

2011 TERMS AND CONDITIONS OF EMPLOYMENT FOR UNIT REPRESENTED BY THE SANTA MARIA POLICE OFFICERS' ASSOCIATION

TABLE OF CONTENTS

| | | |
|-----------|--|-----------|
| 1. | DEFINITIONS | 1 |
| | Sec. 1-01. Definitions (See City Code Sec. 2-20.01) | 1 |
| 2. | RECOGNITION AND IMPLEMENTATION..... | 2 |
| | Sec. 2-01. Recognition..... | 2 |
| | Sec. 2-02. Implementation | 2 |
| | Sec. 2-03. Term..... | 2 |
| | Sec. 2-04. Meet and Confer Representatives | 2 |
| 3. | COMPENSATION, WORK HOURS AND LEAVES | 3 |
| | Sec. 3-01. Salaries..... | 3 |
| | Sec. 3-02. Salary and Benefit Survey Procedures | 3 |
| | Sec. 3-03. Equity Adjustments | 3 |
| | Sec. 3-09. Special Salary Provisions | 4 |
| | Sec. 3-10. Unauthorized Absence - Automatic Termination..... | 5 |
| | Sec. 3-11. Overtime (See City Code Sec. 2-20.17 and CAM 76-7)..... | 5 |
| | Sec. 3-12. Emergency Work Response | 7 |
| | Sec. 3-13. Holidays (See City Code Sec. 2-20.20 and CAM 78-2) | 7 |
| | Sec. 3-14. Closing of City Offices..... | 8 |
| | Sec. 3-15. Work Schedules..... | 8 |
| | Sec. 3-16. Move Up Pay (See CAM 77-3) | 8 |
| | Sec. 3-17. Educational Incentive Pay (See CAM 76-4)..... | 8 |
| | Sec. 3-18. Payroll Step Plan (See City Code Sec. 2-20.06 & CAM 72-3and CAM 72-6) | 9 |
| | Sec. 3-19. "Y" Rate | 9 |
| | Sec. 3-20. Payroll and Pay Period | 9 |
| | Sec. 3-21. Probationary Period | 9 |
| | Sec. 3-22. Hours of Work..... | 9 |
| | Sec. 3-24. Residency Requirements (See CAM 72-2) | 11 |
| | Sec. 3-25. Standby Pay | 11 |
| | Sec. 3-26. Tuition Reimbursement..... | 11 |
| | Sec. 3-27. Mandatory Time Off (MTO) Program..... | 11 |
| | Sec. 3-30. Vacations (See City Code Sec. 2-20.19 and CAM 71-5) | 13 |
| | Sec. 3-31. Sick Leave (See City Code Sec. 2-20.21)..... | 13 |
| 4. | RETIREMENT..... | 15 |
| | Sec. 4-01. P.E.R.S..... | 15 |
| | Sec. 4-02. Deferred Income..... | 15 |
| | Sec. 4-03. CalPERS EPMC Re-Opener..... | 16 |
| 5. | INSURANCE..... | 17 |
| | Sec. 5-01. General Eligibility | 17 |
| | Sec. 5-02. Disability Insurance..... | 17 |
| | Sec. 5-03. Health Insurance..... | 17 |
| | Sec. 5-04. Life Insurance | 18 |
| | Sec. 5-05. Dental Insurance..... | 18 |
| | Sec. 5-06. Optical Insurance | 18 |

| | | |
|-----------|---|-----------|
| | Sec. 5-07. Post Employment Health Plan | 18 |
| 6. | UNIFORMS AND EQUIPMENT | 19 |
| | Sec. 6-01. Uniform Allowance | 19 |
| | Sec. 6-02. Uniforms Personal Property/Equipment Damaged..... | 20 |
| | Sec. 6-03. Safety Equipment | 20 |
| | Sec. 6-04. Vehicle Replacement | 21 |
| | Sec. 6-05. Uniform Patches and Badges | 21 |
| 7. | SPECIAL PROVISIONS | 22 |
| | Sec. 7-01. Slow Down, Work Stoppage or Strike | 22 |
| | Sec. 7-02. Association Business | 22 |
| | Sec. 7-03. Range Qualification..... | 22 |
| | Sec. 7-04. Representation | 22 |
| | Sec. 7-05. Safety (See CAM 83-1)..... | 23 |
| | Sec. 7-06. Grievances..... | 23 |
| | Sec. 7-07. Management Rights and Responsibilities | 24 |
| | Sec. 7-08. Changing Employee Representation Groups..... | 25 |
| | Sec. 7-09. Layoff Procedure (See CAM 79-2 & MOU 1-1-79)..... | 26 |
| | Sec. 7-10. Counseling Program | 29 |
| | Sec. 7-11 Special Provisions | 30 |
| | Sec. 7-12. Prior and Existing Conditions | 30 |
| | Sec. 7-13. Pre-Emptive Laws..... | 30 |
| | Sec. 7-14. Americans with Disabilities Act (ADA)..... | 31 |
| | Sec. 7-15. Disciplinary Appeal Procedure | 31 |
| | Attachment A: Side Letter of Agreement | 32 |
| | Exhibit 1: General Order | 33 |

1. DEFINITIONS

Sec. 1-01. Definitions (See City Code Sec. 2-20.01)

As used in this document, the following terms shall have the meaning indicated:

- A. CITY -- means the City of Santa Maria, a municipal corporation, and where appropriate herein, according to the content, "City" refers to the City Council, the governing body of said city.
- B. CITY MANAGER -- means the City Manager of the City of Santa Maria or his designated representative.
- C. COUNCIL -- means the City Council, the governing body of the City of Santa Maria.
- D. EMPLOYEE -- means all full-time City of Santa Maria personnel except non-represented employees and those covered by the miscellaneous, fire or management areas, all of which are identified in the City's resolution regarding employer-employee relations.
(MOU 12-24-05)
- E. EMPLOYEES' UNION -- means the Santa Maria Police Officers' Association (SMPOA).
- F. GRIEVANCE – except as otherwise excluded, a “grievance” is a written allegation by an employee, claiming violation(s) of the specific express terms of the MOU or written rule or regulation for which there is no other specific method of review provided by City law.
- G. GRIEVANT – a grievant is an employee or group of employees adversely affected by an act or omission of the employer or the association.
- H. MANAGEMENT -- means the City Manager and/or his Assistants and the Department Heads of the City of Santa Maria.
- I. MANAGEMENT PERSONNEL -- see Sec. 7-4 of this document.
- J. MANAGEMENT REPRESENTATIVES -- means the City Manager of the City of Santa Maria and/or those to whom he has delegated the duties and responsibilities set forth in the City Council's resolution regarding employer-employee relations.
- K. MEMORANDUM -- means the currently effective provisions of any Memorandum of Understanding made and entered into by and between the City of Santa Maria and the majority representative of all City personnel except those covered by the miscellaneous, fire or management areas, all of which are identified in the City's resolution regarding employer-employee relations.

2. RECOGNITION AND IMPLEMENTATION

Sec. 2-01. Recognition

Pursuant to the provisions of the City's Employer-Employee Relations Resolution, the Santa Maria Police Officers' Association has been found to be, and is recognized as, a majority representative of all sworn police officers (not covered by a management unit), police services technicians, police trainees, identification technicians, assistant identification technicians, dispatchers, and the senior dispatchers.

(MOU 4-21-09)

Sec. 2-02. Implementation

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the Council. It is agreed that this Memorandum shall not be binding upon the parties either in whole or in part, unless and until the Council:

- A. Acts, by majority vote, formally to approve the Memorandum; and
- B. Enacts amendments to all City ordinances required to implement the provisions set forth.

Sec. 2-03. Term

Sec. 2-04. Meet and Confer Representatives

The Santa Maria Police Officers' Association agrees to meet and confer with the designated representative of the City Council only, and the City Council's representative agrees to meet and confer with the Santa Maria Police Officers' Association designated representative only.

(MOU 1-1-74)

3. COMPENSATION, WORK HOURS AND LEAVES

ARTICLE I. SALARIES AND SALARY ADJUSTMENTS

Sec. 3-01. Salaries

Effective the payroll period commencing December 20, 2008, a base salary increase of 2.86 percent for sworn employees and 1.86 percent for non-sworn employees will be given to those unit members in the employ of the City on the date of Council approval of the MOU.

(MOU 4-21-09)

Sec. 3-02. Salary and Benefit Survey Procedures

It is understood and agreed that the City shall bench mark, for salary survey purposes, the position of police officer to the position of police officer, deputy sheriff, or highway patrol officer in the surveyed agencies. It is further understood and agreed that the City shall bench mark, for salary survey purposes, the non-sworn positions to that of Dispatcher I in the surveyed agencies. Comparable salaries shall be made based on the "E" step or the fifth step in the salary range.

