

**MEMORANDUM OF AGREEMENT
CITY OF TAFT
AND
TAFT POLICE MANAGEMENT GROUP**

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 Management Group (TPMG) (hereinafter Group), is intended to define wages, hours and working conditions of those employees of the City of Taft represented by the Association 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 – Salaries

Attached as “Attachment 1” to this Agreement is the salary schedule applicable to Police Management employees during the term of this Agreement.

Article 3 – Section 125 Program

The City shall continue to offer a Premium Only Section 125 Program whereby employee contributions toward 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 4 – Health Insurance

During the term of this MOU, the City agrees to assume the cost of employee and dependent health insurance as follows:

The City will pay 100% toward health coverage for employees and dependents covered with the HMO or Kaiser Plan.

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 5 – Life Insurance

Employees included in the Plan shall be entitled to participate in the City’s group life insurance program upon completion of thirty (30) days continuous service. Should an employee elect to participate in 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 under this program.

Group life insurance benefits shall be \$25,000.00 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 6 - Retirement Benefits

Employees in this plan will be responsible for paying the employee contribution required to be paid by employees to CalPERS in accordance with the Public Employees Pension Reform Act (PEPRA) All such payments of the City shall be reported as normal contributions and shall be credited to said employees' accounts pursuant to Government Code Section 20691. This PERS pick-up is done in accordance with Section 414H(2) of the Internal Revenue Code.

Current employees shall maintain their existing retirement formula as contracted with the Public Employees' Retirement System. All new employees shall be enrolled in the Public Employees Retirement System in accordance with the provision of the Public Employees Pension Reform Act (PEPRA)

Article 7 – Worker's Compensation Benefits

The City acknowledges that all sworn officers of the Taft Police Department are protected by the requirements of Section 4850 of the California Labor Code. (Police officers, firefighters, sheriff's officers, and other personnel; leave of absence with salary in lieu of temporary disability or maintenance payments).

Article 8 – Special Leave

Effective July 1 of each fiscal year, employees in this unit shall be granted fifty-six (56) hours, Special Leave with pay which may be requested to be used at any time during the fiscal year upon approval of their department head. This leave must be used during the fiscal year in which it is received. Special Leave may not be carried over to a subsequent fiscal year. Any unused Special Leave at the end of the fiscal year or at time of termination will be forfeited and has no cash value.

Employees who commence employment after July 1 shall receive upon hire a pro-rata amount based on the months remaining in the fiscal year.

Article 9 – Overtime Compensation

Those employees included in the Plan who are classified as non-exempt employees, as defined in the Federal Fair Labor Standards Act shall be entitled to overtime compensation or compensatory time-off (ATO) in accordance with applicable provisions of the Personnel Policies Procedures of the City of Taft.

Those employees included in the Plan who are classified as exempt employees, as defined in the Federal Fair Labor Standards Act, shall not be eligible for overtime compensation or for compensatory time-off (ATO) regardless of the number of hours worked.

Article 10 – Premium Pay

Those employees included in the Plan who are classified as non-exempt employees, as defined in the Federal Fair Labor Standards Act shall be entitled to receive premium pay in accordance with applicable provisions of the Personnel Policies Procedures of the City of Taft.

Those employees included in the Plan who are classified as exempt employees, as defined in the Federal Fair Labor Standards Act, shall not be eligible receive premium pay other than that specifically authorized by the City Council or by this Plan.

Article 11 – Higher Classification Pay

In the event a non-exempt 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 forty (40) hours in a fourteen (14) 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 such an employee’s current salary exceed the A step of the higher classification, he/she shall be paid at that step which represents a five percent (5%) increase over his/her current base salary.

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.

Under normal circumstances, exempt employees shall not be eligible for Higher Classification Pay unless such pay is approved in advance by the City Manager or a designated representative hereof.

Article 12 – Holiday Pay

Employees covered by this MOU who are in classifications designated as FLSA non-exempt and are assigned to a rotating shift schedule 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.

Employees in this unit in positions designated as FLSA exempt are not entitled to additional holiday pay.

Holidays recognized by the City of Taft include:

- New Year’s Day
- Lincoln’s Birthday
- Washington’s Birthday (President’s Day)
- Memorial Day
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year’s Eve Day

Article 13 – Uniform Allowance

The uniform allowance for employees covered by this MOU shall be \$1,100.00 per year. Uniform allowance is paid by the City once per year in the month of July. **The uniform allowance is provided only to sworn personnel in the Unit.**

Article 14 – Other Benefits

All provisions of the City of Taft Municipal Code and all Personnel Policies and Procedures, Rules, and Regulations of the City as they now exist or as they may be hereafter amended shall apply to those employees covered in this MOU in addition to terms and benefits as may be specifically enumerated or modified herein.

