

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF SANTA MONICA, CALIFORNIA
AND
SANTA MONICA POLICE OFFICERS ASSOCIATION
2017-2020**

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SANTA MONICA POLICE OFFICERS ASSOCIATION

CITY OF SANTA MONICA

ARTICLE I: GENERAL PROVISIONS

1.01. Parties to Memorandum

This Memorandum of Understanding ("MOU" or "Agreement") has been negotiated and prepared in accordance with the Meyers-Milias-Brown Act (Cal. Gov. Code Sec 3500 et seq), and has been executed by the City Manager on behalf of the City of Santa Monica (the "City") and by the Santa Monica Police Officers Association ("SMPOA"), on behalf of employees occupying the job classifications set forth in Exhibit A to this MOU.

1.02. Purpose

The parties agree that the purpose of this MOU is: to promote and provide harmonious relations, cooperation and understanding between the City and the employees covered herein; to promote an orderly and equitable means of resolving differences that may arise under this MOU; and to set forth the agreement of the parties reached as a result of meeting and conferring in good faith regarding matters within the scope of representation for employees represented by SMPOA.

1.03. Term of Agreement

This Agreement is effective on July 1, 2017, and remains in full force and effect until June 30, 2020. This Agreement will be renewed on a year-to-year basis thereafter unless either party provides written notification to the other by March 1st of the desire to terminate or modify this Agreement. Both parties agree to make every effort to schedule the first meeting no later than April 1st, with a signed contract desired by July 1st.

If this Agreement is automatically renewed as described above, all terms and conditions of the MOU shall remain in full force and effect except that employees represented by SMPOA shall receive a general salary increase (also known as a cost of living adjustment or COLA) equal to the highest salary increase received by any other City bargaining unit.

For the purpose of this provision, an equity adjustment granted to a specific job classification represented by a bargaining unit is not a general salary increase (or COLA) for that bargaining unit. Salary adjustments implemented for employees in a bargaining unit that represent a single job classification are considered to be equity adjustments.

1.04. Continuation of Terms

The wages, hours of work, and other terms and conditions of employment covered by this MOU, including those wages, hours of work, and other terms and conditions of employment in existence prior to this MOU although not specifically referred to by this MOU, shall constitute the wages, hours of work, and other terms and conditions of employment for the term of this MOU.

1.05. Ratification

This MOU is of no force or effect whatsoever unless or until ratified and approved by the membership of SMPOA and ratified and approved by resolution duly adopted by the City Council of the City of Santa Monica.

1.06. Recognized Employee Association Name

SMPOA is hereby acknowledged as the Recognized Employee Organization representing only the job classifications set forth in Exhibit A. It is the mutual understanding of the parties hereto that acknowledgment of SMPOA as the Recognized Employee Organization:

- A. Does not preclude employees in such job classifications from representing themselves individually in their employment relations with the City.
- B. Does not preclude or restrict the right of management officials to meet and consult with employees in such job classifications concerning their employment relations with the City.
- C. Does not permit (and hereby expressly prohibits) an employee occupying the job classification of Deputy Chief from representing SMPOA as an elected or appointed official of SMPOA or in disciplinary matters.

1.07. Scope of Representation

The scope of representation of SMPOA as the Recognized Employee Organization includes all matters relating to employment conditions and employer-employee relations including, but not limited to, wages, hours, and other terms and conditions of employment, except, however, that the scope of representation does not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order and that the scope of representation shall be exercised or performed in compliance with the City's employer-employee relations rules and applicable law.

1.08. Full Understanding, Modification and Waiver

The parties agree that each has had full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the scope of representation. This MOU constitutes the full and complete agreement of the

parties and there are no others, oral or written, except as specified in this Agreement. During the term of this MOU, either party may request the other to meet and confer in good faith with regard to any subject within the scope of representation that is not set forth in this MOU, provided that no changes regarding any such subject can occur without the mutual written agreement of the authorized representatives of the parties.

1.09. Management Rights Reserved

The City retains all rights not specifically delegated by this Agreement, including, but not limited to, the exclusive right to:

- A. Direct, supervise, hire, promote, suspend, discipline, discharge, transfer, assign, schedule, and retain employees.
- B. Relieve employees from duties because of lack of work or funds, or under conditions where continued work would be inefficient or nonproductive.
- C. Determine services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters.
- D. Determine the appropriate job classifications and personnel by which government operations are to be conducted.
- E. Determine the overall mission of the unit of government.
- F. Maintain and improve the efficiency and effectiveness of government operations.
- G. Take any necessary actions to carry out the mission of an agency in situations of emergency.
- H. Take whatever other actions may be necessary to carry out the wishes of the public not otherwise specified above or by collective agreement to the extent the City acts in a legal manner in compliance with applicable local, State and federal law.

1.10. Peaceful Performance of City Services

- A. It is mutually understood and agreed that participation by any employee in a strike or a concerted work stoppage terminates the employment relationship in the absence of specific written waiver of such termination by an authorized management official.
- B. It is mutually understood and agreed that none of the parties hereto will participate in, encourage, assist or condone any strike, concerted work stoppage, cessation of work, slow down, sit down, stay away, picketing or any other form of interference with or limitation of the peaceful performance

of City services. In the event of any such action, the City may take disciplinary action and has available to it any and all remedies provided by law.

- C. The protection of the public health, safety and welfare demands that neither SMPOA, and its members, nor any person acting in concert with them, shall cause, sanction, or take part in any strike, walk out, sit down, slow down, stoppage of work, picketing, delaying of work, abnormal absenteeism, withholding of services, or any other illegal interference with the normal work routine.
- D. The City agrees that there shall be no general lockout of bargaining unit members.
- E. Both parties agree to exercise good faith in complying with the terms and conditions of this MOU.
- F. The Director of Human Resources shall review the compliance with this MOU at least once every six months.
- G. The provisions of Section 1.10 apply for the same term as this MOU or during any renewal or extension thereof.

1.11. Validity of Memorandum of Understanding

If any provision of this MOU is determined to be invalid or illegal by a court of competent jurisdiction, or should any change be made in any Federal or State law, or in any rules and regulations implementing such legislation, or in any City Charter or Santa Monica Municipal Code provision which would be applicable and contrary to any provision herein contained, then such provision shall be superseded and severed from this MOU, and shall be replaced by a substitute benefit or provision of equal value or worth, with the remainder of this MOU to remain effect. The parties hereto shall immediately commence to negotiate for the purpose of determining the precise nature and form of such substitute benefit or provision to replace any such invalid or illegal provision.

1.12. Captions for Convenience

The captions herein are for convenience only and are not a part of this MOU and do not in any way limit, define, or amplify the terms and provisions hereof.

1.13. Equal Employment and Non-Discrimination

SMPOA and the City agree to adhere to any anti-discrimination and anti-harassment in the workplace policies set forth in the City of Santa Monica Administrative Instructions as well as applicable Federal and State anti-discrimination and equal employment opportunity laws.

1.14. Definitions

The following definitions are to be applied in the interpretation of this MOU:

- A. "Salary Range" means the five step (1 through 5) hourly or monthly pay scale (and the biweekly equivalent) assigned to each job classification.
- B. "Salary Range Steps 1 through 5" for each job classification means and is established to bear the following percentage relationship to Salary Range Step 5 computed to the nearest dollar. Normal progression through the range toward Step 5 shall be in annual step increments contingent upon satisfactory service in accordance with Section 5.02.

Step 1 - 81% of Step 5

Step 2 - 85% of Step 5

Step 3 - 90% of Step 5

Step 4 - 95% of Step 5

Step 5 - 100%

- C. "Nearest Dollar" means the next lower dollar when the computed amount is \$0.49 or less and the next higher dollar when the computed amount is \$0.50 or more.
- D. "Line-Item Position" means a position that is:
 - (1) specifically itemized in the personnel schedule of the annual budget of the City of Santa Monica; and
 - (2) eligible to accumulate vacation, sick leave and other time off in proportion to the percentage of the full-time 40-hour week.
- E. "Permanent Employee" means:
 - (1) An employee who is an incumbent, including a probationary employee, of a line-item position; or
 - (2) An employee who is an incumbent of a line-item position on authorized leave of absence from his or her position, which position is held for the employee pending the employee's return.

The term "permanent employee" shall not be construed to imply a guarantee of continued employment. However, no permanent employee who has completed his or her probationary period shall be denied the right to those due process protections appropriate to his/her status under the

Municipal Code and City Charter and applicable local, state, and federal law.

- F. "Exempt Employee" means an employee who occupies a position in a classification that has been determined by the City to be exempt from overtime as defined in the Fair Labor Standards Act ("FLSA").
- G. "Date of Entrance Anniversary" means the date that recurs annually after the date of entry into a position in the classified service of the City, either by original employment, re-employment or promotion. The date of entrance anniversary for employees with broken service shall be the date on which the last unbroken service was effective, unless the break in service is less than 12 months, in which case the employee's original date of entrance anniversary will be adjusted forward by the length of time between the date of separation and the date of reappointment.
- H. "Satisfactory Service" means the attainment of an overall rating of not less than "MEETS OVERALL STANDARDS" on the employee's most recent performance evaluation.
- I. "Full-time Work Week" includes any work schedule averaging 40 hours per week over a four-week period.
 - (1) The aforementioned work week includes all time spent, if any, for meal periods and briefing time as directed and assigned by the City. No extra compensation shall be granted for any work performed during said meal periods or briefing sessions, if any, and during said periods officers are subject to the direction and control of the City. No compensation shall be provided for attendance at any such voluntary period, unless otherwise required by the Fair Labor Standards Act.
 - (2) Employees whose work week is less than that defined as the full-time work week shall be compensated in that proportion of the compensation for full-time employment as the number of hours budgeted for that position bears to the full-time work week. Employees whose work week is greater than that defined as the full-time work week shall be compensated for hours in excess of the full-time work week on the basis of and in accordance with the provisions of Section 2.03 hereof relating to overtime.
 - (3) Employees who regularly work less than the full-time work week shall accrue vacation, sick leave, floating holiday, and other time off in the same ratio as the average number of hours they work per week is to the full-time work week for the position occupied. Participation in the City's Employee Assistance Program (EAP) and medical, dental,

vision, and life insurance benefits shall be provided to said employees as if they were employed on a full-time basis.

- J. "Base Salary" means the employee's salary and does not include any bonuses or any supplemental pays.
- K. "Regular Rate of Pay" means the employee's base salary plus longevity, educational incentive, and any other supplemental pays required to be included by the Fair Labor Standards Act (FLSA).
- L. "Pay" means compensation for regular hours worked, sick leave, bereavement leave, vacation, holidays, and/or jury duty.
- M. "In Pay Status" means receiving pay.
- N. "Completed calendar month of service" means a calendar month in which an employee has been in pay status for at least eleven (11) eight hour days or the equivalent number of hours.

1.15. Overpayment Remedy

Employees shall reimburse the City for any overpayment of wages or benefits. Said reimbursement is not required until the City notifies the affected employee in writing. If the overpayment was not the result of fraud or misrepresentation by the employee, the overpayment will be reimbursed by payroll deductions over a time period equal to the time period that the overpayment was made, or by any other reasonable repayment method mutually acceptable to the City and the employee. If the overpayment was the result of fraud or misrepresentation, the overpayment will be reimbursed by immediate lump sum payroll deduction(s). In any event, a lump sum deduction is required if the next subsequent employee payroll warrant is the final or termination warrant issued to the affected employee.

1.16. Payments At Separation

When employees leave the service of the City they shall be entitled to lump sum payoff at the regular rate of pay of any unused vacation hours, unused accrued compensatory time, and unused paid leave specified in Section 3.07(A)(3). No claim shall be made against the City for the use or payoff of unused sick leave, nor shall the effective date of separation be extended by use of any of the paid leaves described above.

If allowed by Section 457 of the Internal Revenue Code (IRC), an employee separating from City service can defer all or a portion of the lump sum payments that the employee is entitled to receive upon separation, with the total amount deferred by the employee for the tax year in question not to exceed the maximum deferral amount allowed under Section 457 of the IRC.

ARTICLE II: COMPENSATION

2.01. Effective Date Of Salary-Related Changes

Notwithstanding any other provision contained herein, salary-related changes provided herein are effective on the first day of the payroll period closest to the effective date stated herein.

2.02. Base Salaries

Base salaries of employees are on a monthly rate and paid on a biweekly basis. In lieu of the biweekly equivalent to the monthly rate, the City Manager may fix the compensation of any position at an hourly rate. In positions for which the work week averages 40 hours, the hourly rate is determined by dividing the biweekly rate by 80.

