

# MEMORANDUM OF UNDERSTANDING

## SANTA MARIA POLICE ASSOCIATION OF MIDDLE MANAGEMENT CALENDAR YEAR 2019-21

### TABLE OF CONTENTS

<b>CHAPTER 1. DEFINITIONS .....</b>	<b>1-1</b>
1.1    DEFINITIONS .....	1-1
<b>CHAPTER 2. RECOGNITION AND IMPLEMENTATION .....</b>	<b>2-1</b>
2.1    RECOGNITION .....	2-1
2.2    IMPLEMENTATION .....	2-1
<b>2.3    TERM .....</b>	<b>2-1</b>
2.4    MEET AND CONFER REPRESENTATIVES.....	2-1
<b>CHAPTER 3. COMPENSATION, WORK HOURS AND LEAVES.....</b>	<b>3-1</b>
<b>ARTICLE I. SALARIES AND SALARY ADJUSTMENTS .....</b>	<b>3-1</b>
<b>3.1    SALARIES .....</b>	<b>3-1</b>
3.2    SALARY AND BENEFIT SURVEY PROCEDURES.....	3-1
3.3    EQUITY ADJUSTMENTS .....	3-2
<b>ARTICLE II. HOURS OF WORK AND SPECIAL PAY PROVISIONS .....</b>	<b>3-3</b>
3.9    SPECIAL SALARY PROVISIONS .....	3-3
3.10   UNAUTHORIZED ABSENCE - AUTOMATIC TERMINATION.....	3-3
<b>3.11   OVERTIME .....</b>	<b>3-3</b>
3.12   EMERGENCY WORK RESPONSE .....	3-5
<b>3.13   HOLIDAYS.....</b>	<b>3-5</b>
3.14   CLOSING OF CITY OFFICES.....	3-6
3.15   WORK SCHEDULES .....	3-6
3.16   MOVE UP PAY .....	3-6
3.17   EDUCATIONAL INCENTIVE PAY .....	3-6
3.18   PAYROLL STEP PLAN.....	3-7
3.19   "Y" RATE .....	3-7
3.20   PAYROLL AND PAY PERIOD.....	3-7
3.21   PROBATIONARY PERIOD .....	3-7
3.22   HOURS OF WORK.....	3-8
3.24   RESIDENCY REQUIREMENTS .....	3-8
3.25   STANDBY PAY .....	3-8
3.26   TUITION REIMBURSEMENT .....	3-8
<b>ARTICLE III. VACATIONS AND SICK LEAVE .....</b>	<b>3-9</b>
<b>3.30   VACATION .....</b>	<b>3-9</b>
3.31   SICK LEAVE .....	3-9
<b>3.32   CONSTRUCTIVE RECEIPT.....</b>	<b>3-10</b>
<b>CHAPTER 4. RETIREMENT.....</b>	<b>4-1</b>
4.1    CALPERS .....	4-1
4.2    DEFERRED INCOME .....	4-2
4.3    CALPERS EPMC RE-OPENER .....	4-2
<b>CHAPTER 5. INSURANCE.....</b>	<b>5-1</b>
5.1    GENERAL ELIGIBILITY .....	5-1
5.2    DISABILITY INSURANCE .....	5-1
<b>5.3    HEALTH INSURANCE.....</b>	<b>5-1</b>

5.4	LIFE INSURANCE .....	5-2
5.5	DENTAL INSURANCE .....	5-2
5.6	OPTICAL INSURANCE .....	5-2
5.7	POST EMPLOYMENT HEALTH PLAN .....	5-2
<b>CHAPTER 6. UNIFORMS AND EQUIPMENT .....</b>		<b>6-1</b>
6.1	UNIFORM ALLOWANCE.....	6-1
6.2	PERSONAL PROPERTY/EQUIPMENT DAMAGED .....	6-2
6.3	SAFETY EQUIPMENT .....	6-2
6.4	VEHICLE REPLACEMENT .....	6-3
6.5	UNIFORM PATCHES AND BADGES.....	6-3
<b>CHAPTER 7. SPECIAL PROVISIONS .....</b>		<b>7-1</b>
7.1	SLOW DOWN, WORK STOPPAGE OR STRIKE .....	7-1
7.2	ASSOCIATION BUSINESS .....	7-1
7.3	RANGE QUALIFICATION.....	7-1
7.4	REPRESENTATION .....	7-1
7.5	SAFETY .....	7-1
7.6	GRIEVANCES.....	7-2
7.7	MANAGEMENT RIGHTS AND RESPONSIBILITIES.....	7-3
7.8	CHANGING EMPLOYEE REPRESENTATION GROUPS .....	7-4
7.9	LAYOFF PROCEDURE.....	7-4
7.10	COUNSELING PROGRAM .....	7-9
7.11	SPECIAL PROVISIONS .....	7-10
7.12	PRIOR AND EXISTING CONDITIONS .....	7-10
7.13	PRE EMPTIVE LAWS .....	7-10
7.14	AMERICANS WITH DISABILITIES ACT (ADA).....	7-10
7.15	DISCIPLINARY PROCEDURE.....	7-11

