

**MEMORANDUM OF UNDERSTANDING**

**SANTA MARIA POLICE OFFICERS' ASSOCIATION**

**CALENDAR YEAR 2022-2024**

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**CHAPTER 1. DEFINITIONS****1.1 Definitions**

(See City Code Sec. 2-20.01)

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

ACA –FULL-TIME EMPLOYEE - For purposes of the Affordable Care Act only, a full-time employee is an employee who earns, on average, 30 hours of service in a week or 130 hours of service in a month

(MOU 12-17-13)

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.

CITY MANAGER - means the City Manager of the City of Santa Maria or his designated representative.

COUNCIL - means the City Council, the governing body of the City of Santa Maria.

EMPLOYEE - means all full-time City of Santa Maria personnel represented by SMPOA as defined in Section 7.4, Representation.

(MOU 12-17-13)

EMPLOYEES' UNION - means the Santa Maria Police Officers' Association (SMPOA).

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.

GRIEVANT - a grievant is an employee or group of employees adversely affected by an act or omission of the employer or the association.

MANAGEMENT - means the City Manager and/or his Assistants and the Department Heads of the City of Santa Maria.

MANAGEMENT PERSONNEL - see Sec. 7-4 of this document.

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.

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, management, or middle management areas, all of which are identified in the City's resolution regarding employer-employee relations.

(MOU 12-17-13)

**CHAPTER 2. RECOGNITION AND IMPLEMENTATION****2.1 Recognition**

**2.1.1** Pursuant to the provisions of the City's Employer Employee-Relations Resolution, the SMPOA has been found to be, and is recognized as, a majority representative of all sworn Police Corporals, Police Officers (not covered by a management or mid-management unit), and non-sworn Police Services Technicians, Police Trainees, Crime Lab & Evidence Supervisor, Criminalistics Technician I/II, Dispatcher I/II, and the Senior Dispatchers.

(MOU 03-20-19)

**2.2 Implementation**

**2.2.1** This MOU 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:

**2.2.1.1** Acts, by majority vote, formally to approve the Memorandum; and

**2.2.1.2** Enacts amendments to all City ordinances required to implement the provisions set forth.

**2.3 Term**

**2.3.1** The term of this MOU shall be effective upon ratification by City Council through 12:00 Midnight on December 31, 2024.

(MOU 02-01-22)

**2.4 Meet and Confer Representatives**

**2.4.1** The SMPOA 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 SMPOA designated representative only.

(MOU 1-1-74)

**CHAPTER 3. COMPENSATION, WORK HOURS AND LEAVES****ARTICLE I. SALARIES AND SALARY ADJUSTMENTS****3.1 Salaries**

**3.1.1** Essential Worker Pay / APRA (American Rescue Plan Act 2021): The City shall provide a one-time premium pay up to \$15,000 in two equal payments for the employee's essential work during the COVID-19 pandemic. Full time employees who worked from March 14, 2020, to March 12, 2021 & from March 13, 2021, to March 11, 2022, shall be entitled up to the \$7,500 amount per year. Full-time employees are employees who were expected to work 2,080 hours during the 12-month period and did not have more than 3 months of leave during the year. Employees who worked less than full-time, shall receive essential work payment on a prorated amount. The first payment will be issued to current City employees within 2 pay periods of City Council adoption of this MOU. The second payment will be issued to current City employees by the first full pay period in January 2023. These amounts shall not be retirement reportable and will not be included in the regular rate of pay for overtime purposes.

(MOU 02-01-22)

**3.1.2** Effective the first payroll period after ratification by Association and the City Council, a base salary increase of three percent (3%) will be given to those unit members in the employ of the City after Council ratification.

(MOU 02-01-22)

**3.1.3** Effective the first full payroll period following December 31, 2022, a base salary increase of three percent (3%) will be given to those unit members in the employ of the City.

(MOU 02-01-22)

**3.1.4** Effective the first full payroll period following December 31, 2023, a base salary increase of three percent (3%) will be given to those unit members in the employ of the City.

(MOU 02-01-22)

**3.2 Salary and Benefit Survey Procedures**

**3.2.1** It is understood and agreed that the City shall benchmark, 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 benchmark, 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.

**3.2.2** 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.

**3.2.3** 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)

**3.2.4** The City and the Association agreed to meet to discuss this section during the term of the contract.

(MOU 12-15-15)

**3.3 Equity Adjustments**

**3.3.1** Section intentionally left blank.

**3.4 Longevity Pay**

**3.4.1** Effective the first full payroll period following ratification by City Council, sworn employees with ten (10) years of sworn law enforcement service will be provided with seven percent (7%) longevity pay.

(MOU 02-01-22)

**3.4.2** Effective the first full payroll period following ratification by City Council, non-sworn employees with ten (10) years of service with a police agency will be provided with seven percent (7%) longevity pay.

