

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**SHAFTER POLICE OFFICERS ASSOCIATION**

**AND**

**CITY OF SHAFTER**

**JANUARY 1, 2022 THROUGH DECEMBER 31, 2023**

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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 Animal Control Manager, Animal Control Officer, Police Dispatchers, Police Officers, Police Sergeants, Records/Dispatch Supervisor, 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.
- f. Time off allowance to employee representatives shall be as afforded in section 3505.3 of the Meyers-Milias-Brown Act.
- g. Reasonable notification of officer involved shootings and any incident during which a member requests representation by the Shafter Police Officers Association or Legal Counsel provided by the Shafter Police Officers Association.

### **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 procedures 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 and 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 Saturday and end at 2400 hours Friday.
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 Saturday and end at 2400 hours Friday. 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. Only sworn employees are eligible for the 14-day work period in accordance with the 207(k) partial overtime exemption.

#### **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 Animal Control Manager, Animal Control Officer, Police Dispatchers, Police Officers, Police Sergeants, Records/Dispatch Supervisor, 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 employee's 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

- c. 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 compensatory time off constitute hours worked.
- d. 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 compensatory 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. Requests to use CTO shall be granted with due regard for operational necessity such as staffing levels. Employees may accrue a maximum of two-hundred (200) hours in their CTO account. All CTO hours over one-hundred sixty (160) earned and accrued through June 30<sup>th</sup>, shall be paid at the employee's current rate of pay on a one-time annual lump sum basis on or before July 31<sup>st</sup>.

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. This section does not apply to standby/court time, see section 4.4 for standby/court time pay.

#### **SECTION 4.4 STANDBY TIME/COURT TIME**

a. Standby Pay

Employees placed on standby at a time they are not working shall receive two (2) hours pay at time and one-half.

b. Court Subpoena Appearance Pay

Employees appearing in court pursuant to a subpoena from court standby shall receive three (3) hours pay or actual court time including travel, whichever is greater, at time and one-half. Court pay is in addition to standby pay, if any.



## ARTICLE V - PAY PROVISIONS

### SECTION 5.1 SALARY

- a. Effective January 1, 2022, sworn recognized employees shall receive a one percent (1%) cost of living adjustment and a two percent (2%) equity adjustment.
- b. Effective January 1, 2022, non-sworn recognized employees shall receive a one percent (1%) cost of living adjustment.
- c. Effective January 1, 2023, all recognized employees shall receive a two percent (2%) cost of living adjustment.
- d. A citywide compensation study shall be completed by December 31, 2022, which will include both, sworn and non-sworn positions.
- e. All benefits and other terms of the MOU shall remain in effect.
- f. Local Safety employees hired on or after January 1, 2013, and identified as a “New Member” by the California Public Employees Retirement System as defined in Government Code Section 7522.04(e,f) shall receive “New Member Premium Pay” equal to 50% of the annual normal cost rate for CalPERS 2.7%@57 Safety formula. The City and Association agree that the actual percentage may vary slightly due to rounding.
- g. Local Miscellaneous employees hired on or after January 1, 2013, and identified as a “New Member” by the California Public Employees Retirement System as defined in Government Code Section 7522.04(e,f) shall receive “New Member Premium Pay” equal to 50% of the annual normal cost rate for CalPERS 2%@62 Miscellaneous formula. The City and Association agree that the actual percentage may vary slightly due to rounding.
- h. 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 three thousand dollars (\$3000) in a calendar year 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 and police dispatchers for extraordinary contributions to the safety and security of the community of Shafter.
  2. The POST Incentive Pay is as follows:
    - A. Intermediate Certificate is five percent (5%) of base pay.
    - B. Advanced Certificate is an additional five percent (5%) of base pay, for a total of ten percent 10%.
  3. Eligible employees must submit the certificate to Chief of Police for approval. 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 sworn Police Officer or a full-time Police Dispatcher authorized by Penal Code 830.1.
- B. The employee must have been issued and possess a POST Intermediate or Advanced Certificate, prior to applying for the incentive pay.

5.

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 include 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 associate degree from an accredited college or university, shall be compensated 2.5% of base salary. An employee receiving the incentive for an associate degree shall not receive the incentive for having 60 or more semester units.
  - C. An employee with a qualified job-related bachelor's degree from an accredited college or university, shall be compensated 5% of base salary. An employee receiving the incentive for a bachelor's degree shall not receive the incentive for having an associate degree or for having 60 or more semester units. The maximum education incentive pay is 5% of base salary.