**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 the 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.

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/her designated representative.

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

EMPLOYEE - means all full-time Police Sergeants and Police Lieutenants of the City of Santa Maria.

EMPLOYEES' UNION - means the Santa Maria Police Association of Middle Management (SMPAMM).

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/her 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 s/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, police officer, police corporal, or management areas, all of which are identified in the City's resolution regarding employer-employee relations.

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

**2.1.1** Pursuant to the provisions of the City's Employer-Employee Relations Resolution, the Santa Maria Police Association of Middle Management has been found to be, and is recognized as, a majority representative of all sworn Police Sergeants and Police Lieutenants (not covered by a management unit).

**2.2 Implementation**

**2.2.1** This Memorandum of Understanding (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** This Memorandum of Understanding (MOU) shall expire and otherwise be fully terminated at 12:00 Midnight on December 31, 2021.

(MOU 05-21-19)

**2.4 Meet and Confer Representatives**

**2.4.1** SMPAMM 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 SMPAMM designated representative only.

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

**3.1.1** Effective at the beginning of the first pay period following completion of the required PERS process for modification of employer paid member contributions, a base salary increase of three and one half percent (3.5%) will be given to those unit members in the employ of the City on the date of Council approval of the MOU.

(MOU 04-17-18)

**3.1.2** Effective December 22, 2018, a base salary increase of three and one half percent (3.5%) will be given to those unit members in the employ of the City on the date of Council approval of the MOU.

(MOU 04-17-18)

**3.1.2.1** Effective the first full payroll period after the ratification by the City Council, a base salary increase of two percent (2%) will be given to those unit members in the employ of the City on the date of Council approval of the MOU.

(MOU 05-21-19)

**3.1.3** Effective the first full payroll period following December 31, 2019, a base salary increase of six percent (6%) will be given to those unit members in the employ of the City on the date of Council approval of the MOU.

(MOU 05-21-19)

**3.1.4** Effective the first full payroll period following December 31, 2020, a base salary increase of six percent (6%) will be given to those unit members in the employ of the City on the date of Council approval of the MOU.

(MOU 05-21-19)

**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 Sergeant to the position of Police Sergeant (or equivalent position) and the position of Police Lieutenant to Police Lieutenant (or equivalent position), in the surveyed agencies.

(MOU 04-17-18)

**3.2.2** The survey shall include for comparison purposes: the top merit 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.

(MOU 04-17-18)

**3.2.2.1** In 2016, the City and SMPAMM agreed that, lieu of EPMC, should fifty percent (50%) or more of the agreed to surveyed agencies have more than an "E" step or fifth step as their top "merit" step the City will agree to recognize the top "merit" step from other surveyed agencies and agree to incorporate said language in the ensuing MOU. However, as noted in Section 3.2.2, this is for comparison purposes and does not mandate the setting of salaries. The City and members of SMPAMM agree that the survey will be used as an indicator and that the City's ability to pay will always be paramount in setting compensation.

(MOU 04-17-18)

**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     |

**3.3 Equity Adjustments**

**3.3.1** Section intentionally left blank.

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

**3.9 Special Salary Provisions**

**3.9.1** 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/her or her regular salary within the individual's designated classification. Effective July 8, 2017, 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 03-07-17)

**3.10 Unauthorized Absence - Automatic Termination**

**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; and therefore does not have rights of appeal. However, 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 automatic termination provision being invoked. 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 voluntary absence, the determination of the appointing authority shall be final.

