

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF
SANTA BARBARA ADOPTING THE AMENDED 2018-2020
MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF SANTA BARBARA AND THE SANTA BARBARA
FIRE MANAGEMENT ASSOCIATION

THE CITY COUNCIL OF THE CITY OF SANTA BARBARA DOES ORDAIN AS
FOLLOWS:

SECTION 1. The Memorandum of Understanding between the City of Santa Barbara and the Santa Barbara Fire Management Association Effective July 1, 2020 and attached hereto and incorporated herein by reference as Exhibit "A" (hereinafter the "M.O.U.") is hereby adopted.

SECTION 2. During the term of the M.O.U., the City Administrator is hereby authorized to implement the terms of the M.O.U. without further action by the City Council, unless such further action is explicitly required by state or federal law. This authorization shall include, but not be limited to, the authority to implement employee salary increases and changes to the salary schedule(s) that were adopted with the annual budget.

**CITY OF SANTA BARBARA
AND
SANTA BARBARA FIRE MANAGEMENT ASSOCIATION
2018-2020 AMENDED MEMORANDUM OF UNDERSTANDING**

**AMENDED MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SANTA BARBARA
AND THE
SANTA BARBARA CITY FIRE MANAGERS ASSOCIATION**

THIS AGREEMENT IS ENTERED INTO AS OF _____, BETWEEN THE CITY OF SANTA BARBARA, HEREINAFTER REFERRED TO AS THE "CITY," AND THE SANTA BARBARA CITY FIRE MANAGERS ASSOCIATION, HEREINAFTER REFERRED TO AS THE "ASSOCIATION."

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 duly authorized representatives of the Association, having met and conferred in good faith concerning wages, hours, and terms and conditions of employment of Unit employees, declare their agreement to the provisions of this Memorandum of Understanding.

FOR THE CITY:

FOR THE ASSOCIATION:

Pamela Antil, Assistant City Administrator

Mike De Ponce, Fire Battalion Chief
President

Sam Ramirez
Administrative Analyst III

Jim McCoy, Fire Battalion Chief
Vice President

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1. Scope of Representation

A. The Association represents the following management job classifications:

Fire Battalion Chief
Fire Division Chief (Prevention)

B. "Shift personnel" as used in this Agreement refers to those managers in the above classifications assigned by the Fire Chief to a 56 hour per week shift schedule.

2. Base Salaries

A. Base salaries will be increased as follows:

<u>Effective Date</u>	<u>Increase</u>
July 7, 2018	3.5%
January 5, 2019	0.6%
July 6, 2019	1.0%

B. The City shall maintain Fire Management classification base salaries fifteen (15) percent above the highest paid subordinate. The City will review these classes as part of the annual budget process. Classifications less than 15% will be reconciled the first pay period after adoption of the annual budget.

3. Overtime

A. Overtime compensation for non-emergency situations is limited to when a member is assigned by the Fire Chief to backfill another employee's shift as the assigned Suppression Battalion Chief on that shift.

B. Overtime compensation will be accrued or paid to Fire Safety Management when assigned to emergency suppression or prevention duties.

C. Overtime shall be accrued or paid out at the rate of time and one-half the employee's regular rate of pay.

D. Overtime will not be accrued for performing administrative duties.

E. Overtime may be accrued in a bank of hours (compensatory time) not to exceed 48 hours. Any CTO granted in lieu of paid overtime will be credited at the overtime rate at which it is earned. If approved by the Fire Chief in advance, a manager may accrue up to an additional 48 hours of CTO to use to attend a scheduled fire-related training or class. If the manager does not attend the scheduled class, the Fire Chief may cause the excess CTO to be converted to a cash payment.

4. Cafeteria Plan Contribution

- A. Employees will receive a monthly contribution to the cafeteria plan for the purchase of health and welfare benefits and/or optional cash-out. The cafeteria plan contribution will be \$1,701.00 per month.
- B. Information about the benefits available and their cost will be distributed to all employees at the beginning of each benefit year (i.e. calendar year).
- C. The City retains full and complete control over the selection, approval and administration of the City's group insurance program.
- D. The benefits will be subject to the following rules:
 - 1. Benefit selections must be made prior to the beginning of each benefit year. Employee changes in benefit plan selections, such as adding or deleting coverage and/or dependents, may only be made in accordance with Section 125 of the Internal Revenue Code and City policy.
 - 2. All benefits selected from the cafeteria plan must be paid for in full from the maximum benefit provided except when the maximum is insufficient to cover all insurance coverage selected. In such cases, the premium amount not funded by the City-provided benefit will be paid through an employee deduction applied against the medical premiums.
 - 3. No unexpended dollar amounts associated with selected benefits may be disbursed to a terminating employee.
 - 4. All benefit selections are subject to State and Federal rules, regulations, and laws regarding employee benefits and tax status. No guarantee is made regarding the tax-exempt status of any and all benefits presented or selected.
 - 5. Employees will be eligible for benefits coverage and the monthly cafeteria plan contribution, on the first day of the month following their hire date.

