

MEMORANDUM OF UNDERSTANDING

SHAFTER POLICE OFFICERS ASSOCIATION AND CITY OF SHAFTER

JULY 1, 2002 THROUGH JUNE 30, 2004

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ARTICLE I - GENERAL PROVISIONS

SECTION 1.1 PREAMBLE

This Memorandum of Understanding (MOU) is made and entered into between the City of Shafter, hereinafter referred to as the "City" and the Shafter Police Officers Association (SPOA), hereinafter referred to as the "Association" pursuant to California Government Code Section 3500, et seq. and the City's Employer - Employee Relations Policy. The purpose of this MOU is the establishment of wages, hours and other terms and conditions of employment.

The City and Association agree that the provisions of this MOU shall be applied equally to all employees covered herein without favor or discrimination because of race, creed, color, sex, age, national origin, political or religious affiliations or association memberships. Whenever the masculine gender is used in this MOU, it shall be understood to include the feminine gender.

SECTION 1.2 RECOGNITION

- a. The City recognizes the Association as the recognized and exclusive representative for Police Officers, Police Dispatchers, Police Sergeants, Senior Police Dispatcher and Senior Police Officers.
- b. This recognition is exclusive of management employees, temporary employees, part-time employees, independent contractors and individuals placed by employment agencies.
- c. The City agrees to meet and confer and otherwise deal exclusively with the Association on all matters relating to the scope of representation under the Meyers-Milias-Brown Act (GC 3500, et seq.), and as provided under the City's Employer-Employee Relations Policy.

SECTION 1.3 SEVERANCE

- a. If any provision of the Agreement should be found invalid, unconstitutional, unlawful, or unenforceable by reason of any existing or subsequently enacted constitutional or legislative provision shall be severed, and all other provisions of the Agreement shall remain in full force and effect for the duration of the Agreement.
- b. If any provision of the MOU should be found invalid, unconstitutional, unlawful or unenforceable, the City and the Association agree to meet and confer in a timely manner in an attempt to negotiate a substitute provision. Such negotiations shall apply only to the severed provision of the Agreement and shall not in any way modify or impact the remaining provisions of the existing MOU.

SECTION 1.4 SOLE AGREEMENT

- a. The City and the Association agree that to the extent that any provision addressing wages, hours, and terms and conditions of employment negotiable under the Meyers-Milias-Brown Act found outside this MOU and are in conflict thereof, this MOU shall prevail.
- b. If during the term of the MOU, the parties should mutually agree to modify, amend, or alter the provisions of this MOU in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the City and the Association. Any such changes validly made shall become part of this MOU and subject to its terms.

SECTION 1.5 FULL FORCE AND EFFECT

- a. All wages, hours, and terms and conditions of employment that are negotiable subjects of bargaining under the Meyers-Milias-Brown Act, including those set in this MOU, shall remain in full force and effect during the term of this MOU unless changed by mutual agreement.

- b. The City will abide by the Meyers-Milias-Brown Act where and when it applies to the Association.

ARTICLE II - RESPECTIVE RIGHTS

SECTION 2.1 ASSOCIATION RIGHTS

The Association shall have the following rights and responsibilities:

- a. Reasonable advance notice of any City ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council.
- b. Reasonable use of one bulletin board at the Shafter Police Department.
- c. The right to payroll deductions made for payments or organization dues and for City approved programs.
- d. The use of City facilities for regular, normal and lawful Association activities, providing that approval of the City Manager or his/her designee has been obtained.
- e. Reasonable access to employee work locations for officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of any department or with established safety or security requirements.

SECTION 2.2 CITY RIGHTS

- a. The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments set standards and levels of service, determine employment standards, direct its employees, take disciplinary action, relieve its employees from duty because of lack of work or funds or for other legitimate reasons, maintain the efficiency of governmental operations, maintain fiscal integrity, determine the methods, means and personnel by which government operations are to be conducted, establish a classification plan, take all necessary actions to carry out its mission in emergencies, and exercise complete control and discretion over its organization and the technology of performing its work.
- b. In addition, the City retains the exclusive right, subject to the provisions of this MOU, the Personnel Rules, and the Meyers-Milias-Brown Act, to take other actions, make decisions, or set procedures or policies it deems appropriate.

ARTICLE III - GRIEVANCE PROCEDURE

SECTION 3.1 GRIEVANCE PROCEDURE

- a. Purpose

In the belief that the resolution of grievances is a constructive management action, a grievance procedure is hereby established. Such a procedure will give permanent employees assurance that the City recognizes their right to be heard and assist them in achieving job satisfaction. The purpose of this procedure is to provide a just and equitable method for the resolution of grievances or complaints without prejudice.

