

MEMORANDUM OF AGREEMENT
CITY OF TAFT
AND
TAFT POLICE OFFICERS ASSOCIATION

Article 1 - Introduction

This Agreement, made and entered into at Taft, California by and between the City of Taft (hereinafter City) and the Taft Police Officers Association (TPOA) (hereinafter Union), is intended to define wages, hours and working conditions of those employees of the City of Taft represented by the Union in accordance with provisions of the Meyers-Milias-Brown Act of the State of California and the Personnel Policies and Procedures of the City of Taft.

Article 2 - City Council Ratification

It is agreed that this Agreement is of no force or effect until ratified and approved by resolution duly adopted by the City Council of the City of Taft.

Article 3 - Membership Ratification

It is agreed that this Agreement is of no force or effect until ratified and approved by the Union and such ratification is certified and submitted to the City Clerk of the City of Taft.

Article 4 - Recognition

The City of Taft does hereby recognize the Union as the authorized representative of those employees of the City of Taft designated herein by the Municipal Employee Relations Officer of the City of Taft.

Said Unit shall consist of all permanent and probationary employees in the following positions:

Classifications - Sworn

Police Officer
Senior Officer
Police Sergeant

Classifications – Non-sworn

Dispatchers

Terms of this Agreement shall not be applicable to temporary employees of the City of Taft.

Article 5 - Scope of Representation

The Union's scope of representation shall include all matters pertaining to wages, hours and other terms and conditions of employment.

Article 6 - Management Rights

In accordance with existing policies and procedures and applicable resolutions and codes of the City of Taft and except as otherwise specifically provided in this Agreement or in subsequent ones, the City of Taft has and retains the sole and exclusive rights and functions of management of the City.

Article 7 - Union Membership

Current employees in the City of Taft ("City") who are Taft Police Officers Association ("TPOA") members shall remain TPOA members for the period of this Memorandum of Understanding (MOU) as long as they remain in positions within the bargaining unit ("unit"). Employees who are hired after this MOU is approved and who are into a job classification within the representation unit of TPOA covered by this MOU, shall after 30 days become members of TPOA or pay to TPOA a fee in an amount equal to TPOA dues the initiation fees and/or reinstatement fees and periodic dues lawfully required by the Union. Employees within the representation unit of TPOA presently employed by the City and who have successfully completed their probationary status and who are not currently members of TPOA must pay a fee in an amount equal to TPOA dues within in the first pay period from the effective date of this MOU. Employees may request a payroll deduction for this fee.

The City agrees to deduct the regular monthly Union dues and initiation fees uniformly required as a condition of membership in the Union on a bi-weekly basis from the wages of each employee covered by this MOU who has completed thirty (30) days of employment and has provided the City with a voluntary individual written authorization to make such deductions on a form provided by the Union. Such deductions, as referenced above, shall include political contributions, if a separate political dues deduction authorization form has been executed and submitted by the employee. Such deductions, when authorized, shall be made from the net wages due an employee each pay period and shall be transmitted to the Union's office no later than the twelfth (12th) day of the month following the month in which such deductions were made. Dues withheld by the City shall be transmitted to the TPOA Officer designated in writing by TPOA as the person authorized to receive such funds at the address specified.

The parties agree that the obligations herein are a condition of continued employment for unit members. The parties further agree that the failure of any unit member covered by the MOU to remain a member in good standing of TPOA or to pay the equivalent of TPOA dues during the term of this Amendment MOU shall constitute, generally, just and reasonable cause for termination. As used herein "member in good standing" means that the member remains current on payment of dues or fees to TPOA.

Whenever a unit member shall be delinquent in the payment of dues or fees, TPOA shall give the unit member written notice thereof and will advise the City of such delinquency. Upon receipt of said notice, the City shall advise the employee that he or she will no longer be scheduled for hours of work on the subsequent weekly schedule until said employee gives evidence of compliance to this provision or TPOA notifies the City of such compliance. Failure to comply within seven (7) days after removal from the schedule shall subject the employee to termination of employment.