**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 agrees to contract with California Public Employees Retirement System and agrees to pay the 9%-member contribution for Police Officers, Senior Police Officers, and Police Sergeants, for employees hired on or before December 31, 2012. The plan benefits consist of the 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.
- b. The City agrees to contract with California Public Employees Retirement System and agrees to pay the 7%-member contribution for the Animal Control Manager, Animal Control Officer, Police Dispatchers and the Records/Dispatch Supervisor, for employees hired on or before December 31, 2012. The plan benefits consist of the 2% 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.
- c. Employees hired on or after January 1, 2013, who qualify as a "new member" in the California Public Employees Retirement System as defined in GC Section 7522.04(e,f), shall be subject to California Public Employees Retirement plans as follows:
  - 1. Police Officers, Senior Police Officers, and Police Sergeants shall be subject to California Public Employees Retirement System 2.7% @ 57 Safety formula (GC Section 7522.25 (a,b,c,d)); three year final compensation (GG 7522.32(a)). Members shall contribute 50% of the annual normal cost rate to the retirement formula (GC Section 7522.30(c)).
  - 2. Animal Control Manager, Animal Control Officer, Police Dispatchers, and Records/Dispatch Supervisor shall be

subject to California Public Employees Retirement System 2% @62 Miscellaneous formula (GC Section 7522.20 (a)); three-year final compensation (GG 7522.32(a)). Members shall contribute 50% of the annual normal cost rate to the retirement formula (GC Section 7522.30(c)).

- d. Employees hired on or after January 1, 2013, who qualify as a “classic member” of the California Public Employees Retirement System as defined in GC Section 7522.04(e,f), shall be subject to the retirement formula available on December 31, 2012, as follows: Police Officers, Senior Police Officers and Police Sergeants, Local Safety 3% @55 full formula; Animal Control Manager, Animal Control Officer, Police Dispatchers, and Records/Dispatch Supervisor, Local Miscellaneous 2% @55 full formula. The City agrees to pay the employee's 9%-member contribution for Safety, and 7%-member contribution for Miscellaneous.

#### **SECTION 5.5 SICK LEAVE**

- a. Sick leave accrues at a rate of 3.6923 hours bi-weekly. 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 sick leave shall be eligible for the Stay Well Bonus. For purposes of sick leave accounting, the annual period shall be December 1 through November 30. All unused sick leave above 480 hours will be used for calculating the employee’s stay well bonus paid on or around December 15.

Net sick leave earned and not used during the annual period will be divided in half. One-half will be paid to the employee at the employee’s current base hourly rate and the remaining one-half shall remain as regular sick leave.

Except in the case of retirement, employees leaving City service who have at least 480 hours of accrued sick leave shall be paid a Stay Well Bonus, at the same time as their final payroll check, using the formula described above and based upon their accrued and used sick leave from the end of the last annual period through their date of separation. Employees may elect to be paid by separate check. Employees may also increase their contribution to the ICMA 457 Deferred Compensation Plan contemporaneously with the payment for sick leave by turning in an election form.

- 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 as defined in the City of Shafter Administrative Policy Sick Leave.
- 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:
  - 1. Ten days (80 hours) of vacation after one (1) year of service. Accruals begin on date of hire.
  - 2. Fifteen days (120 hours) of vacation after five (5) years of service. New accrual rate begins at the completion of the 5<sup>th</sup> year of service.
  - 3. Seventeen days (136 hours) of vacation after ten (10) years of service. New accrual rate begins at the completion of the 10<sup>th</sup> year of service.
  - 4. Twenty days (160 hours) of vacation after fifteen (15) years of service. New accrual rate begins at the completion of the 15<sup>th</sup> year of service.
  - 5. Twenty-five days (200 hours) of vacation after twenty (20) years of service. New accrual rate begins at the completion of the 20<sup>th</sup> year of service.

- c. Employees hired prior to July 1, 2000, may accrue no more than three times the annual accrual at their current accrual rate. Employees hired on or after July 1, 2000, may accrue no more than two times their annual accrual at their current accrual rate. Employees reaching their maximum accrual limit will stop accruing until the balance is below the maximum accrual limit. The table below is provided as an example of accrual rates and maximum accrual limits and may not be all inclusive. Additional accrual rates will be subject to the two- and three-year maximum accrual limits based on date of hire indicated above unless otherwise noted.