Article 15 – No Concerted Action

Employees covered by this MOU will not engage in any work slowdown, speedup, picketing, or refusal or failure to fully and faithfully perform their job functions and responsibilities. Further, employees covered by this MOU will not interfere with the operation of the City Administration, Community Correctional Facility, Police Department, Public Works Department or any other department or operation of the City of Taft.

If, during the term of this MOU, Management, Supervisory, or Confidential employees of the City engage in informational picketing, such picketing shall be restricted to sidewalks directly adjacent to City Hall, Taft Police Department, the CCF, and the City Corporation Yard.

Article 16 – Non-Discrimination

The City of Taft shall provide equal opportunity for all qualified persons. The City shall prohibit discrimination because of race, color, religion, sex, age, or national origin and shall promote the full realization of equal opportunity. No person shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City because the employee has elected to exercise representation rights specified in Section 32500 et. seq., of the California Government Code.

Article 17 – Savings Clause

It is agreed that in the event that any particular Article of this MOU be declared null and void by a Court or Agency so empowered, the ruling shall only negate that section or Article and the remaining portions of the MOU shall remain in full force and effect.

Article 18 – Interpretation Under California Law

This MOU shall be interpreted under the laws of the State of California.

Article 19 Vacation Accrual

Employees covered by this agreement who were laid off from the CCF due to the closure of the facility in 2011 and returned to re-open the facility will accrue vacation leave at the same rate that they were accruing at the time of layoff based on service with the City of Taft. This accrual rate shall become effective moving forward from the date of ratification of this agreement and not be retroactive.

Article 20 – Supplemental Pay

The City agrees to make a supplemental pay in the amount of seven percent (7%) of the employees annual base salary at the time the payment is made as reflected on the City-wide salary schedule to all regular employees covered by this MOU who have been continuously employed with the City of Taft prior to September 2012. Payment in the aforementioned amount will be made to employees on Friday, October 16, 2015 and again on Friday, July 1, 2016.

The City agrees to make a supplemental pay in the amount of three percent (3%) of the employees annual base salary at the time payment is made as reflected on the City-wide salary schedule to all Regular employees covered by this MOU who have been continuously employed with the City of Taft for a least one (1) year prior and have completed probation (as of the date of ratification of this agreement). Payment in the aforementioned amount will be made to employees on Friday, October 16, 2015 and again on Friday, July 1, 2016.

Current employees covered under this agreement who do not meet the eligibility requirements listed above as of the date of ratification of this agreement will receive a one-time supplemental pay in the amount of one percent (1%) of the employees annual base salary at the time payment is made as reflected on the City-wide salary schedule upon completion of one (1) year of service and successfully passing probation.

This above payments will be issued as a separate check. Deductions will be made for any mandated withholdings.

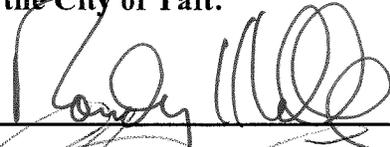
Article 21 – Term

This Memorandum of Understanding shall become effective upon ratification of the parties and shall remain in full force and effect through **June 30, 2017** and from year to year thereafter unless changed through the meet and confer process.

This agreement is entered into this 3rd day of November, 2015.

Signatures:

For the City of Taft:





For the TPMG:









ATTACHMENT 1

POLICE MANAGEMENT SALARY PLAN

The following Classifications are included in this plan as exempt under the FLSA and are not eligible to receive overtime or any premium pay other than that specifically authorized by the City Council or by this Plan.

<u>Classification</u>	<u>Salary</u>	<u>Range Bi Weekly</u>
Facility Manager (MCCF)	63.9	\$3077.91 - \$3741.22
Police Lieutenant	61.3	\$2884.44 - \$3506.06

The following Classifications are included in this plan as Management, Supervisory or Confidential and are designated as non-exempt under the FLSA.

<u>Classification</u>	<u>Salary</u>	<u>Range Bi Weekly</u>
Correctional Captain	51.4	\$2252.72 - \$2738.20
Administrative Assistant (Assigned to Police Chief)	36.6	\$1556.75 - \$1892.24
Correctional Lieutenant (Administrative)	42.5	\$1803.84 - \$2192.58

Education Incentives
Lieutenant \$100.00 / biweekly pay period