- A. Effective at the beginning of the first pay period of FY 2017-2018, the Step 5 base salaries of employees that were in effect as of the end of FY2016-2017 shall be increased by six percent (6%).
- B. Effective at the beginning of the first pay period of FY 2018-2019, the Step 5 base salaries of employees that were in effect at the end of FY2017-2018 shall be increased by two and one half percent (2.5%).
- C. Effective at the beginning of the first pay period of FY 2019-2020, the Step 5 base salaries of employees that were in effect as of the end of FY2018-2019 shall be increased by two and one half percent (2.5%).
- D. Effective at the beginning of the first pay period that includes January 1, 2019 and the beginning of the first pay period that includes January 1, 2020, the Step 5 base salaries of employees shall be increased, if necessary, by the percentage equivalent to the amount required to cause the "net pay", as defined below, of the Police Officer job classification to be the second highest of the "net pay" paid to employees at top step, with five years of service, of a comparable classification in the following local police departments: Torrance, Beverly Hills, Inglewood, Gardena, Culver City, Pasadena, Glendale, El Segundo, Burbank, and Redondo Beach. For the purpose of this section, "net pay" is defined as base salary plus the value of employer paid member retirement contributions less employee paid retirement contributions (both member contributions and employer contributions pursuant to Cal. Gov. Code Sec. 20516) Any salary increase that results from this provision is considered an equity adjustment..

2.03. Overtime

Overtime means work by employees in excess of the employee's regularly assigned work day or in excess of the employee's regularly scheduled work week or work period, provided such excess hours of work have had the prior approval of

an authorized departmental management official. All authorized overtime shall be compensated by cash payment based upon one and one-half (1 1/2) times the hourly rate equivalent of the employee's regular rate of pay computed to the nearest one tenth of an hour.

Each employee may elect to receive up to 80 hours per fiscal year of overtime compensation, after conversion to premium time at the rate of time and one-half, in the form of compensatory time off in lieu of a cash payment. All such compensatory time off must be utilized during that same fiscal year. The employee also has the option of cashing out, at the regular rate of pay, some or all of his/her accrued compensatory time during the fiscal year by adding the time to his/her time card. Any such accrued compensatory time not utilized or cashed out during that fiscal year shall be compensated by a cash payment at the conclusion of that fiscal year. The utilization of compensatory time off shall be accomplished in the same manner and subject to the same terms and conditions as the use of vacation leave.

The Police Chief, at his/her discretion, may increase the maximum amount of compensatory time off that may be earned in any given fiscal year to allow an employee to maintain an ongoing bank of up to 80 hours, provided that compensatory time off may not be utilized if it will result in the obligation to provide overtime compensation to replace that employee.

Employees who hold a position in the job classification of Deputy Police Chief, Police Captain or Police Lieutenant are, in accordance with the Fair Labor Standards Act (FLSA), exempt from overtime. Notwithstanding the foregoing, employees in the classifications of Police Captain and Police Lieutenant are entitled to overtime compensation at their straight time rate of pay for all work in excess of their regularly scheduled work week or work period that is performed while working "special events" in a Police Captain or Police Lieutenant capacity (e.g., Marathon and Concerts) as authorized by the Police Chief. No positions that could be filled by employees represented by the Association on a voluntary basis may be offered to or filled by peace officers employed by other agencies unless there are not a sufficient number of volunteers among employees represented by the Association. This provision will not preclude the Police Chief from filling those vacancies by mandating employees to work in an overtime capacity.

No adjustments at later dates will be allowed in the City's time keeping system unless the employee shows that an error was made when the time was entered into the system.

2.04. Call Back Pay

If a supervisor determines that it is necessary to call back any full-time employee to work outside of his/her regularly scheduled work hours, compensation shall be as follows:

- A. The employee who would regularly be off duty for the entire period worked shall receive the applicable overtime hourly rate of pay, as defined in Section 2.03, for all hours actually worked, but in no event shall the employee receive less than the equivalent of four hours' overtime pay. For prearranged details where there is a time gap between the end of the employee's regularly scheduled work shift and the commencement of the prearranged detail, the minimum compensation shall be four hours' overtime pay as described above.
- B. Where the overtime worked commences within two hours (or, in the case of prearranged details, four hours) before the beginning of the employee's regularly scheduled work shift, the employee shall receive overtime compensation at the applicable overtime hourly rate of pay for all time transpiring between the commencement of the overtime and the time that the regularly scheduled work shift was scheduled to begin. Except as provided above, employees shall not have their work schedule temporarily changed to avoid the payment of compensation under this Section. This provision does not prevent the Department from permanently changing the schedules of groups of employees.

This Section does not apply to overtime resulting from an extension of the regular work shift, court appearances, court standby, or filming assignments. Where an employee has completed any of the assignments identified in the preceding sentence, the critical staffing level will be determined by the Watch Commander with regard to the extension of the employee's assignment.

2.05. Telephone Calls While Off-Duty

If an employee receives a telephone call while off duty regarding a work-related issue, he/she shall be paid for two hours at the employee's straight-time base rate of pay. Multiple telephone calls regarding the same issue will be compensated as one telephone call. This provision does not apply in cases where the telephone call is related to an error made by the employee who is called. This provision does not apply to employees in the classifications of Deputy Police Chief, Police Captain, and Police Lieutenant.

2.06. Off Duty Appearances

Employees who appear at an official proceeding while off duty in response to a subpoena or directive relating to a matter that arose during the course and scope of their employment shall receive compensation as follows:

- A. Except as provided below in Subsections B., C., and D., employees who would regularly be off duty for the entire period of the appearance shall receive the applicable overtime hourly rate of pay, as defined in Section 2.03, for either the actual number of hours in attendance, including noon

recess if the appearance extends beyond the lunch hour, or a minimum of three hours, whichever is greater.

- B. Where the appearance commences within three hours before the beginning of the employee's regularly scheduled work shift, the employee shall receive overtime compensation at the applicable overtime hourly rate of pay, as defined in Section 2.03, on an hour-for-hour basis, for all time transpiring between the commencement of the appearance and the time that the regularly scheduled work shift is scheduled to begin. In the event of a situation that would have invoked the provisions of Section 2.04 of this Agreement, an employee may be assigned to perform law enforcement duties that otherwise would have been performed on a call back basis during the time between the end of the appearance and the commencement of the employee's regularly scheduled work shift without being entitled to any additional compensation over and above that described in this Subsection B.
- C. Where an appearance begins three or less hours after the end of the employee's regularly scheduled work shift, the employee shall receive overtime compensation at the applicable overtime hourly rate of pay, as defined in Section 2.03, on an hour-for-hour basis, for all time transpiring between the end of the regularly scheduled work shift and the conclusion of the appearance. In the event of a situation that would have invoked the provisions of Section 2.04 of this Agreement, an employee may be assigned to perform law enforcement duties that otherwise would have been performed on a call back basis during the time between the end of the employee's regularly scheduled work shift and the commencement of the appearance without being entitled to any additional compensation over and above that described in this Subsection C. However, if the appearance commences on the employee's regularly scheduled day off, the employee shall also be entitled to a minimum of three hours' overtime compensation as provided above in Subsection A.
- D. The provisions of Subsection A. apply if an appearance that is scheduled to occur on an employee's scheduled day off (e.g., an approved vacation) is canceled less than 12 hours before the time the appearance is scheduled to begin.
- E. The provisions of this Section do not apply if an appearance that is scheduled to occur outside the employee's regularly scheduled work hours on the employee's regularly scheduled work day is canceled any time before the time of the appearance.
- F. Except as provided above in Subsection B., if an employee is ordered to report to work after having signed out from the appearance in accordance with Department policy, for other than his/her regularly scheduled work shift, then the provisions of Section 2.04 apply.

An employee who appears in court on a day that is a regularly scheduled work day and is excused before the beginning of his/her regular work hours, may request to begin work early. If an employee elects to work early under this Section, the employee's work shift will end early by the same amount of time by which the employee began his/her work shift early. When the Department approves such employee-initiated action, he/she shall forfeit any overtime compensation for the hour(s) applied to his/her regular work hours. Except as provided above, individual employees shall not have their work schedules changed to avoid the payment of compensation under this Section. This provision does not prevent the Department from changing the schedules of groups of employees.

- G. An employee shall receive overtime compensation in the amount of four hours at the applicable overtime hourly rate of pay as defined in Section 2.03 when that employee is ordered or compelled to appear, or receives a notice, directive or subpoena to appear, less than 24 hours before the designated appearance date and time.

2.07. Official Appearance Standby

Whenever an employee has been placed in an on call or standby status while off duty in response to a subpoena or directive in relation to a matter that arose during the course and scope of employment, the following shall apply:

- A. For (1) the first session (either morning or afternoon) during a calendar day, and (2) the second session during a calendar day where the required appearance is in connection with a different matter than was involved in the first appearance, employees shall receive compensation as follows:
 - 1. Employees who are off duty for the entire period of the session shall receive three hours as accrued compensatory time off. That compensatory time off must be used by the end of the fiscal year in which it is earned or it will be cashed out at the employee's regular rate of pay.
 - 2. Where the standby or on call assignment commences within three hours before the beginning of the employee's regularly scheduled work shift, the employee shall receive compensation at the regular rate of pay on an hour-for-hour basis for all time transpiring between the commencement of the standby or on call assignment and the time the regularly scheduled work shift is scheduled to begin.
 - 3. The provisions of paragraph 1 of this Subsection A. apply if a standby or on call assignment that is scheduled to occur on an employee's scheduled day off (e.g., an approved vacation) is canceled less than 12 hours before the time the assignment is scheduled to begin.

4. The provisions of this Section do not apply if a standby or on call assignment that is scheduled to occur on an employee's scheduled work day is canceled any time before the commencement of the standby or on call assignment.
- B. For the second session in connection with the same matter on that calendar day, the employee shall receive compensatory time off on an hour for hour basis. That compensatory time off must be used by the end of the fiscal year in which it is earned or it will be cashed at the employee's straight time regular rate of pay.
- C. Employees who are called to appear after having been in an on call or standby status shall be compensated as follows:
 1. An employee who is required to appear during the initial session on a calendar day that the employee is placed in an on call or standby status shall receive appropriate overtime compensation at the regular rate of pay, as defined in Section 2.03, as if the appearance began at the time the on call or standby assignment commenced.
 2. An employee who is in an on call or standby status during the first and second sessions and is required to appear during the second session shall receive straight time compensation for the first session in accordance with Subsection A.1. of this Section and shall receive appropriate overtime compensation for the second session in accordance with Subsection C.1. of this Section.
- D. An employee will have 90 minutes to appear after he/she is called to appear in court.

2.08. On-Call Pay

An on-call position means an employee who is required to respond back to work during a seven-day period beginning on Monday and ending on Sunday.

The following positions shall be eligible to receive on-call pay on a regular basis as determined by the Police Chief: up to six positions in the Office of Criminal Investigations (OCI) and up to six positions in the Office of Special Enforcement (OSE). An employee holding one of the designated positions will only be eligible to receive the on-call pay for those periods for which it is mandatory that the employee report back to work if he/she is called or paged. Employees who are called back to work under this Section shall receive overtime compensation, if appropriate, only for time actually worked with no minimum guarantee.

An employee designated as on-call shall be paid \$200 for each seven-day period. The amount of the on-call pay shall be prorated for on-call assignments less than a seven-day period.

It will not be mandatory for employees other than those holding one of the positions designated in this Section to respond or report back to work if called back except in the event of a general call-back in the case of an emergency.

Any reassignment resulting in the discontinuance of on-call pay does not constitute a demotion under City Charter Section 1110 and Municipal Code Section 2.04.410

SMPOA shall not assert, nor represent or provide representation to any member in asserting, that the discontinuance of the on-call pay constitutes a demotion under City Charter Section 1110 and Municipal Code Section 2.04.410 or a punitive action within the meaning of the Public Safety Officer's Procedural Bill of Rights Act, Government Code Section 3500 et. seq.

2.09. Longevity Compensation

Each employee shall receive additional monthly compensation at the rates and for the service periods set forth in the following table:

<u>% Payment</u>	<u>Years of Continuous Service</u>
2.7% of base salary	Over 5 years to 10 years
7% of base salary	Over 10 years to 15 years
11.1% of base salary	Over 15 years
14% of base salary	Over 20 years

For the purpose of this provision, service means service in position(s) covered by this Agreement.

2.10. Educational Incentive Pay

As an incentive for educational advancement, the City shall pay an amount equal to 6% of the applicable base salary after attainment of an Intermediate Certificate from the State Commission on Peace Officers Standards and Training (POST) or attainment of an AA or AS degree, or the equivalent in terms of numbers of units and courses taken, in a field that is relevant to the profession of a sworn law enforcement officer from an accredited college or university. The City shall pay an amount equal to 12.8% of the applicable base salary after attainment of an Advanced Certificate from POST or attainment of a Bachelor's degree in a field that is relevant to the profession of a sworn law enforcement officer from an accredited college or university. The Director of Human Resources will confer with the Police Chief regarding what fields of study are relevant to the profession of a sworn law enforcement officer.

Any employee who through inexcusable neglect fails to satisfy the minimum POST-mandated training requirements is disqualified from receiving the benefits provided in this Section until he/she becomes compliant.

An employee may submit a proposed course of study to the Director of Human Resources to obtain advance approval that the proposed course of study would

meet the criteria for educational incentive pay. If the employee receives advance approval for the course of study and he/she successfully completes the course of study, the degree received and/or the number of units and courses completed will be counted towards meeting the criteria for educational incentive pay.