(MOU 02-01-22)

**3.4.3** Effective the first full payroll period following ratification by City Council, sworn employees with twenty (20) years of sworn law enforcement service will be provided with an additional three percent (3%) longevity pay (total 10%).

(MOU 02-01-22)

**3.4.4** Effective the first full payroll period following ratification by City Council, non-sworn employees with twenty (20) years of service with a police agency will be provided with an additional three percent (3%) longevity pay (total 10%).

(MOU 02-01-22)

## ARTICLE II. HOURS OF WORK AND SPECIAL PAY PROVISIONS

**3.9 Special Salary Provisions**

**3.9.1** Effective July 1, 2013, the classification of Police Corporal was abolished for any new appointments. Barring any disciplinary action, those employees currently classified as a Police Corporal shall remain vested in the classification, until they leave their position. These employees will be the primary Field Training Officer (FTO) whenever possible; and shall serve without additional compensation (e.g., move-up pay).

(MOU 12-17-13)

**3.9.2** Employees in the classification of Police Officer who serve in the assignment of FTO, shall receive 5% move-up pay pursuant to Section 3.16, Move-Up Pay, of this MOU. Except as otherwise authorized by the Chief of Police or his designee, only one FTO at a time shall receive move-up pay for each Police Officer in a field trainee program (one-to-one ratio). Police Officers assigned as an FTO shall be available to serve as an FTO for the duration of the FTO assignment, except for emergency leaves of absence approved by management.

(Sideletter 08-14-14)

**3.9.2.1** However, Police Officers assigned to a Specialty Assignment (such as the Detective Bureau and the Gang Suppression Team) may temporarily serve as an FTO and will continue to receive their Specialty Assignment pay as defined below rather than receive FTO pay (e.g. Move-Up).

(Sideletter 04-23-14)

**3.9.2.2** In addition, a Police Officer assigned a group of trainees (to prepare them for the academy) shall receive 5% Move-Up pay pursuant to Section 3.16, Move-Up Pay, of this MOU. Only one officer shall be assigned to prepare trainees for the academy at a time.

(Sideletter 04-23-14)

**3.9.3** Assignment to the Detective Bureau, SET or GST shall be for a three-year period with up to four (4), one-year extensions, at the sole discretion of the Chief of Police. Effective July 1, 2013, employees in the classification of Police Officer assigned to the Detective Bureau or GST shall be eligible for seven and one-half percent (7½%) Specialty Pay for the duration of their assignment. Employees assigned to SET shall be eligible for a five percent (5%) Specialty pay for the duration of their assignment.

(MOU 03-20-19)

**3.9.4** Removal from the Detective Bureau or GST for non-disciplinary reasons may be appealed within seven (7) calendar days from the date of notice, pursuant to Government Code 3304.

(MOU 12-17-13)

**3.9.5** 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 forty-five 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 \$184.00 per pay period will be paid for the assignment of K-9 Officer.

(MOU 03-20-19)

**3.9.6** Motor Officers who are certified to operate department issued motorcycles 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 assignment of Motor Officer.

(MOU 03-20-19)

**3.9.7** Additionally, the City proposes that both motor officers 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)

**3.9.8** Employees within the bargaining unit who demonstrate 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 five percent (5%) 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 12-15-15)

**3.9.9** 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)

### **3.10 Unauthorized Absence – Job Abandonment**

**3.10.1** Any employee absent from his/her position for more than three (3) working days, without notification or prior permission of his/her department head, may be considered to have automatically terminated his/her employment with the City. Prior to separation from employment, the City shall serve a Notice of Intent upon the employee, by personal delivery or by depositing said notice in the U.S. Mail. The employee has five (5) calendar days from personal service, or eight (8) calendar days from date of mailing, to request an informal hearing before the City Manager or his/her designee. The employee may respond verbally or in writing, prior to the final notice of termination. At this meeting, the employee will be allowed to provide written and/or oral information concerning, but not limited to:

**3.10.1.1** Whether or not the employee obtained prior permission for their absence; or

**3.10.1.2** Any other circumstances that would excuse the failure of a notification of the absence.



**3.10.2** The final determination will be based upon the reasons furnished by the employee to the appointing authority for not having obtained prior permission. If the employee fails to provide a valid reason for absence, the determination of the appointing authority shall be final.

(MOU 02-01-22)

### **3.11 Overtime**

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

**3.11.1** 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)

**3.11.1.1** Time and one half of the employee's regular hourly rate shall be paid for all work in excess of forty hours in one regular workweek.