(Sideletter 08-27-14)

**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 workweek, unless otherwise provided for.

**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 12-03-13)

**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.

**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.

**3.11.1.5** The limit for accumulation of compensatory time off shall be 120 hours.

**3.11.1.6** 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.

**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 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 03-07-17)

**3.11.1.8** All employees represented by the SMPAMM 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 SMPAMM mutually acknowledge that police personnel assigned to a specialty assignment including motorcycle 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.

**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.

**3.11.1.10** The City agrees that an employee's work schedule shall not be adjusted to avoid paying overtime without an employee's consent or ten (10) days' notice.

(MOU 04-17-18)



**3.11.1.11** During the 2018, 2019, 2020 and 2021 calendar years, SMPAMM 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. This cash-out request must be received for processing no later than the second to the last pay period ending in each payroll calendar year.

(MOU 05-21-19)

**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 two-hour minimum, at time and one half the employee's regular rate of pay.

### **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.

### **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 and 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 (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. Following expiration of this agreement, holiday cash-out will sunset.

(MOU 05-21-19)

**3.13.1.1** Any floating holiday hours remaining on the books as of the end of the second to last 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.

**3.13.2** 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.

(MOU 01-06-15)

**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/she finds necessary.

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

**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. 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.

**3.16 Move Up Pay**

(See CAM 77-3)

**3.16.1** 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/she 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.

**3.17 Educational Incentive Pay**

(See CAM 76-4)

**3.17.1** 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%

**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** 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:

- 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%

**3.17.5** 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.

**3.18 Payroll Step Plan**

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

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

**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/her 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.

**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.

**3.21 Probationary Period**

**3.21.1** The probationary period for all employees shall be the completion of twenty-six (26) pay periods.

(MOU 04-18-17)

**3.22 Hours of Work**

**3.22.1** Effective with the implementation of the alternative patrol work schedule, Police Sergeants and Police Lieutenants may be assigned to work either five (5) – eight (8) hour shifts or four ten (10) hour shifts as agreed upon between the Police Chief and the SMPAMM. 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 SMPAMM. 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 04-17-18)

**3.22.2 Donning and Doffing:**

**3.22.2.1** The City does not require any employee in the unit represented by the SMPAMM, 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.

**3.24 Residency Requirements**

(See CAM 72-2)

**3.24.1** 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.

**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.

**3.25.2** 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 standby.

**3.26 Tuition Reimbursement**

**3.26.1** 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.

**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 12-03-13)

ARTICLE III. VACATIONS AND SICK LEAVE

**3.30 Vacation**

(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

**3.30.2** 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.

**3.30.3** 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.

**3.30.4** 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 predesignate a cash out up to sixty (60) 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 05-21-19)

**3.30.5** 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.

**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.

**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.

**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.

**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 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.

**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.

**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.

**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.

**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.

**3.31.8** 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.

**3.31.9** 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.

### **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.

(MOU 05-21-19)

**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:

(MOU 05-21-19)

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

(MOU 05-21-19)

**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, 2019 shall apply to hours accrued in 2020.

(MOU 05-21-19)

**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 is also within the payroll calendar year and must declare the selected pay period for cash out at the time of election.

(MOU 05-21-19)

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

(MOU 05-21-19)

**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.

(MOU 05-21-19)

**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.

(MOU 05-21-19)

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

(MOU 05-21-19)

**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 05-21-19)

**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, and prior to January 1, 2013 (“Tier I employees”), 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 at the beginning of the first pay period following completion of the required PERS process for modification of employer paid member contributions, Tier I employees shall contribute three percent (3%) members' contribution to CalPERS members' contribution to CalPERS.

(MOU 04-17-18)

**4.1.1.1** Effective December 22, 2018. Tier I employees shall contribute an additional three percent (3%) members' contribution to CalPERS members' contribution to CalPERS for a total of six percent (6%).

(MOU 04-17-18)

**4.1.1.2** Effective January 4, 2020, Tier I employees shall contribute an additional three percent (3%) members' contribution to CalPERS members' contribution to CalPERS for a total of nine percent (9%).

(MOU 04-17-18)

**4.1.2** The City shall provide the CalPERS 3% @ 55 retirement benefit for those sworn unit members hired on or after July 1, 2011, and prior to January 1, 2013, 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.

**4.1.3** 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.

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

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

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

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



**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.

**4.3 CalPERS EPMC Re-Opener**

**4.3.1** At the request of either party made during the term of this MOU, the City will request an actuarial from CalPERS on the Employer Paid Member Contribution (EPMC) special compensation benefit. After receiving the actuarial, either party can request to re-open 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.