Any employee who 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 shall not be required to join or financially support any public employee organization as a condition of employment. Any such employee shall be considered a conscientious objector and may be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to the dues, initiation fees, or agency shop fees to a nonreligious, non-labor, charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code chosen by the employee. Proof of the payments shall be made on a monthly basis to the City as a condition of continued exemption from the requirement of financial support to the employee organization.

Payment of agency fee obligations, including, but not limited to, dues or agency fee deductions on behalf of TPOA shall continue in effect as long as the TPOA is the recognized bargaining representative, notwithstanding the expiration of any agreement between the City and TPOA.

TPOA must provide an explanation for the basis of the agency fee, a reasonably prompt opportunity for fee payers to challenge the fee amount before an impartial decision maker and an escrow account for amounts reasonably in dispute while a challenge is pending.

TPOA shall be fully responsible for expending funds received under this Amendment, consistent with all legal requirements for expenditures of employee dues which are applicable to public sector labor organizations.

TPOA agrees that it will defend, indemnify and hold the City harmless against all forms of liability that may arise out of or by reasons of action taken by the City, which action was requested by TPOA under the provisions of this MOU, or arising out of the City's compliance herewith.

Article 8 –Union Rights

The Chief Steward of the bargaining unit shall be entitled to devote a reasonable number of working hours to Union business without loss of pay. The Union will notify the City in writing of the name of the Chief Steward.

For the purposes of this Article, however, a reasonable amount of time shall not exceed one hour during any seven consecutive day work cycle provided, however, that the one hour time limit shall not apply to hours spent negotiating an MOU and/or reopeners during interim years of the agreement.

Except as provided above employees shall not conduct union business during working time.

The City agrees to schedule the Shop Steward off without pay to attend an annual educational meeting. The Shop Steward may use ATO or vacation time for the designated day.

Article 9 - Seniority

Refer to Personnel Policies and Procedures Manual, Section 116.

Article 10 - Hours of Work

Employees in the bargaining unit shall be required to work eighty hours during each fourteen consecutive day work period. The work period shall start at 12.01 a.m. every other Sunday and shall continue for 336 consecutive hours thereafter.

The City of Taft retains the right to schedule overtime hours at its discretion and agrees to compensate employees for overtime hours worked in accordance with provisions of this Agreement.

In lieu of cash payment, upon request of the employee and approval of the appointing authority, an employee may accrue compensating time off at time and one-half. Cash payment at one and one-half times employee's base hourly salary shall automatically be paid for any compensating time which exceeds 80 hours, or for any hours on record immediately prior to promotion, demotion or termination of employment.

Article 11 - Rest Periods

Each employee shall be granted a rest period of fifteen minutes once during each fourhour period.

Rest periods shall be scheduled at the discretion of the employee's immediate supervisor in accordance with departmental workload and shall be taken in an area approved by the City of Taft.

Officers may be assigned calls during the rest period should the need arise.

Article 12 - Meal Periods

Each employee shall be granted a 30-minute meal period during each shift. Each meal period shall be scheduled by the employee's immediate supervisor.

Employees enjoy a paid meal period and are therefore subject to call during the meal period.

Article 13 - Employee Discipline

The City of Taft may initiate appropriate corrective action for cause. Corrective action may consist of warnings, reprimands, disciplinary suspension or discharge and shall be applied only after full consideration of the seriousness of the offense.

All corrective suspensions and discharges administered under this provision shall be subject to appeal in accordance with the grievance and arbitration procedure contained in this Agreement.

Article 14 - Grievance Procedure

A. OBJECTIVES

To informally settle disagreements at the employees-supervisor level;

To provide, if necessary, an orderly procedure to handle the grievance through each level of Supervision;

To correct, if possible, the cause of the grievance to prevent future complaints;

To promote harmonious relations among employees and their supervisors;

To assure fair and equitable treatment of all employees;

To resolve grievances at the departmental level before appeal to higher levels.