- b. Representation

- 1. The employee has the right to the assistance of a representative of his/her choice in the investigation, preparation and presentation of a complaint or grievance.

2. Representation may occur at any stage of the grievance procedure, provided, however, that prior to calling for representation at step one of the procedure the employee shall discuss his/her complaint or grievance with his/her supervisor. Upon conclusion of the discussion, the employee may request a continuation of the grievance process (step one), to a mutually agreeable time within five (5) working days, to have the assistance of a representative.
3. If the employee selects another employee as his/her representative, such representative shall not be released during working hours without the approval of his/her supervisor.

c. Definition

1. A complaint is defined as an allegation or charge against a party that an error or wrong has been committed.
2. A grievance is defined as the expressed claim by an employee that the City, or one of its representatives has violated, misinterpreted, or misapplied the MOU provisions and/or City personnel ordinances, rules and regulations, or administrative directives.

d. Grievance Conferences

Grievance conferences between management and the employee will normally be conducted during management working hours at a mutually convenient time.

e. Grievance Investigation

The investigation of a complaint or grievance during working hours by an employee and his/her representative, if any, shall be in accordance with the following:

1. Prior to entering any job site, the representative shall obtain the approval of the job site supervisor.
2. There shall be no solicitation of grievances or employee organization membership.
3. The investigation shall be conducted in a reasonable amount of time and expeditiously with due regard for the work requirements of the City.
4. Where the investigation commences prior to the end of the regular workday, time spent after the close of the regular workday shall be the employee's own time.
5. Entry will not be permitted if it would unreasonably interfere with or delay City work.
6. All safety regulations relating to the presence of conduct of persons at the job site

shall be complied with.

f. Steps

1. Step One

- a. The employee shall inform his/her supervisor of the complaint or grievance within five (5) working days after the employee knows, or in the exercise of reasonable diligence should have known of the events giving rise to the complaint or grievance. Failure to complete this procedure will bar further consideration of the complaint or grievance.
- b. The supervisor shall within five (5) working days of the discussion render a verbal decision to the employee.

2. Step Two

- a. Within five (5) working days from receipt of the verbal decision from the supervisor, the employee, if he/she wishes to appeal the decision, shall notify the Department Head of his/her intent to appeal the decision. Failure to complete this procedure will bar further consideration of the complaint or grievance.
- b. The Department Head or his/her designated representative shall, within five (5) working days of the notification as required above, have a discussion with the employee concerning the complaint or grievance
- c. The Department Head or his/her designated representative shall, within five (5) working days of the discussion, render a written decision to the employee.

3. Step Three

- a. Within five (5) working days from receipt of the written decision from the Department Head, the employee, if he/she wishes to appeal the decision, shall notify the City Manager in writing of his/her intent to appeal the decision. Failure to complete this procedure will bar further consideration of the complaint or grievance.
- b. The City Manager or his/her designated representative shall, within five (5) working days of the written notice, render a written decision to the employee. Nothing in this Section shall prohibit more expeditious handling of the complaint or grievance. The decision of the City Manager shall be final and binding with regards to all complaints that reach this level.

4. Step Four

- a. Within ten (10) working days from receipt of the written decision from the City Manager, the grievant, if he/she wishes to appeal the decision, shall file with the City Manager a written demand requesting a hearing before the City Council to review the decision reached regarding his/her grievance.
- b. Upon the receipt of written demand for City Council review, the City Manager shall compile the entire record of the grievance along with whatever other data he/she deems pertinent for a fair and objective appraisal of the employee's appeal. The City Council shall investigate the case and, if the preliminary findings so warrant, may schedule a hearing. The City Council shall have at its discretion the power to adjudicate an appeal without a hearing.
- c. When the City Council establishes a hearing date, the City Manager shall notify the affected parties of the date, time and place set by the City Council; and shall publicly post, at such places as the City Council may prescribe, a notice of the date, time and place of the hearing together with the names of the affected parties. Unless incapacitated, the employee shall appear personally before the City Council at the hearing, and may be represented by any person or Attorney he/she selects.

The City Council shall administer oaths to witnesses testifying in said hearings. The hearing may be open or closed to the public at the option of either the employee or City Council unless the employee specifically requests a public hearing. Each member of the City Council shall have the power to cause subpoenas to be issued to compel the attendance of witnesses and the production of evidence relating to the hearing subject matter. Any Council member present at the hearing shall have the power to administer oaths to witnesses. The refusal of a City employee to testify under oath shall be grounds for disciplinary action. Service of subpoenas shall be made by the Police Chief or his/her subordinates.