2.11. Motorcycle Detail

Prior to July 1, 2002, employees who are assigned to the motorcycle detail received a bonus pay of \$350 per month. As of July 1, 2002, in lieu of a work assignment bonus, an adjustment of 5% was made to the base salaries of employees assigned to the motorcycle detail. Employees who were assigned to the motorcycle detail as of July 1, 2002, will receive the difference (i.e., \$350 less the 5% salary adjustment + subsequent cost of living adjustments to that 5% salary adjustment) until such time that either the 5% adjustment plus subsequent cost of living adjustments to that 5% salary adjustment equals \$350/month or the employee is transferred out of the motorcycle detail, whichever occurs first. Employees assigned to the motorcycle detail after July 1, 2002, are not eligible to receive the salary adjustment described in this paragraph.

Employees who are assigned to the motorcycle detail have the option of home-garaging the motorcycle and riding the motorcycle back and forth between home and work for any and all duty assignments. The employee who elects to home-garage his/her motorcycle cannot stop along the way for personal business while riding the motorcycle to and from work. The motorcycle must also be stored inside a locked garage and cannot be parked on the street or driveway.

2.12. Canine Officer - Additional Compensation

Employees who are assigned to the canine officer detail are entitled to compensation for the off-duty hours spent caring for, grooming, feeding, and training their canine and maintaining their canine vehicle/unit. To receive such compensation, officers assigned to the canine detail must have responsibility for the caring, grooming, feeding, and training of a canine. The parties acknowledge that the Fair Labor Standards Act, which governs the entitlement to compensation for canine duties, entitles the parties to agree to a reasonable number of hours per month for the performance of off-duty canine duties. The Fair Labor Standards Act also allows the parties to agree on appropriate compensation for the performance of canine duties. It is the intent of the parties to fully comply with the requirements of the Fair Labor Standards Act. In addition, both parties believe that the following agreement does comply with the requirements of the Fair Labor Standards Act.

Compensation for Canine Officer Detail

Employees assigned to the canine officer detail shall be paid an additional 5% of base salary, which is compensation for 15 hours per month, which is the reasonable number of hours per month that the canine officer spends off duty caring for, feeding, grooming and training the dog that has been assigned to the

officer, and maintaining the canine vehicle/unit. The parties agrees that this additional compensation is intended to compensate the canine officer for off-duty canine duties on an overtime basis at one and one-half times the officer's regular rate for canine duties. Regular rate for canine duties will be determined for each canine officer by dividing 5% of the officer's monthly base pay by 15 hours and then dividing that amount by 1.5.

Employees assigned to the canine officer detail who must take their canine to the veterinarian in an emergency shall submit a written request to the Police Chief or the Chief's assigned designee for additional compensation for the hours spent performing such work. In addition, if a canine officer is required to perform duties (in rare occurrences) that cause a substantial increase in the normal off-duty hours worked for that month, he/she may request, in advance of the work, that additional compensation be provided. Such additional compensation must be approved in advance before any such work is performed. Any additional compensation shall be compensated at one and one-half times the canine officer's regular rate of pay, the calculation of which is described in the preceding paragraph.

In addition to the foregoing, as of the beginning of each fiscal year, employees assigned to the canine officer detail who have the responsibility for the feeding, grooming, caring, and training of a canine shall receive 60 hours of compensatory time off. An employee assigned to the canine officer detail after the beginning of the fiscal year shall receive a prorated number of hours of compensatory time off, with the number of hours received being five hours for each full calendar month remaining in that fiscal year. Pursuant to Section 2.03, any unused compensatory time off will be cashed out at the end of the fiscal year.

Any reassignment resulting in the discontinuance of the additional 5% compensation received under this provision shall not constitute a demotion under City Charter Section 1110 and Municipal Code Section 2.04.410.

SMPOA shall not assert, nor represent or provide representation to any member in asserting, that the discontinuance of the additional compensation under this Section constitutes a demotion under City Charter Section 1110 and Municipal Code Section 2.04.410.

SMPOA agrees that loss of these benefits through normal rotation of employees does not constitute punitive action for the purposes of the Public Safety Officers' Procedural Bill of Rights Act, Government Code Section 3500 et. seq.

2.13. Bilingual Pay

Qualified employees who meet all the following criteria shall receive a bilingual skill pay of \$100 per month:

- (1) The employee must be assigned to speak or translate a language in addition to English. This may include specialized communication skills such as sign language.

- (2) An employee must be in an assignment where he/she is required to use such skills on a regular basis.
- (3) To become qualified, an employee must be certified as qualified through an examination administered by the Human Resources Department.

An employee who qualifies for bilingual pay under this Section because of Spanish language skills shall receive an additional \$50 per month, for a total of \$150 per month.

An employee who has not been certified and qualified and is not receiving bilingual skill pay will not be required to utilize this skill except in an emergency situation.

If, during the term of this Agreement, a higher bilingual pay is provided by the City Council to any other bargaining unit, employees covered herein shall receive the higher rate.

2.14. Promotional Pay Rate

If the rate of pay being received by an employee being promoted is equal to or greater than the entrance salary of the new position, the employee's salary shall be increased to the next higher rate to that attained in the former position. If the promotion is to a supervisory position, the employee promoted shall receive a base pay rate that is at least 5% greater than the base pay rate of his/her highest paid subordinate, providing that the salary range established for the promotional position shall not be exceeded.

2.15. Y-Rating

When a demotion due to reorganization or reclassification results in the lowering of an employee's salary range, the employee's salary shall be Y-rated. "Y-rated" means the maintenance of the employee's salary rate at the level effective the day preceding the effective date of the personnel action placing the employee in a lower salary range. The employee's salary shall remain at such level until the salary range of the new classification equals or exceeds the Y-rated salary.

When a demotion due to failure to pass probation in a promotional position results in the employee being demoted back to the lower level position held by the employee prior to his/her promotion or where the demotion is in lieu of a layoff, the employee's salary will not be Y-rated. Instead, the employee's salary will be set at the same salary step in the lower level position which the employee had reached prior to his/her promotion to the higher level position.

2.16. Acting Pay

Whenever an employee is directed to perform all the duties and assume all of the responsibilities of a higher classification for a minimum of 80 consecutive work hours, that employee shall be paid at the lowest salary step of the higher

classification that results in a salary increase of at least 5% for all time worked in the higher classification.

ARTICLE III: SUPPLEMENTAL BENEFITS

3.01. Health Insurance Programs

A. Medical Insurance

The City shall continue to contract with the California Public Employees' Retirement System (CalPERS) to make available to employees and their dependents, and to eligible retirees and their dependents, the health insurance benefits available under the Public Employees Medical and Hospital Care Act (PEMHCA), as set forth in Government Code Section 22751 et seq. (hereinafter referred to as the "CalPERS Program").

Each employee desiring to be covered hereunder may participate, on a pre-tax basis, in an Internal Revenue Code Section 125 plan.

The City shall contribute toward the payment of premiums under the CalPERS Program on behalf of each eligible employee and, to the extent required by law, each eligible retiree annuitant, the minimum monthly amount required by CalPERS, which is currently \$128.

In addition, effective July 1, 2017, each month the City shall make contributions on behalf of eligible employees toward a cafeteria plan. The amount of the City cafeteria plan contribution for each eligible employee will be based on the employee's actual medical insurance premium, not to exceed the premium for the level of coverage (e.g., employee only, employee plus one dependent, or family) under the CalPERS Program plan selected by the employee, and shall be the difference between (a) the amounts set forth in the next paragraph and (b) the minimum monthly amount required by CalPERS specified in the preceding paragraph.

The amount to be inserted in (a) of the preceding paragraph shall equal 92% of the actual medical insurance premium for the coverage selected by the employee as of January 1, 2017, not to exceed the premium for the level of coverage (e.g. employee only, employee plus one dependent, or family) under the CalPERS Program selected by the employee, plus 92% of any future premium increases that are 15% or less per annum.

Effective January 1, 2018, the amount to be inserted in (a) of the same paragraph shall equal 90% of the actual medical insurance premium for the coverage selected by the employee as of January 1, 2018, not to exceed the premium for the level of coverage (e.g. employee only, employee plus one dependent, or family) under the CalPERS Program selected by the

employee, plus 90% of any future premium increases that are 15% or less per annum.

Effective January 1, 2019, the amount to be inserted in (a) of the same paragraph shall equal 89.5% of the actual medical insurance premium for the coverage selected by the employee as of January 1, 2019, not to exceed the premium for the level of coverage (e.g. employee only, employee plus one dependent, or family) under the CalPERS Program selected by the employee, plus 89.5% of any future premium increases that are 15% or less per annum.

Effective January 1, 2020, the amount to be inserted in (a) of the same paragraph shall equal 89% of the actual medical insurance premium for the coverage selected by the employee as of January 1, 2020, not to exceed the premium for the level of coverage (e.g. employee only, employee plus one dependent, or family) under the CalPERS Program selected by the employee, plus 89% of any future premium increases that are 15% or less per annum.

Each eligible employee has the right to elect medical coverage from those available under PEMHCA. The portion of the premium for which the employee is obligated to pay may be paid through one of the following two arrangements selected by SMPOA: (a) payment to first be made from the employee's 125 Plan account, or (b) direct payment by SMPOA. SMPOA may also, upon written notification to the City and concurrence by the City, select an arrangement other than the two arrangements listed as (a) and (b) to make that payment.

An employee who is fully covered by his/her spouse's health insurance plan, may elect not to receive medical coverage under the PEMHCA, and shall instead be entitled to a cash payment equal to the cost of the then current employee only premium rate under the PORAC plan per month.

Each month, the City shall contribute \$142 on behalf of each eligible employee into a trust administered by SMPOA in accordance with federal and state laws. The monthly contribution for an employee will only be made for each month that the employee is eligible to receive medical insurance coverage under the CalPERS Program. In addition, each employee shall contribute to the trust a monthly amount designated by SMPOA, which is currently \$198. Effective January 1, 2018, the anticipated monthly contribution will be \$210. Effective January 1, 2019, the anticipated monthly contribution will be \$215. Effective January 1, 2020, the anticipated monthly contribution will be \$220. The trust will be used to pay all or part of insurance premiums for eligible retirees and dependents. SMPOA is responsible for all costs associated with establishing and administering the trust. City contributions to said trust are governed by applicable federal and state laws.

The City is not responsible for any tax liability associated with contributions to or payments made from the trust.

The City warrants that the cafeteria plan is a bona fide IRS Section 125 cafeteria plan. The regular and intended effect of the implementation of the plan, under current law, is to enable employees to choose between the receipt of benefits that are not subject to either State or Federal income tax and benefits that are subject to tax without the choice resulting in a taxable event. Notwithstanding the foregoing, as a result of a tax law change, any tax liability associated with the contribution made by the City to the cafeteria plan shall be paid by the employee upon whose behalf the contribution to the cafeteria plan is made. Thus, the tax liability provision shall be interpreted to mean that, if a change in IRS regulations or tax law makes cafeteria benefits taxable, the employee (not the City) is responsible for the taxes. In the absence of such a change, the provision pertaining to tax liability shall have no effect.

SMPOA must pay to CalPERS all of the amounts required for administrative fees for covered employees and their eligible dependents, and for retiree annuitants and their eligible dependents. The amount required by CalPERS for administrative fees for covered employees and their dependents shall be paid through payroll deduction by each employee on a biweekly basis in the same manner as the employee's medical insurance premium contribution.

B. Dental Insurance

The City shall continue to provide to all employees and their eligible dependents, the benefits available under the existing dental insurance plan maintained by the City, with the City to pay 100% of the premiums for said dental insurance plan, provided that employees and eligible dependents participate in the City-provided dental insurance plan. The City retains the right to change the provider of this benefit.

C. Vision Insurance

The City agrees to continue to provide vision care insurance, at no cost, to employees and their eligible dependents. The City retains the right to select the provider and to set levels of coverage for said vision care insurance plan. The City also retains the right to change the provider of said vision insurance plan and/or the level of benefits provided under that plan without meeting and conferring.

D. Life Insurance

Except for employees who hold a position in the job classification of Police Lieutenant, Police Captain or Deputy Chief, the City shall not provide City-paid life insurance coverage for employees.

An employee who holds a position in the job classification of Police Lieutenant, Police Captain or Deputy Chief shall be provided a City-paid term life insurance policy in the amount of two times the employee's annual base salary. If an employee is promoted to one of the covered classifications, he/she shall be provided a City-paid term life insurance policy in the amount of two times the employee's base salary as of the first of the month following the date of his/her promotional appointment. Any adjustments to the amount of the life insurance needed to reflect an increase in the employee's annual base salary will be made each January 1st.

E. Flexible Spending Account

The City has implemented a Flexible Spending Account pursuant to Internal Revenue Code Section 125 Plan for employees for the purposes of enabling employees to pay for IRS qualified health care costs that are the responsibility of the employee. Each employee desiring to be covered under the Plan may contribute, on a pre-tax basis, monies into the Plan that can be used by the employee to pay on a pre-tax basis medical insurance premium contributions that the employee is required to make under the terms of this MOU, and qualifying medical expenses and dependent care.

3.02. Retirement

1. Retirement benefits shall be provided pursuant to the City's contract with the California Public Employees' Retirement System (CalPERS) and in accordance with the Public Employees' Retirement Law ("PERL") (Gov. Code, § 20000 et seq.) and CalPERS regulations.