**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.

**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 SMPAMM and sworn employees shall continue to pay the entire premium themselves.

(MOU 04-17-18)

**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 2019, the MEC is \$136 per month.

(MOU 05-21-19)

**5.3.2** Effective the first full payroll period after the ratification by the City Council, the pro-rated monthly optional medical insurance premium contribution, regardless of the plan chosen, shall be up to:

Employee Only	<u>\$632.44</u>
Family	<u>\$815.88</u>

(MOU 05-21-19)

**5.3.2.1** Effective the first payroll period after January 1, 2020, the monthly optional health insurance contribution, regardless of the health plan chosen, shall be:

<u>Employee Only</u>	<u>\$782.44</u>
<u>Family</u>	<u>\$965.88</u>

(MOU 05-21-19)

**5.3.3** The City shall provide a pro-rated cash-in-lieu option to those employees who do not elect to participate in the insurance PEMHCA medical insurance plan provided they are in compliance with the below stated evidence of coverage provision. If an employee is in a paid status is eligible to not participate in the PEMHCA medical insurance plan and elects the pro-rated cash-in-lieu option, sworn employees will receive \$470.00, on a monthly basis. Should the City and the SMPOA reach a signed agreement that results in the elimination of the cash-in-lieu for new hires, the City and SMPAMM agree to adjust the cash-in-lieu benefit to be consistent with the provisions adopted by SMPOA.

(MOU 03-07-17)

**5.3.4** To establish eligibility for the cash-in-lieu option, employees who do not elect to use the City-sponsored medical benefits shall provide evidence of major medical insurance coverage and sign a City provided form certifying that they have other continuing major medical insurance coverage in compliance with Federal and State law and regulations. Once eligibility has been established, to maintain continued eligibility to receive the cash-in-lieu option employees shall provide said documents prior to January 31st on an annual basis or as requested by the City. The employee must notify the City within 30 days of the loss of other minimum essential coverage. The cash-in-lieu option shall no longer be payable if the employee and family members cease to be enrolled in other minimum essential coverage. Should the City anticipate an adverse consequence as a result of the cash-in-lieu benefit, the City and SMPAMM agree to meet and confer regarding the impacts of the changes and how to proceed.

(MOU 03-07-17)

#### **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.

#### **5.5 Dental Insurance**

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

#### **5.6 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.

#### **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.

**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** For “classic” sworn employees, as defined by PEPRRA, 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.

**6.1.3** 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 required to wear uniforms on a daily basis. This uniform allowance shall terminate on the 31<sup>st</sup> consecutive calendar day of absences other than for vacation.

**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 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

## **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/she shall forward to the City Manager a report recommending just compensation.

**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. 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).

## **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
- Bulletproof vest

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

**6.3.2** 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.

**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.

**6.5 Uniform Patches and Badges**

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

(Reso. 97-13)

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

**7.1.1** SMPAMM 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, SMPAMM 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.

**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.

**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 SMPAMM include Police Sergeant and Police Lieutenant.

**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.

## **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/her own choosing in preparing and presenting his/her 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/her 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 on forms provided by the City.

**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 consistent with the intent of the Side Letter of Agreement with the SMPOA dated November 8, 2004 regarding disciplinary appeal procedures.

**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.

## **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.

## **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 MOU regarding the new employee group and the employee gives up any claim to the Memorandum of Understanding provisions of the old employee group.

## **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. The City reserves, retains, and is vested with solely and exclusively, the right to determine which employee(s) to lay off in accordance with the below procedures.

(MOU 03-07-17)

**7.9.2** 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 actual or perceived race, color, religion, sex, sexual orientation, marital status, registered domestic partner status, national origin, ancestry, physical or mental disability, medical condition, age, or any other basis protected by California or federal law.

**7.9.3** Employee Evaluation Performance Rating Categories: Where employee evaluation forms are used, those evaluations that have been presented to the employee within the last two years from the date of layoff shall be used. For purposes of this Layoff Section only, should no evaluations be given to an employee within the last two years from the date of layoff, the assumption will be (for purposes of layoff) that the employee is performing at an acceptable rating level. Employees with a rating of "Unacceptable" shall be demoted or laid off first; those with a rating of "Acceptable Minus/Improvement Needed" second; those with a rating of "Acceptable" third; those with a rating of "Acceptable Plus" fourth; and those in the "Superior" category last.