- d. The City Council through the Mayor shall conduct the grievance appeal hearing in the following manner:
 1. The hearing shall be called to order by the Mayor at the scheduled time.
 2. The aggrieved employee shall first present his/her grievance, together with whatever witnesses and evidence he/she may deem pertinent. The employee and his/her witnesses shall be subject to cross-examination by the representative of the City government administration.
 3. Representative of the City government administration may present witnesses and evidence pertinent to and supportive of the City's position. The City's witnesses shall be subject to cross-examination by the aggrieved employee.
 4. Closing arguments shall then be presented, with the employee or his/her

representative preceding the representative of the City government administration in presentation.

5. The City Council shall then formally adjourn the hearing. At any time during the hearing, the City Council may suspend the procedure to allow one or more Council members to interrogate a witness, one of the parties or one of the representatives of the parties.
- e. Written findings and recommendations of the City Council shall be rendered within ten (10) calendar days from the date of the closing of the hearing, and shall thereupon be directed to the City Manager, the Department Head, the immediate Supervisor and the aggrieved employee. The decision of the City Council shall be final. A copy of the City Council's findings and recommendations shall be entered into the minutes of the Council, and a copy placed in the employee's personnel file.

ARTICLE IV - HOURS OF WORK AND OVERTIME

SECTION 4.1 HOURS OF WORK

a. Work Period

1. The normal work period shall be seven (7) days with a maximum non-overtime of forty (40) hours. The work period shall commence at 0000 hours Sunday and end at 2400 hours Saturday.
2. When mutually agreed upon by both the City and the Association, employees may be placed on alternative work schedules. Use of an alternative work schedule shall be on a trial basis not to exceed three (3) months. Extension may be granted at the sole discretion of the Department Head. The City reserves the right to terminate this alternative work schedule anytime if it is found unsatisfactory at the sole discretion of the Department Head. Employees may terminate this alternative work schedule if it is found unsatisfactory by at least two-thirds of the recognized employees. Matters concerning alternative work schedules are not subject to the grievance procedure. The alternative work period shall be fourteen (14) consecutive days with a maximum non overtime of eighty (80) hours. The work period shall commence at 0000 hours Sunday and end at 2400 hours Saturday. Benefits such as vacation, holiday and sick leave accrue on an eight (8) hour day. Absences from a work day exceeding eight (8) hours require use of additional accrued leave.

b. Shift Change Notification

Shift work employees shall be granted five (5) working days of advance notice of changes in scheduled shifts unless such change is due to illness or emergency.

c. Shift Employee Mealtime

1. Mealtime for shift employees is thirty (30) minutes of paid time, therefore shift employees shall be subject to call out during mealtime. Nothing in this section provides for or implies any additional compensation or benefit if a mealtime is not received.
2. Mealtime for non shift employees is sixty (60) minutes of non paid time.

d. Rest Periods

Rest periods will normally be provided to employees at the rate of fifteen (15) minutes for each four (4) hours worked. Rest periods are not to be construed as mealtime. Nothing in this section provides for or implies any additional compensation or benefits if a rest period is not received.

e. Definition of Shift Employee

Shift employees include Police Officers, Police Dispatchers, Police Sergeants, Senior Police Dispatcher and Senior Police Officers regularly assigned to positions that require duties to be regularly performed on a twenty-four (24) hour day, seven (7) days a week basis.

f. Shift Trades

Employees of equal rank will be allowed to trade shifts from time to time if the following criteria are met:

1. The trade does not adversely impact the Department's operating needs.
2. The trade does not result in the payment of overtime to the trading employees.
3. The trade is by mutual consent of the employees involved.
4. The trade request must be submitted in writing to the employees supervisor, signed by both employees and approved by the Department Head or his/her designee.
5. The trade days occur within the same pay period.

SECTION 4.2 OVERTIME

a. Rate

Employees shall be paid overtime at the rate of time and one-half his/her regular rate of

pay. All overtime shall be recorded and paid based on fifteen (15) minute increments. For each full fifteen (15) minute period worked, the employee shall be compensated for one quarter (1/4) hour of overtime.

b. Hours Paid

1. Overtime shall be paid for hours worked in excess of forty (40) hours in a normal 7-day work period. Vacation leave, sick leave, and compensating time off constitute hours worked.
2. Overtime shall be paid for hours worked in excess of eighty (80) hours in an alternative 14-day work period. Vacation leave, sick leave, and compensating time off constitute hours worked.

c. Compensatory Time Off (CTO)

Notwithstanding the provisions of this section, employees may be granted CTO for overtime credit computed at time and one-half at the discretion of the Department Head and with due regard for the wishes of the employee. Employees may accrue a maximum of one-hundred twenty (120) hours in their CTO account. Requests to use CTO shall be granted with due regard for operational necessity such as staffing levels.

d. Schools/Training/Qualifications/Department Meetings

All schools, training, qualifications, and department meetings required by the City or Department and attended by employees on off duty time shall be compensated by time and one-half rate of pay with a minimum compensation of two (2) hours.