(MOU 12-17-13)

**3.11.1.2** 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.

(MOU 1-5-99)

**3.11.1.3** "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.

**3.11.1.4** No mandatory appearances will be required without compensation.

(MOU 1-1-79)

**3.11.1.5** The limit for accumulation of compensatory time off shall be 160 hours.

(MOU 02-01-22)

**3.11.1.6** Any overtime worked by an employee who has already accumulated 160 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 160-hour limit before receiving full compensation for overtime worked on a particular occasion. For example, where an employee with 158 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 02-01-22)

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

**3.11.1.7.1** Two (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 two (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 03-20-19)

**3.11.1.8** 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 MOU. 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)

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

(MOU 12-17-13)

**3.11.1.10** The City agrees that an employee's regular work schedule shall not be adjusted to avoid paying overtime without an employee's consent or fourteen (14) calendar days' notice.

(MOU 02-01-22)

**3.11.1.11** In accordance with Section 3.32, each calendar year, SMPOA employees can predesignate a cash-out up to forty (40) hours of compensatory time at straight time on one occasion anytime during the calendar year.

(MOU 03-20-19)

**3.11.1.12** An employee who responds to duty during the employee's regular time-off, shall be compensated for call back at a three (3) hour minimum, at time and one half the employee's regular rate of pay.

(MOU 02-01-22)

**3.11.1.13** An employee who receives a phone call on off-duty hours for which s/he is not otherwise receiving compensation (i.e., standby or call back pay) shall be compensated for all time spent on such calls, with a minimum of one (1) hour, at time and one half the employee's regular rate of pay. Cumulative time of 15 minutes or less in one day spent on phone calls shall be considered *de minimus* and not compensable.

(MOU 02-01-22)

### **3.12 Emergency Work Response**

**3.12.1** All full-time City employees are responsible for providing current contact information and 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 05-01-12)

**3.12.2** During the term of the agreement the parties agree to meet and confer regarding compensation for emergency response / mutual aid assignments.

(MOU 02-01-22)

### **3.13 Holidays**

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

**3.13.1** All sworn employees will be eligible to receive, on a pro-rated basis (rounded to the nearest half-hour), up to one hundred twenty (120) 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 up to sixty hours (60) hours of floating holiday time each payroll calendar year at straight time by request; up to forty (40) hours on one occasion anytime prior to June 30th and the balance up to the sixty (60) hours after June 30th on one occasion. Any floating holiday hours remaining on the books as of 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. Following expiration of this agreement, holiday cash-out will sunset.

(MOU 02-01-22)

**3.13.2** All Dispatcher I/II's and Senior Dispatchers will be eligible to receive, on a pro-rated basis (rounded to the nearest half-hour), up to one hundred and ten (110) 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. Dispatcher I/II's and Senior Dispatchers are eligible to cash out up to fifty-five hours (55) hours of floating holiday time each payroll calendar year at straight time by request; up to thirty-two (32) hours on one occasion anytime prior to June 30th and the balance up to the fifty-five (55) hours after June 30th on one occasion. Any floating holiday hours remaining on the books as of 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. Following expiration of this agreement, holiday cash-out will sunset.

(MOU 02-01-22)

**3.13.3** During the term of this contract, for all employees (except sworn employees, Dispatcher I/II's, 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 (except Dispatcher I/II's and Senior Dispatchers) will be eligible to receive, on a pro-rated basis (rounded to the nearest half-hour), 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.

(Side Letter 10-20-17)

**3.13.4** All non-sworn employees (except Dispatcher I/II's and Senior Dispatchers) 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 as 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. Following expiration of this agreement, holiday cash-out will sunset.

(MOU 03-20-19)

**3.13.5** 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 vacation leave hours, then, if needed from the employee's final pay check without the necessity of the City securing a judgment.

(Side Letter 01-22-15)

### **3.14 Closing of City Offices**

**3.14.1** 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, with the approval of the City Manager, direct that such department remain open with only such personnel present as he finds necessary.

(Resolution No. 3112, 1-1-7; MOU 05-01-12)

### **3.15 Work Schedules**

**3.15.1** 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. The Department shall have the ability to assign individuals to a 5/40 (eight hours a day, five days a week) work schedule due to the employee attending a scheduled training of five days or longer or being in a court trial anticipated to last five days or longer.

(MOU 03-20-19)

### **3.16 Move Up Pay**

(See CAM 77-3)

**3.16.1** A five percent (5%) differential in salary shall be allowed for those personnel who are assigned to perform duties above their classification for ten consecutive working days or Step A of the classification the employee is working, whichever is greater. The employee working in a higher classification shall be compensated back to and including the first day that s/he works in the higher classification. An employee qualified to receive move up pay who is not performing out of class on a full-time basis shall be paid a percentage of the applicable move up pay in proportion to the number of hours worked in relation to a full work schedule.