(MOU 03-07-17)

**7.9.4** Determining Length of Seniority:

(MOU 03-07-17)

**7.9.4.1** The following shall define seniority for the purposes of Layoff Section 7-9.

**7.9.4.1.1** In determining continuous Citywide service seniority, all uninterrupted full-time employment including periods of authorized leaves of absence, periods of employment prior to a previous layoff, in a full-time budgeted position, as listed in Schedule II of the Schematic List of Classes and approved in the adopted fiscal budget, shall be counted as continuous Citywide service seniority for full-time employees. Time served as a part-time employee or employment under a Federal program, shall not be credited toward full-time seniority for this purpose.

(MOU 03-07-17)

**7.9.4.2** The timing for employees to exercise their below options shall be made within 48 hours of official notification from the City. Said time requirements may be extended at the discretion of the City.

(MOU 03-07-17)

## **PHASE I**

**7.9.5** Transfer/Demote to Vacancy:

**7.9.5.1** Prior to initiating Sections 7.9.6 and 7.9.7, the City will transfer/demote any full-time employee, who has been employed by the City in a full-time capacity for less than twenty years and is to be affected by a reduction in force, to another full-time vacant position for which such employee may qualify, prior to initiating the below procedures. For a full-time employee with twenty years or more of full-time City service who is affected by a reduction in force, Section 7.9.5 herein will not apply.

(MOU 03-07-17)

**7.9.5.2** In situations where more than one employee is affected by a reduction in force and are qualified to transfer to a vacant position(s), the employee with the most continuous Citywide service, if qualified, shall be the first qualified employee to be transferred/demoted.

(MOU 03-07-17)

**7.9.5.2.1** Performance will be considered first, for employees with less than three years continuous service with the City.

(MOU 03-07-17)

**7.9.5.2.2** Employees who are transferred/demoted into a vacant position and are in a (layoff) probationary status pursuant to this section, will not be subject to being bumped by an employee who has less seniority while s/he is in a (layoff) probationary status.

(MOU 03-07-17)

## **PHASE II**

**7.9.6** Order of Reduction in Force: After exhausting the Transfer Provision as set forth in Section 7.9.5 (Phase I) the following procedures will apply:

(MOU 03-07-17)

**7.9.6.1** By this section, the City is not abrogating the management rights stated in Section 7.7 and Section 7.9.1; nor abrogating any other management right not specifically addressed herein. Once the City has determined which position will be affected by a layoff, prior to laying off City employees, the City will give consideration to reducing temporary agency staffing (non-City employees) that are employed through an employment agency, whom are performing similar work to the position determined to be affected by a lay off.

(MOU 03-07-17)

**7.9.6.1.1** In situations where more than one employee is affected by a reduction in force and are qualified to transfer to a vacant position(s), the employee with the most continuous Citywide service, shall be the first qualified employee eligible to be transferred/demoted.

(MOU 03-07-17)

**7.9.6.1.2** Probationary employees with the lowest overall job performance rating category in the affected classifications (Citywide) shall be laid off first and the affected laid-off probationary employee shall exercise their option to demote pursuant to Section 7.9.5; if identical for two or more employees, then by the employee with the least Citywide seniority, if still equal then by non-discriminatory random selection (such as lottery).

(MOU 03-07-17)

**7.9.6.1.3** Should there be need for further reduction, regular employees in the affected classifications (Citywide) laid off in the following order:

**7.9.6.1.3.1** For employees with less than three years of Citywide service as defined by the Determining Length of Seniority section above, the employee with the overall lowest performance rating shall be laid off first and the affected laid-off employee shall exercise their option to demote pursuant to Section 7.9.5; if identical for two or more employees, then by the employee with the least Citywide seniority; if still identical, then by length of service in existing classification; if still identical, then departmental seniority in the affected department, if still equal then by non-discriminatory random selection (such as a lottery).

(MOU 03-07-17)

**7.9.6.1.3.2** For employees with three years or more of Citywide service, as defined by the Determining Length of Seniority section above, the employee with the least continuous Citywide seniority shall be laid off first and the affected laid-off probationary employee shall exercise their option to demote pursuant to Section 7.9.5; if identical for two or more employees then by the employee with the lowest overall performance rating; if still identical, then by length of service in existing classification; if still identical, then departmental seniority in the affected department, if still equal then by non-discriminatory random selection (such as a lottery).