B. DEFINITIONS The following terms, as used in the Article, shall have the following meaning:

1. Grievance: A complaint by a non-probationary employee, or the Union, alleging a violation of the MOU, Rules and Regulations or policies governing personnel practices, working conditions or discipline.
2. Day: Calendar day, exclusive of Saturday, Sunday and City holidays.
3. Employee: Any non-probationary employee of the City of Taft.
4. Immediate Supervisor: The person who assigns, reviews, or directs the work of an employee.
5. Superior: The person to whom an immediate supervisor reports.
6. Representative: A person who appears on behalf of the employee.

7. Department Head/Appointing Authority: The officer or employee having charge of the administration of a department of the City of Taft.

C. TIME LIMITS

Time limits are established to settle grievances quickly. Time limits may be extended by agreement of the parties. If the grievant is not satisfied with the decision rendered, it shall be the grievant's responsibility to initiate the action which submits the grievance to the next level of review within the time limits specified. Failure of the employee to submit the grievance within the time limits imposed shall terminate the grievance process, and the matter shall be considered resolved. Failure of the City to respond within the time limits specified will allow the grievant to submit the grievance to the next higher step of the grievance procedure.

D. THE PARTIES RIGHTS AND RESTRICTIONS

1. An employee may have a representative present at all steps of the grievance procedure.
2. Reasonable time in processing a grievance will be allowed during regular working hours.
3. Only a person selected by the employee from within a recognized employee organization (union steward or union representative), and made known to management prior to a scheduled grievance meeting, shall have the right to represent or advocate as an employee's representative.
4. Nothing within this grievance procedure shall be construed as limiting the right of management to manage the affairs of the City.
5. Grievances of an identical nature concerning the same subject matter, may be consolidated.

E. INFORMAL GRIEVANCE DISPOSITION

1. Within twenty (20) days from the occurrence of the issue that gave rise to the complaint, or within twenty (20) days from the employee's knowledge of the occurrence, an employee will promptly and informally meet to discuss the complaint with his immediate supervisor. In those circumstances where the nature of the complaint involves the immediate supervisor, the employee may informally discuss the complaint with the next higher level of supervision provided prior notification is given the immediate supervisor by the employee. Such initial discussion shall precede the use of the formal grievance procedure. If the supervisor fails to reply to the employee within five (5) days of the meeting, either verbally or in writing, or if the employee is not satisfied with the decision, the employee may utilize the formal grievance procedure.

F. FORMAL GRIEVANCE PROCEDURE

Step 1. The grievance form and any supporting documents shall be delivered to the supervisor with whom the informal meeting was held, no later than five (5) days from receipt of the supervisor's informal response or within ten (10) days from the close of the informal meeting if no decision is rendered. The formal grievance procedure shall be initiated by the employee, or the Union, stating the nature of the grievance, the alleged violation by section or number, if any, and the desired solution, in writing on the grievance form, together with any supporting documents attached to the grievance form.

The supervisor shall hold a formal meeting with the employee and the Union steward within five (5) days of the receipt of the formal grievance to review the facts, gather all supporting documents, discuss the complaint and desired solution, and discuss the proper appeal procedure.

The supervisor will issue a written decision on the grievance within five (5) days of the close of the formal meeting.

Step 2. If the employee or Union feels the immediate supervisor has not resolved the grievance, the employee or Union may appeal to the next higher level of supervision. At this time, all supporting documents and evidence relative to the grievance shall be included with the appeal and made known to both parties. The person occupying the next higher level of supervision (identified by the department), together with the department head, shall hold a formal meeting with the employee and the Union representative within ten (10) days from the date of the appeal receipt, and attempt to settle the grievance.

A decision shall be made in writing on the original grievance to the employee by the department head within ten (10) days from the close of the formal meeting.

Step 3. If the employee or Union is not satisfied with the decision of the department head, he may appeal the decision to the City Manager within five (5) days from receipt of the department head's decision.

The City Manager will review the original grievance, all supporting documents, the department head's response, and the remedy requested, and issue a written decision within fifteen (15) days of receipt of the grievance.