The survey shall include for comparison purposes: the "E" step or fifth step monthly salary, the Agency's maximum monthly contribution toward health insurance and optional health insurance, and the Agency's pick-up of the employee's retirement contribution. For purposes of preparing a salary and benefit survey for consideration during the meet and confer process, the combined salary and benefits of the employees shall be set at the average of the mean and median of the salary and benefits surveyed. However, no provision in this MOU shall be interpreted to mandate the setting of salary and/or other forms of compensation at a level indicated in the survey.

The jurisdictions to be used for salary survey purposes shall be:

- | | |
|-------------------------|-------------------------|
| City of Lompoc | City of Ventura |
| City of Oxnard | County of Santa Barbara |
| City of San Luis Obispo | County of Ventura |
| City of Santa Barbara | State of California |

(MOU 2-05-08)

Sec. 3-03. Equity Adjustments

Section Intentionally left blank.

ARTICLE II. HOURS OF WORK AND SPECIAL PAY PROVISIONS

Sec. 3-09. Special Salary Provisions

Effective with the implementation of the alternative patrol work schedule, the salary differential for all shift work shall be eliminated for sworn personnel.

Effective with the implementation of the Career Development Program, merit pay for all subsequent appointments to the merit pay assignments of Detective, Motor Officer, Field Training Officer, and Narcotics Officer shall be eliminated. All new appointments to any position which has previously received merit pay shall be considered a special assignment in the Police Officer rank without any additional pay. The City agrees that the funds used for the abolished merit pay assignments shall be used to fund the newly created Corporal positions.

Incumbents currently in merit pay positions shall have a five-year "sunset" period from the date of the implementation of the Career Development Program to promote or transfer to another classification in the department. At the end of the five-year "sunset" period, any incumbent still remaining in any of the above-named merit positions shall be reassigned to another position at the discretion of the Police Chief. All remaining merit pay assignments shall be eliminated and all remaining merit pay shall be discontinued at the end of the five years.

(MOU 11-2-93)

The K-9 Officer will function as a full-service patrol officer with all standard duties and responsibilities. The K-9 Officer will work on a 4-10 plan as assigned by the department. The K-9 Officer will be given thirty minutes of on-duty time during each work shift for time spent in the care, grooming, and feeding associated with the handling of the canine and the cleaning of the patrol vehicle. In addition to on-duty time, a pro-rated stipend of \$80.77 per pay period will be given in recognition of the additional time and labor associated with maintaining the canine off-duty.

(MOU 4-21-09)

With the establishment of the K-9 Officer, the City agrees to increase the current compliment of Corporal positions by one in July of 1999. In the event that the K-9 Program is eliminated, the compliment of Corporal positions in the department will decrease by one position. In the event that a vacancy does not occur in the Corporal ranks at the time the K-9 Officer position ceases, one Corporal position will be eliminated through attrition.

Motor Officers who are certified to operate department issued motor cycles and who operate said vehicles in their daily operation, will be eligible to receive a pro-rated stipend of \$80.77 per pay period in recognition of the additional time and labor associated with maintaining the motorcycle while off-duty.

(MOU 4-21-09)

Additionally, the City proposes that both motor offices and canine handlers be subject to contract language that complies with Leever vs. Carson City in that the parties agree upon the above motor and canine stipends as being reasonable and appropriate for purposes of maintaining the motor and the canine.

(MOU 4-21-09)

Section 3-09. Special Salary Provisions (Con't.)

Employees within the bargaining unit who demonstrates appropriate skills in both speaking and understanding the Spanish language, at a basic level, shall receive a two percent (2%) salary differential above his or her regular salary within the individual's designated classification. Employees who demonstrate Spanish speaking skills at an advanced level shall receive a three percent (3%) salary differential. The Human Resources Office will test for the skill level and retains the right to retest those officers currently receiving bilingual pay as recommended by Police Administration.

(MOU 2-05-08)

Dispatchers designated as "Certified Trainers," shall receive a 5% differential while actually performing training duties with an assigned trainee on an hour for hour basis.

(MOU 12-24-05)

Sec. 3-10. Unauthorized Absence - Automatic Termination

Any employee absent from his position for more than three working days, without notification or prior permission of his department head, may be considered to have automatically terminated his employment with the City. Such termination may be appealed upon the return of the employee and a final determination will be based upon the reasons furnished by the employee to the appointing authority for not having obtained prior permission.

(MOU 1-11-73)

Sec. 3-11. Overtime (See City Code Sec. 2-20.17 and CAM 76-7)

Eighty (80) hours shall constitute a normal work period unless otherwise provided for, and forty (40) hours shall constitute a regular work-week, unless otherwise provided for.

(MOU 1-5-99)

- A. Time and one half of the employee's regular hourly rate shall be paid for all work in excess of forty hours in one week.
- B. Incidental overtime is not compensable and may not be credited as overtime. Incidental overtime shall be deemed to be any amount of overtime less than one-quarter hour in one day.
- C. "Emergency" is defined as a bona fide need for personnel created by some event or condition which on duty personnel are unable to deal with. Extensions of a normally assigned shift, either at the front or end of a watch, will not be deemed as an emergency.

(MOU 1-5-99)

- D. No mandatory appearances will be required without compensation.

(MOU 1-1-79)

- E. The limit for accumulation of compensatory time off shall be 120 hours.

(MOU 12-14-02)

Sec. 11. Overtime (Con't.)

F. Any overtime worked by an employee who has already accumulated 120 hours of compensatory time shall automatically be paid in cash at the premium rate. This provision also applies where an employee who has exercised the option to receive compensatory time off reaches the 120-hour limit before receiving full compensation for overtime worked on a particular occasion. For example, where an employee with 118 hours of accumulated compensatory time who has exercised the option to receive overtime compensation in the form of compensatory time then works four hours of overtime, he/she shall receive premium compensation of six hours for that overtime in the form of two hours accumulated compensatory time and four hours cash.

(MOU 1-17-95)

G. Compensation for "on-call" status by the court or District Attorney, while off duty, shall be paid as follows:

2 hours straight pay or compensatory time off for being placed on-call for any period of time between the hours of 0800 and 1200 hours and or 2 hours for being on-call for any period of time between the hours of 1201 and 1700 hours. If an employee makes an actual court appearance, the employee shall not be entitled to any on-call pay during the time increment in which the court appearance occurs. In all instances, the compensation for call back for court time shall be a three-hour minimum, at time and one half.

(MOU 12-24-05)

H. All employees represented by the SMPOA are entitled to overtime compensation in accordance with the Fair Labor Standards Act and the provisions set forth in this Memorandum of Understanding. The City and the SMPOA mutually acknowledge that police personnel assigned to a specialty assignment including motorcycle duty and field training officer duty, shall limit all work-related activities associated with the specialty assignment to the designated hours of work, unless otherwise authorized, either verbally or in writing, by a supervisor. Work-related activities associated with the above-named specialty assignments shall include time spent maintaining motorcycles and time spent either training police personnel or correcting the work of trainees under the trainer's supervision.

(MOU 11-2-93)

I. All paid leaves, including but not limited to, paid sick leave, vacation leave, holidays, administrative leave, bereavement leave and compensatory time off, shall be counted as "hours worked," for the purposes of calculating overtime.

(MOU 4-21-09)

J. The City agrees that an employee's work schedule shall not be adjusted to avoid paying overtime. Ten (10) calendar days notice shall be provided if the City or an employee wishes to cancel or reduce the length of an employee's regularly scheduled work shift.

(MOU 1-5-99)

K. During the **2011** calendar year, SMPOA employees are eligible to cash-out or sell-back up to forty (40) hours of compensatory time at straight time on one occasion anytime during the calendar year.

(Unilaterally Implemented
1-18-2011)

Sec. 11. Overtime (Con't.)

- L. An employee who responds to duty during the employee's regular time-off, shall be compensated for call back at a two-hour minimum, at time and one half the employee's regular rate of pay.

(MOU 12-14-02)

Sec. 3-12. Emergency Work Response

All full-time City employees are responsible for responding to work upon call at all times outside the regular work week for response in time of national emergency, civil disorder or a disaster, and to be compensated for the extra work.

(MOU 1-1-72)

Sec. 3-13. Holidays (See City Code Sec. 2-20.20 and CAM 78-2)

From December 18, 2010 through December 16, 2011, all sworn employees will be eligible to receive, on a pro-rated basis, up to 36 hours of floating holiday time on the first payroll period in the payroll calendar year to use for time off during the payroll calendar year. Sworn employees are eligible to cash out or sell-back up to thirty-six (36) hours of floating holiday time during the 2011 payroll calendar year at straight time by request on one occasion. Any floating holiday hours remaining on the books at the end of the final payroll period of the calendar year, will automatically be cashed-out at straight time and included in the last payroll check of the payroll calendar year.