(MOU 02-01-22)

**3.17 Educational Incentive Pay**

(See CAM 76-4)

**3.17.1** Employees shall receive educational incentive pay beginning upon their date of hire according to the following education incentive pay guidelines:

- AA degree (or 60 recognized college classroom units for pre-July 1, 1999 hires) = 2.5%
- BA degree (or 120 recognized college classroom units for pre-July 1, 1999 hires) = 5%
- MA degree = 7.5%

**3.17.2** 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.

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

**3.17.4** Employees shall receive POST certificate incentive pay beginning upon their date of hire according to the following education incentive pay guidelines:

- Intermediate POST certificate = 2.5%
- Advanced POST certificate = 5%

**3.17.5** An employee may receive both educational incentive pays listed in 3.17.1 and 3.17.4 so long as the combination does not exceed 7.5% educational incentive pay.

(MOU 02-01-22)

**3.18 Payroll Step Plan**

(See City Code Sec. 2-20.06 &amp; CAM 72-3 and CAM 72-6)

**3.18.1** There shall be a minimum of twenty-six completed pay periods between each step in the pay plan.

(MOU 03-20-19)

**3.19 “Y” “Rate**

**3.19.1** 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/she would not receive their next salary range step increase. If and when his/her 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)

**3.20 Payroll and Pay Period**

**3.20.1** 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 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)

### **3.21 Probationary Period**

**3.21.1** The probationary period for all employees shall be the completion of twenty-six completed pay periods.

(MOU 03-20-19)

**3.21.1.1** All newly hired sworn officers, not qualifying as lateral transfer as described in 3.21.1.2, shall be placed on probation for thirty-nine (39) pay periods from the date of employment.

(MOU 03-20-19)

**3.21.1.2** The probationary period for all sworn officers that have been hired by the City after having earned a Basic POST certificate from another California law enforcement agency, without a break in service, are considered "lateral transfers" and shall be placed on probation for twenty-six (26) pay periods.

(MOU 03-20-19)

**3.21.1.3** A new or re-employed non-sworn employee shall be placed on probation for twenty-six (26) pay periods from the date of employment.

(MOU 03-20-19)

**3.21.2** A full-time employee (sworn and non-sworn) shall be placed on promotional probation for twelve (12) months from the date of promotion with the exception of promotions to classifications that require specific certification(s). For employees in the Police Trainee (non-sworn) classification promoting to the Police Officer (sworn) position shall be placed on probation for eighteen (18) months from the date of promotion.

(Side Letter 01-17-17)

### **3.22 Hours of Work**

**3.22.1** Effective with the implementation of the alternative patrol work schedule, police officers, and corporals 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. A modified seniority bid system for shifts and days off shall be in compliance with General Orders as defined in Section 7-12. 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.

(MOU 12-17-13)

**3.22.2** 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:

**3.22.3** 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)

**3.22.4** 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:

**3.22.5** 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)

**3.22.6** 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 based upon the qualifying shift vacancy or based upon the majority of the hours worked in the special assignment (no vacancy). Dispatchers and Senior Dispatchers will only be eligible to receive shift differential when actually working or covering any portion of a qualifying shift.

(MOU 05-01-12)

**3.22.7** For Dispatch Personnel:

**3.22.7.1** The City agrees to extend the following shift exchange program to dispatch personnel 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.

**3.22.7.2** 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.

**3.22.7.3** 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.

**3.22.8** Donning and Doffing:

**3.22.8.1** 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.

### **3.25 Standby Pay**

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

(MOU 1-1-91)

**3.25.2** The City agrees to compensate employees assigned to standby status a rate of \$5.00 per hour for all hours the employee is required to be on standby.

(MOU 02-01-22)

### **3.26 Tuition Reimbursement**

**3.26.1** The City agrees to reimburse employees up to \$2,000 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 02-01-22)

**3.26.1.1** Receipts for tuition reimbursement shall be submitted as soon as possible; however, must be received within 120 days of course completion, for processing by the City.

(MOU 12-17-13)



ARTICLE III. VACATIONS AND SICK LEAVE

**3.30 Vacations**

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

**3.30.1** 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)

**3.30.2** 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 |

**3.30.3** 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)

**3.30.4** 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.

**3.30.5** Effective during the term of this agreement only, all employees performing at an overall rating level of at least acceptable or above are eligible to cash out up to eighty (80) 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 shall be made in accordance with Section 3.32. Following expiration of this agreement, vacation cash-out will sunset.

(MOU 02-01-22)

**3.30.6** 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 05-01-12)

**3.31 Sick Leave**

(See City Code Sec. 2-20.21)

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

(MOU 12-24-05)

**3.31.2** 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)

**3.31.3** 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)

**3.31.4** 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.

**3.31.5** Up to five days (forty [40] hours) 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 05-01-12)

**3.31.6** 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)

**3.31.7** 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 1,600 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 CalPERS retirement benefit plan.

