or more, a second confirmation test will be conducted. A positive test for alcohol means a confirmed alcohol concentration of 0.08 or more.

The procedures that will be utilized by the collection and testing of the specimen shall be the same as those required under the City of Santa Barbara Drug and Alcohol Testing Policy Pursuant to Department of Transportation Regulations (49 CFR 40).

Appendix A

2. Drug Testing:

Drug testing will be conducted pursuant to the same requirements as those required by the City of Santa Barbara Drug and Alcohol Testing Policy Pursuant to Department of Transportation Regulations (49 CFR Part 40).

a. The urine specimen will be split into two (2) bottles labeled as: "primary" and "split" specimen. Both bottles will be sent to the lab;

b. A positive test means a test that is positive for controlled substances under the Federal D.O.T. Urine Specimen Testing Levels (Current levels ATTACHMENT B). If the urinalysis of the primary specimen tests positive for the presence of controlled substances, the employee has seventy-two (72) hours to request that the split specimen be analyzed by a different certified lab at the employee's cost;

c. The urine sample will be tested for the following: marijuana, cocaine, opiates, amphetamines, and phencyclidine;

d. If the test is positive for one or more of the drugs, a confirmation test will be performed using gas chromatography/mass spectrometry analysis;

e. All drug results will be reviewed and interpreted by a physician before they are reported to the employee and then to the City;

f. With all positive drug tests, the physician (a.k.a. Medical Review Officer) will first contact the employee to determine if there is an alternative medical explanation for the positive test result. If documentation is provided and the MRO determines that there was a legitimate medical use for the prohibited drug, the test result may be reported to the City as "negative."

3. Confidentiality:

The confidentiality of records shall be maintained in the same manner as set forth in the City of Santa Barbara Drug and Alcohol Testing Policy Pursuant to Department of Transportation Regulations.

H. CONSEQUENCES OF FAILING/REFUSING AN ALCOHOL AND/OR DRUG TEST:

FAILING A PRE-EMPLOYMENT DRUG TEST WILL BE GROUNDS FOR REJECTION FROM EMPLOYMENT.

UPON FAILING A POST-ACCIDENT ALCOHOL AND/OR DRUG TEST THE EMPLOYEE:

1. Will be removed from driving or operating any heavy or dangerous equipment.

2. May be disciplined up to termination. Failing/refusal to take a controlled substances/alcohol test may result in disciplinary action, up to and including termination.

3. May be allowed to sign a last chance agreement as an alternative to discipline which could require the employee to undergo treatment to cure his/her alcohol or drug abuse and be tested periodically. Generally, an employee who tests positive and has not been found to be using alcohol or drugs on-duty will be offered a last chance agreement. The City does not pay for this examination or any treatment. However, if the exam and/or treatment is covered by the employee's insurance policy, the employee may use the insurance policy to (help) pay for the covered expenses.

4. The employee may use accumulated vacation, personal leave, overtime or leave without pay while undergoing treatment/rehabilitation.

Appendix A

5. The employee may use sick leave only when participating in a medically supervised/approved residential rehabilitation program or during the first ninety (90) days of a medically supervised/approved outpatient rehabilitation program.

6. May not be returned to his/her position until the employee submits to a return-to-duty controlled substances and/or alcohol test (depending on which test the employee failed) which indicates an alcohol concentration level of less than 0.08 or a negative result on a controlled substances test;

7. May be required to submit to unannounced follow-up testing after he/she has been returned to his/her safety-sensitive position.

I. EMPLOYEE ASSISTANCE PROGRAM (EAP)

The City has established an Employee Assistance Program to help employees who need assistance with alcohol and controlled substance abuse. Employees are encouraged to contact the City's Benefits Office for the number of the current EAP provider.

RESOLUTION NO. 90-141

A RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA BARBARA, ADOPTING A DRUG AND ALCOHOL FREE WORKPLACE POLICY.

WHEREAS, The Federal Drug Free Workplace Act of 1988 requires the adoption of a drug free workplace policy, and

WHEREAS, the presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours jeopardizes the safety of employees, the public, and the efficiency of City operations; and

WHEREAS, the City wants to establish a drug and alcohol free workplace;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SANTA BARBARA:

That the attached Drug and Alcohol Free Workplace Policy be adopted.

Adopted August 21, 1990

8-17-90

CITY OF SANTA BARBARA

DRUG AND ALCOHOL FREE WORKPLACE POLICY

I. PURPOSE

The City of Santa Barbara, in its efforts to provide a drug and alcohol free environment, has adopted this Drug and Alcohol Free Workplace Policy. It is the purpose of this policy to eliminate alcohol and drug abuse by City Employees and its effects in the workplace. The presence of drugs and alcohol on the job and the influence of these substances on employees during working hours jeopardizes the safety of employees, the public, and the efficiency of City operations. It is the intent of the City, in adopting this policy, to meet the requirements of the Drug Free Workplace Act of 1988 (41 U.S.C. Section 701-707).