If the Union is not satisfied with the decision of the City Manager, the Union may submit the grievance to arbitration by written request to the City Manager within five (5) days. Within five (5) days of receipt of the grievant's request, the City Manager shall set a date for a meeting to:

- 1) Attempt to settle the grievance.
- 2) Agree to any stipulations.
- 3) Agree upon the issue statement.
- 4) Select an impartial arbitrator.

G. SELECTION OF THE ARBITRATOR

If the parties fail to agree on an arbitrator, a list of five (5) neutrals will be jointly requested from the Federal Mediation Service, the State Mediation and Conciliation Service, or the American Arbitrator's Association. The agency will be mutually selected.

The parties shall select a neutral by alternatively striking a name from the list with the remaining name being the selected neutral. Should both parties agree that the first list submitted is unsatisfactory, the parties may request a second list.

The arbitration procedure will be informal and private. The arbitration procedure shall not be bound by any of the rules of evidence governing trial procedure in State courts.

The arbitrator will not have the power to add to, subtract from, or otherwise modify the provisions of any MOU, Rules, Regulations, or Ordinances of the City of Taft.

The arbitrator will confine himself or herself to the issue submitted.

The arbitrator's decision will be advisory to the City Council. The Arbitrator's decision shall be final if not overturned within thirty (30) days by the City Council.

The cost of the arbitrator shall be borne equally between the City and the Union. Any costs associated with witness fees, transcriptions, or special counsel shall be borne by the requesting party.

The arbitrator shall be requested to submit his or her decision within thirty (30) days from the close of the hearing.

It is understood that the Grievance and Arbitration Procedure as outlined above will be incorporated in the City of Taft Personnel Rules and Regulations, and supersedes the existing language in the Rules and Regulations.

Article 15 - Holidays

Full-time employees of the City of Taft shall be entitled to receive all paid holidays observed by the City during the calendar year.

Part-time employees shall receive pro-rata pay for any holiday observed by the City

Holidays observed by the City shall include:

New Year's Day	January 1
Lincoln's Birthday	February 12
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

Holidays occurring on Saturday shall be observed on the Friday immediately preceding the holiday; those occurring on Sunday shall be observed on the following Monday (with the exception of the Eves which will be observed as noted below).

When Christmas or New Years falls on Sunday or Monday, the Eves will be celebrated on the preceding Friday. When Christmas or New Years falls on Saturday, the Eves will be celebrated on Thursday.

Article 16 - Vacation

Full-time and eligible part-time employees of the City of Taft shall be entitled to paid annual vacation based upon length of credited service with the City.

Vacation shall be accrued in the year immediately following an individual's date of employment and shall become due on the employee's first year of service anniversary and on each service anniversary thereafter provided such anniversary marks a year of continuous credited service.

Employees may use vacation entitlement as it is earned provided that only the amount of vacation entitlement accrued, prior to the time vacation is scheduled, is approved and granted.

Vacation schedules shall be subject to approval by the department head.

Vacation Accrual

Permanent full-time employees shall accrue vacation benefits at the rate of 3.0769 hours per payroll period, or 80 hours per year during the first four years continuous service.

Permanent full-time employees shall accrue vacation benefits at the rate of 4.615 hours per payroll period, or 120 hours per year starting at the beginning of the fifth year of service through the ninth year of continuous service.

Permanent full-time employees shall accrue vacation benefits at the rate of 6.1538 hours per payroll period, or 160 hours per year starting at the beginning of the tenth year of service through the nineteenth year of continuous service.

Permanent full-time employees shall accrue vacation benefits at the rate of 7.69 hours per payroll period, or 200 hours per year starting at the beginning of the twentieth year of continuous service.

Vacation accrual shall be limited to an amount equal to twice the employee's annual vacation benefit as noted above after which further accrual will cease.

The City Council of the City of Taft does hereby reserve the right to pay an employee for vacation accruals in excess of the maximum accrual defined herein when, for the convenience of the City and in the determination of the City Council, the employee cannot reasonably be granted time away from the normal work assignment.

Vacation Scheduling and Payment

Vacations shall be scheduled by the employee's immediate supervisor in a manner which will insure adequate departmental staffing at all times.