(MOU 05-01-12)

**3.31.7.1** 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 05-01-12)

**3.31.7.2** 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.

**3.31.7.3** 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.

**3.31.7.4** 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 completed their rehire probationary period.

(MOU 05-01-12)

**3.31.7.5** 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)

### **3.32 Constructive Receipt**

**3.32.1** Employees may receive a cash payment for unused vacation, and/or compensatory time provided they meet the requirements set forth in the applicable provision of the MOU and abide by the below.

**3.32.2** Employees will have the option to declare their intent to cash out accrued leave under the following conditions in accordance with Internal Revenue Code Section 451:

**3.32.2.1** Hours cashed out shall be paid at straight time.

**3.32.2.2** By December 1 of each year, employees can declare their intent to cash out the leave (or a portion of the leave) they earn during the following calendar year. For example, elections made by December 1, 2022 shall apply to hour accrued in 2023.

**3.32.2.3** The employee can choose any pay period(s) during the following year to receive the elected cash out, so long as it also within the payroll calendar year and must declare the selected pay period for cash out at the time of election.

**3.32.2.4** Once an election is made it cannot be rescinded.

**3.32.2.5** The employee will be responsible to make sure the required number of hours to be cashed out are available at the time of each cash out. If less than that number of hours is available for cash out, then the employee's cash out during that year will be limited to the available hours, only.

**3.32.2.6** For example, if an employee elects to cash out 40 vacation hours during the first pay period in November but only 20 hours are available at that time, 20 hours would be cashed out.

**3.32.2.7** Employees will be required to complete the City's standardized election form.

**3.32.2.8** Failure to submit an irrevocable election form by December 1 of each year shall be the same as not electing to cash out leave during the following payroll calendar year.

(MOU 03-20-19)

**CHAPTER 4. RETIREMENT****4.1 CalPERS**

**4.1.1** For those sworn unit members in the employ of the City prior to July 1, 2011, 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. Effective December 21, 2019, Classic Sworn employees will be responsible for paying an additional three (3%) towards the employee required contribution, for a total of six percent (6%). Effective December 19, 2020, Classic Sworn employees will be responsible for paying an additional three (3%) towards the employee required contribution, for a total of nine percent (9%).

(MOU 03-20-19)

**4.1.2** The City also provides the CalPERS Section 20903 credit for unused sick leave conversion.

**4.1.3** The City shall provide the CalPERS 3% @ 55 retirement benefit for those classic 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.

(Resolution 2013-23)

**4.1.4** The City also provides the CalPERS Section 21024 Military Service Credit as Public Service benefit.

**4.1.5** 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 July 1, 2011. Effective upon adoption of this MOU, the City's contribution to the non-sworn employees' share of retirement, for those unit members shall be four percent (4%). Effective December 21, 2019, the City's contribution to the non-sworn employees' share of retirement, for those unit members shall be two percent (2%). Further, effective December 19, 2020, the City will not contribute to the employees' share of retirement.

(MOU 03-20-19)

**4.1.6** The City shall provide the CalPERS 2% at 55 retirement benefit for those classic 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.

(Resolution 2013-23)

**4.1.7** As defined under the Public Employee Pension Reform Act (PEPRA), public safety “non-classic” employees (aka new members) hired after January 1, 2013 shall be covered under the CalPERS 2.7% at 57 retirement benefit, based on the last 36 months of employment (three-year average highest compensation), and the employees shall pay fifty percent (50%) of the total “normal” cost of the benefit (as determined by CalPERS annually), through a payroll deduction. Eligibility for other benefits provided to classic employees under this MOU through CalPERS (as stated above) shall be determined by the provisions of PEPRA for “non-classic employees” aka new members.

(MOU 02-05-13)

**4.1.8** As defined under the Public Employee Pension Reform Act (PEPRA), miscellaneous “non-classic” employees (aka new members) hired after January 1, 2013 shall be covered under the CalPERS 2% at 62 retirement benefit, based on the last 36 months of employment (three-year average highest compensation), and the employees shall pay fifty percent (50%) of the total “normal” cost of the benefit (as determined by CalPERS annually), through a payroll deduction. Eligibility for other benefits provided to classic employees under this MOU through CalPERS (as stated above) shall be determined by the provisions of PEPRA for “non-classic employees” aka new members.