II. POLICY

In recognition of the duties entrusted to the employees of the City of Santa Barbara and with knowledge that drugs and alcohol hinder a person's ability to perform job related duties safely and effectively, the City of Santa Barbara adopts the following policy:

1. The use, possession, manufacture, dispensation or distribution of drugs and alcohol is prohibited:

    a. in the workplace;

    b. while on City time;

    c. in City vehicles or facilities except as defined in City's facilities use policies;

    d. prior to coming to work, so that the employee's performance is impaired.

2. The City is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as handicapped, under federal law.

3. The City has established a voluntary Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems (as well as for a variety of other personal problems). Employees may seek confidential assistance from the EAP counselor.

III. APPLICATION

1. This policy applies to all full time, part time and temporary employees, and to all applicants for positions with the City. This policy applies to alcohol and all substances, drugs or medications, legal or illegal, which impairs an employee's ability to effectively and safely perform his/her job duties.

2. A copy of this policy will be provided to all City employees.

3. A drug-free awareness program will be established to inform employees of the dangers and penalties of drug use in the workplace and of available counseling, rehabilitation and employee assistance programs.

4. Violations of the policy may result in disciplinary action being taken, up to and including termination, in addition to possible criminal penalties or refusal to hire an applicant.

IV. EMPLOYEES RESPONSIBILITIES

An employee:

1. Must not report to work, or be subject to scheduled duty while his/her ability to perform job duties is impaired due to on or off duty alcohol or drug use.

2. Must not use, possess, manufacture, dispense or distribute drugs or alcohol

   a. in the workplace;

   b. on City time;

   c. in City vehicles or facilities except as defined in City's facilities use policies;

d. prior to coming to work, so that the employee's performance is impaired.

3. Must notify his/her supervisor, before beginning work, when drugs (prescription or non-prescription) may interfere with the safe and effective performance of duties or operation of City equipment. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using prescribed drug, authorization from a qualified physician may be required.

4. Must notify his/her department head of any criminal drug or alcohol statute conviction, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. A safety employee must notify his/her department head of all alcohol or criminal drug statute convictions, no later than five (5) days after such conviction.

6. Who thinks he/she may have an alcohol or drug use problem is urged to voluntarily seek free confidential assistance from the City's Employee Assistance Program (EAP) counselor. It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to job related performance problems.

V. MANAGERS AND SUPERVISORS RESPONSIBILITIES AND GUIDELINES

1. Managers and supervisors are responsible for enforcement of this policy and will inform the Department Head and the Human Resources Manager of any violations.

2. Employees who may have a suspected alcohol or drug use problem should be encouraged to voluntarily seek confidential assistance from the City's Employee Assistance Program (EAP).

3. When it is suspected that an employee is under the influence of drugs or alcohol at the workplace, managers and supervisors shall prevent the employee from engaging in further work, remove the employee from the work place, consult with another manager or supervisor to confirm their suspicions, and then, take appropriate action. The

employee shall be informed that a Unit representative or shop steward could be notified, at the employee's request. Managers and supervisors may notify the appropriate law enforcement agency.

4. When it is suspected that an employee may have illegal drugs or is under the influence if illegal drugs, managers and supervisors shall notify the appropriate law enforcement agency.

5. For employees working on programs receiving federal grant money, the City shall:

a. notify the Federal contracting agency within ten (10) days after receiving notice of an employee's criminal drug statute conviction occurring in the workplace. (41 U.S.C. Section 701-717)

b. impose a sanction, or require the satisfactory participation in a drug abuse assistance or rehabilitation program for any employee who is convicted of a criminal drug statute violation occurring in the workplace. (41 U.S.C. Section 701-707)

Federal D.O.T. Urine Specimen Testing Levels
From 49 CFR Part 40 Subpart F

All cutoff concentrations are expressed in nanograms per milliliter (ng/mL). The table follows:

Type of Drug or Metabolite	Initial Test	Confirmation Test
(1) Marijuana metabolites (i) Delta-9-tetrahydrocannabinol-9-caroxylic acid (THC)	50	 15
(2) Cocaine metabolites (Benzoylecgonine)	300	150
(3) Phencyclidine (PCP)	25	25
(4) Amphetamines (i) Amphetamine (ii) Methamphetamine	1000	 500 500 Specimen must also contain amphetamine at a concentration of greater than or equal to 200 ng/mL.
(5) Opiate metabolites (i) Codeine (ii) Morphine (iii) 6acety1morphine	2000	 2000 2000 10 Test for 6-AM in the specimen. Conduct this test only when specimen contains morphine at a concentration greater than or equal to 2000 ng/mL.

CITY OF SANTA BARBARA ADMINISTRATIVE POLICIES: Policy No. TBA

9/80 WORK SCHEDULE POLICY

Issued by: Barbara Barker, Human Resources Manager	Adopted: 5/8/2007 Updated

PURPOSE:

To set forth the City of Santa Barbara's policy and procedures governing the establishment and administration of an alternate work schedule commonly referred to as "9/80's".