5. Domestic Partnership Benefits

The cafeteria plan allowance can be used toward same sex and opposite sex domestic partner dependent coverage under the medical, dental, and vision plans, and any other plan where such coverage is allowed. In order to receive this benefit, domestic partners must be registered with the City Clerk's Office and/or the Secretary of State of California, and the employee must provide proof of registration. The affected employee(s) will be responsible for all tax consequences of this benefit.

Additionally, Domestic Partners who are registered with the City Clerk's Office and/or the Secretary of State of California are treated the same as spouses under all City policies related to employees' families.

6. Life Insurance

Life Insurance will be provided equal to an amount of one times annual salary. An equal amount will be provided for accidental death and dismemberment (ADD) coverage. This amount will not be counted against the cafeteria plan allowance.

7. Long Term Disability

Each employee will receive City-paid coverage under a long term disability insurance program. This amount will not be counted against the cafeteria plan allowance.

8. Short Term Disability

Employees will be eligible to participate in an optional Short-term Disability plan at their own cost.

9. Accident/Critical Illness Insurance

Employees will be eligible to participate in an optional Supplemental Accident and Critical Illness insurance plan at their own cost.

10. Tax-Qualified Expense Accounts

The City will continue to offer several tax-qualified arrangements to allow employees to set aside money to pay for eligible expenses on a pre-tax basis. These include:

- Medical Flexible Spending Account
- Dependent Care Account

11. Vacation

A. Members will be eligible to accrue vacation as follows:

Years Service	Days	Hours (Non-shift)	Hours (Shift Personnel)
0-2	15	120	180
3-5	20	160	240
6-7	25	200	300
8+	28	224	336

B. The maximum vacation accrual for non-shift employees will be 352 hours (44 days). For shift personnel, the maximum vacation accrual will be 528 hours (44 days x 12 hours/day).

C. A member whose vacation balances exceed the maximum accrual will not be eligible to accrue further vacation until such time as the manager has reduced his or her accrued leave balances through time off, catastrophic leave donation, or buy-back

("cash out"), to below the maximum accrual. There is no retroactive grant of vacation compensation for the period of time the vacation compensation was at the cap.

- D. The maximum vacation accrual may be waived if scheduled vacations are cancelled by the City for emergencies or cancelled by the manager due to the illness, injury, or personal emergency. The manager will submit to the City Administrator, via the Department Head, a memo requesting approval for the accrual beyond the maximum. The City Administrator may establish a deadline by which the manager must reduce the vacation accrual to at or below the maximum, or be subject to the accrual discontinuance provisions outlined herein.
- E. A manager, other than shift personnel, who has taken a minimum of eighty (80) hours of vacation and/or management leave in the payroll year may request to be paid in full for up to 120 hours of accrued vacation in any one payroll year during the vacation cash-out period established by the City. Shift personnel may request vacation cash-out only if they take a minimum of one hundred twenty (120) hours of vacation in the payroll year and they may request to be paid in full for up to 168 hours of accrued vacation in any one payroll year during the vacation buy-back period established by the City.

12. Vacation & Sick Leave Advanced Credit Upon Hire

- A. 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.
- B. 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.

13. Holidays and Personal Leave

- A. Members on a regular 40 hour shift will be eligible for legal holidays and personal leave under the same terms as other Group II Managers under the citywide Management Performance and Compensation Plan.
- B. Each employee will have the option to receive holiday compensation earned during the payroll year in time off or as cash at the end of the payroll year in time off, or any combination thereof. Holiday cash-out will be at the straight time rate of pay at the same time and in the same manner as the vacation cash-out process. The City will report as compensation earnable the annual cash out for those employees who are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays to CalPERS. However, reporting as compensation earnable of such compensation to CalPERS, will be in the periods that the credit is earned. Treatment of holiday cash-out as compensation earnable will be determined by CalPERS on a case-by-case basis, subject to the limitations imposed by law, including but not limited to California Code of Regulation section 571(a). An employee who does not cash-out holiday pay accrued during the year must bid to take the time off in the next year, and will not later be eligible to cash-out this time in lieu of taking time off.
- C. Managers in a 40-hour shift assignment on July 1 will be eligible for an award of 40 hours of Management Leave each fiscal year. Managers in a 56 hour shift assignment on July 1 will be eligible for an award of 48 hours of Management Leave each fiscal year. This leave must be used within the fiscal year awarded. Management leave shall otherwise be subject to the same terms as management leave awarded to other Group II Managers under the citywide Management Performance and Compensation Plan, including a prorated award of leave.
- D. Shift personnel will accrue holidays and personal leave days at the combined rate of one twelve (12) hour day per month.
- E. If an employee's accrued holiday bank exceeds 156 hours, the City shall have the option either to require the employee to take the excess holiday time off or to pay the employee for the excess hours at straight time. The option of time off or pay in lieu of holiday hours shall be at the sole discretion of the City.