Should employee vacation requests conflict with staffing requirements, supervisors shall arrange a mutually acceptable vacation schedule based on length of employee service and the order in which employee vacation requests were submitted.

Vacation schedules shall be subject to approval of the department head.

Should a City approved holiday fall during an employee's scheduled vacation, the vacation period should be increased proportionately. If not taken during the scheduled vacation, the proportionate increase shall be granted at a time approved by the employee's immediate supervisor.

Vacation pay shall be computed on an employee's base salary exclusive of premium payments.

Employees leaving the active payroll will be paid for unused vacation accrued during their tenure with the City of Taft.

Accrued vacation benefits shall be paid to the heirs or to the estate of an employee whose death occurs while actively employed by the City of Taft.

Part-time Employees

Permanent part-time employees of the City of Taft hired to work less than forty (40) hours per week but twenty (20) hours or more per week shall accrue vacation benefits on a prorata basis.

Temporary and permanent part-time employees hired to work less than twenty (20) hour per week shall not be eligible for vacation benefits.

Article 17 - Sick Leave

Full-time and eligible part-time employees of the City of Taft, including employees in the probationary period, shall be entitled to annual sick leave with pay.

Sick leave shall not be considered a right, which an employee may use at his/her discretion, but shall be allowed only in case of necessity.

Sick leave with pay shall begin accruing immediately following an individual's date of employment and may be taken at any time hereafter.

In no event, however, shall an employee be entitled to receive sick leave with pay in excess of the number of sick leave hours accrued at the time of illness.

Employees who have exhausted sick leave accrual and who are unable to work due to illness or injury will be placed in a vacation status for the duration of the employee's accrued vacation benefit, if any.

Employees taken ill during a scheduled vacation period shall not be permitted to reschedule vacation to utilize accumulated sick leave without approval of the City Manager. Approval, however, may be granted only when the employee presents a doctor's certification verifying an illness or injury or for reasons of acute bereavement supported by written evidence.

The City of Taft suggests that employees use accumulated sick leave in a judicious manner so that they will be entitled to sick leave with pay in the event of major illness. Employees abusing the sick leave benefit shall be subject to disciplinary action.

Sick Leave Accrual

Full-time employees assigned to a regular eight (8) hour duty shift shall accrue sick leave at the rate of 3.6923 hours per payroll period or one (1) working day for each full month of employment.

Sick leave credit may be accumulated to a maximum of 880 hours, at which time further accrual will cease.

Permanent part-time employees of the City of Taft hired to work less than forty (40) hours per week, but twenty (20) hours or more per week, shall accrue sick leave benefits on a prorata basis.

Temporary employees and permanent part-time employees hired to work less than twenty (20) hours per week shall not be eligible for sick leave benefits.

Sick leave accruals shall be credited only at the conclusion of each payroll period.

Use

Employees may use sick leave accruals for a personal illness or injury which incapacitates the employee for duty.

An employee who is personally undergoing medical, dental, or optical treatment or examination may use sick leave accruals for required time away from work provided such treatment is not the result of an occupationally related illness or injury.

Employees compelled to be absent for reason of severe illness or injury of an immediate family member, may use sick leave accruals. For this purpose, however, immediate family is defined as spouse, parent, or dependent children residing with the employee. An employee may utilize sick leave time to care for individuals outside of the immediate family subject to prior approval of the City Manager.

An employee quarantined by appropriate authority may use sick leave accrual for the duration of the quarantine period.

Sick leave accruals may be used when an employee is required to care for or attend an immediate family member suffering from contagious disease or when the presence of an employee at his work station would jeopardize the health of others due to exposure to a contagious disease.

Requesting Sick Leave

Employees who are absent in accordance with the sick leave policy shall notify their immediate supervisor of such absence no later than one hour following the beginning of their regularly assigned shift. Departmental policy may be more restrictive.

In the event sick leave exceeds one regularly scheduled workday, the employee shall advise his immediate supervisor of the anticipated date of return.