This policy is intended to complement the provisions of the City of Santa Barbara's "FlexWork Policy" and "Child Care Personnel Policies". However, in the event of a conflict between those provisions and this policy, this policy shall control for all purposes.

POLICY:

The 9/80 alternate work schedule may be the standard assigned schedule for a position or work unit, or may be granted, at the employee's request, as an alternative work schedule under the City's FlexWork Program or Childcare Personnel Policies (also called "Family Friendly Policies"). The guidelines set forth in this policy will apply to any employee working a 9/80 schedule.

DEFINITIONS:

1. 9/80 Alternate Work Schedule

The 9/80 alternate work schedule shall consist of eight (8) workdays of nine (9) hours and one workday of eight (8) hours for a total of eighty (80) hours during two (2) consecutive work weeks. For non-management employees, the eight (8) hour workday must be on the same day of the week as the employee's regular Flex Day Off (FDO). Under the 9/80 schedule, one calendar (e.g, Saturday-Friday) week shall consist of 44 work hours (four 9-hour days and one 8-hour day) and the alternating calendar week will consist of 36 work hours (four 9-hour days and one day off).

2. Flex Day Off

The Flex Day Off (FDO) shall be an eight (8) hour day and may occur on any day of the week. For non-management employees, the FDO must be the same day of the week as the employee's 8-hour workday that occurs in the preceding and subsequent work weeks (e.g. if the employee's regularly scheduled Flex Day Off is each alternate Friday, then the employee shall be scheduled to work eight hours the preceding and subsequent Fridays).

3. 9/80 FLSA Workweek

Under the Fair Labor Standards Act, the workweek is defined as "a fixed and regularly recurring period of seven consecutive 24-hour periods (168 hours)." When an employee is assigned to a 9/80 schedule, the 9/80 work week begins on the employee's 8 hour day,

at exactly four (4) hours after the scheduled start time and ends 168 hours later, at the same time on the same day during the following week. This results in 40 straight time hours per FLSA workweek, and 80 straight time hours per pay period.

4. City Pay Period

The City's pay period begins at 12:00 a.m. (midnight) on Saturday, and ends immediately before the same time on Friday two weeks later. This is different than the FLSA work period for an employee on a 9/80 schedule, whose FLSA workweek may span 2 pay periods.

5. Fair Labor Standards Act (FLSA)

The Fair Labor Standards Act is a Federal law that sets minimum wage, overtime pay, equal pay, recordkeeping, and child labor standards for employees that it covers.

6. Non-Exempt Employee

A non-exempt employee is an employee who, because of the type of duties performed, the usual level of decision making authority, and the method of compensation, is subject to the provisions of the Fair Labor Standards Act. Nonexempt employees are generally required to account for all hours worked and must be compensated at not less than time-and-one half at the regular rate for all hours worked over 40 in one FLSA workweek.

APPROVAL:

Scheduling of a 9/80 Work Schedule including the selection of the workdays, work times, and the FDO, shall be done by management based on business needs, subject to the requirements of the applicable M.O.U. and/or side letter governing the 9/80 Work Schedule.

The City and the Unit agree that under certain circumstances, alternative work schedules (9/80, 4/10, and/or modified starting or ending times) may be beneficial to both employees and the City. Employees may request, upon their own initiative, consideration of an alternate schedule and/or FDO based on childcare, alternative commute, school, or other personal issues through the FlexWork Policy or Childcare Personnel Policies.

CHANGES TO SCHEDULE LIMITED:

1. Changing the Flex Day Off

Once the FDO is designated, working on the FDO may incur overtime in one or more FLSA workweeks, therefore working on the FDO or making changes to the FDO requires management approval.

Temporary changes to the FLSA workweek and/or the FDO to avoid overtime are not permitted.

2. Working on the 8-Hour Day

Once the 9/80 schedule begins, working an alternate schedule on the 8-hour workday may incur overtime liability* in one or more FLSA workweeks. Therefore, altering an employee's schedule on the 8-hour day requires management approval. (*e.g., if an employee scheduled to work from 8-5 comes in 7-4 instead, one work week will incur 1 hour of overtime, and the employee will be short an hour in the next work week and need to use leave balances.)

HOLIDAYS, PERSONAL TIME OFF AND JURY DUTY:

1. Holidays

Employees on a 9/80 work schedule who are eligible for holiday pay will be entitled to the same Holiday pay as employees on a 10/80 (40-hour) work schedule. Holiday pay shall be compensated at the employee's regular work schedule.

When the holiday is observed on the employee's FDO, the employee will accrue an additional 8-hour holiday day off. If required under the applicable M.O.U., such day off shall be taken within thirty (30) calendar days or shall be compensated at straight pay after the 30th day.

2. Personal Leave and Bereavement Leave

Employees on a 9/80 work schedule who are eligible for personal and/or bereavement leave will be entitled to the same Personal Leave and/or Bereavement pay as employees on a 10/80 (40-hour) work schedule. Personal Leave and Bereavement pay are granted to full-time employees in amounts equivalent to 8-hour days (e.g., the employee will be eligible for a total of up to 32 hours of personal leave and up to 40 total hours of bereavement leave). Personal Leave and Bereavement pay are charged at nine (9) hours for time taken on a scheduled nine hour day and (8) hours for time taken on a scheduled eight-hour day.