(Unilaterally Implemented
1-18-2011)

For all employees (except sworn employees, dispatchers and senior dispatchers), the City will recognize as holidays (8 hours each) on: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas. Non-sworn employees will be eligible to receive, on a pro-rated basis, five days (forty hours) of floating holiday time on the first payroll period of the payroll calendar year to be scheduled off by formal request of each non-sworn employee with the approval of the department head.

Prior to the first pay period in December, non-sworn employees are eligible to cash-out or sell-back up to forty (40) hours of floating holiday time by request on one occasion during the payroll calendar year. Any floating holiday hours remaining on the books at the end of the final payroll period of the calendar year, will automatically be cashed out at straight time and included in the last payroll check of the payroll calendar year.

For employees separating service or starting during the calendar year, floating holidays will be pro-rated (rounded to the nearest half-hour) based on the number of full pay periods elapsed or remaining during the payroll year. If an employee, prior to separating service, used more floating holiday time than the earned pro-rated amount for the payroll year, the excess used floating holiday time shall be deducted from the employee's final pay check.

(MOU 11-03-09)

Sec. 3-14. Closing of City Offices

All City offices and departments whose continuous functioning is not essential to the public welfare shall be closed to the public on every Saturday, every Sunday, and every holiday which is City designated. If, however, a department head determines that the functioning of said department is necessary on any such days in order to avoid unreasonable inconvenience to the public, said department head may direct that such department remain open with only such personnel present as he finds necessary.

(Resolution No. 3112, 1-1-71)

Sec. 3-15. Work Schedules

Work schedules shall be prepared which will preclude an employee from being required to return to work with less than 8 hours off between normal work shift changes. Any shift assignment change of a non-emergency nature must be given a minimum of 80 working hours notice prior to the scheduled change to those individuals assigned to patrol duty. The 80-hour minimum notice can be waived at the option of the officer.

(MOU 11-2-93)

Sec. 3-16. Move Up Pay (See CAM 77-3)

A five percent differential in salary shall be allowed for those personnel who may be required to perform duties above their classification for ten consecutive working days. The employee working in a higher classification shall be compensated back to and including the first day that he works in the higher classification. An employee who volunteers for such an assignment shall receive no increase in salary. An employee qualified to receive the five percent move up pay who is not performing out of class on a full-time basis shall be paid a percentage of the five percent in proportion to the number of hours worked in relation to a full work schedule.

(MOU 1-1-76)

Sec. 3-17 Educational Incentive Pay (See CAM 76-4)

The City shall amend the Educational Incentive Program as follows:

- * 60 recognized college classroom units, or an AA degree or an Intermediate POST certificate = 2.5%
- * 120 recognized college classroom units, or a BA degree or an Advanced POST certificate = 5%
- * MA degree = 7.5%
- * 60 units or AA degree + Intermediate POST certificate = 5%
- * 120 units or BA degree + Advanced POST certificate = 7.5%

All other provisions of the current Educational Incentive Program shall remain in effect. Current City requirements as set forth in CAM 76-4 shall apply.

The City agrees to provide this benefit upon date of hire.

(MOU 1-1-91)

All new employees hired upon or after July 1, 1999, shall receive educational incentive pay beginning upon their date of hire according to the following educational incentive pay guidelines:

Sec. 3-17 Educational Incentive Pay (See CAM 76-4) (Con't.)

- * AA degree or an Intermediate POST certificate = 2.5%
- * BA degree or an Advanced POST certificate = 5%
- * MA degree = 7.5%
- * AA degree + Intermediate POST certificate = 5%
- * BA degree + Advanced POST certificate = 7.5%

Employees hired prior to July 1999 shall be eligible to participate under the provisions of the previous educational incentive program in effect upon their dates of hire.

(MOU 1-5-99)

Sec. 3-18. Payroll Step Plan (See City Code Sec. 2-20.06 & CAM 72-3 and CAM 72-6)

There shall be a minimum of one year between each step in the pay plan.

(MOU 1-1-76)

Sec. 3-19. "Y" Rate

Performance-related "Y" rating shall be when an employee who is not performing up to the established acceptable level standards set for his job may be "Y" rated, so that he would not receive their next salary range step increase. If and when his performance comes up to the acceptable level, he/she would then have the "Y" rating removed and would then receive their step increase.

(MOU 12-24-05)

Sec. 3-20. Payroll and Pay Period

The City will implement its current biweekly payroll system for pay and the deposit every other Friday and provides for the employees check to be automatically deposited in local banks, savings and loan or credit unions, as chosen by the employee. Employees' checks will be deposited with the appropriate bank, etc. by noon of the payday.

(MOU 1-1-79)

Sec. 3-21. Probationary Period

The probationary period for all employees shall be the completion of a twelve-month period.

(MOU 12-24-05)

Sec. 3-22. Hours of Work

Effective with the implementation of the alternative patrol work schedule, officers may be assigned to work either five - 8 hour shifts or four - 10 hour shifts as agreed upon between the Police Chief and the SMPOA. Such assignments may also apply to Corporals, Sergeants, and Lieutenants. A modified seniority bid system for shifts and days off **shall be in compliance with General Order 2010-02 (Exhibit 1)**. The 4-10 plan will be evaluated yearly from the date of implementation for a three-year period. If at any time the 4-10 is deemed not workable by the City, an alternative program may be instituted after having met and conferred with the SMPOA. In the event that the original work schedule of five days/eight hours per day is again implemented, all benefit modifications associated with the implementation of the 4-10 plan shall be reinstated without retroactivity.

(Unilaterally Implemented
1-18-2011)

Sec. 3-22. Hours of Work (Con't.)

Dispatchers and Senior Dispatchers will be granted a 7.5% shift differential over and above their hourly rate when working an eight, ten, or twelve hour shift that falls between the hours of 11:00 a.m. to 3:00 a.m. The following are examples of qualifying shifts for the 7.5% shift differential:

Any 8, 10, or 12-hour shift between the hours of 11:00 a.m. to 3:00 a.m., such as:

- 11:00 a.m. – 11:00 p.m. (12 hr. shift)
- 11:00 a.m. – 9:00 p.m. (10 hr. shift)
- 3:00 p.m. – 1:00 a.m. (10 hr. shift)
- 4:30 p.m. – 2:30 a.m. (10 hr. shift)
- 5:00 p.m. – 3:00 a.m. (10 hr. shift)
- 4:30 p.m. – 12:30 a.m. (8 hr. shift)

Dispatchers and Senior Dispatchers will be granted a 15% shift differential over and above their hourly rate when working an eight, ten, or twelve hour shift that falls between the hours of 7:00 p.m. to 7:00 a.m. The following are examples of qualifying shifts for the 15% shift differential:

Any 8, 10, or 12-hour shift between the hours of 7:00 p.m. to 7:00 a.m., such as:

- 7:00 p.m. – 7:00 a.m. (12 hr. shift)
- 9:00 p.m. – 7:00 a.m. (10 hr. shift)
- 11:00 p.m. – 7:00 a.m. (8 hr. shift)

(MOU 4-21-09)

Dispatchers and Senior Dispatchers working a partial shift (less than 8 hours), shall receive a shift differential based upon the qualifying shift vacancy on an hour by hour basis. Dispatchers and Senior Dispatchers will only be eligible to receive shift differential when actually working or covering any portion of a qualifying shift.

(MOU 2-05-08)

For Dispatch Personnel:

The City agrees to extend the following shift exchange program to dispatch personnel on a pilot project/trial basis during the term of this contract. However, if coverage or shift exchanges become an operational or scheduling issue for management, the City retains its right to discontinue the pilot program without engaging in the meet and confer process.

The classifications of Senior Dispatcher, Dispatcher II, and Dispatcher I may exchange all or any portion of a work shift in a manner consistent with the FLSA and Department policy, provided that the replacement is a qualified employee. To assure that replacements are qualified employees, it is required that all shift exchanges follow procedures set forth in the Department's Staffing and Time Off Policy. The City is not responsible for shift exchange arrangements made between employees and is not responsible for any record keeping. Outstanding shift exchange paybacks are the responsibility of the individuals involved. According to the FLSA, shift exchanges are not considered "hours worked" and, therefore, will not be considered for the purposes of calculating overtime.

An employee who owes exchange time to another employee shall work for the other employee, and will not be allowed to pay it back in vacation time or other paid leave time.

(Unilaterally Implemented
1-18-2011)

Sec. 3-22. Hours of Work (Con't.)

Donning and Doffing:

The City does not require any employee in the unit represented by the SMPOA, to don and/or doff any uniforms and/or related gear/equipment at City facilities/premises. Any unit member who does don and/or doff any of the above items at City facilities/premises, does so voluntarily.

(Unilaterally Implemented
1-18-2011)

Sec. 3-24. Residency Requirements (See CAM 72-2)

The City agrees to eliminate the residency requirement of having all sworn police personnel live within a 30-minute response time of the police station.