SECTION 4.3 CALLBACK PAY

Employees who are called to duty at a time they are not working shall be compensated at one and one-half times the regular rate of pay with a minimum compensation of two (2) hours.

SECTION 4.4 COURT TIME/STANDBY TIME

Employees placed on standby by the court at a time they are not working shall receive two (2) hours pay at time and one-half. If he/she is called to court he/she shall receive compensation for prior standby time up to a maximum of two (2) hours plus actual court time including travel, at time and one-half pay.

ARTICLE V - PAY PROVISIONS

SECTION 5.1 SALARY

- a. Effective July 1, 2002, the Senior Police Dispatcher and Police Dispatcher positions shall receive a general salary increase of seven (7%) percent. The City and Association agree that the actual salary increase for each classification may vary slightly due to rounding.
- b. Salary step increases to Steps B, C, D and E shall be considered merit increases. Employees shall be eligible for salary advancement to the next step upon completion of twelve (12) months of satisfactory job performance and normally increasing job productivity at the present step, and upon recommendation of the Department Head and approval of the City Manager.

SECTION 5.2 EDUCATION INCENTIVE PAY

- a. Employees shall be reimbursed up to five hundred dollars (\$500) in any three (3) month period for expenses incurred for taking college courses and other courses under the following conditions:

1. Prior Department Head and City Manager approval is obtained.
2. The course furthers a job related major as approved by the Department Head or his/her designee.
3. College courses require a minimum three (3) units completed with a grade of "C" or better.

- b. POST Incentive Pay

1. Purpose

- A. Employees with average or standard performance are a valued part of the City organization. The POST Incentive Pay is an incentive intended to reward sworn police officers for extraordinary contributions to the safety and security of the community of Shafter. The POST Incentive Pay is a privilege and not a right.

2. The POST Incentive Pay is as follows:

- A. Intermediate Certificate is \$150 per month.
- B. Advanced Certificate is \$50 per month over the Intermediate Certificate incentive.

3. Upon approval by the City Manager, the POST Incentive Pay shall become effective the first day of the pay period following the City Manager's approval.

4. Eligibility

- A. The employee must be employed as a full-time Police Officer authorized by Penal Code 830.1.

- B. The employee must have been issued and possess a POST Intermediate or Advanced Certificate.

C. Performance Appraisal Report (PAR)

1. The employee must have achieved an overall “Meets Standard” or better rating on a PAR issued within the last 12 months.
2. The employee must have attained a rating better than “Meet Standard” in three of the following areas:
 - A. Diligence
 - B. Initiative
 - C. Quality of Work
 - D. Community Relations
3. An employee holding the rank of Police Sergeant must have attained a better rating than “Meets ” in one of the following areas:

- A. Inspection
- B. Personnel Development
- C. Planning and Organizing

D. The employee must not have been the subject of disciplinary action for acts of misconduct that resulted in a suspension, demotion or loss of pay. Traffic accidents excluded.

E. The employee must have completed the Field Training Program.

5. Application Procedure

E. It is the employee’s responsibility to apply for consideration for the POST Incentive Pay to their immediate supervisor in a written memorandum along with a copy of the POST certificate.

F. Upon receipt of the employee’s written memorandum, the supervisor shall make a recommendation to the Police Chief within ten (10) calendar days. The supervisor must validate his/her recommendation in writing. A copy of the supervisor’s recommendation shall be given to the employee.

G. Upon receipt of the supervisor’s recommendation, the Police Chief shall make a recommendation to the City Manager within ten (10) calendar days. The Police Chief must validate his/her recommendation in writing. A copy of the Police Chief’s recommendation shall be given to the employee. The City Manager shall render a decision within ten (10) calendar days.

6. Appeal

- A. An employee may appeal to the Police Chief within ten (10) calendar days of receipt of the supervisor's negative recommendation by submitting a written memorandum. The appeal must provide reasons for his/her appeal.
- B. An employee may appeal to the City Manager within ten (10) calendar days of receipt of the Police Chief's negative recommendation by submitting a written memorandum. The appeal must provide reasons for his/her appeal. The City Manager shall render a decision within ten (10) calendar days. The decision of the City Manager is final.
- C. An employee denied the POST Incentive Pay shall be ineligible from reapplying for six months. The employee and his/her immediate supervisor shall develop a plan in writing on how to accomplish attainment of the POST Incentive Pay. The employee's immediate supervisor shall prepare a written progress report and meet bi-monthly with the employee to discuss the employee's progress on the plan. Upon conclusion of the initial six month waiting period, such employee may reapply by following the application and appeal procedure outlined in this policy.
- D. Upon denial of the POST Incentive Pay for an employee on probationary status, the employee must wait until completion of the probationary period to reapply.