3. Vacation, Sick, Compensatory Time, PTO, etc.

Time off from work using accrued vacation, sick, PTO, or other paid leave banks will be charged at nine (9) hours for time taken on a scheduled nine hour day. Time off from work on the eight (8) hour workday will be charged at eight (8) hours.

4. Jury Duty

An employee shall not be entitled to jury duty pay, or to overtime pay or compensatory time off for jury duty on the FDO. However, an employee on an absence exceeding one week for jury duty, military duty, etc. may request to temporarily switch back to a regular 10/80 schedule. The transition guidelines below will apply to approval of such request to transition to the 40-hour schedule (Section F2, below) or back from the 40-hour schedule (Section F1, below).

OVERTIME:

1. Overtime Earned

When an overtime-eligible employee is on a 9/80 work schedule, overtime for hours exceeding 40 in a workweek, both under the FLSA and as provided under any applicable M.O.U., will be based on the FLSA workweek. In other words, employees who are eligible for overtime shall receive overtime pay or compensatory time off for hours worked in excess of 36 or 44 hours in their respective scheduled (e.g., Sunday-Friday) calendar work week.

Employees may also be eligible for overtime or compensatory time for other hours in excess of the regular 9/80 work schedule, as provided under the applicable M.O.U.

2. Overtime Paid

The 9/80 FLSA workweeks will not generally correspond with the City's pay periods. Therefore, where adjustments to overtime compensation cannot be calculated until the completion of the employee's workweek (e.g., when they occur in the last half of the 8-hour day), a one pay period's delay in the employee receiving the additional compensation may occur.

TRANSITIONING TO OR FROM A 9/80 WORK SCHEDULE

When an employee transitions from a 10/80, 4/10, or other 40-hour per week work schedule to a 9/80 work schedule, there will be a change to the beginning of the FLSA work week. This results in a situation in which 4 hours fall in both the old work week and the new work week. The following procedures are designed to avoid an overtime obligation during this change. Any deviation from these procedures must be approved in advance by management.

1. Transitioning to a 9/80 Work Schedule

For a non-management employee, the transition to a 9/80 work schedule will be set to begin during a 36-hour calendar work week, when an FDO occurs. Four hours in the new FLSA work week will overlap with the prior 40-hour calendar work week, but because the following calendar week will contain 36 hours, this will result in 40 hours of straight time in the first new FLSA work week.

2. Transitioning to a normal 40-hour Work Schedule

For a non-management employee, the transition back to a normal 40-hour work week (e.g. “10/80” or “4/10”) from a 9/80 work schedule will be set to begin the week following a 36-hour calendar work week. This will result in 40 hours of straight time in both the prior FLSA 9/80 work week and the new regular FLSA calendar work week.

While this change will not lead to overtime, this will result in the employee working only 72 hours in the pay period in which the change occurs. Employees must use 4 hours from their available leave banks to make up this time not worked. [To avoid this result, management would need to approve the employee to work an additional 4 hours during that pay period, recognizing that those hours will be paid at the overtime rate.]

APPENDIX B : SUPERVISORY PERFORMANCE EVALUATION

1. Performance Evaluation Form: Beginning with the September 2009 evaluation process, supervisors will be evaluated using the Supervisory Evaluation Form, attached hereto as **"Attachment A"**.

2. Timing of Performance Evaluations:

   Performance evaluation is an on-going process throughout the year. However, there are some specific time frames for formal evaluation:

   A. All employees in the Supervisory Bargaining Unit are to have a formal performance evaluation completed by September 15 each year.

   B. For new or newly promoted supervisors:

      i. Within first three months on the job, employee shall receive and discuss a formal list of duties.

      ii. At six months the first formal evaluation shall take place.

      iii. At nine months any areas that need improvement shall be evaluated again. If no improvement has been made, serious consideration should be given at this time to the termination or demotion of the employee, if warranted.

3. Work Performance Objectives: Work Performance Objectives and Training and Employee Development Objectives shall be drafted cooperatively between the employee and his/her supervisor with the goals of personal growth and strengthening the supervisory skills of the employee, and increasing the productivity and effectiveness of the work unit.

4. Qualification for Merit Increase:

   A. Upon the recommendation of the department head, an employee who is not already at the top of the salary range for the employee's classification may qualify for a merit increase of 5%, not to exceed the maximum of the salary range for the employee's classification. Merit increases will be effective on the first day of the pay period following September 15th.

   B. In order to qualify for a merit increase of up to 5%, the employee must receive an overall rating of "Successful" or "Exceptional" on the annual performance evaluation.