2. Employees who are not "new members" as defined in Government Code Section 7522.04(f) (who have been determined by CalPERS to be "classic members") are provided the following retirement benefits:

a) Safety 3% @ 50 retirement formula (Gov. Code, § 21363.1)

b) Final Compensation Period – One Year (Gov. Code, § 20042)

c) Effective July 1, 2017, the Employer Paid Member Contribution (EPMC) benefits provided under Government Code Section 20691 will be discontinued; the City will no longer pay any portion of the required normal member contribution equal to 9% of pensionable income. The entire member contribution shall be paid by each affected employee.

d) "Classic members" shall pay to CalPERS the entire 9% member contribution as described above. In addition, in accordance with Government Code Section 20516(f) pursuant to a cost-sharing

arrangement, employees shall also contribute 6.5% of "compensation earnable."

Effective commencing with the first pay period of FY 2018-2019, in accordance with Government Code Section 20516(f) pursuant to a cost-sharing arrangement, employees shall contribute 7.5% of "compensation earnable."

Effective commencing with the first pay period of FY 2019-2020, in accordance with Government Code Section 20516(f) pursuant to a cost-sharing arrangement, employees shall contribute 8.5% of "compensation earnable."

3. Employees hired on or after January 1, 2013, who are "new members" as defined in the Public Employees' Pension Reform Act of 2013 (Government Code Section 7522.04(f)), are provided the following retirement benefits:

- a) Safety 2.7% @ 57 retirement formula (Gov. Code, § 7522.25(d);
- b) Final Compensation Period – Three Years (Gov. Code, § 20037;
- c) "New members" shall be required to contribute at least one-half of the total normal cost as calculated and established in the annual CalPERS valuation report. Should the total normal cost of the plan change by one percent or more from the base total normal cost established for the plan, the new member rate shall be 50% of the new normal cost rounded up to the next highest quarter percent.

4. The City contracts for the following optional benefits, which apply to all employees:

- a) 1959 Survivor Benefit Level 4 (Gov. Code, § 21574);
- b) Pre-Retirement Option 2W Death Benefit (Gov. Code, § 21548);
- c) Pre-Retirement Death Benefits to Continue After Remarriage of Survivor (Gov. Code, § 21551);
- d) Post-Retirement Survivor Allowance (Gov. Code, §§ 21624, 21626, 216228);
- e) Post-Retirement Survivor Allowance to Continue After Remarriage (Gov. Code, § 21635);
- f) \$500 Retired Death Benefit (Gov. Code, § 21620);

g) 2% Annual Cost of Living Allowance Increase (Gov. Code, § 21329);

The effective retirement date of an employee who has been found to be entitled to an industrial disability retirement is the earlier of: (a) the date selected by the employee; or (b) 30 calendar days from the date on which the City notifies the employee that all appeal rights have been waived or exhausted and he/she is going to be granted an industrial disability retirement by the City.

The City will, upon the written request of an employee who has been found eligible for an industrial disability retirement, make advance monthly disability retirement payments to the employee. The amount of the advance monthly disability retirement payment will be 50% of what the City estimates will be the employee's monthly disability retirement benefit from CalPERS.

The City will, upon the written request of an employee who has filed his/her retirement application with CalPERS, provide the employee with his/her pay history for the time period designated by the employee as the employment period to be used by CalPERS for the calculation of his/her monthly retirement benefit from CalPERS. The City will provide the employee with a list of the forms of compensation that the City reports to CalPERS as compensation earnable for the purpose of calculating an employee's retirement benefit from CalPERS.

3.03. Deferred Compensation

It is hereby agreed that employees are eligible to participate in the City's deferred compensation plan.

3.04. Equipment Provided/Reimbursed

The City shall provide each newly-hired employee with a service weapon, holster, ammunition, nightstick, handcuffs, raincoat, rain boots, keys, pepper spray and holder, patches, helmet, leather belt, cuff case, ammunition holder, baton ring, keepers, key holder, walkie talkie accessories, vest, and coveralls for certain assignments. Employees newly assigned as motorcycle officers shall be provided with boots, breeches, leather jacket, helmet, eye protection, and gloves. Employees newly assigned to beach detail shall be provided on a reimbursement basis with shorts, T-shirt, and a hat. Such equipment shall remain the property of the City during its useful life. Replacement of these items for all employees, other than in circumstances where loss or damage is due to the employee's negligence, shall be at City expense. If an employee is reimbursed by any third party for damage to any of the above items, said reimbursement shall be remitted to the City if the employee has previously been reimbursed by the City.

3.05. Uniform Allowance

In addition to the benefits provided under Section 3.04, each employee occupying a regular full-time position in a job classification covered herein, shall receive a

monthly uniform maintenance allowance of \$80. This allowance along with the benefits available under Section 3.04 shall be in addition to and are not intended to replace the rights of employees to secure payment or reimbursement for items of clothing or other personal property lost or damaged in the line of duty pursuant to Labor Code Section 2802.

3.06. Mileage Reimbursement

Reimbursement to employees for the authorized use of personal automobiles on City business shall be at the rate established by the City Council.

3.07. Sick Leave Cash-Out

A. If an employee has 22 or more days of accumulated sick leave at the end of any contract year, in the first pay period of July of the following contract year that employee may, if he/she is on the payroll during that pay period:

- (1) "Bank" unused sick leave.
- (2) Convert unused sick leave to payment based upon the hourly rate equivalent of the monthly regular rate of pay, as defined in Section 1.14.K., on the June 30th preceding the date of payment computed to the nearest one tenth of an hour as follows:

<u>Less Than 10 Years Service</u>		<u>10 or More Years Service</u>	
<u># Days Used Prior To End of Contract Year</u>	<u>#Days Available For Pay/PTO</u>	<u># Days Used Prior To End of Contract Year</u>	<u>#Days Available For Pay/PTO</u>
0	6	0	12
1	5	1	11
2	4	2	10
3	3	3	9
4	2	4	8
5	1	5	7
6	0	6	6
6+	0	7	5
		8	4
		9	3
		10	2
		11	1
		12	0
		12+	0

- (3) Elect on or before July 1st to receive cash payment or convert to a paid time off bank, or any combination of cash/paid time off, as computed in subsection (2) above. Cash payment shall be made at the employee's regular rate of pay. Conversion of days to paid time off shall be only for immediate use and shall not accrue to the employee's vacation balance. That is, such converted paid time off shall be used during the fiscal year starting as of July 1st following the election made by the employee. Such converted paid time off shall be used before the use of any vacation days. An employee may only use converted paid time off if it is not necessary to replace the employee on an overtime basis. If the employee is unable to use the converted paid time off by the end of the fiscal year, he/she shall receive a cash-out for the unused converted paid time off at the rate of pay which would have applied if the employee had elected at the end of the preceding fiscal year to receive cash payment for his/her unused sick leave.

Payment for unused sick leave as specified in (2) and (3) above shall be made in a separate check rather than in the employee's regular payroll check.

3.08. Sick Leave Bonus

Each employee covered herein, except a probationary employee in the position of Police Officer, shall receive a bonus of \$250 if his or her sick leave usage in a contract year is less than the average sick leave usage for all employees covered herein, except probationary employees holding the position of Police Officer, during the same contract year. The payment will be made by separate check within thirty (30) days after the end of the contract year in question. In computing the average, no employee shall be deemed to have used more than twenty four (24) days of sick leave in the contract year, regardless of actual usage.

3.09. Filming Assignments

Employees shall be exclusively assigned to provide public safety for filming companies filming on location within the Santa Monica City limits. Employees so assigned shall receive overtime compensation for all hours worked under the terms of Section 2.03, with an eight-hour minimum. The City may include administrative overhead costs as charges or fees to the filming company. Such assignments are expressly conditioned upon the filming company agreeing to reimburse the City for all costs relating to the assignment of such employee including, but not limited to, worker's compensation insurance premiums for the purpose set forth in this Section. Employees may volunteer for this assignment by placing their names on an availability list. Assignments will be made from that list on a rotating basis. However, if an insufficient number of sworn personnel are available from that list to serve a particular project, the City may assign any such employees who are willing to work such project. The Department shall supply the necessary two-way radio communication between the employee and the Police Station and

transportation from the station to the filming site. Subject to the provisions of this Section, the administration of this program shall be performed by the City at its discretion and this Section shall be promulgated as Police Department rules and regulations. Employees in the classification of Police Officer shall receive a bonus of \$50 for each day assigned to movie overtime.

3.10 Vacation Cash-Out

Each employee has the option to cash out accrued vacation leave based upon the years of service completed at the time of the exercise of the option on two occasions each calendar year (on or about July 1 and the last paycheck in December), as follows:

<u>Years of Service Completed</u>	<u>Maximum number of total cashable hours</u>
Less than 5 years	Up to 30 hours
5 years or more	Up to 60 hours

In order to exercise this option with respect to the July 1st cash-out, an employee must, before the end of the preceding calendar year, designate the number of hours, up to the applicable maximum number of hours allowed, that he/she would like to cash out effective July 1st. If the employee fails to make a designation, he/she will not be allowed to cash out any hours at that time.

In order to exercise this option with respect to the December 31st cash-out, an employee must, before the end of the preceding calendar year, designate the number of hours, up to the applicable maximum number of hours allowed, that he/she would like to cash out effective December 31st. If the employee fails to make a designation, he/she will not be allowed to cash out any hours at that time.

Once an employee has elected to participate in the Vacation Cash-Out Program, the total number of hours designated for cash-out will be automatically processed and paid. If an employee has a lower balance of vacation leave than elected vacation hours, only available vacation hours at the time of cash-out will be processed.

For employees who elect to cash out vacation hours as specified above, those hours will be paid to the employee at the end of the fiscal year at the same time as the Sick Leave Buy Back Program.

ARTICLE IV: LEAVES

4.01. Paid Holidays

There are 12 holidays approved by the City for employees. The holidays are:

New Year's Day - January 1
Dr. Martin Luther King's Birthday - Third Monday in January
Lincoln's Birthday - February 12th
Washington's Birthday - Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Admissions Day - September 9
Columbus Day - 2nd Monday in October
Veteran's Day - Fourth Monday in October
Thanksgiving Day - Fourth Thursday in November
Christmas Day - December 25
All Other Holidays Declared By The City Council

Since employees are required to work on the holidays approved by the City and are not allowed to take the holiday off, or take another scheduled work day off in lieu of taking the holiday off, each employee shall receive additional compensation in lieu of the approved holidays listed above. The additional compensation in lieu of each holiday shall equal ten hours at the employee's regular rate of pay. The additional compensation in lieu of all 12 holidays shall be prorated and paid on a quarterly basis each fiscal year. Each employee who is on the payroll at the beginning of the quarter will receive the additional compensation described herein.

4.02. Vacation Leave

Each employee shall accrue vacation leave with pay on the following basis:

- A. Following completion of the first six calendar months of continuous service, 60 hours.
- B. Thereafter, up to and including five completed years of continuous service, 10 hours for each completed calendar month of service.
- C. Thereafter, up to and including ten completed years of continuous service, 12 hours for each completed calendar month of service.
- D. Thereafter, 14 hours for each completed calendar month of service; and
- E. In addition, those employees who have completed ten or more years of service as of June 30th of each year shall receive 40 hours of personal leave which must be used within the subsequent 12 months. Any personal

leave that has not been used by the end of that 12-month period (i.e., by the next June 30th) shall be forfeited.

- F. Vacation benefits may be accumulated to a maximum of three times the particular employee's annual accrual rate. If an employee reaches his/her maximum vacation accrual limit (i.e., three times the employee's annual accrual rate), he/she may accrue additional leave equal to one year's accrual of vacation leave. However, the additional leave accrued will be regarded as personal leave, not vacation leave, and is not subject to cash-out, either during the employee's tenure with the City or upon the employee's separation from the City.

4.03. Sick Leave

The use of sick leave shall be defined as in the Santa Monica Municipal Code, hereby incorporated as if set forth in full herein, except as follows:

- A. Sick leave is defined as absence from duty because of the employee's illness or off the job injury, exposure of the employee to contagious diseases as evidenced by certification from an accepted medical authority, medical or dental appointments of the employee or the employee's dependent spouse or children that could not be scheduled during non-work hours, with proper advance notification to the employee's supervisor, or illness or injury of the employee's spouse, children, or other family members as provided under applicable law. For the purposes of this section, an employee's domestic partner and the children of the employee's domestic partner are covered by this provision.
- B. Each employee accrues sick leave at the rate of eight hours for each completed calendar month of continuous service.
- C. For all employees, sick leave begins with the first day of illness.
- D. Full-time employment, for the purpose of this section, shall be construed as the 40-hour week regardless of the hours actually worked in a calendar week. An employee who is employed for less than 40 hours per week accrues sick leave in proportion to the sick leave for full-time employment as the number of hours per week budgeted in that position bears to the 40-hour week.
- E. The Director of Human Resources shall devise standardized forms and procedures for the maintenance of sick leave records.
- F. The right to benefits under the sick leave plan shall continue only during the period that the employee is employed by the City. This plan does not give any employee the right to be retained in the services of the City, or any right of claim to sickness disability benefits after separation from the service of the City.