7. Recertification

- A. An employee receiving the POST Incentive Pay is required to recertify annually during review for the (PAR).
- B. The application and appeal procedure as outlined in this policy will be followed, except that such employee is not required to submit a written memorandum requesting consideration for the POST Incentive Pay. It is the supervisor's responsibility to automatically include a recommendation in the PAR on the employee's continued suitability to receive the POST Incentive Pay. Supervisors must validate their recommendation in writing in a separate paragraph in the PAR.

SECTION 5.3 BILINGUAL SPANISH INCENTIVE PAY

Employees shall receive incentive pay at five (5%) of base salary per month for having bilingual ability in Spanish to the satisfaction of the Department Head or his/her designee.

SECTION 5.4 RETIREMENT

- a. The City will contract with the California Public Employees Retirement System and agrees to pay the employee's 7% member contribution. The plan benefits consist of 2% at 55 Full Formula; Limit Prior Service to Members Employed as of Contract Date (GC 20938); Credit for Unused Sick Leave (GC 20965); and Local System Service Credit included in the basic death benefit (GC 21536); and One Year Final Compensation (GC 20042).

- b. Effective January 1, 2003, the City will contract for the positions of Police Officer, Senior Police Officer, and Police Sergeant with the California Public Employees Retirement System and agrees to pay the employee's 9% member contribution. The plan benefits consist of 3% at 55 Full Formula; Limit Prior Service to Members Employed as of Contract Date (GC 20938); Credit for Unused Sick Leave (GC 20965); Local System Service Credit included in the basic death benefit (GC 21536); and One Year Final Compensation GC 20042.

SECTION 5.5 SICK LEAVE

- a. Sick leave accrues at a rate of eight (8) hours per month. There is no limit to the accumulation, however, the maximum shall revert back to one hundred twenty (120) days in the event of legislation requiring cities to provide conversion rights.
- b. Employees with at least 480 hours of accrued sick leave shall be eligible for the Stay Well Bonus. For purposes of sick leave accounting, the annual period shall be January 1 through December 31. All unused sick leave above 480 hours will be used for calculating the employee's stay well bonus paid on December 15. Net sick leave earned and not used will be divided in half. One-half will be paid at the employee's full hourly rate and the remaining one-half shall remain as regular sick leave. Employees leaving City service who are eligible for the bonus will be paid a prorated share of their bonus.
- c. Upon service retirement, disability retirement, or death, active employees will be paid for all sick leave hours accrued in excess of 720 hours at the rate for which it was earned.
- d. Employees may use sick leave for an emergency or serious illness of their spouse or dependent children.
- e. Employees employed as of July 1 who do not use any sick leave during the period July 1, through June 30, shall be credited on July 1 of the following fiscal year, with one eight (8) hour floating holiday. Sick leave paid according to the Section 5.5.b. shall not be considered as sick leave used for the purposes of determining eligibility for Section 5.5.e. The floating holiday cannot be carried over to the next fiscal year. Use of a floating holiday must have prior department approval and shall be consistent with the efficient operation of the department.

SECTION 5.6 VACATION LEAVE

- a. Employees having less than one (1) year continuous employment shall not be entitled to vacation with pay.
- b. Vacation days are based on an 8 hour day and shall be credited on a pro-rated basis as follows:

Years of Service	Employed Before July 1, 2000			Employed after June 30, 2000		
	Regular Days	Added Benefit	Total	Regular Days	Added Benefit	Total
1 year	10 days	0 days	10 days	10 days	0 days	10 days
3 years	11 days	0 days	11 days	10 days	0 days	10 days
4 years	11 days	0 days	11 days	10 days	0 days	10 days
5 years	12 days	3 days	15 days	12 days	3 days	15 days
6 years	12 days	3 days	15 days	12 days	3 days	15 days
7 years	13 days	2 days	15 days	13 days	2 days	15 days
8 years	13 days	2 days	15 days	13 days	2 days	15 days
9 years	14 days	1 day	15 days	14 days	1 day	15 days
10 years	14 days	3 days	17 days	14 days	3 days	17 days
11 years	15 days	2 days	17 days	15 days	2 days	17 days
12 years	15 days	2 days	17 days	15 days	2 days	17 days

13 years	16 days	1 day	17 days	16 days	1 day	17 days
14 years	16 days	1 day	17 days	16 days	1 day	17 days
15 years	17 days	3 days	20 days	17 days	3 days	20 days
16 years	17 days	3 days	20 days	17 days	3 days	20 days
17 years	18 days	2 days	20 days	18 days	2 days	20 days
18 years	18 days	2 days	20 days	18 days	2 days	20 days
19 years	19 days	1 day	20 days	19 days	1 day	20 days
20 years	19 days	6 days	25 days	19 days	6 days	25 days
21 years	20 days	5 days	25 days	20 days	5 days	25 days