   C. An employee receiving an overall rating of "Needs Improvement" will not be eligible for a merit increase.

   D. New or Newly Promoted Supervisors may qualify for a prorated merit increase.

      i. Employees in a position for six (6) months or more, but less than 12 months, as of September 15th will receive a prorated merit increase if they meet the qualifications for a merit increase. [Example: 9 months/12 months x 5% = 3.75% merit increase for 9 months service.]

      ii. Employees in a position less than six (6) months as of September 15th will receive a formal evaluation and may qualify for a merit increase at the subsequent September 15th review date. [Example: 15 months/12 months x 5% = 6.25% merit increase for 15 months service.]

      iii. An exception to the method outlined in B(ii) of this section will be made where an employee is appointed or promoted directly to the "D" (4th) salary step for the new classification. In this case, the supervisor in the new position less than six (6) months as of September 15th will receive an evaluation and be eligible for a merit increase (if the supervisor meets the qualification for merit increase standards) at the conclusion of one year in that position. That individual will not have to wait until the following September.

5. Exemplary Pay Plan

For the term of the Agreement the incentive program based on performance, attached hereto as **"Attachment B"**, is suspended. This program provided lump sum bonus payments based upon the employee's total performance score. The Unit reserves the right, however, to raise the issue of an Exemplary Pay Plan or other merit-based pay programs as part of future regular labor negotiations.

Appendix C
Attachment 1

Employee Classification: **Employee Classification**
Department: **Department**
Division: **Division**
Supervisor's Classification: **Supervisor's Classification**

RATING SCALE

The evaluator should assign each duty or responsibility a rating based on the following scale

- **Exceptional**: ***Used sparingly*** for special recognition of a breakthrough to a new higher level of accomplishment and/or unexpectedly superior performance on a special or emergency project or assignment.
- **Successful**: Employee ***meets and/or exceeds*** expectations and performance standards.
- **Needs Improvement**: Performance has been ***below the expected level*** and employee must correct identified deficiencies.
- **Unacceptable**: Employee has clearly demonstrated that the employee is ***unable or unwilling*** to perform successfully.

SECTION 1: SUPERVISION AND LEADERSHIP DUTIES

1. Selection of Employees

Regularly update job descriptions; cooperate in H.R. recruitment and examination processes; effectively interview candidates; make good hiring decisions; follow equal employment opportunity guidelines; ensure effective orientation of new hires.

Evaluator's Comments:
n/a

☐ **Exceptional Work** ☐ **Successful** ☐ **Needs Improvement** ☐ **Unacceptable** ☐ **N/A or Not Observed**

2. Employee Performance Management

Observe and document performance; provide frequent and candid coaching and counseling; write and deliver timely and meaningful performance evaluations; initiate appropriate disciplinary action.

Evaluator's Comments:
n/a

☐ **Exceptional Work** ☐ **Successful** ☐ **Needs Improvement** ☐ **Unacceptable** ☐ **N/A or Not Observed**

3. Planning and Distribution of Work

Analyze workload of the unit; organize and delegate work to obtain maximum efficiency; establish and maintain effective administrative procedures and records.

Evaluator's Comments:
n/a

☐ **Exceptional Work** ☐ **Successful** ☐ **Needs Improvement** ☐ **Unacceptable** ☐ **N/A or Not Observed**

4. Work Unit Performance
Set, communicate, track, and ensure the achievement of work group goals, including measures for productivity, quality, timeliness, accuracy, and customer service; support the City's P3 Performance Measurement Program.

Evaluator's Comments:
n/a

☐ **Exceptional Work** ☐ **Successful** ☐ **Needs Improvement** ☐ **Unacceptable** ☐ **N/A or Not Observed**

5. Leadership
Unify staff to pursue department and organizational goals; provide support and guidance to staff; resolve problems that arise in the course of the unit's work; encourage creativity and innovation; model appropriate behavior; accept accountability for work unit outcomes.

Evaluator's Comments:
n/a

☐ **Exceptional Work** ☐ **Successful** ☐ **Needs Improvement** ☐ **Unacceptable** ☐ **N/A or Not Observed**

6. Staff Development
Inform staff about changes in professional field; analyze staff training needs; provide opportunities for staff to attend required and optional training; identify and support the achievement of employees' long-term career goals.

Evaluator's Comments:
n/a

☐ **Exceptional Work** ☐ **Successful** ☐ **Needs Improvement** ☐ **Unacceptable** ☐ **N/A or Not Observed**

SECTION 2: OTHER DUTIES/ WORK OBJECTIVES

1. n/a
Type description here.

Evaluator's Comments:
n/a

☐ **Exceptional Work** ☐ **Successful** ☐ **Needs Improvement** ☐ **Unacceptable** ☐ **N/A or Not Observed**

SECTION 3: PROFESSIONALISM

Note: Check the appropriate rating in each of the categories for this evaluation period. "Evaluator Comments" are required for an evaluation rating of other than "Successful."