(MOU 1-1-91)

Sec. 3-25. Standby Pay

The City agrees to amend Standby Pay to be consistent with the provisions of the Fair Labor Standards Act.

(MOU 1-1-91)

The City agrees to compensate employees assigned to standby status a rate of \$3.00 per hour for all hours the employee is required to be on stand-by.

(MOU 12-14-02)

Sec. 3-26. Tuition Reimbursement

The City agrees to reimburse employees up to \$1,500 per calendar year for the cost of tuition and books if a grade of "C" or better is obtained. This benefit may be used for (1) employee-initiated, management approved training classes provided by a recognized educational institution or (2) POST certified training beyond the minimum required through POST during the employee's off-duty hours or (3) other educational institutions approved by the Police Chief.

(MOU 4-21-09)

Sec. 3-27. Mandatory Time Off (MTO) Program

From December 18, 2010 through December 16, 2011, all non-sworn employees (excluding dispatcher personnel) will participate in the following MTO Program and will receive, on a pro-rated basis, a bank of one hundred and four (104) MTO hours, to be scheduled off with pay by formal request by each employee with the approval of the department head. In recognition of providing additional hours off during the calendar year said employees shall have a five percent (5%) negative premium charged to their base salary pay rate per payroll period.

Because the intent of the MTO program is to save salary costs, any bank of MTO hours will only be valid from **December 18, 2010 through December 16, 2011. MTO bank hours shall only be used to compensate for time-off to equal forty (40) hours in a work week.** No MTO bank hours will be accumulated or rolled over into the 2012 calendar year and all unused MTO hours will automatically expire and be erased from the books on December 16, 2011. For employees separating service or starting during the payroll calendar year, MTO bank hours will be pro-rated (to the nearest half-hour) based on the number of full pay periods elapsed or remaining during the payroll year. If an employee, prior to separating service, used more MTO bank hours than the pro-rated amount for the payroll year, the excess MTO hours used will be deducted from the employee's final pay check. **MTO Bank hours are a "use it or lose it" benefit and no unused MTO bank hours will be cashed out.**

Sec. 3-27. Mandatory Time Off (MTO) Program (Con't.)

For those employees that receive a bank of MTO hours, said employees are to use accrued MTO hours prior to using any of the following applicable leave hours: vacation, compensatory time or floating holiday. However, during the **2011** calendar year, in those rare occurrences where a full-time employee's accumulated vacation accruals reach 336 hours, an exception will be made to provide the employee with the option of using accrued vacation prior to using MTO hours. City Management and the employee shall mutually work together for approval of properly requested pre-scheduled MTO paid time off in order to give reasonable advance notice to employees and to insure appropriate staff coverage. Department heads will not unreasonably deny proper timely employee requests for use of accrued MTO hours, but **shall** exercise reasonable discretion in denying a request based on determination **that use of the MTO hours is reasonably expected to negatively impact the efficient operation of the Department and/or result in overtime expenditures to backfill for the employee using MTO hours.**

Employees shall not work any additional hours beyond those regularly scheduled during the week in which an MTO day occurs, without prior written authorization of the Chief of Police. Consequently, there shall be no scheduled overtime during a work week in which MTO time is used. If any employees are called back to work by the City Management, on a day previously scheduled off as an MTO day, the time shall be considered emergency call back and shall be paid at time-and-one-half in cash for the duration of the call back assignment.

(Unilaterally Implemented
1-18-2011)

Credit toward sick leave, vacation and other benefit calculations (such as step advancements and move-up pay) that are based on time-in-service will continue to be earned as participation in the MTO Program shall not count as a break in service and shall not affect seniority. Probationary periods shall not be affected for MTO time used.

Employees shall continue to make his/her same pre MTO Program contributions to all employee benefits, such as retirement and dependent health premiums (if applicable).

(MOU 11-03-09)

ARTICLE III. VACATIONS AND SICK LEAVE

Sec. 3-30. Vacations (See City Code Sec. 2-20.19 and CAM 71-5)

The following vacation schedule shall be instituted for all sworn employees:

| | | | | | | | | | | | | |
|--------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Years | 0-4 | 5-6 | 7 | 8 | 9 | 10 | 12 | 13 | 14 | 15 | 16 | 20+ |
| Hours Earned | 80 | 96 | 104 | 112 | 120 | 128 | 136 | 144 | 152 | 160 | 168 | 184 |

(MOU 12-14-02)

The following vacation schedule shall be instituted for all non-sworn employees:

| | | | | | | | | | | | |
|--------------|-----|----|-----|-----|-----|-----|-----|-----|-----|-------|-----|
| Years | 0-5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14-19 | 20+ |
| Hours Earned | 80 | 96 | 104 | 112 | 120 | 128 | 136 | 144 | 152 | 160 | 168 |

(Unilaterally Implemented
1-18-2011)

Employees can use earned vacation time upon accrual, provided the vacation request is approved by the employee's supervisor. However, requests for use of vacation time during a new hire probationary period must be approved by the Chief of Police and the City Manager's Office.

(MOU 12-24-05)

The maximum allowable vacation credit at any one time for an employee shall be 336 hours. When an employee reaches the maximum allowable vacation credit, no additional vacation credit will be accrued until the vacation balance is below the maximum.

Effective during the **2011** calendar year, all employees performing at an overall rating level of at least acceptable or above are eligible to cash-out or sell-back up to forty (40) hours of vacation time at straight time on one occasion anytime during the payroll calendar year, so long as they have (after said cash-out) a minimum vacation balance of at least forty (40) hours on the books. This cash-out benefit may be requested anytime during the payroll calendar year, but no request shall be implemented if received later than the first payroll in December of each calendar year.

(Unilaterally Implemented
1-18-2011)

The City agrees to reinstate vacation accrual rates for previous years of service for former City employees who have completed their probationary period and return to City employment.

(MOU 2-05-08)

Sec. 3-31. Sick Leave (See City Code Sec. 2-20.21)

A new employee shall start accruing sick leave upon completing their first payroll period.

(MOU 12-24-05)

There shall be no maximum accumulation on sick leave. Sick leave benefits will not be available for use until credited in the sick time account.

(MOU 1-1-76)

Sec. 3-31. Sick Leave (con't)

Sick leave will be granted to employees when they are incapacitated for the performance of duties by sickness, injury; or for medical, dental or optical examination or treatment.

(MOU 1-1-79)

Employees may use up to half of their annually accrued sick leave per calendar year for "family illness" purposes. "Family" is defined as anyone related to the employee by blood, marriage, or law within the second degree of consanguinity.

Up to five days per calendar year per employee may be used for family bereavement leave charged to sick leave. "Family" is defined as anyone related to the employee by blood, marriage, or law within the third degree of consanguinity.

(MOU 4-21-09)

Sick leave accumulation for sworn employees shall be granted at the rate of eight (8) pro-rated hours for each calendar month of service. Sick leave accumulation for non-sworn employees shall be granted at the rate of 7.35 pro-rated hours for each calendar month of service.

(MOU 4-21-09)

The sick leave incentive program is designed to compensate all employees at the rate of 50 percent for all accrued sick leave beyond 240 hours to a maximum of 1,300 hours when the employee leaves city service upon regular retirement, disability retirement or death. All of the remaining unused sick leave can be converted to the PERS retirement benefit plan. The maximum will be increased to 1,600 hours effective December 13, 2003.

Unused sick leave at time of retirement, for which there is no compensation or remuneration at all to the employee, would be converted to additional service credit pursuant to Government Code Section 20965.

(MOU 12-24-05)

Effective December 24, 1994, the City shall retire an employee prior to the exhaustion of sick leave in conjunction with an industrial or non-industrial injury upon a determination that the employee's condition is permanent and stationary for disability retirement purposes. The employee's unused sick

leave shall be compensated pursuant to the terms of the City's sick leave incentive program as described above.

These provisions are intended to contravene Government Code Section 21025.2 insofar as it provides that an employee's disability retirement will not commence until all sick leave benefits are exhausted.

The City agrees to reinstate unused sick leave upon receiving documented proof from the employee as to the amount of sick leave that was unused at the time of separation for said former City employees who have return to City employment and have completed their probationary period.

(MOU 4-21-09)

Sick leave is a benefit to be used for bona fide personal illnesses or as provided in this Section. Employees shall not engage in nor condone misuses of this benefit.

(MOU 1-5-99)

4. RETIREMENT

Sec. 4-01. P.E.R.S.