- c. Employees are required to take all earned vacation within a year after it is earned. Employees desiring to carry over any vacation hours from one year to the next must obtain prior approval of the Department Head and the City Manager. Accrual of vacation leave may stop until vacation leave is taken.
 - 1. The additional benefit must be used within a year from which it is earned. Employees may bank a maximum accumulation of 12-months additional benefit based on a rolling forward method. Employees who reach the maximum will stop accruing the additional benefit until the balance is below the maximum accrual limit.
- d. The time during the year at which employees may vacation shall be determined by the Department Head with regard for the wishes of the employee and particular regard for the needs of the City.
- e. Employees who terminate employment, shall be paid in a lump sum for all accrued vacation earned up to the effective date of termination.

SECTION 5.7 HOLIDAYS

- a. The following are paid city holidays:

Holiday	Date	Hours
New Year's Day	January 1	8
Washington's Birthday	3 rd Monday in February	8
Memorial Day	Last Monday in May	8
Independence Day	July 4	8
Labor Day	1 st Monday in September	8
Veterans Day	November 11 th	8
Thanksgiving Day	4 th Thursday in November	8
Day after Thanksgiving	4 th Friday in November	8
Christmas Eve	December 24	4
Christmas Day	December 25	8
New Years Eve	December 31	4
Martin Luther King Jr.	Floating Holiday	8
Floating Holiday	Floating Holiday	8

- b. Employees employed as of July 1 shall be eligible for the two floating holidays listed above. Floating holidays must have prior department approval and shall be consistent with the efficient operation of the department. The holiday must be used by June 30 and cannot be carried over to the next fiscal year.
- c. In addition, any day proclaimed by the City Council as a holiday.
- d. Shift employees may bank holidays as holiday time credit. Employees shall earn holiday leave credits based on time in service for each holiday listed. The maximum accrual balance is one-hundred twenty (120) hours of holiday credit. Employees may use holiday leave credits with prior approval and shall be consistent with the efficient operation of the department. All remaining holiday leave credits shall be paid at the employee's current rate of pay on a one-time annual lump sum basis on or before June 30. Prorated adjustments based on time in service will be made for employees entering or leaving service.

- e. Employees required to work on holidays shall be compensated at a rate of time and a half within the applicable pay period. The time and one half rate shall be for actual hours worked up to 8 hours, except that Christmas Eve and New Years Eve shall be limited to actual hours worked up to 4 hours.

SECTION 5.8 BEREAVEMENT LEAVE

- a. Employees shall be granted three (3) days bereavement leave in case of death of his/her spouse, child, parent, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother and sister.
- b. Employees may be granted five (5) days bereavement leave as approved by the City Manager in case of death of the employee's spouse or child when the funeral takes place out of State or more than 200 miles from Shafter.

SECTION 5.9 MILITARY LEAVE

Military leave shall be granted according to the provisions of State law. Employees shall give the Department Head an opportunity within the limits of military regulations to determine when such leave shall be taken.

SECTION 5.10 OUT-OF-CLASS PAY

Employees working out-of-class shall receive pay at five percent (5%) above base salary or at the A Step of the out-of-class position, whichever is greater, commencing on the fifteenth (15) consecutive working day worked out-of-class. The employee shall be substantially fulfilling all requirements of the position as approved by the City Manager.

SECTION 5.11 CANINE HANDLER INCENTIVE PAY

The canine handler shall receive incentive pay at two and one half percent (2½%) of base salary.

ARTICLE VI - HEALTH AND WELFARE

SECTION 6.1 MEDICAL AND DENTAL INSURANCE COVERAGE

- b. The City shall pay one hundred percent (100%) of the medical and dental premium for employees and eligible dependents through April 30, 2003. The City and Association agree to reopen for renegotiation of payment of medical and dental premiums on or before April 30, 2003. The City may shop for and implement a new plan as long as benefits are not significantly reduced.
- c. The City shall reimburse employees for employee and dependent optical expenses not covered in the health package up to a maximum of two hundred dollars (\$200) per family per year. This benefit is prorated monthly.
- d. The City shall provide employees a life insurance plan equal to the employee's annual base salary plus \$17,000.
- e. Subject to IRS Code 125 and insurance plan eligibility, the City shall pay \$152.00 monthly to employees who decline participation in the City's medical insurance plan. Proof of other insurance coverage is required.