Section 3: Professionalism	Exceptional Work	Successful	Needs Improvement	Unacceptable	N/A or Not Observed	**Evaluator's Comments**
Interaction with Co-Workers *Demonstrates appropriate & professional behavior toward coworkers, even when there is a difference of opinion.*						
Teamwork *Demonstrates support of group objectives. Able to subordinate individual interests for the benefit of department and work group objectives.*						
Responsiveness to Management Appropriately communicates ideas & important information to management, follows instructions, accepts constructive criticism, respects management's decision-making role.						
Timeliness/ Thoroughness *Completes assigned work in a timely manner and pays attention to detail.*						
Judgment & Decision-Making *Can be relied upon to make rational, ethical, sensible decisions. Demonstrates honesty, integrity, & personal accountability.*						
Communication *Communicates effectively verbally & in writing within scope of responsibility.*						
Flexibility / Adaptability *Adjusts effectively to changes in priorities, circumstances, directions, and personalities.*						
Initiative *Initiates action and implements solutions within area of responsibility without direction from management.*						

SECTION 4: COMPLIANCE

Note: Check the appropriate rating in each of the categories for this evaluation period. "Evaluator Comments" are required for an evaluation rating of other than "Successful."

Section 4: Compliance	Exceptional Work	Successful	Needs Improvement	Unacceptable	N/A or Not Observed	Evaluator's Comments
Organizational Values *Demonstrates knowledge of and compliance with the City's organizational values. (See Employee Handbook)*						
Customer Service *Demonstrates knowledge of and compliance with the Customer Service Code of Conduct. (See Employee Handbook)*						
Training & Development *Attends required minimum LEAP training; demonstrates commitment toward personal & professional development*						Enter Hours of Training Attended >>> **0**
Attendance & Punctuality *Is available to work as scheduled; keeps unplanned absences and tardiness to a minimum (Evaluator: do not include protected absences).*						
Job Safety *Promotes safety awareness and compliance with workplace safety rules; ensures employee attendance at required safety training; thoroughly documents accidents and injuries; supports the department's efforts minimize accidents and injuries.*						
Workplace Policies *Complies with departmental and Citywide workplace policies including, but not limited to, the Non-discrimination and Harassment Policy, the Drug and Alcohol Free Workplace Policy, and Computer Use Policies.*						

SECTION 5: OTHER PERFORMANCE CONSIDERATIONS

Significant accomplishments, commendations received, barriers faced to meeting objectives, disciplinary action, and other considerations going into this evaluation.

Evaluator's Comments:
n/a

SECTION 6: GOALS FOR NEXT YEAR

A. Work Performance Objectives

Evaluator's Comments:
n/a

B. Training and Employee Development Objectives

Evaluator's Comments:
n/a

C. Schedule 6 month Check-in? (Optional)

☐ **No** ☐ **Yes** **Date:** **00/00/00**

SECTION 7: OVERALL PERFORMANCE RATING

In developing the overall rating for the past year, the Evaluator may consider factors such as the relative importance of each job responsibility to success, the amount of time the employee has been in the job, the amount of training he/she has had, the type and complexity of duties he/she has been assigned, and the pace and complexity of the work environment.

☐ **Exceptional**
Used sparingly, this overall rating is for special recognition of a breakthrough to a new higher level of accomplishment and/or unexpectedly superior performance on a special or emergency project or assignment.

☐ **Successful**
The employee's overall performance, during this review period ***meets and/or exceeds*** *expectations and performance standards. Performance is within the expected scope and is indicative of a competent employee in this classification. It is expected that employees who are performing both at and above expectations will receive this rating.*

☐ **Needs Improvement**
The employee's overall performance, during this review period, has been ***below the expected*** *level. The employee must take steps to correct identified deficiencies. For an overall rating of "Needs Improvement" or below, supervisor and employee should* ***develop a Performance Improvement Plan*** *("PIP") or other corrective plan.*

☐ **Unacceptable**
On an overall basis the employee has, during this review period, performed in a manner ***significantly below the level to be expected*** *considering the employee's previous experience, time in the classification and the employee's assigned duties and responsibilities. It appears to be reasonably certain that the employee is* ***unable (or unwilling)*** *to perform successfully.*

Evaluator's Comments about Overall Rating

n/a

Recommend STEP Increase? ☐ **Yes** ☐ **No** ☐ **Not Applicable (top of salary range)**

(Overall Rating must meet Successful or Exceptional Work rating)

Employee's Comments about Overall Rating

n/a

Signatures

Employee: _____ Date: _____

Evaluator: _____ Date: _____

Reviewer*: _____ _____

Department Head: _____ Date: _____

*Note: It is highly suggested that the Evaluator provide the evaluation to a Reviewer (e.g. the Evaluator's manager, Assistant Department Head, or Department Head) for feedback/review ***prior*** to the evaluation being provided to the employee.

Supervisory Performance Evaluation

EXEMPLARY PERFORMANCE PAY

Appendix C
Attachment 2

(PROGRAM CURRENTLY SUSPENDED- SEE ARTICLE 11)

Qualifications

Exemplary performance pay is available to supervisory employees who complete their annual work objectives during the evaluation period. To qualify for Exemplary Performance Pay a supervisor must:

- Have ten (10) points assigned in Section IV., Annual Work Objectives and complete to the satisfaction of the evaluator all Annual Work Objectives.