An employee who is on sick leave for three (3) days or more may be required to obtain a doctor's work release which shall be presented to his/her supervisor upon return to work.

An employee's immediate supervisor may place the employee in a sick leave status if, in the opinion of the supervisor, the employee's continued presence at the work station would jeopardize the health, safety or welfare of the employee, other employees, or the City of Taft and its citizens.

Return from Sick Leave

The City of Taft may require an employee who has been on sick leave to satisfactorily complete a physical examination by a City retained physician at the City's expense. Refusal to comply shall constitute sufficient cause for waiver of sick leave, suspension, demotion, or dismissal of the employee from City service.

Employees who have been on sick leave may be required to satisfactorily complete a physical examination administered by the City retained physician if the employee's immediate supervisor believes the City is being exposed to workers' compensation liability, that the health, safety and welfare of the employee or of the City and its employees are being jeopardized, or that the employee is abusing the sick leave benefit.

Payment for Unused Sick Leave

Upon normal service retirement from the City of Taft, the retiring employee shall be paid a lump sum of money not to exceed 50% of accrued sick leave. Additionally, said payment shall not exceed payment of forty-five (45) working days. Such accruals shall be liquidated in cash in the payroll period immediately following the effective date of retirement.

Article 18 - Bereavement Leave

Employees may, with approval by the appointing authority, take up to three days (24 hours) of bereavement leave not chargeable against the employee's sick leave, to attend the funeral or memorial service of a member of their immediate family. For this purpose, however, immediate family is defined as father, mother, son, daughter, brother, sister, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-father, step-mother, step-son, step daughter.

Article 19 - Military Leave

Military leave shall be granted in accordance with the provision of the Military and Veterans Code of the State of California.

Article 20 - Jury Duty

The City of Taft shall grant employees a jury duty leave of absence for the duration of the employee's jury duty assignment.

Jury Duty is defined as the duty requested by any legally constituted court or governmental unit of municipal, county, state or federal jurisdiction and includes active participation as a juror, those instances in which an employee is summoned for examination as a possible jury member and instances in which an employee is called as a witness in action not involving the employee himself.

During a jury duty leave of absence, employees shall be entitled to full salary excluding differential payments less jury duty compensation received from the applicable court or governmental unit.

Employees shall be granted sufficient time for preparation (i.e., dress, etc.) and travel.

The City of Taft reserves the right to request dismissal of any jury duty summons should it believe that the employee's services are necessary to the welfare of the City.

Article 21 - Salaries

Attached, as Exhibit B" to this Agreement is the new City-wide salary schedule applicable to Police Unit employees during the term of this agreement

Effective September 30, 2012:

Dispatchers	Range 27.0
Police Officer	Range 45.2
Senior Officer	Range 46.2
Police Sergeant	Range 54.2

Article 22 - Bulletproof Vests

The City shall provide for each officer covered under this agreement, a bulletproof vest with a protection

level of II or greater. The city shall replace each officer's bulletproof vest no later than the expiration of the Manufacturer's Warranty date, or the expiration of the vest's Safety Certification date, whichever occurs first. If a vest becomes non-usable due to no fault of the officer the City will replace the vest at an earlier date.

If an employee voluntarily leaves the service of the Police Department in less than three years, the employee will pay back to the City the pro-rated cost of the vest, and the employee will keep the vest. The pro-rated cost of the vest shall be 75% of the original cost if the employee leaves with the first 12 full months of service, 50% of the original cost if the employee leaves within 12 months and one day through 24 full months of service, and 25% of the original cost if the employee leaves within 24 months and one day through 36 full months of service. The pro-rated cost of the vest shall be deducted from the separating employee's final paycheck.

If the employee is involuntarily separated from service with the Police Department, he or she will not be charged for the cost of the vest unless he or she elects to purchase the vest in which case the pro-rated costs shall be deducted from the employee's final paycheck. If the employee elects not to purchase the vest, the City shall retain the vest.

Employees shall wear their vests at all times unless otherwise approved by the supervisor.