- A. **For those sworn unit members in the employ of the City prior to implementation of the 3% at 55 retirement benefit described in (C) below, the City shall provide the California Public Employees' Retirement System (CalPERS) 3% at 50 retirement benefit based on the single highest year retirement (one year final compensation) retirement formula. The City shall also continue to pay the nine percent (9%) members' contribution to CalPERS.**
- B. **The City also provides the CalPERS Section 20903 Credit for unused sick leave conversion.**
- C. **The City shall amend its California Public Employees' Retirement System (CalPERS) contract to provide the CalPERS 3% @ 55 retirement benefit for those sworn unit members hired on or after July 1, 2011, based on the last 36 months of employment (three-year average highest compensation) retirement formula, with the employees required to pay the entire members' contribution.**
- D. **The City also provides the CalPERS Section 21024 Military Service Credit as Public Service benefit.**
- E. **The City agrees to provide the CalPERS 2.7% at 55 retirement benefit for all non-sworn unit members in the employ of the City prior to implementation of the 2% @ 55 retirement benefit described in (F) below. The City's contribution to the non-sworn employees' share of retirement, for those unit members in the employ of the City prior to implementation of the 2% @ 55 retirement benefit described in (F) below, shall be six percent (6%).**
- F. **The City shall amend its California Public Employees' Retirement System (CalPERS) contract to provide the CalPERS 2% at 55 retirement benefit for those non-sworn unit members hired on or after July 1, 2011, based on the last 36 months of employment (three-year average highest compensation), and the employees shall be required to pay the entire members contribution.**
- G. **The City also provides the CalPERS Government Code Section 21548 (Pre-retirement Option 2W Death Benefit).**
- H. **The City also provides the Section 21574 (Fourth Level of 1959 Survivor Benefits) to unit members.**
- I. **The City also provides the CalPERS Post-Retirement Suvivor Allowance for non-safety members.**

(Unilaterally Implemented
1-18-2011)

Sec. 4-02. Deferred Income.

The City's match toward the employees voluntarily deferred income program shall be a maximum of **\$23.08 per pay period** for sworn employees and **\$4.62 per pay period** for non-sworn employees.

(Unilaterally Implemented
1-18-2011)

Sec. 4-03. CalPERS EPMC Re-Opener.

At the request of either party made during the term of this MOU, the City will request an actuarial from CalPERS on the EPMC special compensation benefit. After receiving the actuarial, either party can request to reopen the meet and confer process solely as regards the topic of providing the CalPERS EPMC special compensation benefit. This re-opener does not mandate an agreement being reached, but only provides for this narrow reconvening of the meet and confer process.

(MOU 11-03-09)

5. INSURANCE

Sec. 5-01. General Eligibility (See City Code Sec. 2-10.01 through 2-10.07)

A new employee shall be eligible for life insurance, disability and health insurance upon his/her first day of employment. However, the effective date of coverage may vary depending upon whether or not the required premiums (necessary to pay for the insurances were deducted from the new hire's earnings in the month prior to the benefit commencing.

(MOU 12-24-05)

Sec. 5-02. Disability Insurance

In 1991 the City agreed to shift its dollar contribution for sworn employees' Long-Term Disability (LTD) benefits to the amount the City contributes toward employees' optional health insurance. The LTD program for sworn employees will continue to be provided through the Police Officers Association and sworn employees shall continue to pay the entire premium themselves.

Non-sworn employees shall participate in the City's Short-Term/Long-Term Disability program and shall pay the entire premium themselves up to the first \$3,000 of salary earnings each month. The short-term disability plan will be at 66 2/3% of weekly earnings to a maximum of 1,154 per week. The long-term disability plan will be at 66 2/3% of weekly earnings to a maximum of \$5,000 per month.

(4-21-09)

Should the association decide to provide non-sworn employees with long-term disability benefits, the Association shall provide the City with written notice to this fact and the City will work with them on a transitional period.

(MOU 12-24-05)

Sec. 5-03. Health Insurance

Effective **December 18, 2010**, the City will contribute **the Minimum Employer Contribution (MEC) as required by the Public Employees' Medical and Hospital Care Act (PEMAHCA)** per month per employee to be used solely toward City-sponsored health benefits. **For 2011, the MEC is \$108.00 per month.**

The monthly optional health insurance contribution, regardless of the health plan chosen, shall be:

| <u>Sworn Employee</u> | | <u>Non-Sworn Employee</u> | |
|------------------------------|-----------------|---------------------------|-----------------|
| Employee Only: | \$395.50 | Employee Only | \$235.00 |
| Family | \$395.50 | Family | \$333.00 |
| | | | |
| <u>PSTs & ID Tech(s)</u> | | | |
| Employee Only: | \$260.00 | | |
| Family | \$358.00 | | |

(Unilaterally Implemented
1-18-2011)

The City shall provide a pro-rated cash option to those employees who do not elect to fully use the optional health insurance contribution amount provided they are in compliance with the below stated evidence of coverage provision. If an employee is in a paid status and does not participate in the health program and elects the pro-rated cash option, sworn employees will receive \$455.10, police services technicians & identification technician(s) \$319.60, and all other non-sworn employees \$294.60 on a monthly basis.

(MOU 12-03-09)

Evidence of major medical health insurance coverage will be required for those employees who receive the cash option and who do not elect to use the City-sponsored health benefits. As a requirement for continued eligibility to receive the cash-back option, employees shall provide proof of insurance and sign a form ensuring that they have other continuing major medical health insurance coverage.

(MOU 4-21-09)

Sec. 5-04. Life Insurance

The City agrees to provide sworn employees \$50,000 in Life and AD&D insurance. The City will pay \$4.89 bi-weekly for employee only insurance, and \$5.04 bi-weekly for employee and dependent insurance.

The City agrees to provide non-sworn employees \$50,000 in Life and AD&D insurance. The City will pay \$4.91 bi-weekly for employee only insurance, and \$5.06 bi-weekly for employee and dependent insurance.

(MOU 4-21-09)

Sec. 5-05. Dental Insurance

The City shall implement the dental insurance program and cover the cost of premiums for sworn employee and family.

Non-sworn employees shall be eligible to participate in the City's dental program, with the maximum dental benefit amount of \$2,000 annually. Cost of the plan shall be covered by the employee.

(MOU 12-14-02)

Sec. 5-06. Optical Insurance

The City will make available an optical plan for the employees to participate in. Cost of the plan shall be covered by the employee.

(MOU 1-5-99)

Sec. 5-07. Post Employment Health Plan.

The City will contribute \$23.08 per pay period toward a post employment health plan for all employees.

(MOU 12-03-09)

6. UNIFORMS AND EQUIPMENT

Sec. 6-01. Uniform Allowance

The City shall furnish each employee required to wear a uniform an initial issue of uniforms, and agrees to replace normally worn or damaged uniforms for all sworn personnel on an ongoing basis.

The City shall provide a pro-rated uniform allowance of \$15.38 per payroll period for personal maintenance (cleaning and laundering) of uniforms to sworn employees and police services technicians required to wear uniforms on a daily basis. This uniform allowance shall terminate on the 31st consecutive calendar day of absences other than for vacation.

The City also agrees to furnish and replace normally worn or damaged uniform items for the Identification Technician, Assistant Identification Technician, Senior Dispatchers, Dispatchers and Police Service Technicians.

(MOU 4-21-09)

The standards and specifications of all uniform items shall be determined by the Police Chief.

Replacement of worn or damaged uniforms will be subject to inspection and approval by an employee's immediate supervisor.

The initial issue of uniforms for sworn employees will consist of the following items:

- uniform pants (2)
- uniform shirts (3 - at least one long sleeve)
- uniform tie (1)
- field jacket (1)
- dress jacket (1)
- soft uniform hat (1)
- name tag (1)
- domed badge (1)
- flat badge with wallet (1)
- cap piece (1)
- service stripes and rank insignias
- necessary initial alterations

The initial issue of uniforms for the Senior Dispatchers, and Dispatchers shall consist of the following:

- (5) Black Polo Shirts
- (2) Black Uniform Pants
- (1) Black Uniform Sweatshirt (full zip or ¼ zip style)

The initial issue of uniforms for the Police Service Technician shall consist of the following:

- Uniform Shirt (2)
- Uniform Pants (2)

Sec. 6-01. Uniform Allowance (Con't.)

Field Jacket (1)
Name Tag (1)
Domed Badge (1)
Rain Gear (1)

The initial issue of uniforms for the Identification Technician and Assistant Identification Technician shall consist of the following:

(5) Polo Shirts
(2) BDU Pants
Rain Gear
Field Jacket
Lab Coat (2)
Domed Badge (1)

(MOU 4-21-09)

Sec. 6-02. Personal Property/Equipment Damaged

If the employees of the police department, during the normal course of their duties, are involved in an incident within their scope of employment, wherein their personal property or equipment is damaged, destroyed or taken as a direct result of the incident, the employee may request the Chief of Police to investigate the facts surrounding the incident. If the Chief of Police is satisfied that the facts of the incident occurred within the scope of employment of the employee, and the employee was exercising good judgment at the time of the incident, he shall forward to the City Manager a report recommending just compensation.