- G. Notwithstanding anything contained in this section, no employee is entitled to receive any payment or other compensation from the City while absent from duty by reason of injuries or disability received as a result of engaging in outside employment for monetary gain or other compensation, or by reason of engaging in business or activity for monetary gain or other compensation.
- H. Any employee who is absent because of sickness or disability shall notify his Department Head or other supervisor in accordance with the Department's Policy and Procedure Manual.
- I. At the written request of the appointing authority, the Director of Human Resources may require an employee to submit to an examination by the City's medical examiner, and if the results of the examination indicate that the employee is unable to perform his/her duties or in the performance of his/her duties exposes others to infection, the employee shall be placed on administrative sick leave without privilege of reinstatement, until adequate medical evidence is submitted that the employee is competent to perform his/her duties or will not subject others to infection. Any employee so examined has the right to submit the reports of a competent medical authority of his/her own selection, and at his/her own expense, in addition to the report submitted by the City's medical examiner. In the event of a conflict of opinion and/or recommendations of the two examiners, a third examiner shall be selected by the first two examiners, and a final decision shall be made by the Personnel Board based on the three reports.
- J. In the event of a conflict with state or federal law, the City will comply with the provisions of applicable state or federal law.

4.04. Leave of Absence Without Pay

An employee may be granted a leave of absence without pay upon application approved by the Department Head and the City Manager. Such leave may not exceed one year's time. Upon expiration of the leave, the employee shall be reinstated to the position held before the leave was granted, with full seniority, except that when the leave is for more than 30 days, seniority rights shall extend only to the date of commencement of the leave. Such leave shall be granted only in those cases where an employee's record of service and qualifications make it desirable for the City to retain the employee's services even at the cost of some inconvenience to the City.

4.05. Bereavement Leave

Bereavement leave of not more than 40 hours with pay shall be provided for absence from duty due to the death of a member of the employee's immediate family, meaning the employee's: spouse, domestic partner, child, stepchild, child of the employee's domestic partner, brother, sister, parent, stepparent,

stepbrother, stepsister, parent-in-law, son-in-law, daughter-in-law, grandparent, and grandchild. Bereavement leave of not more than 30 hours, with pay, shall be provided for absence from duty due to the death of an employee's sister-in-law, brother-in-law, uncle, aunt, niece, and nephew. Requests by employees for an additional 10 hours with pay, for a total of 40 hours leave with pay, due to the death of a relative for whom only 30 hours leave with pay is granted, shall not be unreasonably denied by the City where unique circumstances warrant granting the request. Requests of employees to supplement this bereavement leave through use of additional paid leave benefits such as sick leave or vacation shall not be unreasonably denied by the City.

4.06. Military Leave

The City will observe the military leave requirements of applicable state and federal law.

4.07. Workers' Compensation Leave

Workers' compensation leave shall be in accordance with applicable California State law.

4.08. Parental Leave

Employees who demonstrate that they have primary responsibility for the care of a new child, are entitled to a leave of absence totaling four months immediately following the child's birth or adoption and shall be returned to the same position occupied prior to the leave upon its expiration. Paid vacation leave, and sick leave if applicable, as well as unpaid leave shall be counted toward the four-month total. Additional leave may be requested under the provisions of this MOU governing leaves of absence without pay.

Primary responsibility may be established by providing documentation that the employee's spouse is medically incapacitated or that the spouse is gainfully employed during hours the employee is normally scheduled to work and no schedule change for the spouse is possible.

Maternity leave is not the same as parental leave and shall be administered in accordance with applicable federal and state law.

4.09. Job Sharing

The Police Department shall consider requests from permanent employees to job share a budgeted full-time position. Upon receipt of a request from two permanent employees to job-share, the Police Chief shall determine whether or not a job-share arrangement is operationally feasible. If the job-share arrangement is granted, nothing in this provision requires the Department to maintain a job-share arrangement for a full-time budgeted position. Upon the determination of the Police Chief, the job-share arrangement can be ended at any time upon notification to the

two job-share employees. Said notification shall be made at least three months in advance of the date on which the job-share arrangement is to end. If one of the job-share participants elects to discontinue the job-share arrangement, the job-share arrangement will be immediately discontinued for both employees, with no advance notification being required. If a job-share arrangement is discontinued, the job-share participants will be offered full-time budgeted positions, provided that full-time positions are available. The job-share employees will be placed in any vacant full-time positions based on seniority in the Department as a sworn employee. The job-share employees cannot bump a less senior employee out of his/her permanent full-time budgeted position. The job-share employees are not eligible to receive voluntary overtime assignments. Each employee in a job share arrangement shall be compensated in that proportion of the compensation for full-time employment as the number of hours the employee is regularly scheduled to work bears to the full-time work week, with the total number of regularly scheduled work hours for the job-share employees not to exceed 40 hours per week. Compensation includes base salary, and any other compensation, including bonuses or skill pays, provided by this Agreement. Each employee in a job-share arrangement shall accrue vacation, sick leave, and other time off in the same ratio as the number of hours the employee is regularly scheduled to work bears to the full-time work week, with the total number of regularly scheduled work hours for the job-share employees not to exceed 40 hours per week. Participation in the City's Employee Assistance Program (EAP) and medical, dental, vision and life insurance benefits shall be provided to employees in a job-share arrangement as if they were employed on a full-time basis.

4.10. Minimum Staffing

At all times between midnight and 6:00 a.m., the Police Department shall make reasonable efforts to have at least eight employees in the classification of Police Officer who are able to perform the full range of patrol functions on duty, with the Police Chief or his/her designee having the option to temporarily alter the minimum staffing level based on operational needs.

4.11. Assignment of Voluntary Overtime

The Police Department shall make reasonable efforts to assign voluntary overtime by means of an equitable process to those employees who want to work overtime and follow established procedures to make that desire known to management. The equitable process refers to the initial assignment of overtime only. The Police Department is not responsible for the assignment of overtime that results from the voluntary relinquishment, trading, or no-show by the initially assigned employee. Nothing in this section shall be construed as implying that any employee has the right to be assigned overtime, whether voluntary overtime or otherwise. Nothing in this section shall be construed as limiting existing management rights or prerogatives to assign or schedule the assignment of overtime to any employee covered by this Agreement. Copies of voluntary overtime listings will be made available by the Police Department to SMPOA.

The Police Department will make reasonable efforts to post voluntary overtime schedules ten calendar days in advance of the event. If the Police Department does not post voluntary overtime ten calendar days in advance, an attempt will be made by the Police Department to notify the affected employee(s) through their work mail box, by telephone, e-mail, text message, or other personal notification. Any of these methods will be deemed sufficient. If the overtime schedule is not posted with ten calendar days and if the Police Department fails to use one of the above methods to attempt personal notification, the affected employee(s) will not be subject to disciplinary action for failing to appear for the voluntary overtime assignment.

4.12. Probationary Period

Any appointment from an eligible list to the position of Police Officer is subject to a probationary period of 12 months. However, upon the determination of the Police Chief, with the review and approval of the Director of Human Resources, the probationary period can be extended for up to an additional six months. To become effective, this extension must be submitted to the Director of Human Resources at least ten calendar days prior to the expiration of the 12-month probationary period. The Police Department shall notify the probationary employee at the time the request is submitted to the Director of Human Resources.

If a probationary employee is absent thirty (30) or more days, his/her probationary period will be extended by the same amount of time the employee was absent during his/her probationary period.

4.13. Family Leave

The City hereby agrees to implement family and medical leave in accordance with the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA) for all employees. These statutes shall supersede and be implemented in lieu of any contract language or City policy/practice that provides a lesser benefit.

Before the issuance of any administrative regulations pertaining to leave under the CFRA or FMLA, the City agrees to discharge its meet and confer obligation with SMPOA.

4.14. Leave Covered by Long Term Disability Insurance

An employee who is absent from work and is receiving benefits from a long-term disability (LTD) insurance plan may elect not to use applicable accrued paid leave time after he/she has met the required waiting period for LTD benefits. It is further understood that the employee is responsible for paying the premium for all City-provided health insurance plans, such as, but not limited to, medical, dental, and vision, if the employee elects either not to use his/her accrued paid leave time or exhausts his/her accrued paid leave time. The only exception would be if Federal

or State law requires the City to pay the premium(s) for City-provided health insurance plan(s).

4.15. Personal Leave

No more than 25 employees in the classification of Police Officer assigned as a Field Training Officer (FTO), no more than 5 employees in the classification of Police Sergeant assigned as an FTO, and all employees in the classification of Police Officer assigned "lead duties," are eligible to receive up to 80 hours of personal leave each fiscal year. At the beginning of each quarter (July 1st, October 1st, January 1st, and April 1st) of the fiscal year, an employee who has been assigned as an FTO or assigned "lead duties" shall accrue 20 hours of personal leave. The employee has until the end of the fiscal year to use the accrued personal leave. Any accrued personal leave not used shall be automatically cashed out to the employee at the end of the fiscal year in which it is accrued.

SMPOA shall not assert, nor represent or provide representation to any member in asserting, that the discontinuance of the personal leave benefit constitutes a demotion under City Charter Section 1110 and Municipal Code Section 2.04.410 or a punitive action within the meaning of the Public Safety Officers' Procedural Bill of Rights Act, Government Code Section 3500 et. seq.

ARTICLE V: WORKING CONDITIONS

5.01. Safety

The City shall provide a reasonably safe and healthy working environment in accordance with applicable State and Federal laws, rules and regulations. SMPOA agrees that where safety devices or items of protective equipment are required, their use shall be mandatory.

5.02. Effect Of Job Performance On Salary

The City Manager, in exceptional cases, based upon specific appraisal of the importance and difficulty of the work and the experience and ability of a person to be employed, may authorize entrance salaries higher than the minimum; and in the case of a current employee, may authorize special increases above the amount prescribed in the salary schedule for the class and length of service of the employee. In no event, however, shall the rate exceed the maximum rate for that job classification.

Notwithstanding any provisions contained herein, there will be no increase in wages of any kind as a result of a "NOT ACCEPTABLE" rating on the employee's periodic performance rating. There will be no subsequent increases in wages until the NOT ACCEPTABLE rating has been improved to at least the "MEETS OVERALL STANDARDS" level. If overall performance is rated NOT ACCEPTABLE, an employee may be dismissed from service. Any overall rating in the "BELOW SATISFACTORY" category may delay the next scheduled salary step increase at the discretion of the appointing authority. Such action shall remain in effect until the overall rating has been improved to at least a "MEETS OVERALL STANDARDS" level.

5.03. Employee Parking

Employees shall be provided with a parking location and parking card or other identification placard to park in City workplaces. In order to encourage employees to commute using alternative means of transportation other than single occupancy vehicle (SOV) driving, a parking cashout incentive shall be offered. Each POA member shall have the option to commit to a non-SOV driving form of transportation as her/his principal mode of transportation and forego receiving a card or other parking identification placard in exchange for a monthly payment (cashout) in the amount of \$100. Employees will not be eligible for cashout if they drive alone (SOV) to work and park in an alternative location to their designated parking location.

In order to facilitate the need for parking cashout participants to drive to work and park occasionally, the City will provide a pay-per-use parking card (or other mechanism based on available technology) upon request by the employee to park in the Civic Center parking facility. The first five uses of the card per month will not be charged. Based on the number of times the employee drives to work alone

(SOV) during the month, beginning with the sixth monthly usage of the card, the employee will be charged \$10 per use to be deducted from the following month's cashout payment. Participants receiving the cashout who park in uncontrolled lots will receive a day pass to park when needed. For each day pass issued, beginning with the sixth used each month, the employee will be charged \$10 per use to be deducted from the following month's cashout payment.

The cashout for the upcoming month shall be paid in the first paycheck of the month and is currently taxable. If tax laws are modified to allow the cashout to be designated as pre-tax, the City will then provide the cashout as a pre-tax benefit. Employees receiving cashout may opt out of the program by notifying the program administrator and a parking card or identification placard shall be issued, which will be valid beginning the first day of the following month, and parking cashout will be cancelled.

This provision does not apply to employees who travel to and from work in a City provided vehicle on a regular basis.

This program will be implemented effective January 1, 2018.

The employees covered by this Agreement recognize that the City must comply with regulations issued by the Air Quality Management District (AQMD) and the City's Transportation Demand Management (TDM) Plan Ordinance. If members of the bargaining unit's Average Vehicle Ridership (AVR) is not progressing towards meeting the AQMD or TDM ordinance targets and it becomes necessary to consider charging for parking during the term of this Agreement in order to comply with City, State or Federal requirements regarding transportation management, the City will meet and confer with POA, before any employee(s) would be subject to such a charge.

5.04. Conduct Review

The procedures for reviewing the conduct of an employee shall be those procedures contained in the Police Department's Policy and Procedures Manual as of the effective date of this Agreement. SMPOA may appoint one member for any committee convened to review the appropriateness of conduct of an employee covered by this Agreement, including those which may result in discipline. The committee member designated by SMPOA shall be furnished copies of all reports, recommendations, and other documentation prepared by the conduct review committee in the discharge of its official duties.