(MOU 02-05-13)

**4.1.9** The City also provides the CalPERS Government Code Section 21548 (Pre-retirement Option 2W Death Benefit).

**4.1.10** The City also provides the Section 21574 (Fourth Level of 1959 Survivor Benefits) to unit members.

**4.1.11** The City also provides the CalPERS Post-Retirement Survivor Allowance for non-safety members.

(MOU 05-01-12)

## **4.2 Deferred Income**

**4.2.1** 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.

## **CHAPTER 5. INSURANCE**

### **5.1 General Eligibility**

(See City Code Sec. 2-10.01 through 2-10.07)

**5.1.1** 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)

### **5.2 Disability Insurance**

**5.2.1** 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 City of Santa Maria is not responsible for the LTD program for sworn employees as it is provided through SMPOA and sworn employees shall continue to pay the entire premium themselves.

(MOU 03-20-19)

**5.2.2** 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.

(MOU 04-21-09)

**5.2.3** 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)

### **5.3 Health Insurance**

**5.3.1** The City currently provides employee medical insurance through the CalPERS Public Employees' Medical and Hospital Care Act (PEMHCA). As a condition of participation in the PEMHCA plan, the CalPERS Board determines an annual Minimum Employer Contribution (MEC); which shall be used solely toward City-sponsored medical insurance premiums. For 2022, the MEC is \$149.00 per month.

(MOU 02-01-22)

**5.3.2** Effective the first payroll period after ratification by the City Council, the monthly optional health insurance contribution, regardless of the health plan chosen, shall be:

|                |            |
|----------------|------------|
| Employee Only: | \$ 782.44  |
| Employee + 1   | \$ 965.88  |
| Family         | \$1,410.18 |

**5.3.2.1** Effective the first payroll period containing January 1, 2023, the monthly optional health insurance contribution, regardless of the health plan chosen, shall be:

|                |            |
|----------------|------------|
| Employee Only: | \$ 782.44  |
| Employee + 1   | \$1,150.00 |
| Family         | \$1,500.18 |

**5.3.2.2** Effective the first payroll period containing January 1, 2024, the monthly optional health insurance contribution, regardless of the health plan chosen, shall be:

|                |            |
|----------------|------------|
| Employee Only: | \$ 807.44  |
| Employee + 1   | \$1,250.00 |
| Family         | \$1,675.18 |

(MOU 02-01-22)

**5.3.3** 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 \$460.10, and all non-sworn employees will receive 324.60 on a monthly basis.

(Side Letter 01-22-15)

**5.3.4** 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, as requested by the City or on an annual basis.

(MOU 12-17-13)

## **5.4 Life Insurance**

**5.4.1** 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.

**5.4.2** 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)

## **5.5 Dental Insurance**

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

**5.5.2** 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 City.

(MOU 02-01-22)

**5.6 Optical Insurance**

**5.6.1** 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)

**5.7 Post Employment Health Plan**

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

(MOU 12-03-09)



**CHAPTER 6. UNIFORMS AND EQUIPMENT****6.1 Uniform Allowance**

**6.1.1** 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.

**6.1.2** 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 31<sup>st</sup> consecutive calendar day of absences.

(MOU 03-20-19)

**6.1.3** The City also agrees to furnish and replace normally worn or damaged uniform items for the Crime Lab & Evidence Supervisor, Criminalistics Technician I/II, Senior Dispatchers, Dispatcher I/II, and Police Service Technicians.

(MOU 03-20-19)

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

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

**6.1.6** 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 shirt for load-bearing ballistic carrier vest (upon request)
- uniform shirt
- uniform tie (1)
- field jacket (1)
- name tag (2)
- domed badge (1)
- flat badge with wallet (1)
- service stripes and rank insignias
- necessary initial alterations

**6.1.7** The initial issue of uniforms for the Senior Dispatchers and Dispatchers I/II shall consist of the following:

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

(MOU 03-20-19)

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

- Uniform Shirt (2)
- Uniform Pants (2)
- Field Jacket (1)
- Name Tag (1)
- Domed Badge (1)
- Rain Gear (1)

**6.1.9** The initial issue of uniforms for the Crime Lab & Evidence Supervisor and Criminalistics Technician I/II shall consist of the following:

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

(MOU 03-20-19)

**6.1.10** SWORN: For “classic” sworn employees, as defined by PEPRA, for CalPERS purposes, the value of new and replacement uniforms will be determined by using the average per pay period cost of said uniforms for sworn personnel required per this MOU to wear a uniform. The average cost will be calculated by using the annual fiscal year cost of uniforms for all eligible sworn personnel, dividing that annual cost by the number of eligible sworn personnel and dividing that result by the number of pay periods in the fiscal year. The per pay period average cost will be updated at the beginning of each payroll calendar year using the previous fiscal year’s cost.

(MOU 02-05-13)

**6.1.11 NON-SWORN:** For “classic” non-sworn employees, as defined by PEPRA, for CalPERS purposes, the value of new and replacement uniforms will be determined by using the average per pay period cost of said uniforms for non-sworn personnel required per this MOU to wear a uniform. The average cost will be calculated by using the annual fiscal year cost of uniforms for all eligible non-sworn personnel, dividing that annual cost by the number of eligible non-sworn personnel and dividing that result by the number of pay periods in the fiscal year. The per pay period average cost will be updated at the beginning of each payroll calendar year will use the average cost based on the most recently complete fiscal year.