SECTION 6.2 UNIFORM/SAFETY EQUIPMENT ALLOWANCE

- a. Employees who are required to furnish and maintain City uniforms shall be compensated annually as follows:

Police Dispatchers - \$650 Police Officers - \$750 Senior Police Officers - \$750

- b. Sworn officers shall be paid two hundred dollars (\$200) annually for all items of safety equipment. Sworn officers agree to waive all requirements upon the City regarding safety equipment. City will provide bullet proof vests to employees requiring such protection.
- c. Uniforms and safety equipment damaged on duty shall be replaced as prorated by the Department Head. Employees are required to seek reimbursement through the courts with all practical diligence.
- d. Uniform and safety equipment allowance shall be paid in an annual lump sum on or near July 1 of each year. When employees leave city service, the annual uniform and safety equipment allowance is prorated and any unearned portion shall be deducted from the final pay check.

SECTION 6.3 PROBATION

The probationary period for new employees and promotions is twelve (12) months. However, based upon an unsatisfactory evaluation in an area that may be improved to satisfactory performance, probation may be extended a maximum of six (6) months. Employees who have their probation extended shall not have a salary step increase until successful completion of the probationary period. There is no appeal process to termination by probationary employees.

ARTICLE VII - CLOSING PROVISIONS

SECTION 7.1 TERM

The term of this MOU shall commence on July 1, 2002, and expire on June 30, 2004.

SECTION 7.2 SIGNATURES

This MOU has been ratified and adopted pursuant to the recommendation of the following representatives:

SPOA

CITY

Diana Burnett

Date

Mayor, City of Shafter

_____ Date

City Manager, City of Shafter

_____ Date

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

SHAFTER POLICE OFFICERS ASSOCIATION

AND

CITY OF SHAFTER

JULY 1, 2002 TO JUNE 30, 2004

**LETTER OF AGREEMENT
SHAFTER POLICE OFFICERS ASSOCIATION
JULY 1, 2002 TO JUNE 30, 2004
MEMORANDUM OF UNDERSTANDING
WITH THE CITY OF SHAFTER**

This Letter of Agreement represents an agreement between duly authorized representatives of the Shafter Police Officers Association and the City of Shafter. The Shafter Police Officers Association and the City of Shafter agree to the following provisions:

SECTION 5.1 SALARY

- f. It is further agreed that the City will provide additional compensation to employees in the positions of Senior Police Dispatcher and Police Dispatcher in the form of a one-time salary payment. This benefit is payable on or about August 1, 2003, and is limited to active employees employed as of payment date. Subject to payroll taxes, the payment is based on continuous full-time City service according to the following schedule:

Years of Service	Amount
1	\$487.00
3	\$1,025.00
6	\$1,517.00
8	\$2,323.00
10	\$3,566.00

- g. Effective July 1, 2004, the salary schedule will be adjusted to increase the salary range for police sergeants two (2%) percent. The City and Association agree that the actual salary increase may vary slightly due to rounding.

SECTION 6.2 UNIFORM/SAFETY EQUIPMENT ALLOWANCE

In addition to the uniform allowance specified in Section 6.2 of the Memorandum of Understanding, the City will provide a one-time lump sum payment of five hundred dollars (\$500). This benefit is limited to active employees employed as of contract date.

SECTION 7.1 TERM

Except as provided above, all other provisions of the 2002/2004 Memorandum of Understanding between the parties shall remain unchanged. The term of the Memorandum of Understanding shall expire on June 30, 2004.

SECTION 7.2 SIGNATURES

This Amendment has been ratified and adopted pursuant to the recommendation of the following:

SPOA

CITY OF SHAFTER

Diana Burnett

Date

John Guinn, City Manager

Date

AMENDMENT NO. 1
MEMORANDUM OF UNDERSTANDING
SHAFTER POLICE OFFICERS ASSOCIATION
AND
CITY OF SHAFTER
JULY 1, 2002 TO JUNE 30, 2004
(JULY 1, 2004 TO JUNE 30, 2005)

This Amendment to the 2002/2004 Memorandum of Understanding (MOU) represents an agreement between duly authorized representatives of the Shafter Police Officers Association (SPOA) and the City of Shafter. The SPOA and the City agree to continue the provisions of the 2002/2004 MOU with the following modifications:

Article I

Section 1.2: Recognition

The City agrees to reclassify the position of Senior Police Dispatcher to Records/Dispatch Supervisor. The reclassification shall be at Range 26 of the City's Salary Schedule. This reclassification shall be applied retroactively to July 1, 2004.