- Receive an overall score of eighty-five (85) points on the Supervisory Performance Evaluation.

- Employee must be in current supervisory classification position one full year, i.e., from the beginning of the pay period following September 15 of evaluation year and continuing through the full pay period following the next September 15.

Amount

Awards will be a percentage of the supervisor's current annual salary as defined in the chart listed below. Exemplary pay will be awarded in a lump sum payment to qualified individuals by October 22 each year.

85	Points	2.0%
86	Points	2.2%
87	Points	2.4%
88	Points	2.6%
89	Points	2.8%
90	Points	3.0%
91	Points	3.2%
92	Points	3.4%
93	Points	3.6%
94	Points	3.8%
95 - 100	Points	4.0% Maximum

APPEALS

Process

The following is recommended as the process for reviewing complaints regarding performance evaluations:

Complaints regarding a performance evaluation may be discussed with the next highest level of supervisor above the individual initiating the evaluation and taken to Department Head for final review.

APPENDIX D: FAMILY FRIENDLY PERSONNEL POLICIES

CITY OF SANTA BARBARA

FAMILY FRIENDLY PERSONNEL POLICIES

February 20, 1990

Note: A leave or reduced schedule approved under one of these policies runs concurrently with any applicable leave entitlements under the FMLA/CFRA Family and Medical Leave Policy.

CONTENTS

1. **Maternity Leave Policy**
2. **Parental Leave Policy**
3. **Flexible Leave Policy**
4. **Alternative Work Schedules**
5. **Job Sharing**
6. **Part-time Work**
7. **At-home Work**

1. MATERNITY LEAVE (medical leave)

The City of Santa Barbara is committed to providing time off from work, so far as possible, to employees during pregnancy and following childbirth.

Maternity leave requests, including both medical and non-medical components (see section on Parental leave for information regarding non-medical leave), must be submitted to the City Administrator via the Department Head at least 30 days in advance. The requirement for 30 days advance notice may be waived when warranted by unexpected medical circumstances. Pursuant to state law, maternity leaves for medical reasons will be granted for up to four (4) months and may be extended up to a maximum of one (1) year subject to the operational needs of the department as determined by the Department Head. All medical leaves must be verified by a doctor's certificate of disability.

When an employee is physically disabled from work due to pregnancy or following childbirth, the employee will obtain a doctor's certificate of disability indicating the dates when the employee will be physically unable to work. When physically disabled, the employee may use sick leave or other paid leave. An employee disabled due to pregnancy or childbirth may request an unpaid leave of absence for medical reasons once her sick leave and other paid leave balances total less than forty (40) hours. A doctor's note listing the dates of the disability must be submitted with the medical leave request. Any leave of absence greater than 7 days must be approved in advance by the City Administrator.

The City will coordinate an employee's use of State Disability Insurance (SDI) with City paid leave which allows employees on maternity leave and covered by SDI to extend the use of their paid leave time.

When an employee is on medical leave of absence due to pregnancy, the City will continue to pay the employer portion of the insurance for the first ninety (90) days of the medical leave of absence. Thereafter, an employee will have to pay both the employer and the employee portions of her insurance.

2. PARENTAL LEAVE (all employees, non-medical leave)

The City recognizes that after the birth or adoption of a child, it is important for a parent to be with his or her child. As a result, the City encourages Department Heads to accommodate requests for parental leaves to care for a newborn or newly adopted child.

Parental leaves shall be with pay if the employee has leave balances of vacation, personal leave, or compensatory time. An employee may request a parental leave of absence without pay when the employee's paid leave balances total less than forty (40) hours (see section on Maternity Leave for information regarding medical leave related to pregnancy and childbirth).

Parental leave requests must be submitted to the City Administrator via the Department Head at least 30 days in advance. When requested, parental leaves will be approved for a length of time sufficient to provide the employee a minimum of one (1) month absence from work. Any medical leave related to pregnancy and childbirth (maternity leave) will not be counted in the minimum one (1) month. The scheduling of parental leave is subject to the approval of both the City Administrator and Department Head based on the operational needs of the department. Extension of the parental leave of absence may be granted, subject to the approval of the City Administrator, via the Department Head. The total duration of the combined medical and parental leaves of absence cannot exceed one year.

Employees are encouraged to discuss their time off needs with their supervisors as early as possible. Employees are also encouraged to save their vacation, personal leave, and compensatory time for use during a parental leave. Temporary waivers of the minimum annual vacation use and maximum vacation accrual will be considered to assist prospective parents in building their leave banks.

While on parental leave of absence without pay, an employee will have to pay both the employer and employee portions of his or her insurance.

3. FLEXIBLE LEAVE POLICY (All Employees)

Employees may use accrued personal leave, vacation, comp time, to respond to emergency needs for spouse or dependent*, such as illness, child care or elder care. The employee shall notify his/her supervisor immediately of the nature of the emergency. Approval for leaves under this policy shall not be unreasonably withheld. Advance approval for spouse or dependent illness is not required.