5.05. Use of Civilian Employees and Volunteers

Civilian employees and volunteers in the Police Department shall not generally engage in enforcement actions where it could be expected, or reasonably known, that an arrest could be made. In those situations where an incident will likely result in an arrest, civilian employees shall notify the communications center and request a police officer for assistance. Civilian employees shall not:

- A. Act as a primary investigating officer for the purpose of a criminal prosecution or file cases with prosecutors, except in cases involving animal control regulations.
- B. Take any enforcement action other than those outlined within the employee's job specifications. This section does not preclude the civilian employee from completing Field Interview Cards, issuing administrative citations for violations of the Municipal Code, or issuing parking citations.
- C. Replace sworn officers in overtime assignments (including, but not limited to, 3rd St. Promenade Foot Beat, Main Street Foot Beat, Pier Foot Beat, filming assignments, beach details, concerts, dances, City Council and board and commission meetings) with the exception being those field assignments where sworn officers have not been routinely used or unless sworn personnel have declined the overtime.

Volunteers are limited to performing traditional clerical duties and shall not take crime or accident reports.

Nothing in this Agreement restricts the continued use or deployment of SMPD police explorers or interpreters.

The above restrictions may be temporarily modified in cases of emergency where common sense dictates exceptional or non-traditional assignments, as determined by the Police Chief.

5.06. Layoffs

Any employee may be separated from his/her employment for an indefinite period of time by the City because of lack of work, lack of funds, abolition of position, or other similar causes. Such action is designated as a layoff and shall entitle the laid-off employee to be placed on the re-employment list for his/her job classification. Layoffs shall be governed by seniority within a particular sworn job classification, with service in a higher-paying classification in the same promotional line counting as service in that job classification. That is, the employee being laid off shall be the employee with the lowest seniority, as defined herein, in the particular sworn job classification involved. Re-employment from layoffs shall be in the reverse order in which the layoffs occurred. Any position may be abolished by the City Council, and should such abolished position be reinstated, the laid-off employee shall be entitled to re-employment in accordance with the rules governing layoffs.

If there is a class of sworn positions of a lower rank, and in the same promotional line as the class of positions from which layoff is made, the Police Chief shall demote the employee scheduled for layoff to a position in such lower ranking sworn job classification. The employee with the lowest seniority in that classification, as defined herein (which includes all time served in the higher paid classification from which an employee was bumped down pursuant to this provision), may in turn be

laid off or bumped down in the same manner, with the end result being that the last individual employed in the lowest ranking sworn job classification may be laid off.

5.07. Work Schedule

- A. All employees in the classifications of Police Sergeant and Police Officer who are assigned to patrol shall be scheduled to work, during each 28-day work period, a 3/12.5 work schedule consisting of three consecutive 12.5 hour work shifts and four consecutive days off in a seven-day period, except that on one occasion during the 28-day work period, the employee shall be scheduled to work a 10-hour work shift on what otherwise would have been a regularly scheduled day off ("Payback Day"). The Payback Day shall immediately precede or immediately follow a regularly scheduled 12.5 hour work shift and shall be scheduled to occur within any time that falls within the beginning and ending time parameters of the normally scheduled 12.5 hour work shift.
- B. Six-month deployment cycles shall commence (a) at the beginning of the first pay period in April and (b) at the beginning of the first pay period commencing in October. Management will make every attempt to begin the sign-up for these deployment cycles no later than four weeks prior to the beginning of the deployment cycle to ensure that the sign-up is completed at least two weeks prior to the beginning of the deployment cycle. During each six-month deployment sign-up period, the start time of the 12.5 hour work shifts and Payback Day for each included 28-day work period will be designated and communicated to the affected employees. During each six month deployment cycle, in all but two of the included 28-day work periods, the 10-hour work shift shall occur on the same day in relation to other work shifts within the 28-day work period. The remaining two 10-hour work shifts shall be designated at the time of the sign-up for that cycle, but may be subsequently rescheduled during the six-month deployment cycle. A minimum of 14 days' advance notice must be given before the beginning of the affected 28-day work period of a rescheduled 10-hour work shift. The Payback Days must still be scheduled using the guidelines explained in Subsection A.
- C. During each scheduled 12.5-hour work shift, the employee is entitled to one Code 7 break period of 60 minutes in duration, and one Code 7A break period of 30 minutes in duration. During each scheduled 10-hour work shift, the employee is entitled to one Code 7 break period of 45 minutes in duration, and one Code 7A break period of 30 minutes in duration. If the employee is unable to take all or any portion of either or both break periods because of the necessities attendant to performing required patrol duties, the employee will not be entitled to any overtime compensation for missed break periods or portions thereof.

- D. The selection of the Downtown Special Detail Unit will follow the Department's historical practice regarding selection of staff for special detail assignments using memorandums of interest and oral interviews. Field Training Officers may be assigned to the special detail as FTOs.

The projected staffing levels four weeks prior to the first pay period commencing in October 2017 will determine the work schedule for the Downtown Special Detail Unit. This process will repeat each six month deployment cycle to mirror patrol sign-ups beginning four weeks prior to the first pay period in April and October of each year thereafter. If less than three Sergeants and 18 Police Officers are assigned, the detail will work a "hybrid" schedule that utilizes a combination of the 4-10 and 3-12.5 work schedules. If at least three Sergeants and 18 Police Officers are assigned, the entire detail will work a 3-12.5 schedule. All protocols regarding scheduling of payback days and break schedules will be identical to those explained in Section 5.07 of this agreement.

During the time period covered by this agreement, the three patrol watches will have target minimum deployments of 22 for A-Watch, 16 for B-Watch, and 22 for C-Watch. Patrol daily minimum staffing targets will be 8 for A-Watch, 6 for B-Watch, and 8 for C-Watch. These minimums may be deviated from for short periods of time due to operational needs or circumstances. As operational needs or circumstances warrant, at the discretion of the Operations Division Commander, temporary (daily) intra-division transfers and/or overtime may be utilized to fulfill the patrol staffing/deployment terms of this agreement.

- E. All other POA employees shall work a 4/10 work schedule consisting of four consecutive 10-hour work days followed by three consecutive days off. Employees with a 4/10 work schedule are entitled to the break schedule of a 10-hour work shift as described in Subsection C. above. Only employees who accept assignments requiring a flexible schedule (i.e. Narcotics, Vice, Crime Impact Team) may be required to flex their normal schedule temporarily based on operational needs. For all other employees, at least 14 days' advance notice shall be given before the employee's regular work schedule may be altered. Work schedules may not be temporarily altered to avoid the payment of overtime compensation.

5.08. Take Home Vehicles

- A. Take home vehicles shall be provided to employees in designated classifications and assignments as set forth below. To qualify for a take home vehicle, the round trip distance between the employee's place of residence and designated work location may not exceed 100 miles, except that employees currently receiving take home vehicles are exempt from this requirement. In addition, employees in any of the following categories who currently are provided take home vehicles shall continue to do so:

Executives, Lieutenants, K-9 Teams, Motorcycle Detail, Major Accident Reconstruction Team (MART) Sergeant and Lead Investigator, Criminal Investigations Division (CID) Sergeants (currently Robbery Homicide Unit (RHU), Crimes Against Persons (CAP), Youth Services Division (YSD), and Property Crimes), Robbery Homicide Detectives, Narcotics/Vice Sergeant, and Narcotics/Vice Detectives.

- B. Employees assigned to an on-call position as defined in Section 2.08 shall have access to a take home vehicle during the week that they are designated on-call.
- C. An annual review may be conducted and any necessary adjustments to take home vehicles not listed in Subsection A. or B. may be made effective the ensuing fiscal year at the sole discretion of the Police Chief.
- D. Take home vehicles will be specifically assigned and no swapping or sharing of vehicles will be authorized.

5.09 Body Cameras (Portable Audio/Video Recorders)

The Santa Monica Police Department may provide its members with access to portable body worn audio/video recorders for use during the performance of their official duties in accordance with the policy outlined in Exhibit B.

5.10 Department of Transportation Drug and Alcohol Testing

Employees who volunteer to perform job duties outside the scope of their normal and customary duties that require them to drive a commercial motor vehicle where a Class A or Class B commercial driver's license is required, will be subject to periodic and random drug and alcohol testing as prescribed by the United States Department of Transportation. The periodic and random drug and alcohol testing will be performed in compliance with City policy as well as with the requirements for such testing as set forth in Title 49 of the Code of Federal Regulations, Part 40.

ARTICLE VI: EMPLOYER/EMPLOYEE RELATIONS

6.01. Payroll Deductions

The City will deduct from the first and second paychecks of each calendar month, and remit to the office or officer designated in the employee payroll deduction authorization, recognized employee organization dues, credit union investments or payments, health and hospitalization insurance premiums, and life and accident and other insurance premiums.

6.02. Reasonable Notice

Reasonable written notice as defined in Government Code Section 3504.5 shall be given on all matters requiring such notice under said section.

6.03. Agency Shop

- A. Current employees as of the effective date of this Agreement and all new hires within 30 days of commencement of employment shall execute a payroll deduction authorization form as furnished by SMPOA, and thereby either: (1) become and remain a member in good standing in SMPOA; or (2) pay to SMPOA a monthly service representation fee, based on SMPOA's representation expenses accrued during the term of this Agreement.
- B. If any employee is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, such employee is not required to join or financially support SMPOA, but, upon providing proof of such conscientious objection shall, in lieu of joining or supporting SMPOA, be required to pay sums equal to the fee referred to in Subsection A(2) above to a non-religious, non-labor charitable fund exempt from taxation under the Internal Revenue Code.
- C. The City and SMPOA shall jointly notify all employees in the classification of Police Officer that they are required to pay dues or a service representation fee as a condition of this section and that such amounts shall be automatically deducted from their paychecks. The religious exemption and the employees' rights under Government Code Section 3502.5 shall also be explained. The cost of this communication and the responsibility for its distribution shall be borne by SMPOA.
- D. It is agreed that the City assumes no obligations to enforce the provisions of the above subsections beyond implementing any valid payroll deduction authorizations submitted by employees authorizing the deduction of service fees or other authorized payments to SMPOA, or amounts in lieu of service fees to specified authorized charities. Enforcement of the payments that employees are obligated to make under the above subsections is within the

discretion and the sole responsibility of SMPOA by way of civil court action against such allegedly non-complying employee.

- E. Within 60 days after the end of each fiscal year, SMPOA shall provide the City with detailed financial documentation that meets the requirements of Government Code Section 3502.5(d) and specifically includes an itemization of all expenditures by function or purpose, and from which it can readily be ascertained the proportion that the costs of negotiation, administering the MOU, and grievance processing bore to total union expenditures.
- F. SMPOA is the exclusive representative of all employees covered herein and is required to represent all such employees fairly and equally without regard to association membership or non-membership or their assertion of rights under this MOU or the law.
- G. Upon request by SMPOA, the City shall furnish SMPOA with the name, date of hire, and salary of all newly-hired employees subject to this Agreement, along with verification of transmittals to any charitable organizations.

6.04. Chairperson's Shift

If the Chairperson of SMPOA is a Police Officer, he/she has the right to select the shift to which he/she will be assigned during his/her term of office, provided that more than one shift is applicable to the Officer's assignment.

6.05. Time off For SMPOA Business

Each fiscal year, a maximum of 500 hours' time with pay will be provided to designated employee representatives for lawful SMPOA business, including preparation for, and participation in, meet and confer negotiations with the City. Accounting for and written prior approval of such paid time shall be maintained in the office of the Police Chief.

For employees who are in pay status as of July 1st, up to four hours of vacation shall be deducted in the first quarter of each fiscal year from each employee's balance and credited to the bank for SMPOA business. If the employee does not have accrued vacation time or only has vacation time that accrued during his/her first six months of employment with the City, four hours of floating holiday time shall be deducted in the first quarter of the fiscal year.

Each month, the City shall make available to SMPOA an accounting of bank hours, which details vacation and floating holiday hours credited, bank hours used, and balances. Any unspent hours in the bank at the end of a fiscal year shall be carried over for use in subsequent fiscal years.

Time spent by an extra employee representative in meet and confer negotiations who exceeds the number of representatives allowed by Santa Monica Municipal

Code Section 2.05.150 (one representative for each 50 positions in the unit of representation is allowed time off with pay) shall be charged to either the bank time provided SMPOA in the preceding paragraph or the employee's own accrued leave time. If during the term of this Agreement, the City increases the number of employees allowed time off with pay to meet and confer in good faith for any other any other recognized employee organization over and above that currently set forth in Santa Monica Municipal Code Section 2.04.150, the increase in number will apply to SMPOA on the same terms as applicable to such other group.

Said bank of hours is available to authorized employee representatives of SMPOA for time off with full pay for lawful SMPOA activities but shall not be utilized unless predesignated authorized employee representatives of SMPOA submit a prior written request to utilize such time and said request has been approved by the Police Chief or his/her designee.

The determination by the Police Chief (or his/her designee) as to whether the request shall be approved shall be based on the needs of the Police Department. The City and SMPOA will mutually decide upon a specific day (e.g., Monday) of the week on which the SMPOA Chairperson, or a designee, will be released from work to conduct SMPOA business. It will be the same day each week unless otherwise approved by the Division Commander or his/her designee. The release of the SMPOA Chairperson, or designee, can be revoked if the Division Commander, or his/her designee, determines that such absence of the SMPOA Chairperson, or designee, will result in overtime costs. If the release of the Chairperson, or designee, is revoked, SMPOA will be allowed to substitute another SMPOA representative for the release time, provided that his/her absence will not result in the use of overtime funds. In all cases, the decision of the Police Chief shall be final.