Employees who were bargaining unit members on the date of ratification of the 2012-2015 Agreement shall not be subject to the holiday accrual cap. The maximum holiday accrual for these employees will be the number of hours that they had in their respective banks effective the end of the first full pay period after ratification.

- F. Discretionary Management Leave: Though administrative overtime is uncompensated, the Fire Chief may grant paid management leave to any manager during the year, at his or her sole discretion, in recognition of extraordinary uncompensated overtime. Such discretionary management leave shall be in addition to annual management leave otherwise provided in this Agreement, and subject to the same terms as discretionary management leave awarded to other Group II Managers under the citywide Management Performance and Compensation Plan.

14. Sick Leave

Non-shift members are eligible for regular sick leave accrual on the same basis as other Group II Managers under the citywide Management Performance and Compensation Plan.

For shift personnel, regular days of sick leave will accrue at 12 hours per month.

All employees shall be subject to a maximum regular sick leave accrual, not including non-replenishable sick leave Under Article 15 of this Agreement, of 2160 hours.

15. Non-Replenishable Sick Leave

- A. After five (5) years of continuous service, a non-shift employee may accumulate additional “non-replenishable” sick leave at the rate of sixteen (16) hours at full salary for each additional year of continuous service. The maximum accumulation is two hundred and forty (240) hours and is not replenishable.
- B. For shift personnel, after five (5) years of continuous service, an employee may accumulate additional “non-replenishable” sick leave at the rate of twenty four (24) hours at full salary for each additional year of continuous service. The maximum accumulation is three hundred and sixty (360) hours and is not replenishable.
- C. Non-replenishable sick leave hours may only be used after the employee’s entire regular sick leave bank is exhausted.

16. Catastrophic Leave

Employees will be eligible to donate vacation time to the applicable leave banks of full-time and part-time employees who are incapacitated due to a catastrophic illness or injury or who must care for a spouse or child who has a catastrophic illness or injury under the same terms and conditions as other Group II Managers.

17. Leaves of Absence

- A. Employees may request a medical leave of absence of up to one year under the City’s FMLA/CFRA Family Medical Leave Policy, the Leave without Pay (Medical Reasons) Policy, the Maternity Leave Policy, and/or the Parental Leave Policy.

- B. The City Administrator may grant an extra leave of absence, in addition to that provided under the various sick leave policies to an employee who has been continuously employed by the City for five (5) years or more. When all sick leave has been exhausted, the employee can make a request, in writing, for extra leave and attach a report from his/her medical doctor stating the extent of the illness and the approximate time required for recovery. If approved the request shall be based on the following schedule:

Service in Years (active & continuous)	Maximum # of Months of Extra Leave Allowable
5- 10	3
10-15	6 (including the 3 above)
15-20	9 (including the 6 above)
20 +	12 (including the 9 above)

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

- C. Non-Medical Leave: Employees may also request a personal leave of absence of up to one year for non-medical reasons under the City’s Leave of Absence Without Pay (Non-medical reasons) Policy. A sabbatical may constitute a reason for a leave of absence. An approved leave of absence without pay will not constitute a break in continuous service.

18. Bereavement

In case of death of a member of an employee's immediate family, a 40-hour employee shall be granted three (3) working days (24 hours) with pay, up to a maximum of five (5) days (40 hours), subject to the approval of the Department Head.

Employees of the Fire Department assigned to shift work shall be granted leave not to exceed two (2) shifts (48 hours) off with pay.

Immediate family is defined as mother, father, brother, sister, spouse, registered domestic partner, child, grandparents by blood or marriage, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchildren by blood or marriage, step family members, or person standing in loco parentis. “In-law” and “step” relationships shall include the immediate family of a registered domestic partner on the same basis as that of a spouse.

The intent of bereavement leave is to provide employees with adequate time to be with their immediate family during a period of anguish, whether it be at the time of death, preparation of funeral arrangements, and/or to attend a funeral.

Responsibility for proper administration of this section shall rest with the Fire Chief.