Date of Hire Prior to July 1, 2000		Date of Hire on or after July 1, 2000	
Bi-weekly Accrual Rate	Maximum Accrual	Bi-weekly Accrual Rate	Maximum Accrual
3.077	240 Hours	3.077	160
4.615	360 Hours	4.615	240
5.231	408 Hours	5.231	272
6.154	480 Hours	6.154	320
7.692	600 Hours	7.692	400

- d. The time during the year at which employees may take 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.
- f. Employees who have accrued at least one hundred and twenty (120) hours of vacation time shall be allowed to cash-out up to a maximum of forty (40) hours of vacation time annually.

Employees who have accrued at least two hundred and forty (240) hours of vacation time shall be allowed to cash-out up to a maximum of eighty (80) hours of vacation time annually.

Vacation cash-out will be paid twice a year; on or before May 31st and November 30th. Request must be received by Human Resources no later than the first payday in May and/or November. Accrual balance on the first pay day in May and/or November will be used to determine eligibility. Under no circumstances will the total number of hours eligible for cash-out exceed eighty (80) hours annually.

Employees may elect to be paid by separate check and/or contribute to the ICMA 457 Deferred Compensation Plan for all vacation cash-out hours eligible to be paid out.

## 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 <sup>rd</sup> Monday in February	8
Memorial Day	Last Monday in May	8
Independence Day	July 4	8
Labor Day	1 <sup>st</sup> Monday in September	8
Thanksgiving Day	4 <sup>th</sup> Thursday in November	8
Day after Thanksgiving	4 <sup>th</sup> Friday in November	8
Christmas Eve	December 24	8
Christmas Day	December 25	8
New Year's Eve	December 31	8
Martin Luther King Jr.	Floating Holiday	8
Veterans Day	Floating Holiday	8

- b. The two floating holidays listed above are earned on a fiscal year, July 1 to June 30, and do not carry over to the next fiscal year. Employees hired on or before November 11 shall receive the two (2) floating holidays. Employees hired after November 11 shall receive one (1) floating holiday. Floating holidays must be used by June 30 with the approval of the department head and shall be consistent with the efficient operation of the department.

- c. In addition, any day proclaimed by the City Council as a holiday.
- d. 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. Holiday compensation when an employee works on the holiday shall be at time and one half for all hours worked during the holiday. The City shall provide 8 hours of holiday pay in addition to pay for holiday hours worked.

**SECTION 5.8 BEREAVEMENT LEAVE**

- a. Employees shall be entitled to three (3) days bereavement leave in the case of death of his/her spouse, child, stepchild, parent, stepparent, grandparent, spouse’s grandparent, grandchild, son-in-law, brother-in-law, sister-in-law, daughter-in-law, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister and registered domestic partner
- 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**

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 workdays, 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 15<sup>th</sup> consecutive workday.

Said employee shall be 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 CANINE HANDLER INCENTIVE PAY**

The canine handler shall receive incentive pay at two and one-half percent (2 ½%) of base salary.

**SECTION 5.12 TRAINING OFFICER PAY**

Duties for Animal Control Manager, Senior Police Officers, Police Sergeants and the Records/Dispatch Supervisor include the training of new staff. Animal Control Manager, Senior Police Officers, Police 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.

**SECTION 5.13 CELLULAR TELEPHONE PROVISION**

The cellular telephone provisions shall be defined in the City of Shafter Administrative Policy Employee Use of City Owned and Privately-Owned Cellular Telephones and the Shafter Police Department Policy 702.

### **SECTION 5.14 PAY SCHEDULE**

- c. Employee pay shall operate on a bi-weekly pay schedule, including 80-hour work periods with 26 work periods per year.
- d. The payroll cut-off for both, overtime and regular time, shall be one week prior to payday.
- e. Employees shall be paid for actual hours worked (or paid time off used) during the pay period.
- f. Payday shall be on the Friday following the payroll cut-off date. If payday falls on a holiday, employees shall be paid on the business day before the holiday.
- g. Employees shall be subject to mandatory participation in the direct deposit of their City payroll checks to a bank account of their choice.
- h. The Association agrees to meet in good faith and cooperate with the City during the implementation of the new timekeeping system.