The Police Chief may allow an employee covered by this Agreement to receive release time without loss of compensation to hold office in a State of California or national law enforcement organization to the extent that the organization reimburses the City for the full value of that release time.

6.06. Grievance and Complaint Policy

If any grievances, disputes or disagreements arise concerning matters within the scope of representation, such grievance, dispute or disagreement shall be resolved as follows:

- A. Grievances, disputes or disagreements concerning the interpretation or application of the terms of this MOU shall be resolved, if possible, by meeting and conferring in good faith. If unresolved by such meetings, the parties shall consider submitting such issues to mediation. In the absence of agreement to mediate, or failure of mediation, or arbitration by mutual consent, the issue shall be resolved by an action in a court of competent jurisdiction on motion by either party.

B. Grievances, disputes or disagreements involving removals, demotions, or suspensions shall be resolved through one of the following procedures, which shall be selected by the affected employee in each case:

- (1) A full and fair evidentiary hearing before the Personnel Board in accordance with the Civil Service provisions of the Santa Monica City Charter and Municipal Code; or
- (2) A full and fair evidentiary hearing in accordance with the City Charter and Municipal Code before a hearing officer selected by mutual agreement of the parties or as otherwise provided in any ordinance adopted by the City Council. The hearing officer's decision shall be presented to the Personnel Board for approval or rejection; provided that if the Personnel Board elects to reject the hearing officer's decision it must render an independent decision after conducting a full and fair evidentiary hearing as provided in Paragraph (1) above.

Subject to the right to seek judicial review, both parties agree that they will be bound by:

- (1) A decision of the Personnel Board as to whether the removal, demotion, or suspension was with or without just cause.
- (2) A decision of the Personnel Board that the removal, demotion, or suspension imposed by the City was without just cause and that some lesser degree of discipline should be imposed.

C. Other grievances, disputes or disagreements shall be resolved in accordance with the following procedure; provided, however, that representation by SMPOA is limited to grievances, disputes or disagreements that cannot or have not been resolved between the employee and his/her immediate supervisor or the employee and his/her Department Head. Representation by SMPOA is limited, in this class of grievance, to appearances before the lowest level of supervision not represented by SMPOA, the Department Head, Director of Human Resources, and the City Manager. This does not, however, preclude SMPOA from filing a grievance which is a bargaining unit grievance as opposed to an employee-specific grievance.

- (1) Informal Discussion

The aggrieved employee(s) is encouraged to meet with the immediate supervisor to discuss the problem in an effort to clarify the problem and to work cooperatively towards settlement.

(2) First Step

If the matter cannot be satisfactorily resolved within 30 days of the event giving rise to the grievance [or in the event that the employee could not have known of the event giving rise to the grievance, within 30 days of learning of the event], the employee shall submit the grievance in writing, stating the nature of the grievance and the desired solution to the second-level supervisor, if any.

The second level supervisor shall meet with the grievant and the grievant's representative(s), if any, no later than the grievant's fifth regularly scheduled work day following presentation of the grievance. Within five working days following such meeting, the supervisor shall give a written decision to the grievant. If the second-level supervisor does not have the authority to resolve the grievance, it shall immediately be forwarded to the Department Head or the appropriate authority.

(3) Second Step

If the grievance is not resolved at the first step, the grievance may be referred within ten days to the Department Head, who shall meet with the employee and the SMPOA representative in an attempt to resolve the grievance within the grievant's fifth regularly scheduled work day following the receipt of the grievance. Within ten working days following such meeting, the Department Head shall give a written decision to the grievant.

(4) Third Step

If the grievance is not resolved at the second step, the grievance may be forwarded within ten days to the Director of Human Resources, who shall meet with the employee and the SMPOA representative within five working days following receipt of the grievance. The Director of Human Resources shall make such investigation as required and make recommendations to the City Manager no more than 15 working days (with "working" day to be in accordance with the City Hall work schedule) following the meeting with the employee and the representative. Within 30 calendar days thereafter, the City Manager shall render a written decision, which shall be final.

- D. Overall performance evaluation ratings of "MEETS OVERALL STANDARDS" or "EXCEEDS STANDARDS" are not appealable beyond the Department Head.

General Provisions

- (1) A grievance will only be considered if it is filed within 30 calendar days of the event giving rise to the grievance or, in the event that the employee could not have known of the event giving rise to the grievance, within 30 calendar days of the employee learning of the event.
- (2) All time periods in this Section may be extended by mutual written agreement of the employee or his/her representative and the management representative involved.
- (3) If a management representative does not meet with the grievant or render a decision within the time limits specified, the employee may immediately exercise the next step in the grievance process.
- (4) An employee who has initiated a grievance, or assisted another employee in initiating and/or processing a grievance, or who has testified at any hearing shall not in any way be coerced, hindered, intimidated, or discriminated against for exercising this right.
- (5) For purposes of this Section, "days" means regularly scheduled work days of the affected employee(s) unless otherwise specified.

6.07. Court Reporter

In any disciplinary appeal under Municipal Code Sections 2.04.440 et seq., the SMPOA may request that a Court Reporter record the proceedings. The cost of the Court Reporter shall be shared equally by SMPOA and the City.

6.08. Disability Retirement Dispute Resolution Procedure

- A. When a safety member of the Retirement System applies for a disability retirement, and the CalPERS Board of Administration ("Board") of requests the City to determine whether the applicant is incapacitated for the performance of duty, the City shall promptly perform all acts necessary, including the conduct of a medical examination, to determine whether the applicant is incapacitated for the performance of duty. The determination of the City shall include an explanation of the basis for that decision. If the City has not made that determination within 180 calendar days from the date of the Board's request, it shall be deemed to have determined that the applicant is incapacitated for the performance of duty.
- B. As soon as the City has made its determination, it shall notify the employee in writing. This notice, as well as all other notices required by this procedure, shall be sent to the employee's home address with a copy to his or her legal representative, if any. The notification shall be accompanied by a copy of this Disability Retirement Dispute Resolution Procedure.

- C. The employee may challenge that determination, or any related decision by the City regarding his/her disability retirement or its effective date, by submitting to the City Manager a written request for a hearing. This request must be submitted within 30 calendar days from service of the notice that is the subject of the request for a hearing. If the employee fails to submit such a written request within the prescribed time limit, the determination of the City shall become final and no longer subject to appeal.
- D. If the employee submits a timely written request for a hearing, the matter shall be referred to the Office of Administrative Hearings so that a hearing will be conducted by an Administrative Law Judge from that office in accordance with Government Code Sections 11500 et seq. (i.e., the Administrative Procedure Act). However, it shall not be necessary for the City to prepare a Formal Accusation or Statement of Issues, or for the employee to file a Notice of Defense, as identified in that Act. Instead, the communications described above shall replace those items. However, all discovery rights described in the Act shall be available to the parties; the hearing shall be conducted in accordance with Government Code Section 11513; the resulting decision shall be as specified in the Act; and all time limits prescribed in the Act apply.
- E. The City has the burden of proof that its decision should be upheld.
- F. The employee is entitled to a representative of his/her choice in the hearing. The cost of such representation shall be borne by the employee.
- G. Where testimony of City employees is involved, at least seven calendar days' advance notice shall be given to the Department Head so that work assignments may be made accordingly. Wherever practicable, City employees needed as witnesses shall be placed on an on-call basis and compensated at their regular rates of pay for time spent in the hearing.
- H. The decision of the Administrative Law Judge shall be final, subject to judicial review commenced by either party in accordance with the Government Code Section 11523.

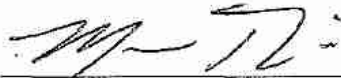
6.09. Re-Opener

During the term of this agreement, upon request from either the City or the Association, and to the extent required by law, the parties shall meet and confer in good faith regarding implementation of the City's new Payroll/HR program with consideration of possible adjustments to language or processes as they relate to payroll and human resources practices.

consideration of possible adjustments to language or processes as they relate to payroll and human resources practices.

IN WITNESS WHEREOF, the parties hereto have caused this Side Letter Agreement to be executed this ____ day of _____, 2017.

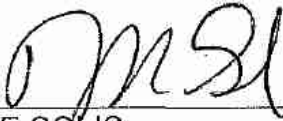
SANTA MONICA POLICE OFFICERS ASSOCIATION



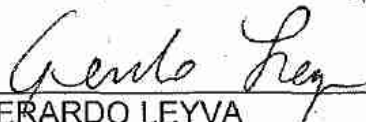
MATTHEW RICE
SMPOA Chairperson



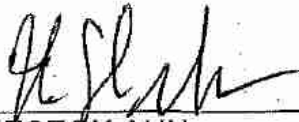
PHIL DERYCK
SMPOA Vice-Chairperson



MIKE SOLIS
SMPOA Board Member



GERARDO LEYVA
SMPOA Board Member



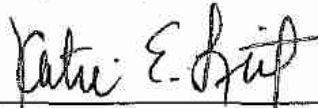
HEESEOK AHN
SMPOA Board Member

ATTEST:



DENISE ANDERSON-WARREN
City Clerk

CITY OF SANTA MONICA
a municipal corporation

By: 

 RICK COLE
City Manager

11.8.17

APPROVED AS TO FORM:



LANE DILG
City Attorney

EXHIBIT A
JOB CLASSIFICATIONS

POLICE OFFICER
POLICE SERGEANT
POLICE LIEUTENANT
POLICE CAPTAIN
DEPUTY POLICE CHIEF

EXHIBIT B

PORTABLE AUDIO/VIDEO RECORDERS

425.1 PURPOSE AND SCOPE

Contemporary police departments increasingly utilize an array of audio/video technology to further the mission of their organizations. The Santa Monica Police Department is incorporating portable audio/video recording technology, in the form of body-worn cameras, into its inventory to supplement documentary evidence for criminal investigations, internal or administrative investigations, and to review police procedures and tactics.

This policy provides the Department's members, both sworn and civilian field and custody personnel, with guidance on the use of portable audio/video recording devices during their official duties. Portable audio/video recording devices include all recording systems, whether body-worn, hand-held or integrated into portable equipment. Members are to utilize these devices in accordance with the provisions of this policy to maximize the effectiveness of the audio/video documentation, to achieve operational objectives, and to ensure evidence integrity.

This policy does not apply to lawful surreptitious audio/video recording, interception of communications for authorized investigative purposes, or to mobile audio/video recordings. (Also refer to Policy Manual § 446 Mobile Audio Video for in-car camera system.)

425.2 POLICY

The Santa Monica Police Department may provide its members with access to portable body worn audio/video recorders for use during the performance of their official duties. The use of portable audio/video recorders is intended to enhance the mission of the Department by accurately capturing on-duty interactions between members of the Department and the public.

Portable audio/video recorders shall be issued only after the device has been configured so the "record after the fact" function has been disabled; enabling this feature at any point shall be considered a violation of this policy.

425.3 MEMBER PRIVACY EXPECTATION

All recordings made by members acting in their official capacity shall remain the property of the Department whether or not those recordings were made with department-issued audio/video recorders. Members shall have no expectation of privacy or ownership interest in the content of these recordings.

425.4 MEMBER RESPONSIBILITIES

Before going into service, each member will be responsible for making sure that he/she is equipped with a portable audio/video recorder issued by the Department. It is the member's responsibility to ensure the recorder is generally in good working order by verifying that the battery is fully charged, the visual display screen is functioning, and the microphone is not obstructed. Members shall not wear an audio/video recorder that is clearly damaged or otherwise is not functioning properly due to low battery charge, damage, malfunction or memory exceeding capacity. If the recorder is not in good working order or malfunctions at any time, the member shall promptly report the failure to his/her supervisor and obtain a functioning device as soon as practicable. Members shall report unresolved equipment malfunctions/problems to the System Administrator for replacement of the audio/video recorder.

It is the responsibility of the member to position and securely attach the audio/video recorder to the front of his/her uniform or uniform equipment (as the primary location) to provide the best vantage point to record contacts with the public.

Upon initial contact with the public, members should make a reasonable effort to inform the person contacted that he/she is being recorded if doing so facilitates cooperation and/or compliance, assists with an investigation, does not interfere with the investigation being conducted or does not compromise officer safety.

At the end of his/her shift or other period of use or, if needed, during his/her shift, the member shall dock his/her issued audio/video recorder in the appropriate docking station to ensure the device's storage capacity is not exceeded.

An officer assigned to the Traffic Section's Motorcycle Unit who operates a Department motorcycle shall dock his/her camera at the end of his/her shift and then take his/her assigned motorcycle home. It is the responsibility of the officer to pick up his/her camera as soon as practical at the beginning of his/her next shift/assignment. It is recognized that motorcycle officers may make enforcement stops while traveling to and from work which may result in those stops not being recorded on the portable audio/video recorder.

425.5 ACTIVATION OF THE PORTABLE RECORDER

There are many situations where the use of a portable audio/video recorder is appropriate. This policy is not intended to describe every possible situation in which the portable audio/video recorder should be used. In addition to the required activation criteria, a member should activate the system any time he/she feels the use of an audio/video recorder would be appropriate and/or valuable to document the incident.