Article 23 - Higher Classification Pay

In the event an employee is assigned to perform duties of a job classification higher than the classification to which the employee is normally assigned for a cumulative total in excess of 40 hours in a fourteen consecutive day payroll period, such employee shall be paid at the A step of the higher classification for all hours worked in such classification.

Should an employee's current salary exceed the A step of the higher classification, he shall be paid at that step which represents a 5% increase over his current base salary.

It is agreed, however, that no employee shall perform work in a higher job classification unless specifically directed to do so by the head of the department to which the employee is normally assigned or by the formally designated representative of such department head.

Article 24 - Holiday Pay

Holiday pay for Police Unit employees shall be compensated monthly at the employee's normal hourly rate equal to one holiday (8 hours) per month. This compensation shall be in lieu of holiday pay at one and one-half his/her base rate of pay for all time worked.

Article 25 - Educational Incentive

The educational incentive program for sworn police employees is hereby defined as follows:

Effective May 1, 2003, officers holding an Intermediate P.O.S.T. Certificate will receive \$75.00 per month premium.

Effective May 1, 2003, officers holding an Advanced P.O.S.T. Certificate will receive \$175.00 per month premium.

Payment for educational incentive shall begin the first pay period after written notification of compliance with this Article to the City Manager from the Department Head.

Article 26 – Spanish Fluency Incentive

A Spanish Fluency Incentive of \$100 a month shall be given to eligible Police Officers who meet the required conditions and obtain the necessary certifications.

Police Officers who wish to receive this incentive shall obtain the required Certification of Fluency at their own expense. Certificates will only be accepted during the month of May. Certificates must be submitted no later than May 31 of the current fiscal year, so funds can be budgeted for the following fiscal year.

For new Police Officers obtaining employment with the City of Taft, a 30 day period of time will be given from date of hire, to obtain and submit the necessary Certificate of Fluency. If Certificate is not submitted during that time period, such employee will have to wait until the regular submission period of May to qualify for the incentive.

Article 27 - Uniform Allowance

The City shall establish an annual uniform allowance of \$1,100 for Sworn Police personnel. Police personnel will pay for all uniforms, hats, belts, holsters, handcuffs, handcuff cases, keepers, baton, baton grommet ring, mace holder, magazine pouches, and any other optional equipment. All other items, such as, but not limited to badges, patches, the issued department pistol, and mace shall be paid for by the City.

Any major City initiated changes in uniform such as color, style, or type of uniform (pants and shirts) shall be paid for by the City.

Uniform allowance for new employees and terminated employees shall be prorated according to actual time served under the effective rate.

Uniform allowance shall be paid in one lump sum on or before the Friday following the end of the first pay period in July of each year, by separate check.

Uniform allowance for Dispatchers shall be \$450.00 per year. The City shall provide required patches and rockers for Dispatchers.

Article 28 - Special Assignments

Police Officers who are specifically assigned and designated to work as Narcotics Officer, Detective, Canine Handler or Field Training Officer will receive a 5% salary incentive. Police Officers will be entitled to this benefit only when specifically assigned by the Police Chief or his designee and actually working in these classifications. The Field Training Officer will be subject to the 5% salary incentive only when actually involved in the training of a new officer. These assignments are at the discretion of the Police Chief or his designee and may be altered or eliminated at any time without notice.

Article 29 - Call Back Pay

In the event an employee is required to report to work prior to commencement of the employee's next regularly scheduled work shift, the employee will receive a minimum of two hours compensation at one and one-half times the employee's base hourly rate.

For purposes of this Article, the definition of "day" and "work period", as noted in Article 10, shall be applicable.

Article 30 - 4850 Time

The City acknowledges that all sworn officers of Taft Police Department are protected by the requirements of Section 4850 of the California Labor Code.

Article 31 - Life Insurance

Permanent full-time employees of the City of Taft shall be entitled to participate in the City's group life insurance program upon completion of thirty days continuous service.

Should an employee elect to participate in the group life insurance program, the City shall bear the total cost of such insurance for the individual employee.

Employees, however, may not secure group life insurance benefits for dependents upon this program.

