

**SMC - POLICE OFFICERS' ASSOCIATION**  
**Proposal #1 – August 3, 2021**

1. **Term:** 2 years (July 1, 2021-June 30, 2023)
  
2. **Compensatory Time Off:** Modify Section 3.3.2 of the MOU to eliminate reference to accrued CTO needing to be taken as time off within 12 months. Further provide that employees may elect to convert CTO to pay at the employee's regular rate of pay upon request of the employee.
  
3. **Overtime:** Modify Section 3.4 of the MOU by inserting section 3.4.5 to provide as follows:

3.4.5 Notice of scheduled overtime, for situations that are recurring or have advance notice, and which are offered on a rotational basis shall be posted in the same area as all required employment notices and announcements and will remain up until the work has been completed. Posting shall be on a form agreed to by the District and the Association. Employee responses to the overtime posting shall be on a form agreed to by the District and the Association. In lieu of posting, an organizational work unit may use electronic communications when all employees in such unit regularly use electronic communication. All such notices whether posted or sent by electronic communication will contain a description of the work to be done, the anticipated length of time to accomplish the work, the date(s) on which the work will be scheduled, and the date and time of posting. The notice shall be posted within a reasonable time of the District learning of the overtime work. Records will be maintained of all notices, employee responses, and overtime assignments for a period of three years.
  
4. **Minimum Payments for Call Backs and Off Duty Appearances:** Modify Sections 3.5 and 3.6 of the MOU to provide that the minimum compensation paid to an employee for call backs and appearances during the employee's regular off-duty hours shall be a minimum of four hours at time and one half the employee's regular rate of pay, except those call backs or appearances that begin less than 4 hours prior to an employee's regular work day, in which case the minimum compensation shall not exceed the time from the commencement of the call back or appearance and the start of the employee's regular work shift.



5. **Special Off Duty Assignments:** Modify Section 3.8 of the MOU to provide that the minimum payment for third-party overtime assignments (e.g., movie details, Broad, etc.) shall be equal to the length of the assignment for which the employee signed up. For example, a movie shoot scheduled for 6 hours, shall carry a minimum guaranteed payment of 6 hours at time and one half the employee's regular rate of pay. Further provide that the district shall not schedule third-party overtime assignments for less than four hours.
6. **Outside Employment Activity:** Modify Section 6.2 of the MOU to provide that outside activity applications shall be submitted to the Police Captain in charge of operations.
7. **Sick Leave Notifications:** Modify Section 7.1.9. of the MOU to provide that notification of sick leave call-out for day shift employees shall be made a minimum of 60 minutes prior to the work shift.
8. **Cost of Living Increase:** Modify Section 11.1.1 to provide that effective July 1 each year of this agreement, employees shall be provided an across the board base salary increase equal to the Consumer Price Index for urban consumers (CPI-U) for the Los Angeles metropolitan area, for the 12-month period ending in May.
9. **Police Officer Recruit Salary:** Modify Section 11.1 to clarify that employees in the Police Officer Recruit classification hold such status while assigned to a POST approved training academy. Upon successful completion of the academy, such employee shall be promoted to the Police Officer classification, and hold such classification during their field training program.
10. **Longevity:** Modify Section 11.5 of the MOU to provide that entitlement for longevity pay shall include all sworn law enforcement service with a California approved POST agency, (or similar for agencies outside California, including military law enforcement experience).
11. **POST Certificate Pay:** Modify Section 11.10.3.4 of the MOU to provide that POST certificate pay shall be increased as follows:
  - Intermediate POST Certificate.....5%
  - Advanced POST Certificate..... Additional 7% (total 12%)
12. **Education Incentive Pay:** Modify Section 11.10.1 of the MOU to provide that employees who obtain education degrees shall receive compensation for those



degrees, irrespective of the major of the degree. Further modify Section 11.10.2 to eliminate the requirement that employees maintain a satisfactory evaluation or complete 50% of the requirements of the degree while employed by the district. Finally, modify Section 11.10.3 of the MOU to provide that employees receive compensation for each level of degree or certificate obtained, without any limit imposed by Sections 11.10.3.5 and 11.10.3.6.

13. **Campus Parking:** Modify Section 11.8.4 of the MOU to provide that the District shall provide secure parking to unit employees at no cost to the employee.
14. **Bilingual Pay:** Modify Sections 11.9.2 and 11.9.3 of the MOU to provide that bilingual pay shall be modified to provide that an employee who successfully completes a test that measures job-related oral proficiency in one or more foreign languages shall be paid \$100 per pay period.
15. **Special Skills Pay:** Modify Section 11.9.1 of the MOU to provide that the District shall maintain at least one unit employee assigned to each of the listed specialties at all times. Further, eliminate the final sentence from Section 11.9.1, to permit a unit employee who performs more than one special assignment to be paid Special Skill Differential Pay for each such assignment.
16. **Uniforms:** Modify Section 11.6 of the MOU to provide that in the first pay period in August each year an employee shall be provided a replacement uniform or, in lieu of being given a replacement uniform each year, shall be provided the comparable amount (\$300) to purchase optional approved clothing and equipment.
17. **Variable Hours Pay:** Modify Section 11.4.1 of the MOU to provide that in lieu of each unit employee receiving variable hours pay, the pay scale of each represented classification shall be increased by ten percent (10%).
18. **Language Cleanup:** Mutually agreeable non-economic language clean up.

Unless otherwise provided herein, or by mutual agreement of the parties, all existing wages, hours and other terms and conditions of employment shall remain unchanged.