(MOU 02-05-13)

## **6.2 Personal Property/Equipment Damaged**

**6.2.1** 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)

**6.2.1.1** 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.

**6.2.1.2** 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)

## **6.3 Safety Equipment**

**6.3.1** The City shall provide the following equipment to sworn officer:

- 1 Sam Brown belt
- 1 holster
- handcuff case(s) (choice of two singles or one double)
- 2 pair of handcuffs
- 4 belt keepers
- 1 key holder
- 1 ammunition pouch
- 1 baton ring
- 1 baton
- 1 rechargeable flashlight system (20,000 candle power minimum)
- 1 tactical helmet

- 1 semi-automatic pistol
  - 1 O/C Pouch
  - 1 O/C Canister
  - Uniform patches (sufficient to be placed on all necessary uniforms)
  - 1 raingear (upon request)
  - Bulletproof vest
  - Body armor
  - 1 Load-bearing ballistic carrier vest (upon request after passing probationary period)
- (MOU 02-01-22)

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

(MOU 12-24-05)

#### **6.4 Vehicle Replacement**

**6.4.1** 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)

**CHAPTER 7. SPECIAL PROVISIONS****7.1 Slow Down, Work Stoppage or Strike**

**7.1.1** The SMPOA 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 SMPOA 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)

**7.2 Association Business**

**7.2.1** 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.

**7.2.2** 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.

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

(MOU 8-21-07)

**7.2.4** The Association will be provided with a paid leave bank of a maximum of 150 hours per year. Only Association officers or bargaining team members may draw from the bank. Requests to use time from the bank must be made reasonably in advance of the use. Approval is subject to the operational necessity of the department and normal time off approval processes. Time bank hours can be used for POA operational needs including but not limited to Association training, meetings, and ancillary business. The Chief has the sole discretion to approve additional paid leave beyond the 150-hour bank.

(MOU 03-20-19)

**7.3 Range Qualification**

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

#### **7.4 Representation**

**7.4.1** Positions represented by the SMPOA include Police Officer, Police Corporal, Crime Lab & Evidence Supervisor, Criminalistics Technician I/II, Police Services Technician, Police Trainee, Dispatcher I/II, and Senior Dispatcher.

(MOU 02-01-22)

#### **7.5 Safety**

(See CAM 83-1)

**7.5.1** 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)

#### **7.6 Grievances**

**7.6.1** 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:

**7.6.1.1** 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.

**7.6.1.2** 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.

**7.6.1.3** 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.

**7.6.1.4** 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.

**7.6.2** All grievances shall be submitted containing the following:

- Division name;
- Grievant's name;
- Date of dispute or alleged MOU violation;
- Location of dispute;
- Description of the grievance;
- What action or adjustment is sought;
- What policy, agreement provision, rule, or verbal / written command is involved;
- Whether the grievance has been discussed with a supervisor;
  - If so, what response was given by the supervisor;
  - Why the grievant is not satisfied with the supervisor response;
- Grievant's signature or association representative.

Grievances shall not be completed during an employee's work hours or using City equipment.

**7.6.3** 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.

**7.6.4** 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)

**7.6.5** The above grievance procedure is not to be used for:

**7.6.5.1** The purpose of achieving changes in wages, hours and working conditions.

**7.6.5.2** To challenge the content of employee evaluations or performance reviews.

**7.6.5.3** 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.

**7.6.5.4** In cases of oral reprimand, written reprimand, punitive transfer, reduction in pay, demotion, suspension, or termination.

**7.6.5.5** To challenge examinations or the appointment to positions unless it violates an expressed provision of the MOU or law.

(MOU 12-14-02)

## **7.7 Management Rights and Responsibilities**

**7.7.1 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 MOU or by law to manage the City, as such rights existed prior to the execution of this MOU. 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:

- 7.7.1.1** To manage the City generally and to determine the issues of policy.
- 7.7.1.2** To determine the existence or non-existence of facts which are the basis of the management decision.
- 7.7.1.3** To determine the necessity and organization of any service or activity conducted by the City and expand or diminish services.
- 7.7.1.4** To determine the nature, manner, means and technology, and extent of services to be provided to the public.
- 7.7.1.5** To determine methods of financing.
- 7.7.1.6** To determine types of equipment or technology to be used.
- 7.7.1.7** 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.
- 7.7.1.8** 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.
- 7.7.1.9** 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.
- 7.7.1.10** 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.
- 7.7.1.11** To establish and modify productivity and performance programs and standards.
- 7.7.1.12** To discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for cause.
- 7.7.1.13** To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications and to reclassify employees in accordance with this MOU and applicable resolutions and codes of the City.
- 7.7.1.14** To establish reasonable employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.
- 7.7.1.15** To maintain order and efficiency in its facilities and operations.
- 7.7.1.16** 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.
- 7.7.1.17** To restrict the activity of an employee organization on municipal property and on municipal time except as set forth in this MOU.