* For purposes of this policy, a dependent is one who is a dependent pursuant to IRS regulations.

4. ALTERNATIVE WORK SCHEDULES (All employees)

The City believes that alternative work schedules are viable options to meet personal needs in areas such as child care and transportation where such schedules continue to meet the operational needs of the department.

Individual employees may request alternative work schedules which meet their personal needs and the operational requirements of the department. Alternative schedules may be different daily work hours or a different work week. Approval for reasonable alternative work schedules is subject to the operational needs of the department as determined by the Department Head. The continuation of such schedules shall be subject to Department Head review with reasonable input from affected employees.

5. JOB SHARING (All Employees)

The City recognizes that job-sharing may facilitate the balancing of employees' personal needs with their job responsibilities. As a result, the City encourages Department Heads to attempt to accommodate requests for job-sharing subject to the operational needs of the department as determined by the Department Head.

An employee may request that his/her full-time position be redefined as a job-sharing position to be filled by two permanent part-time employees. Requests for job sharing positions shall be submitted to the Department Head and require final approval by the City Administrator and City Council.

Job sharing positions may be discontinued at the discretion of the Department Head, with 30 days' notice to affected employees.

6. PART-TIME WORK (All employees)

An employee may request to work on a part-time basis. A request to work part-time for a limited duration is subject to the operational needs of the department as determined by the Department Head. The Department Head may grant part-time assignments of limited duration. Extensions of part-time assignments will be considered upon employee request.

All part-time assignments may be periodically reconsidered by the Department Head. If the Department Head determines additional hours are required in the position, the employee will be given thirty days' notice of the requirement to work increased hours.

Part-time assignments must be a minimum of 20 hours per week. Part-time regular employees receive fully paid insurance benefits and paid leave benefits prorated based on the number of hours worked.

To change an employee from full-time to part-time status requires a Personnel Action Form (PAF) and notification to the Personnel Office.

7. AT-HOME WORK (All employees)

With prior approval of the Department Head and review by Risk Management, an employee may request to work at home on a limited-term basis. All requests will be subject to the operational needs of the department

as determined by the Department Head. Increased City liability including safety and workers' compensation issues will be closely reviewed prior to granting at-home work requests.

Requests for work schedules which include working at home for part of the regular work week may be submitted to the Department Head. Authorization for such schedules for either a predetermined or indefinite length of time will be made based on the following criteria:

a) the operational needs of the department work site must be met adequately;

b) the job duties must be such that work can be accomplished at home;

c) proper equipment and supplies necessary to the job assignment can be provided at reasonable cost;

d) sufficient measures of productivity can be determined;

e) efficient and effective methods can be established for supervisory review of work assignments;

f) the employee can be contacted at home during predetermined work hours.

Plans for meeting each of these criteria should be submitted in writing to the Department Head for evaluation. Once approved, at-home work schedules are subject to periodic review and may be discontinued at the discretion of the Department Head, with fourteen (14) days' notice to the employee.

APPENDIX E
HOLIDAY CLOSURE PLAN
SUPERVISORS

STATEMENT OF PURPOSE:

Demand for City services traditionally drops dramatically during the week between the Christmas Holiday and the New Year's Day Holiday. As a productivity and cost-saving measure, the City of Santa Barbara may elect to close non-essential offices to the public around and including the period between the two holidays.

The City reserves the right to cancel the Holiday Closure, and/or to call some or all available employees back to work in the event of a crisis or emergency.

EFFECT ON EMPLOYEES:

Employees in operations that close for the holiday closure period will have several options for their normal workdays. They may:

1) **Take accrued paid leave.** Employees may use accrued leave from their vacation, personal leave, or compensatory time balances.

2) **Take voluntary leave without pay.** Employees prefer leave without pay for all or part of the time may have the portion of time they were on unpaid leave spread over the remaining pay periods paid in the fiscal year, beginning the first pay period in which the unpaid leave is taken. As with all unpaid leaves of absence, some benefits (such as paid time off and retirement contributions) will not accrue during the unpaid leave. However, the Holiday Closure will not affect monthly health, life or disability insurance premium contributions.

   Employees who opt to spread leave without pay over the remaining pay periods in the fiscal year, will be required to reimburse the City upon termination of employment if the full value of the time off has not been recouped.

3) **Work.** Employees are encouraged to take the time off. However, employees may choose to work one or more days during the Holiday Closure.

   Work assignments during the Holiday Closure period may or may not fall within the employee's normal job duties, hours, or location. If an employee does not intend to work all scheduled days during the Holiday Closure, the Department Head may choose which days the employee will work. Employees who wish to work during the Holiday Closure must advise their Manager no later than November 15th.

   In order to ensure adequate supervision of non-supervisory employees who choose to work, some supervisors may be required to work during the closure. However, management will make reasonable efforts to allow those supervisors who wish to take time off to be able to do so.

FINAL DRAFT 2026-2028 Supervisors MOU v7 CLEAN 10-16-26

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