Unless it is unsafe or impractical to do so, or mechanical issues which impede the use of the device are present, the wearer (including both primary and any/all assisting

personnel) of a portable audio/video recorder shall make a reasonable effort to activate his/her audio/video recorder before making contact in any of the following circumstances:

- a. Enforcement encounters where there is a reasonable suspicion that the person is involved in criminal activity or a violation of law. This includes, but is not limited to, dispatched calls for service, self-initiated activities, traffic stops, stranded motorist assistance stops, crime interdiction stops (Wall stops), pedestrian checks, or any other investigative detentions, arrests, or enforcement encounters.
- b. Consensual encounters made to confirm or dispel a suspicion that the citizen may be involved in criminal activity as a suspect, victim, or witness. This does not include victims of sexual assault.
- c. Assessment or evaluation for a psychiatric detention/hold (WIC 5150)
- d. Serving search or arrest warrant.
- e. Conducting any of the following searches of a person and/or property:
 - a. Incident to arrest
 - b. Cursory
 - c. Probable cause
 - d. Probation/Parole
 - e. Consent
 - f. Inventory

Exception: Strip searches **shall not** be recorded; it shall be a violation of this policy to audio/video record any strip search.

- f. Any other contact that becomes adversarial after the initial contact if the situation would not otherwise require recording.
- g. A member may activate the audio/video recorder before or during any other incident at his/her discretion provided the recording of the incident is not otherwise prohibited by the provisions of this policy.
- h. Any time the mobile/in-car camera system is activated and the member is outside of the police vehicle.
- i. Upon the order of a higher ranking member.
- j. During crowd control, protest, or mass arrest incidents, members shall use their audio/video recorders consistent with this policy unless otherwise directed by the Incident Commander. The Incident Commander shall document his/her orders in

the appropriate reports (Operations Plan or After Action Report). The Incident Commander is to provide the order to all personnel.

Members shall be sensitive to the dignity of all individuals being recorded. Members are to exercise sound judgment and exercise discretion when the respect for privacy indicates that discontinuing audio/video recording is prudent because it reasonably appears to the member that such privacy may outweigh any legitimate law enforcement interest in the recording. Recording should resume when privacy is no longer at issue unless the circumstances no longer fit the criteria for recording.

Requests by members of the public to stop recording should be considered using the activation criteria listed above; however, if the employee believes the contact remains consistent with the activation criteria, the employee shall continue to record the contact.

At no time is a member expected to jeopardize his/her safety in order to activate or deactivate a portable audio/video recorder. However, the recorder should be activated in situations described above as soon as practicable.

Unless articulable circumstances exist, members who are assigned a portable audio/video recorder should not record or should discontinue recording when the following situation(s) exist:

- a. Interviewing the victim of a sexual assault or domestic violence after the initial response to the call-for-service.
- b. Interviewing a minor child who is the victim of any crime after the initial response to the call-for-service.
- c. In a hospital emergency room or other medical facility where the privacy of patients, including patients not part of the member's call/activity, should be considered.
- d. When in view of a medical or other personal procedure. This includes when a person's private health information is being discussed.
- e. When a member of the public is in any state of undress or other compromising situation. **Except:** If the officer is intending/attempting to arrest or detain the person. In cases of encounters with nude subject(s), a reasonable effort shall be made to cover the individual as soon as is practical.
- f. An ambulance response to a traffic collision or report of an illness/injury when the victim(s)/party is not involved in any criminal activity.

- g. Any reasonable and articulable circumstance where the privacy of the individual(s) to be recorded outweighs any investigative need or need for audio/video documentation.
- h. During non-enforcement contacts including, but not limited to, community meetings, in houses of worship, when providing directions or information, etc.
- i. Meeting with a confidential informant as defined in Department Policy.
- j. Guard duty at a medical, psychiatric, Jail/Detention facility. Members shall assess the circumstances of each guard assignment, on a continuing basis to determine whether prudence warrants activating or deactivating the audio/video recorder.

Members are not required to obtain consent to record from a private person when:

- 1. In a public place.
- 2. In a location where there is no reasonable expectation of privacy (i.e., inside a building or dwelling where the officer is lawfully present and is engaged in the performance of official duties).

425.5.1 DEACTIVATION OF RECORDING DEVICE

Once activated, the portable audio/video recorder should remain on continuously until the member's direct participation in the incident is complete or the situation no longer fits the criteria for activation. Recording should be stopped during significant periods of inactivity such as report writing, meal breaks, or other breaks from direct participation in an incident when it is reasonable to believe no criteria for a required activation are present.

Members shall cease audio/video recording whenever necessary to ensure conversations are not recorded between a person in custody and the person's attorney, religious advisor or physician, unless there is explicit consent from all parties to the conversation (Penal Code § 636).

Other reasons for deactivating audio/video recorders when the device was activated as required by this policy include:

- a. Member receives an order from a higher ranking member.
- b. During discussions of administrative, tactical or law enforcement sensitive information which are away from the public.

- c. Member is at a location where he/she is not likely to have an interaction or chance interaction with a suspect/person of interest (i.e., outer perimeter post, traffic control post, etc.).
- d. The searches requiring activation have concluded and the member reasonably believes he/she will have no further interaction with the person searched.
- e. The location of the recording may compromise privacy or patient confidentiality.
- f. The member is interviewing an informant for the purpose of intelligence gathering. At the conclusion of the interview, the audio/video recorder shall be re-activated until no longer required by policy.

After a member deactivates his/her audio/video recorder, it is his/her responsibility to ensure the audio/video recorder is reactivated should the circumstances necessitate activation.

When a member activates his/her audio/video recorder and the activation was not required by policy and the circumstances do not require continued recording, he/she may use his/her discretion when deciding to deactivate the audio/video recorder.

425.5.2 DOCUMENTATION OF AUDIO/VIDEO RECORDINGS

Members shall document the existence and review of recordings in any report or other official record. Instances where the audio/video recorder malfunctioned or the member delayed activation or deactivated the audio/video recorder shall also be documented. When the recorder activation is delayed or the recorder is deactivated, the reason for these actions shall be included in the report.

Documentation shall be provided in at least one of the following reports, as appropriate:

1. Crime/Incident Report
2. Arrest Report
3. Citation or Notice to Appear
4. Field Interview Card
5. CAD Notes

Members shall continue to prepare crime and incident reports, citations, arrest reports, field interview cards, and CAD notes in the same manner as before the implementation of the audio/video recording system. Members are not to substitute "refer to video" in lieu of preparing detailed thorough reports. Members need not quote entire verbatim statements made in the video recording, but should represent statements in their reports as a summary of what is contained in the video with occasional quoted references where necessary.

425.5.3 SURREPTITIOUS USE OF THE PORTABLE RECORDER

Members of the Department may surreptitiously record any conversation during the course of a criminal investigation in which the member reasonably believes that such a recording will be lawful and beneficial to the investigation (Penal Code § 633).

Members shall not surreptitiously record another Department member without a court order and the express approval of the Chief of Police or his/her designee.

425.6 PROHIBITED USE OF PORTABLE RECORDERS

Members are prohibited from wearing or using personally owned video recording devices in place of (or in conjunction with) their issued audio/video recorder while acting in an official capacity. Only department-authorized and issued equipment is to be used on-duty.

Members shall not remove, dismantle, or tamper with any hardware/software component or part of the audio/video recorder.

Members are prohibited from using department-issued portable recorders and recording media for personal use, and are prohibited from making personal copies of recordings created while on-duty or while acting in any official capacity.

Unauthorized use, duplication, editing, deletion, and/or distribution of audio/video recorded files is prohibited. Members are strictly prohibited from using a recording device such as a phone camera or secondary video camera to record audio/video files.

Members are prohibited from retaining recordings of activities or information obtained while on-duty or while acting in any official capacity whether or not the recording was created with department-issued or personally owned audio/video recorders.

Members shall not duplicate or distribute any audio/video recordings, except for authorized legitimate Department business purposes.

Recordings shall not be used by any member for the purpose of embarrassment, intimidation or ridicule. Audio/video recorders shall not be used to record off-duty or non-work-related activity. Audio/video recorders shall not be activated in places where a reasonable expectation of privacy exists, such as locker rooms, dressing rooms, or restrooms.

Members shall not use the audio/video recording functions to record any personal conversation of or between another Department member without the recorded member's/employee's knowledge or permission.

All recorded images and audio from the portable audio/video recorders are the property of the Santa Monica Police Department and shall not be copied, released, or disseminated in any form or manner outside the parameters of this policy without the express written consent of the Chief of Police or his/her designee.

425.7 REVIEW OF RECORDINGS

Although data captured by the portable audio/video recorder is not considered Criminal Offender Record Information (CORI), it shall be treated in the same manner as CORI data. All access to the audio/video data storage system is logged and is subject to audit and inspection at any time. Access to the data from the system is permitted on a right-to-know, need-to-know basis. Employees authorized pursuant to this policy may review audio/video recording according to the provisions of this policy.

Once uploaded to the data storage system, a member may view his/her own audio/video data. The system will automatically date/time stamp each access by officer name.

A member may review audio/video files as doing so relates to:

- a. His/her involvement in an incident for the purposes of preparing official reports and completing a criminal investigation.
- b. When exigent circumstances occur, such as an employee being injured, and reviewing the video would facilitate identifying the suspect or providing other pertinent information.
- c. Before providing courtroom testimony or for a courtroom presentation.
- d. During the course of preliminary investigations of alleged misconduct or reports of meritorious conduct where such recordings would be beneficial in reviewing the member's performance.
- e. Providing a statement pursuant to any administrative investigation.

Supervisor Review

1. On a monthly basis, each member's supervisor shall conduct a random review of no more than five incidents captured on the audio/video recorders of each of his/her subordinate personnel.
2. Following a review of any associated reports, CAD/RMS print-outs, in-car camera video, and radio transmissions, the supervisory review of subordinate audio/video recordings shall include an assessment of:

- a. Performance
- b. Training needs
- c. Policy compliance
- d. Consistency between written reports and video files.

Where performance concerns are identified, these concerns are to be discussed with the affected employee in accordance with existing Department policies.

- 3. When a supervisor is conducting the preliminary investigation concerning a use of force or vehicle pursuit, he/she shall review the audio/video recordings of the members who were directly involved or who were witnesses.
- 4. A supervisor may have the ability to immediately resolve a citizen complaint(s) by reviewing audio/video recordings. In those circumstances where a complaint is resolved with no further action needed, the supervisor shall document the circumstances in a Department memorandum and forward the memorandum to the Professional Standards Section: Internal Affairs Unit. This will allow Professional Standards personnel to capture and track incidents that are resolved by the audio/video system.
- 5. It shall be deemed a violation of this policy for any supervisor/manager to review recordings for the sole purpose of searching for violations of Department policy not related to a specific complaint or incident not associated with the assessment of employee performance as indicated elsewhere in this policy.

Criminal Investigations

- 1. When conducting a criminal investigation, CID detectives shall notify the System Administrator to restrict the public disclosure of the audio/video file, as necessary.
- 2. CID detectives shall determine whether the audio/video file is of evidentiary value and process it in accordance with established protocols for technology-based evidence.
- 3. CID detectives shall notify the System Administrator to remove the access restriction when the criminal investigation is closed.

425.8 REQUESTS FOR AUDIO/VIDEO DATA FILES

A. Departmental Requests

Any member who requires a copy of an audio/video file(s) for court shall contact his/her immediate supervisor/sergeant or administrator/lieutenant. If neither is available, the member shall contact the System Administrator.

1. Any copy(ies) of an audio/video recording which is not entered into evidence shall be returned to the supervisor/manager or the System Administrator for destruction.

B. Audio/Video File Requests for Training

An audio/video file may be utilized as a training tool for individuals, specific units, and/or the Department as a whole. A recommendation to utilize an audio/video file for such purpose may come from any source.

A person recommending the utilization of an audio/video recording file for training purposes shall submit a memorandum documenting the reason for the request through the chain-of-command to the Commanding Officer of the Department's Professional Standards Section: Training Unit. The Training Section supervisor shall review the recommendation and determine how to best utilize the audio/video file. Decisions to utilize the audio/video file must consider the person(s) involved, the sensitivity of the incident, and the benefit of utilizing the video file versus other means of delivering the training (i.e. Training Bulletin, Incident Debrief, etc.).

1. If the involved employee objects to the showing of an audio/video recording, his/her objection will be submitted to the Chief of Police or his/her designee to determine if the employee's objection outweighs the training value.

C. External Requests

1. All other requests for audio/video data files shall be accepted and processed in accordance with federal, state and/or local statutes, and City/Police Department policy (i.e., Public Records Act requests).
2. Media inquiries and/or requests shall be received and processed in accordance with Department policy.

- D. The Chief of Police shall retain sole discretion regarding the public release of audio/video files in those circumstances where the value of preserving community

confidence and safety outweighs the interests associated with not releasing the audio/video files. The Chief of Police, or his/her designee, will notify the concerned employee(s) within a reasonable time before publicly releasing the video footage.

425.9 RETENTION OF RECORDINGS

425.9.1 RETENTION REQUIREMENTS

All recordings shall be retained for a period consistent with the requirements of the organization's records retention schedule.