**7.7.1.18** To take any and all necessary action to carry out the mission of the Agency in emergencies.

**7.7.2** 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.

**7.7.3** 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 MOU, Personnel Rules and Regulations or Departmental Rules and Regulations.

(MOU 12-11-78)

## **7.8** Changing Employee Representation Groups

**7.8.1** 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 MOU provisions of the old employee group.

(MOU 1-1-79)

## **7.9** Layoff Procedure

(See CAM 79-2 & MOU 1-1-79)

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

**7.9.2** 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.

**7.9.3** 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.

**7.9.4** 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.

**7.9.4.1** 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.

**7.9.4.2** 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.

**7.9.4.2.1** 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.

**7.9.5** 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.

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

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

**7.9.6.1** Probationary employees in reverse order of their classification job performance in the affected classification.

**7.9.6.2** 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.

**7.9.7** 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.

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

**7.9.7.1.1** 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.

**7.9.7.1.2** 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.

**7.9.7.1.2.1** 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.

**7.9.7.1.3** 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.

**7.9.8** 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.

**7.9.9** 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 the re-employment list who qualify for such vacancy prior to an open or promotional recruitment.

**7.9.9.1** 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)

**7.9.10** Duration of Reinstatement and Re-employment 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.

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

**7.9.10.1.1** The individual indicates that he/she will be unable to return to employment with the City during the life of the list; or

**7.9.10.1.2** 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)

**7.9.11** 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:

**7.9.11.1** Prior sick leave accruals.

**7.9.11.2** Seniority at time of layoff for purposes of determining merit increases, vacation accruals and future reduction in force.

**7.9.11.3** 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.

**7.9.12** 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.

**7.9.12.1** 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.

**7.9.12.2** 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)

**7.9.13** 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.

**7.9.14** 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.

## **7.10** Counseling Program

**7.10.1** The City agrees to meet and confer with the SMPOA 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.

**7.10.2** 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)

## **7.11** Special Provisions

### **7.11.1** Minimum Staffing Levels

**7.11.1.1** 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 of Police, Police Commander, K-9 Officer, Police Lieutenant, Watch Commander, Motor Officers, Community Services Unit, GST/NST, SET, Detective Bureau, Airport Officers, and Police Trainees in two person units.

### **7.11.2** Reimbursement for Travel on City Business

**7.11.2.1** It is agreed that reimbursement for travel on City business will be addressed on a Citywide 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)

### **7.11.3** Labor/Management Relations Committee

(MOU 12-17-13)

**7.11.4** 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)

**7.12 Prior and Existing Conditions**

**7.12.1** Except as expressly provided herein or by subsequent written agreement of the parties, there shall be no change to wages, hours, or other terms and conditions of employment.

(MOU 02-01-22)

**7.13 Pre-Emptive Laws**

**7.13.1** It is understood and agreed that this extension of the current MOU 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 MOU 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 MOU 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.

**7.14 Americans with Disabilities Act (ADA)**

**7.14.1** 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 MOU and/or the City personnel rules may be suspended in order to achieve compliance.

(MOU 1-17-95)

**7.15 Disciplinary Appeal Procedure**

**7.15.1** 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)

**7.15.2** Upon agreement of the Police Chief and the employee affected, an employee served with a disciplinary suspension may have the option of relinquishing accrued vacation leave or suffering a pay reduction equal to the amount of the suspension.

(MOU 02-01-22)

CITY OF SANTA MARIA

03/07/2022  
Date

  
Che Johnson, Co-Chief Negotiator

  
Andrew Hackleman, Co-Chief Negotiator

  
Lisa Christensen, HR Consultant III

  
Erica Anaya, HR Confidential Tech II

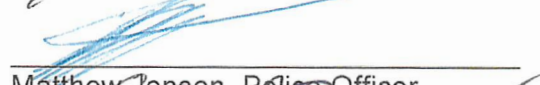
POA


03/11/2022  
Date

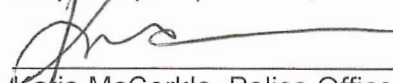
  
Rob Wexler, Chief Negotiator

  
Mathew Silver, SMPOA President

  
Jesus Garcia, Police Officer

  
Matthew Jensen, Police Officer

  
Stephen (Max) Shaffer, Police Officer

  
Katie McCorkle, Police Officer

**CHAPTER 8. 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.