### **SECTION 5.15 TAKE HOME VEHICLE PROGRAM**

- a. Recognized Police Officers, Senior Police Officers, Police Sergeants, and Animal Control employees are eligible to participate in the take home vehicle program that includes the following terms:
  - 1. Employees must reside within a 21-mile radius from the Shafter Police Department.
  - 2. Employees must have twelve (12) months of continuous service with the City and have completed probation. Absences in excess of fourteen (14) consecutive calendar days, for any reason, will extend this period on a day-by-day basis for each calendar day beyond the initial 14 days of absence.
  - 3. Employees must not have any "at fault" accidents in the prior twelve (12) months of continuous service with the City and have completed probation. Absences in excess of fourteen (14) consecutive calendar days, for any reason, will extend this period on a day-by-day basis for each calendar day beyond the initial 14 days of absence.
  - 4. The City Manager or Department Head may suspend or revoke any employees take home vehicle privilege as part of disciplinary action for that employee or in circumstances specific to that employee that, in the City's determination, present a significant additional risk to the City's property or liability exposure. In the case of suspension of this privilege due to disciplinary action, this privilege will be restored after twelve (12) months of continuous service free from additional disciplinary action. Absences in excess of fourteen (14) consecutive calendar days, for any reason, will extend this period on a day-by-day basis for each calendar day beyond the initial 14 days of absence. In the case of suspension of this privilege due to other circumstances, this privilege will be restored upon the City's determination that those circumstances are no longer present or have been satisfactorily mitigated.

### **SECTION 5.16 PREMIUM PAY**

- a. No later than December 10, 2021, all recognized employees who worked in an essential position during the COVID-19 Pandemic during the period from March 4, 2020 to September 30, 2021, shall receive a lump sum net essential premium payment of \$3,500. Employees must be actively employed on the date payment is made in order to be eligible.
- b. No later than December 9, 2022, all recognized employees who worked in an essential position during the COVID-19 Pandemic during the period from March 4, 2020 through September 30, 2021, shall receive a lump sum net essential premium payment of \$1,500. Employees must be actively employed on the date payment is made in order to be eligible.

## **ARTICLE VI - HEALTH AND WELFARE**

### **SECTION 6.1 MEDICAL, DENTAL, VISION AND LIFE INSURANCE COVERAGE**

- a. The City agrees to pay one hundred percent (100%) of the medical, dental, and vision premiums on the base plans for employees and eligible dependents from January 1, 2022 through December 31, 2023. Employees electing to buy-up to the PPO plans shall pay a monthly contribution to the buy-up plans.

- b. The City shall provide employees a life insurance plan equal to the employee's annual base salary plus \$17,000.
- c. Subject to IRS Code 125 and insurance plan eligibility, the City shall pay \$353.00 monthly to employees who decline participation in the City's medical insurance plan. Proof of other insurance coverage is required. Retired employees are excluded.

**SECTION 6.2 UNIFORM/SAFETY EQUIPMENT ALLOWANCE**

- a. Employees who are required to furnish and maintain City uniforms shall be compensated annually as follows:
  - 1. Animal Control Manager, and Animal Control Officer - \$850.
  - 2. Police Dispatchers, and Records/Dispatch Supervisor - \$475.
  - 3. Police Officers, Senior Police Officers and Police Sergeants - \$900.
- b. Sworn officers shall be paid two hundred dollars (\$200) annually for standard uniform equipment.
- c. The City shall provide level IIIa or above, bullet proof vests to employees requiring such protection. The City shall also provide personal protective equipment in compliance with the Occupational Safety and Health Administration (OSHA) requirements.
- d. Employees shall seek restitution through the courts, with all practical diligence, to replace uniforms and standard uniform equipment damaged while on duty. If restitution is denied by the courts, the employee may submit a Damaged Equipment Claim Form to the Department Head or designee, for review and consideration of replacement by the City. Upon approval, the Department Head or designee shall determine the appropriate rate of reimbursement to replace the damaged uniform or standard uniform equipment.
- e. Upon Assignment and at the approval of the Chief of Police, the following shall apply to sworn officers under PC 830.1, effective January 1, 2017:
  - 1. One-time reimbursement up to \$750 for Honor Guard uniform.
  - 2. Annual reimbursement up to \$150 for the replacement of worn Honor Guard uniform components.
  - 3. Annual reimbursement up to \$150 per collateral assignment, for collateral assignment uniform.
- f. 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 paycheck.

**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 January 1, 2022 and expire on December 31, 2023.

**SECTION 7.2 SIGNATURES**

This MOU has been ratified and adopted on December 7, 2021, pursuant to the recommendation of the following representatives:

**SPOA**

DocuSigned by:  
 12/9/2021

874C8038D77F439...  
SPOA President Date

DocuSigned by:  
 12/15/2021

2100510EE269409...  
SPOA Vice President Date

DocuSigned by:  
 12/15/2021

6FC9C97B87EA463...  
SPOA Board Member Date

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SPOA Board Member Date

**CITY**

DocuSigned by:  
 12/21/2021

E3E7549B25F64C3...  
Gabriel A. Gonzalez, City Manager Date

DocuSigned by:  
 12/16/2021

160F5F3EE2194BC...  
Cathy L. Prout, Mayor Date