(MOU 03-07-17)

### **PHASE III**

**7.9.7** Bumping: After exhausting the Transfer Provision as set forth in Section 7.9.5 (Phase I) and exhausting the Order of Reduction in Force as set forth in Section 7.9.6 (Phase II), the following bumping procedures will apply.

(MOU 03-07-17)

**7.9.7.1** An employee designated to be laid off (as a result of the Order of Reduction in Force above), may bump into the next lower classification for which the employee is qualified within the same department, if the employee has previously held regular 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.

(MOU 03-07-17)

**7.9.7.1.1** Employees who have not actually held status in a lower classification shall be allowed to first demote to a vacant Citywide position (Phase I) in an equal or lower classification (salary range), or second to a Citywide position held by a City (new hire) probationary employee (Phase II) in such lower class for which they are qualified, but may not bump regular City employees already in the lower classification.

(MOU 03-07-17)

**7.9.7.1.2** Should there be no position to demote to (no vacant position for which the employee is qualified, or no position to bump into), said employee shall be subject to lay off.

(MOU 03-07-17)

**7.9.7.1.3** Notice: The appointing authority shall send written notice to the last known address of each employee affected by a layoff at least thirty (30) working days prior to the effective date of the action. The notice shall include the:

(MOU 03-07-17)

**7.9.7.2** (a) reason for the layoff; (b) classes to which the employee may demote, 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.

(MOU 03-07-17)

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

**7.9.8** Reinstatement of Employees Demoted: Employees with three or more years of service 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) seniority. For those with less than three years of Citywide service, their reinstatement will be based upon the performance evaluations. Vacant positions within a classification shall first be offered to employees on this reinstatement list.

(MOU 03-07-17)

**7.9.9** Re-Employment of Employees Laid Off: Employees who are laid off and who held probationary or regular 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 three or more years in the classification). For those with less than three years of Citywide service, their re-employment will be based upon the performance evaluations. Vacant positions in such classifications will be offered to eligibles on the re-employment list that qualify for such vacancies prior to an open or promotional recruitment.

(MOU 03-07-17)

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

(MOU 03-07-17)

**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 initial date of demotion or layoff. Eligibles not responding to written notification of an opening within fifteen working days from the date the notice is mailed to them shall have their names removed from either the reinstatement or re-employment lists.

(MOU 03-07-17)

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

(MOU 03-07-17)

**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.

**7.9.11** Restoration of Benefits upon Re-Employment: Upon re-employment following a reduction in force, a rehired employee will have the following benefits restored:

(MOU 03-07-17)

**7.9.11.1** Prior sick leave accrual balances.

(MOU 03-07-17)

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

(MOU 03-07-17)

**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/she was laid off, then salary placement will be made at a point either equivalent to his/her 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 reinstatement or re-employment list must serve a new one-year probationary period in order to attain regular status if they are appointed to a different classification which he/she has not previously held regular status or are placed in another department. The employee 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.

(MOU 03-07-17)

**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 reinstatement/re-employment list(s) which the employee had initially been on, prior to his/her appointment into the position for the remainder of the initial one-year period.

(MOU 03-07-17)

**7.10** Counseling Program

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

**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.

## **7.11 Special Provisions**

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

**7.11.1.1** 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.

### **7.11.2 Labor/Management Relations Committee**

**7.11.2.1** 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.

**7.11.2.2** The City and the Association agree to meet to discuss the Telestaff Software System and its impact on scheduling and time-off procedures and modifications regarding the Disciplinary Procedural Policies as well as Overtime Policies.

**7.11.2.3** The City and the Association agreed to meet to discuss modifications to Section 3.2 Salary and Benefit Survey Procedures and 7.9 Layoff Provisions within the first year of the MOU.

(MOU 01-06-15)

## **7.12 Prior and Existing Conditions**

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

## **7.13 Pre Emptive Laws**

**7.13.1** 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 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 SMPAMM 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.



**7.15 Disciplinary Procedure**

**7.15.1** The City and the Association agree that the disciplinary procedure, CAM 2003-01 dated January 2003 and the Side Letter of Agreement with the SMPOA dated November 8, 2004 shall apply to the SMPAMM.