(MOU 1-1-73)

Employees should refrain from wearing, during the normal course of their duties, valuable and expensive jewelry as replacement cost may not fully compensate for the loss of the item in question. Maximum replacement cost for glasses (prescription or sun) shall be one hundred and twenty-five dollars (\$125) and for all other items seventy-five dollars (\$75).

(MOU 1-5-99)

Sec. 6-03. Safety Equipment

The City shall provide the following equipment to sworn officer:

- A. 1 Sam Brown belt
- B. 1 holster
- C. handcuff case(s) (choice of two singles or one double)
- D. 2 pair of handcuffs
- E. 4 belt keepers
- F. 1 key holder
- G. 1 ammunition pouch
- H. 1 baton ring
- I. 1 baton
- J. 1 rechargeable flashlight system (20,000 candle power minimum)
- K. 1 tactical helmet
- L. 1 semi-automatic pistol

Sec. 6-03. Safety Equipment (Con't.)

- M. 1 O/C Pouch
- N. 1 O/C Canister
- O Uniform patches (sufficient to be placed on all necessary uniforms)
- P. 1 raingear
- Q. Bulletproof vest

The above applicable equipment shall be either leather or basket-weave light weight duty gear.

(MOU 12-24-05)

The City shall include body armor on the standard list of safety equipment and the replacement schedule and shall add upgraded flashlights to the standard list of safety equipment. The appropriate type of flashlight shall be determined in conjunction with the Police Chief.

(MOU 1-1-91)

Sec. 6-04. Vehicle Replacement

The City agrees to replace or rebuild police vehicles at such time as they are no longer able to be safely operated, as determined by the Department of Public Works.

(MOU 4-21-09)

Sec. 6-05. Uniform Patches and Badges

The City agrees to meet with representatives of SMPOA to discuss the design and purchase of new uniform patches and badges.

(Reso. 97-13)

7. SPECIAL PROVISIONS

Sec. 7-01. Slow Down, Work Stoppage or Strike

The Santa Maria Police Officers' Association does not condone a slow down, work stoppage, or strike by its members or by the Association and, if such does occur, that immediate disciplinary action will be taken by the City Manager toward the individuals. If a slow down, work stoppage or strike does occur, the Santa Maria Police Officers' Association will immediately call a meeting of its membership to determine the reasons for such action, explain the proper procedure for handling grievances, and then meet with the City's representatives through the meet and confer process in an attempt to resolve the issue.

(MOU 1-1-74)

Sec. 7-02. Association Business

The City recognizes the importance of association business, and will provide release notices to association bargaining team members to participate in negotiation sessions with the City. The City will allow the Association Treasurer and new employees up to fifteen minutes on paid City time to meet within the first week of the new hire's employment to discuss association membership. During the term of this agreement, the City will also allow an executive board member a reasonable amount of on-duty time to resolve an official written formalized grievance. The determination of what constitutes "reasonable amount of on-duty time" shall be determined by the department's command staff (Police Chief and/or Commander) and shall be subject to reasonable notice by the association for advance approval by either the Police Chief and/or Commander. Although management will not unreasonably deny such requests, management does retain its rights under this MOU to direct the daily operations and work assignments.

Activities concerned with the internal affairs of the association not otherwise specified herein, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, etc., shall not be conducted during working hours, unless otherwise authorized by the City Manager.

No Association business will be handled during regular working hours, unless first approved by the City Manager.

(MOU 8-21-07)

Sec. 7-03. Range Qualification

The City will provide the necessary ammunition (assembled rounds) for each officer for firearms qualifications as dictated by department policy.

(MOU 1-1-85)

Sec. 7-04. Representation

Positions represented by the Police Officers' Association include Police Officer, Corporal, Sergeant, Lieutenant, Identification Technician, Assistant Identification Technician, Police Services Technician, Police Trainee, Dispatcher, and Senior Dispatcher.

(MOU 8-21-07)

Sec. 7-05. Safety (See CAM 83-1)

The Association will actively participate in all phases of an employee safety program which shall provide appropriate controls for dealing with repeated violators of the established safety regulations.

(MOU 1-1-76)

Sec. 7-06. Grievances

The purpose of this section is to provide an orderly method for the settlement of a dispute between the City and its employees. Such a dispute shall be defined as a grievance and must be presented within thirty (30) calendar days of the date it occurred or within thirty (30) calendar days of the date the employee could reasonably be expected to have knowledge of the occurrence. An employee may request the assistance of another person of his own choosing in preparing and presenting his appeal at any level of review. All grievances shall be processed in accordance with the following steps, time limits and conditions herein set forth:

- A. Grievance shall be submitted in writing to the immediate supervisor who shall promptly meet and discuss grievance with the employee and reply within seven (7) calendar days.
- B. In the event the decision of the immediate supervisor does not satisfy the grievance, it may be appealed in writing within seven (7) calendar days to the department head who shall within seven (7) calendar days meet and discuss the grievance with the employees. The department head shall reply within seven (7) calendar days his decision and reply in writing.
- C. Any appeal of the department head's decision must be made in writing to the City Manager within not more than seven (7) calendar days following the date the employee is informed of the department head's decision. The City Manager shall either act as Hearing Officer in this appeal or appoint a Hearing Officer. The Hearing Officer shall meet and discuss the grievance with the employee and shall reply at the earliest possible date. The Hearing Officer's decision shall be final.
- D. If the employee fails to appeal the decision at any level within the organization within seven (7) calendar days of the decision, the decision shall be considered final and shall not be subject of further administrative appeal.

All grievances shall be submitted on forms provided by the City.

Should the employee or the City at any step of the grievance require additional time to reply within the stipulated time period, the party requiring the additional time shall notify the other party. A thirty (30) day maximum extension is all that will be allowed unless agreed to by both parties.

Appeals that involve disciplinary action, shall be processed in accordance with City CAM 2003-01 and the Side Letter of Agreement dated November 8, 2004 regarding disciplinary appeal procedures.

(MOU 4-21-09)

Sec. 7-06. Grievances (Con't.)

The above grievance procedure is not to be used for:

1. The purpose of achieving changes in wages, hours and working conditions.
2. To challenge the content of employee evaluations or performance reviews.
3. To challenge the decision to reclassify, layoff, deny reinstatement, or deny a step or merit increase to an employee unless it violates an expressed provision of the MOU or law.
4. In cases of oral reprimand, written reprimand, punitive transfer, reduction in pay, demotion, suspension, or termination.
5. To challenge examinations or the appointment to positions unless it violates an expressed provision of the MOU or law.

(MOU 12-14-02)

Sec. 7-07. Management Rights and Responsibilities

Management Rights: The City reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provisions of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of Management, as they are not abridged by this agreement or by law, shall include but not be limited to, the following rights:

- A. To manage the City generally and to determine the issues of policy.
- B. To determine the existence or non-existence of facts which are the basis of the management decision.
- C. To determine the necessity and organization of any service or activity conducted by the City and expand or diminish services.
- D. To determine the nature, manner, means and technology, and extent of services to be provided to the public.
- E. To determine methods of financing.
- F. To determine types of equipment or technology to be used.
- G. To determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted.
- H. To determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract or subcontract any work or operation of the City.

Sec. 7-07. Management Rights and Responsibilities (Con't.)

- I. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice.
- J. To lay off employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive.
- K. To establish and modify productivity and performance programs and standards.
- L. To discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for cause.
- M. To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications and to reclassify employees in accordance with this Memorandum of Understanding and applicable resolutions and codes of the City.
- N. To establish reasonable employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.
- O. To maintain order and efficiency in its facilities and operations.
- P. To establish and promulgate and/or modify rules and regulations to maintain order and safety and health in the City which are not in contravention with this Agreement.
- Q. To restrict the activity of an employee organization on municipal property and on municipal time except as set forth in this Memorandum of Understanding.
- R. To take any and all necessary action to carry out the mission of the Agency in emergencies.

Authority of Third Party Neutral: All management rights, powers, authority and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively with the City. No third party neutral shall have the authority to diminish any of the management rights which are included in this section.

Impact of Management Rights: Where required by law, the City agrees prior to implementation to meet and confer with union over the impact of the exercise of a management right upon wages, hours, and other terms and conditions of employment of its members unless the impact consequences of the exercise of a management right upon the union members is provided for in this Memorandum of Understanding, Personnel Rules and Regulations or Departmental Rules and Regulations.

(MOU 12-11-78)

Sec. 7-08. Changing Employee Representation Groups

Any time an employee changes from one employee group to another, that employee will be covered by the provisions of the Memorandum of Understanding regarding the new employee group and the employee gives up any claim to the Memorandum of Understanding provisions of the old employee group.

(MOU 1-1-79)

Sec. 7-09. Layoff Procedure (See CAM 79-2 & MOU 1-1-79)

Purpose: To provide a means by which employees are to be demoted or laid off when a reduction in force occurs.