Article V

Section 5.1: Salary

The City will provide additional compensation to employees on active pay status in the form of a one-time salary payment. This benefit is payable on or about December 3, 2004. This benefit is payable only to those employees on active pay status as of payment date. Subject to payroll taxes, payment to each employee is proportional to each employee's total years of service based on continuous full-time City Service as of the signing of this agreement, as follows:

Years of Service	Gross Amount
Less Than 1	-0-
1	\$485.00
3	\$1,025.00
6	\$1,515.00
8	\$2,320.00
10	\$3,550.00

Section 5.2: Education Incentive Pay

c. College Degree Incentive Pay

1. The City shall provide an incentive to obtain a level of education beyond that of high school graduation provided the course of study is in a job-related subject. Job related subjects includes Administration of Justice, Police Science, Police Administration,

Criminology, or Criminal Justice. Other subject fields may be considered as qualifying on a case-by-case basis as approved by the Chief of Police and the City Manager. Compensation is as follows:

- a. An employee with 60 or more semester units and currently enrolled and participating in courses normally required for, or included in the curriculum leading towards a degree, shall be compensated 2.5% of base salary.
- b. An employee with an associates degree from an accredited college or university, shall be compensated 2.5% of base salary. An employee receiving the incentive for an associates degree shall not receive the incentive for having 60 or more semester units.
- c. An employee with a qualified job-related bachelors degree from an accredited college or university, shall be compensated 5% of base salary. An employee receiving the incentive for an bachelors degree shall not receive the incentive for having as associates degree or for having 60 or more semester units. The maximum education incentive pay is 5% of base salary.

Section 5.7: Holidays

- e. The holiday is recognized beginning at 12 a.m. at the start of the day on the holiday falls on until to 12 a.m at the end of the day on the holiday. The maximum holiday compensation is 8 hours at straight time when an employee does not work on the holiday, except that Christmas Eve and New Years Eve is limited to 4 hours at straight time. Holiday compensation when an employee works on the holiday shall be at time and one half for all hours worked during the holiday, except that the Christmas Eve holiday and the New Years Eve holiday shall be compensated up to a maximum of four (4) hours at time and one half.

Example No. 1

Employee works a regularly scheduled shift beginning at 6 p.m. the day before Veteran's Day until 6 a.m. on Veteran's Day. Holiday compensation is six (6) hours at time and one half for the hours between 12 a.m. to 6 a.m. and 2 hours at straight time.

Example No. 2

Employee works a regularly scheduled shift beginning at 6 p.m. the day before Memorial Day until 6 a.m. on Memorial Day, and returns to work at 6 p.m. on Memorial Day until 6 a.m. the day after Memorial Day. Holiday compensation is twelve (12) hours at time and one half for the hours between 12 a.m. to 6 a.m. and 6 p.m. and 12 a.m. on Memorial Day.

Example No. 3

Employee does not work on Christmas Eve. Holiday compensation is four (4) hours at straight time.

Section 5.10: Out of Class Pay

To assure the orderly performance and continuity of public services, the City may be required to temporarily upgrade employees on an acting basis to positions of higher rank. For the purpose of this Section, it is understood that temporary upgrading may be required in order to fill or compensate for temporary vacancies.

In the case of a temporary upgrading for more than fifteen (15) consecutive work days, said employee acting in the position of higher rank shall be compensated with Out-of-Class Pay at a rate of 5% of base salary or the A step of the temporary upgraded position, whichever is greater, commencing on the 15th consecutive work day.

Said employee shall be substantially fulfilling all requirements of the position as approved by the City Manager to receive Out-of-Class Pay.

Should an assignment to a temporary upgraded position continue beyond 12 months, said employee shall be compensated at the next step in the salary schedule for the upgraded position, at the completion of 12 months in the temporary position, and annually thereafter while assigned in the upgraded position, until said employee attains the top step of the out-of-class salary range.

Section 5.11: Training Officer Pay

Duties for Senior Police Officers, Sergeants and the Records/Dispatch Supervisor include the training of new staff. Senior Police Officers, Sergeants and the Records/Dispatcher Supervisor are not eligible for Training Officer Pay when assigned as training officers.

Should an employee holding the rank of police officer or dispatcher be designated as a training officer, said employee shall be compensated with Training Officer Pay at a rate of 5% of base salary during the time in which training officer designation occurs. Designation as a training officer on an incidental basis is excluded. Incidental basis is defined as 3 consecutive shifts assignments or less.

Article VI

Section 6.1 Medical and Dental Insurance

- a. The City shall maintain group medical and dental insurance plans, and shall pay all premium costs for each full-time employee covered by this agreement and the cost of dependents eligible as determined by the group plan.

Article VII

Section 7.1: Term

The term of the 2002/2004 Memorandum of Understanding is hereby extended from an expiration date of June 30, 2004 to an expiration date of June 30, 2005. Except as provided above, all other provisions of the 2002/2004 SPOA MOU remain unchanged.

The provisions of this Amendment shall become effective the first pay period following the signing of this Amendment.

Ratification

This Amendment has been ratified and adopted pursuant to the recommendation of the following:

SPOA

CITY OF SHAFTER