19. PERS Retirement

- A. Classic Employees (defined as employees who are not “new” members as defined by California Public Employees’ Pension Reform Act of 2013) will be covered under the Fire Safety contract under the Public Employees’ Retirement System (PERS) with a 3% at age 50 benefit formula.
- B. Classic Employees shall contribute toward PERS Retirement as follows:
 - 1. Employees will pay the entire member contribution equal to 9% of pensionable income.
 - 2. Effective July 7, 2018, employees will pay an additional 4% to CalPERS as cost-sharing under Government Code section 20516 (f), the “MOU Method”, of cost-sharing. This amount will be in addition to the 9% member contribution, for a total employee contribution of 13%.
 - 3. To the extent allowable by CalPERS, and consistent with the results of any required member election, these contributions will be tax-deferred and credited to the member account through the 20516 (a) “Amendment Method” of cost-sharing. The City agrees to use reasonable haste to determine the eligibility of the cost-share under the amendment method, and to conduct any administrative processes necessary to achieve such amendment.
- C. Notwithstanding Sections A through C, above, effective January 1, 2013, new members as defined by California Public Employees’ Pension Reform Act of 2013 (hereinafter “PEPRA”) will be covered under the 2.7% at 57 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 PEPRA. Effective January 1, 2013, new employees and/or members as defined by PEPRA shall contribute half the normal cost for benefits, as defined by PEPRA; the City will not pay any portion of these employees’ required contributions.
- D. Employees will also have the option, at their own expense, to receive PERS service credit for any military service time or other service time eligible for service credit purchase under the PERS Fire Safety plan.
- E. At the time of retirement, the City shall calculate the amount of an annuity for sick leave for the retiring employee similar to the PERS amendment that provides service credit for sick leave under Government Code 20965. The following conditions apply to this benefit:
 - 1. In order to qualify, for payout of sick leave upon retirement, the retiring employee must have at leave thirty (30) years of service and at least 500 sick leave hours;
 - 2. The conversion rate of 0.004 (1 day) of service credit for each 8-hour day of sick leave is utilized.

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

20. Deferred Compensation

In addition to the City's retirement plans, employees may elect to participate in a tax-qualified Section 457 government defined contribution retirement program.

21. Retiree Medical Insurance Contribution

- A. This provision is applicable to employees who retire from City service and
 1. Have 10 or more years of classified or unclassified service; or
 2. Retire from the City with an industrial disability retirement.
- B. The City will contribute \$12.00 per month, per year of service, toward the purchase of retiree medical insurance, up to a maximum of 35 years (i.e. \$420.00 per month).
- 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 will be provided to the City on a periodic basis, as reasonably determined by the City.
- D. The City will continue to make its contribution until the retiree reaches age 65 or dies, whichever occurs first, provided however, that if the retiree dies before reaching the age of 65 and there is a surviving spouse or registered domestic partner, the City's contribution will cease when the retiree would have reached 65. Thereafter, the spouse may remain on the insurance plan, at his/her cost, subject to the conditions set forth by the insurance company.

22. Uniform Allowance

Members will receive an annual uniform allowance equal to the amount established for a Firefighter per the Fire Unit evaluation in effect at the time.

23. Educational Reimbursement Programs

Employees will be eligible for benefits under the Citywide Educational Reimbursement Policy and the Management Master's Degree Program on the same basis as the City's unrepresented managers.

24. Meal Contribution

Employees are required by the City as a condition of employment to contribute financially to meals in the Fire Station at a charge equal to the value of the meal, irrespective of whether the employee chooses to eat the meal. Employees shall be solely responsible

for any financial or tax liability regarding this provision. Accordingly, the City shall be held harmless from any such liability. The City also shall not be responsible for maintaining any records or providing administration regarding this provision.

25. City Rights

- A. The City shall retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law, except to the extent such authority is explicitly waived by the express terms of this agreement.
- B. The City's rights shall include the right to determine the level of, and the manner in which, the City's activities are conducted, managed, and administered. The Association recognizes the exclusive right of the City to establish and maintain rules and procedures for the administration of its departments. Such rights include, but are not limited to, the exclusive right to: determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of economic reasons or for cause as provided in Section 1007 of the City Charter; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.
- C. The Association recognizes that the City Administrator retains, whether exercised or not, exclusive management decision-making authority over matters within the rights of the City.

26. Term, Waiver, and Severability

- A. The term of this agreement shall be twelve (12) months commencing July 1, 2020 and ending at midnight on June 30, 2021. The term of this agreement may be extended by mutual agreement.
- B. The Association and the City each acknowledges that it had the unlimited right to bargain with regard to issues within the scope of representation. For the term of this Agreement, unless otherwise provided in this Agreement, neither the Association nor the City shall be further obligated to meet and confer. All terms and conditions of employment within the Association's scope of representation not covered by this agreement shall continue to remain in full force and effect.
- C. If any provision of this Agreement is declared by judicial authority to be unlawful, unenforceable, or not in accordance with applicable provisions of state, federal or local laws or regulations, such part of the provision will be suspended and

superseded by the applicable law or regulation and the remainder of this Agreement shall remain in full force and effect for the duration of this Agreement.

- D. In the event the City of Santa Barbara receives any unrestricted State or Federal funding related to the loss of revenue and the economic impact of Covid-19 during Fiscal Year 2021, the parties shall meet and confer over the termination of this side letter and its effects.