Employee Evaluations: Where employee evaluation forms are used, the last regular annual evaluation form shall be used. Employees with a rating of "Unsatisfactory" shall be demoted or laid off first; those with a rating of "Below Average" second; those with a rating of "Satisfactory" third; those with a rating of "Above Average" fourth; and those in the "Outstanding" category last. If more than one employee is in a category, the one with the least seniority shall go first.

Reduction in Force – Demotion: Except as otherwise provided, whenever there is a reduction in work force, the appointing authority shall first demote to a vacancy, if any, in a lower class for which the employee is qualified, the employee with less than five years continuous service in that classification and with the lowest performance rating. For those employees with more than five years of service in the affected classification, the employee with the least continuous City service in that classification shall be demoted first. All persons so demoted shall have their names placed on the classification reinstatement eligibility list.

Reduction in Force – Layoff: Except as otherwise provided, whenever there is a reduction in work force, the appointing authority shall secondly lay off employees by class, by the affected department. Those employees with the lowest performance rating and less than five years continuous service in that classification shall be laid off first. For those employees with more than five years of service in the affected classification and department, the employee with the least continuous city service in the affected classification shall be laid off first.

Whenever two or more employees with less than five years continuous service in the affected classification have the same performance category ratings, the first to be laid off will be the one with the least seniority. Whenever two or more employees with more than five years continuous service in the affected classification have the same seniority status, the employee with the lowest category performance rating shall be laid off first.

Any employee so laid off will be given ten working days notice in writing by the appointing authority. All probationary and permanent persons so laid off shall have their names placed on the City re-employment eligibility list.

NOTICE: The appointing authority shall send written notice to the last known address of each employee affected by a layoff at least ten working days prior to the effective date of the action. The notice shall include the: (a) reason for the layoff; (b) classes to which the employee may demote within the department, if any; (c) effective date of the action; (d) appeal rights of the employee; and (e) conditions governing retention on and reinstatement from re-employment lists.

Sec. 7-09. Layoff Procedure (Con't.)

Determining Length of Seniority: In determining continuous City service seniority, all uninterrupted employment including periods of authorized leaves of absence, periods of employment prior to a previous layoff, in a full-time position as listed in Schedule II of the Schematic List of Classes and approved in the adopted fiscal budget, shall be counted as continuous City service seniority. Time served as a part-time employee or employment under a federal program, shall not be credited toward seniority for this purpose. In determining classification seniority, all time that an employee has been employed in a particular classification and not within a classification series (e.g. Account Clerk II, Steno Clerk, Maintenance Worker III, etc.) shall be counted as classification seniority.

Order of Reduction in Force: In a reduction in force situation, the following layoff shall be followed:

- A. Probationary employees in reverse order of their classification job performance in the affected classification.
- B. Should there be need for further reduction, regular employees in the affected classifications shall be involuntarily demoted: those with less than five years of service based upon their job performance; those with five years of permanent service demoted in reverse order of their classification seniority.

Determining Order of Layoff and Demotion for Employees with Identical Seniority and/or Job Performance: Should two or more employees have identical classification seniority and/or job performance, the order of layoff and demotion shall be determined by random selection.

If the seniority of two or more employees in the affected classification is equal, departmental seniority shall be determined.

- A. Exceptions: Notwithstanding the foregoing, if the appointing authority determines that the public interest will not be served by application of the above criteria, the appointing authority may depart therefrom on the basis of a clearly demonstrable superiority in performance and/or qualifications.
- B. Bumping: An employee designated to be laid off may bump into the next lower classification within the same department, if the employee has previously held permanent status in such classification with the City. An employee who is bumped shall be laid off in the same manner as an employee whose position is abolished.

Employees who have not actually held status in a lower classification shall be allowed to demote to a vacant position or to a position held by a City probationary employee in such lower class, but may not bump permanent City employees already in the lower classification.

- C. Transfer: All efforts will be made by the City to transfer any employee who is to be affected by a reduction in force to another vacant position for which such employee may qualify.

Sec. 7-09. Layoff Procedure (Con't.)

Reinstatement of Employee Demoted as a Result of a Reduction in Force: Employees who are demoted as a result of a reduction in force shall have their names placed on a classification reinstatement list, in the order of their classification seniority (for those with five or more years in the classification). For those with less than five years of service, their reinstatement will be based upon the performance evaluations. Vacant positions within a classification shall first be offered to employees on this list.

Re-employment of Employees Laid Off as a Result of a Reduction in Force: Employees who are laid off and who held probationary or permanent City status at the time of layoff shall have their names placed on a re-employment list for classifications in which they previously held status and for classifications at the same or lower salary range for which they qualify in the order of their classification seniority (for those with five or more years in the classification). For those with less than five years of service, their reinstatement will be based upon the performance evaluations. Vacant positions in such classifications will be offered to eligibles on re-employment list who qualify for such vacancy prior to an open or promotional recruitment.

Once a person on a re-employment list is reinstated to a regular position as a result of his/her re-employment rights, his/her name shall be removed from the re-employment list for the classification to which he/she was reinstated and from all re-employment lists for classifications at the same or lower salary range of the classification in which he/she was reinstated.

(MOU 1-17-95)

Duration of Reinstatement and Reemployment Lists: The eligibility of individuals on the reinstatement and re-employment lists shall extend for a period of one year from the date of demotion or layoff. Eligibles not responding to written notification of an opening within ten working days from the date the notice is mailed to them shall have their names removed from either the re-employment or reinstatement lists.

An employee's name may be removed from the reinstatement/re-employment list if any of the following occur:

- A. The individual indicates that he/she will be unable to return to employment with the City during the life of the list; or
- B. The individual cannot be reached after reasonable efforts have been made to do so. The City shall utilize certified mail or personal delivery when contacting individuals.

(MOU 1-17-95)

Restoration of benefits upon Re-employment Following a Reduction in Force: Upon re-employment following a reduction in force, an individual will have the following benefits restored:

- A. Prior sick leave accruals.
- B. Seniority at time of layoff for purposes of determining merit increases, vacation accruals and future reduction in force.

Sec. 7-09. Layoff Procedure (con't.)

- C. The salary step paid to an employee who is re-employed shall be equivalent to that which the employee was receiving immediately prior to layoff. If the employee chooses to be re-employed in a classification which has a salary range lower than the classification from which he was laid off, then salary placement will be made at a point either equivalent to his salary immediately prior to layoff, or, if the maximum of the salary range of the position to which the employee is to be re-employed is less than the employee's salary immediately prior to layoff, then the employee will receive the maximum of the salary range.

Obligation to Serve Probationary Period: A person appointed from a re-employment list or classification reinstatement list must serve a new probationary period in order to attain permanent status if they are appointed to a different classification or are placed in another department.

If a person is appointed to a position from a re-employment list which he/she has not previously held, the appointment shall be subject to a probationary period. The person would be eligible for a merit increase after satisfactory completion of six months of employment in the position, subject to the limitations of the salary range.

If the employee should fail to pass probation, his/her name shall be placed back on any re-employment list(s) which the employee had initially been on, prior to his/her appointment into the position.

(MOU 1-17-95)

Payoff of Accruals upon Layoff: Laid off employees are to be paid for all accrued holidays, vacation and overtime when separated as a result of layoff.

Non-Discrimination in Reduction in Force: Layoffs and demotions which result from a reduction in force shall be made without regard to an employee's race, color, national origin, religion, sex, age, citizenship, or physical handicaps.

Computing Length of Service: Only continuous time spent in a permanent full-time position shall be computed for seniority rating.

Sec. 7-10. Counseling Program

The City agrees to meet and confer with the S.M.P.O.A. regarding a mutually acceptable confidential counseling program at no cost to the employee in instances where an officer's actions on duty result in death or serious injury to another person or the officer's life has been in critical danger. This treatment will be mandatory and the program shall be in effect by June 22, 1985.

In addition to the existing Counseling Program, the City and the Association agree to recognize the Employee Assistance Program as a valuable part of the City's Counseling Program and agree to use the program when feasible.

(MOU 1-1-91)

Sec. 7-11 Special Provisions

Minimum Staffing Levels

The City agrees that the following classifications shall not be included in **management's determination on a daily per shift basis, of what shall be the** minimum staffing levels for each shift: Chief, Commander, K-9 Officer, Lieutenant, Watch Commander, Motor Officers, Community Services Unit, GST/NST, Detective Bureau, Airport Officers, and Trainees in two-person units.

(Unilaterally Implemented
1-18-2011)

Reimbursement for Travel on City Business

It is agreed that reimbursement for travel on City business will be addressed on a City-wide basis with the update of the City's travel policy. POST reimbursement schedules will be addressed separately for POST classes in the policy.