Group life insurance benefits shall be \$25,000 for each participating employee.

The City's group life insurance program also provides employee benefits in the event of accidental death or dismemberment subject to conditions outlined in the City's group life insurance policy.

Article 32 - Health Insurance

Effective **October 1, 2012** the City will pay the base rate for the GEMCare Health Plan for full-time employees. Should the employee desire coverage with Kaiser, the employee shall pay the difference between GEMCare and the Kaiser premium if any.

1. The City will pay 100% for employee only coverage.
2. The City will pay 100% for two-party coverage.
3. The City will pay 100% for family coverage.

Employees who are covered under a spouse's plan and wish to waive coverage under the City's plan will receive a \$200 a month "opt-out" option.

Article 33 - Retirement Benefits

For all non-sworn the City of Taft shall maintain the existing 2.0% @ 55 contract with the Public Employees' Retirement System.

All sworn officers of the Taft Police Department shall be enrolled in the 2.0% @ 55 Modified formula.

Effective **September 30, 2012**, employees in the Unit will pay 7% of the employee share of PERS.

Article 34 - Section 125 Program

The City shall continue to offer a Premium-Only Section 125 Program whereby employee contributions towards health and dental insurance premiums will be paid not subject to Federal Income Tax, State Income Tax, or FICA. Employee participation in the program will be voluntary.

Article 35 - Non-Discrimination

It is agreed that both the City and the Union shall provide equal opportunity for all qualified persons; prohibit discrimination because of race, color, religion, sex, age or national origin and promote the full realization of equal opportunity through a positive and continuing program of affirmative action. It is further agreed that no employee shall be interfered with, intimidated, restrained, coerced or

discriminated against by either the City or the Union because of membership or non-membership in the Union.

Article 36 - Savings Clause

It is agreed that in the event a court order renders any Article of this Agreement null and void, said ruling shall negate only the appropriate article and the balance of this Agreement shall stand as written and remain in full force and effect for the duration of said Agreement.

Article 37 - Full Agreement

The City of Taft and the Union agree that this Agreement constitutes the entire contract between them governing wages, hours and conditions of employment of those employees in the bargaining unit during the term thereof and settles all demands and issues on all matters subject to meet and confer.

Accordingly, both the City and the Union do hereby waive the right during the term of this Agreement, to demand negotiation upon any subject matter, whether or not such subject matter has or has not been raised or discussed by either party during negotiations leading to the execution of this Agreement.

Article 38 - Term of Agreement

This Agreement shall become effective upon ratification of the City Council and shall remain in full force and effect through midnight **June 30, 2013**

Parties agree to furnish proposed changes to the Agreement **during the month of April** and the City agrees to implement negotiated adjustments at the beginning of the payroll period commencing nearest July 1st, provided that negotiations have been completed prior to that date. Should negotiations continue beyond July 1, negotiated adjustments shall be implemented at a mutually agreed upon date.

Article 39 - Safety

The City agrees that it will continue efforts to secure the size vehicle fleet that ultimately allows for officers to be assigned vehicles and to allow for implementation of a take home policy for officers who reside within ten (10) miles of City Hall, as previously approved in concept and principle by the City Council. The Union agrees that the provisions of any take home vehicle policy that may be implemented shall be the right and responsibility of management.

Article 40 – On-Call for Court

If an officer is placed “on-call” to stand-by for court appearance on his/her off duty hours, the officer shall receive \$45 as “Court On-Call Time.” If he/she is called to appear, then in lieu of “On-Call” pay, the officer shall be paid a minimum of 2 hours paid at the rate of 1 and ½ times the officer’s hourly base rate of pay or all actual time in court at the rate of 1 and ½ times the hourly rate, whichever is greater.

Article 41 – Layoff

For the purpose of layoff, seniority shall be defined as the first day of paid service in the classification currently held. Employees noticed for layoff may bump back (down) to a formally held classification if they have seniority within that classification. The City will provide at least 45 calendar days notice to the POA of any layoff affecting members of the represented unit.