(MOU 1-1-91)

Labor/Management Relations Committee

The City and the Association agree to meet to discuss the implementation of the Telestaff Software System and its impact on scheduling and time-off procedures.

(MOU 4-21-09)

The City agrees to establish a joint labor and management committee (1/2 labor and 1/2 management) to meet on request by either party or on a quarterly or more frequent basis to discuss and work out departmental issues, problems and general administrative matters. Chairmanship to rotate between labor and management on a yearly basis.

(MOU 1-1-91)

Sec. 7-12. Prior and Existing Conditions

Except as herein modified, there shall be no change in wages, hours, or working conditions **specifically set forth in** this Memorandum of Understanding unless changes made by mutual consent **of the parties.**

(Unilaterally Implemented
1-18-2011)

Sec. 7-13. Pre-Emptive Laws

It is understood and agreed that this extension of the current Memorandum of Understanding is subject to all current and future applicable Federal and State laws, and Federal and State regulations. If any chapter, article section, subarticle, sentence, clause, phrase, or portion of this Memorandum of Understanding or any addition, addendum or exhibit, thereto should be held invalid or unenforceable by operation of law, or by any tribunal or office of competent jurisdiction, or if compliance with or enforcement of any chapter, article, subarticle, section, sentence, clause, phrase or portion of this Memorandum of Understanding should be restrained by such tribunal or office, the remainder of this document shall not be affected thereby, and the parties shall enter into the Meet and Confer process for the purpose of arriving at a mutually satisfactory replacement for such chapter or section.

(MOU 12-24-05)

Sec. 7-14. Americans with Disabilities Act (ADA)

The City and SMPOA acknowledge the passage of the Americans with Disabilities Act. It is agreed that the City shall take all necessary actions to comply with the provisions of this act. If necessary, sections of this Memorandum of Understanding and/or the City personnel rules may be suspended in order to achieve compliance.

(MOU 1-17-95)

Sec. 7-15. Disciplinary Appeal Procedure

The City and the Association have agreed to the attached disciplinary appeal procedure, CAM 2003-01 dated January 2003 and the Side Letter of Agreement dated November 8, 2004.

(MOU 11-03-09)

Attachment A: Side Letter of Agreement

The Following Language is from the Side Letter of Agreement Between the City of Santa Maria and the Santa Maria Police Officers' Association Regarding Amendments to the Disciplinary Procedures that was Signed November 8, 2004

This will confirm the understanding reached, between the City of Santa Maria and the Santa Maria Police Officers' Association (SMPOA) regarding amendments to Section VI, Page 10 of the Disciplinary Procedures dated January 2003. The below parties do hereby agree to the following changes to Section VI, Page 10 of the Disciplinary Procedures:

At the conclusion of the hearing the hearing officer shall submit findings and an advisory recommendation to the City Manager in a timely manner. The City Manager shall, after weighing all the evidence and the findings of the hearing officer, make the final determination of the appeal and submit it in writing to the employee and his/her designated representative within thirty (30) calendar days after receiving the findings from the hearing officer. The City Manager may, if deemed necessary, conduct further evidentiary proceedings upon mutual agreement of the parties. The decision of the City Manager or, if a decision is not served on the employee by the City Manager within the thirty (30) days specified, the advisory recommendation of the hearing officer, shall stand. In the event that the City Manager imposes greater discipline than that recommended by the Hearing Officer, then the Hearing Officer's fees and expenses, and all costs of transcripts, if any, shall be borne by the City.

The decision of the City Manager or Hearing Officer may be appealed by the employee in writing to the City Council by filing a written notice of appeal with the City Manager's Office within ten (10) calendar days following either the date the employee is personally served informing him/her of the decision, or the expiration of the thirty (30) days.

The City Council and their legal counsel shall meet in closed session to consider the appeal and may adopt, modify, reject the decision, or grant a new hearing. Each party may submit written arguments, including exhibits, to the City Council no later than the Thursday prior to the City Council meeting for Council to review. Representatives from both sides may remain available outside the Chambers should Council have any clarification questions. The City Council shall have available to them all tapes, admissible evidence, transcripts and documents submitted to the Hearing Officer for their review. The decision of the City Council shall be final.

If the employee fails to appeal the decision to the City Council, the decision of the City Manager or the Hearing Officer will be considered the final administrative decision, subject to judicial review.

VII. JUDICIAL REVIEW

Judicial review shall be available pursuant to Code of Civil Procedure § 1094.5 within the time lines set forth in Code of Civil Procedure Section 1094.6.

Exhibit 1: General Order

GENERAL ORDER 2010-01

September 29, 2010

TO: All PERSONNEL
FROM: Danny R. Macagni, Chief of Police
SUBJECT: SENIORITY SHIFT BIDDING POLICY – PATROL

Pursuant to Santa Maria Police Department Policy #204, this General Order shall serve as immediate notice of a change in the shift bidding procedure for Patrol personnel. The new procedure will begin with the January 2011 shift change bidding process.

This General Order shall remain in effect until its contents are incorporated into a new policy contained within the Department's Lexipol Policy Manual.

The detailed Seniority Shift Bidding procedures are as follows:

Lieutenants

There will be one Lieutenant assigned to day watch and two Lieutenants assigned to the PM shift. The days off are set to allow coverage on all day and evening shifts. Lieutenants will be on a six-month rotation cycle. The rotation will follow a pattern:

- One six month rotation on Day watch with weekends off (FSS).
- One six month rotation on PM's with weekdays off (TWT). The starting Friday shift for this Lieutenant will be a Day watch shift (0700-1700).
- A six month rotation on PM's with weekends off (SSM).

The Chief of Police retains the prerogative in the scheduling of Lieutenants as needed.

Sergeants

Sergeants will bid their shifts according to seniority in rank. The shift bidding process will be conducted in three, one-year cycles with bidding for shifts occurring at the beginning of the year (January) for a total of three bids.

Sergeants can not remain on a specific shift for over two consecutive six month periods (1 year). If a sergeant remains on the same shift for one year they must move to a different shift for at least one rotation (six months) after which time they can return to any shift available.

Sergeants will bid for their shifts upon completion of the bidding process of corporals and officers.

Corporals / Officers

In order to accurately define the shift bidding procedure parameters, the four patrol shifts of Day, Cover, PM, and AM will be combined into two (2) descriptions of "Day" (Day & Cover Shift), and "Night" (PM and AM Shifts).

Exhibit 1

The shift bidding process will be conducted in three, one-year cycles with bidding for shifts occurring at the beginning of the year (January) for a total of three bids.

Shift bidding will be done according to seniority in rank. The official Seniority List will be provided by Administration at the beginning of each bid process. Bidding rules and procedures will be made available to all sworn personnel during each bidding process.

Each Officer shall be required to work a minimum of one six (6) month period on the "Day" side (Day or Cover Shift) and one six month period on the "Night" side (PM or AM Shift) during a three year cycle.

Officers/Corporals can not remain on the same shift longer than one year.

Police Officers with 25 years of full time sworn law enforcement service will be exempt from working the "Night" (PM and AM) shift. A written request including law enforcement years of service conformation shall be submitted to the Chief of Police for approval. Approval must be obtained prior to the annual shift bidding process.

The bidding process will be conducted via the Telestaff "Auctions" system. Once the bidding process is complete the draft schedule shall be reviewed and approved by the Operations Division Commander to ensure all departmental needs have been met. Changes may be made to accommodate specific shift needs such as, appropriate shift coverage, field training (Corporals), Bilingual coverage, special operations, etc. In the event that moves are needed, they will first be conducted on a voluntary basis. Additional movement would be done with least senior officers.

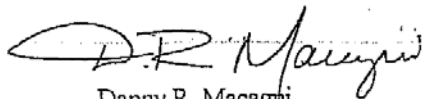
A final shift schedule will be entered into the Telestaff System. The new schedule, as well as the bidding process will be retained electronically in the Telestaff System pursuant to the City's Record Retention schedule.

Normally, any officer returning to patrol from a specialty assignment during an ongoing shift will fill a vacant slot until the next bidding cycle. However, when possible rotation into and out of specialty assignments will be coordinated with the shift bidding process to permit individuals to participate in shift selection.

This shift bidding procedure for Sergeants, Corporals, and Officers will remain in effect for three bidding cycles (three years) at which time a review will be conducted to address any issues that are of concern. Open discussions will commence on or about September 30, 2013.

All personnel are responsible for complying with this shift bidding policy.

None of the above criteria are meant to restrict management's prerogative in scheduling, in any way.


Danny R. Macagni
Chief of Police

The Police Chief of the Santa Maria Police Department and the Santa Maria Police Officers Association hereby agree that this General Order 2010-01 is the agreed upon shift bidding procedure pursuant to Section 3-22 of the Parties' Memorandum of Understanding.



Danny Macagni
Chief of Police



Tom Radzynski
President, SMPOA

9/29/10

Date

9/1/10

Date