

## Memorandum of Understanding

This memorandum of understanding is made and entered into as of the date of formal approval hereof by the City Council of the City of Tehachapi, by and between designated management representatives of the City of Tehachapi (hereinafter referred to as the “City”) and the designated representatives of the Tehachapi Police Officers Association (hereinafter referred to as the “Association”).

### Preamble

It is the purpose of the Memorandum of Understanding (hereinafter referred to as “Memorandum” or “MOU”) to promote and provide for harmonious relations, cooperation and understanding between the City’s management representatives and the local sworn police employees covered under this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum; and to set forth the agreement of the parties reached as a result of good faith negotiations regarding wages, hours, and other terms and conditions of employment of the employees covered under this Memorandum, which agreement the parties intend jointly to submit and recommend for City Council approval and implementation.

### Article 1: Term of Agreement

**Section 1.** This MOU is effective upon ratification by the membership and lawful enactment by the City Council and remains in effect until June 30, 2024. The CITY and ASSOCIATION agree to extend this agreement until a new MOU is negotiated, or until the parties reach impasse. The Parties will attempt to start negotiations shortly after the start of the Calendar year.

**Section 2.** Notwithstanding the above term, in the event of a financial emergency promulgated by state or federal action substantially reducing CITY revenues, the CITY and ASSOCIATION agree to reopen negotiations on all terms of this Agreement.

### Article 2: Retention of Benefits

**Section 1.** Existing Benefits contained in this Memorandum shall not be changed during the term of this agreement without the mutual consent of parties hereto. Existing benefits not set forth in this Memorandum, which fall within the scope of representation, shall not be changed by the CITY without advanced notice and an opportunity to meet and confer regarding such. The parties recognize and accept the concept of past practice as to matters within the scope of representation and agree to meet and confer regarding a proposed change in any such practices. The CITY shall not propose any such changes unless required to do so for operational or organizational reasons.

Article 3: Authorized Agents

For the purpose of administering the terms and provisions of this Memorandum;

**Section 1.** The CITY'S principal authorized agent shall be the City Manager or duly authorized representative (address: 115 South Robinson Street, Tehachapi, CA 93561) except where a particular representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

**Section 2.** ASSOCIATION'S principal authorized agent shall be its President or duly authorized representative (address: 785 Tucker Road, Suite G, PMB 144, Tehachapi, CA 93561) and the Union/Representative of their choosing.

Article 4: Recognition and Association Rights

**Section 1.** The CITY recognizes ASSOCIATION as the majority representation of the bargaining unit that includes the classifications as listed below:

- Police Officer
- Senior Police Officer

**Section 2.** The CITY recognizes the right of the ASSOCIATION to govern its internal affairs.

**Section 3.** The parties to this Memorandum fully support the concept of the Public Safety Officer's Procedural Bill of Rights Act, Sections 3300, et seq., of the Government Code.

**Section 4.** The ASSOCIATION shall be allowed to designate an employee representative to assist employees in:

- Preparing and processing grievances;
- Preparing and presenting material for Disciplinary Appeals hearings;
- Preparing and presenting material for any matter for which representation is granted pursuant to the provisions of California Government Code Sections 3300, et seq., known as the Public Safety Officer's Procedural Bill of Rights Act.

**Section 5.** The ASSOCIATION may designate one employee representative to assist an employee in preparing and presenting materials for above listed procedures. The employee representative so designated may be allowed reasonable release time from regularly scheduled duties for the purpose of investigating and preparing materials for such procedures provided the employee provides adequate advance notice to the department and receives prior approval from the department. Employee representatives who investigate, prepare or present materials shall do so on their own time. Employee representatives and employees who attend hearings as witnesses shall do so on their own time. However, designated employee representatives shall be allowed to

engage in union activity without loss of compensation, as provided by Section 3505.3 of the Government Code.

**Section 6.** Designated employee representatives requesting time off under this Article shall direct such request to their immediate supervisors in writing within a reasonable time period to the date requested, in order to assure that the Department meets its staffing needs and to assure sufficient coverage of departmental assignments. The Department retains the right to deny such requests if the time off will impact staffing and the operational needs of the Department. However, such denials shall not be arbitrary or capricious.

**Section 7.** The CITY will furnish bulletin board space in the Police Department for the exclusive use of the ASSOCIATION. Materials placed on the bulletin boards shall be at the discretion of the ASSOCIATION and shall be removed by management only in the event the material is offensive to good taste or defamatory, and shall be removed only on prior notification to an ASSOCIATION representative. The ASSOCIATION shall be responsible for maintaining bulletin boards exclusively used by the ASSOCIATION in an orderly condition and shall promptly remove outdated materials.

**Section 8.** The ASSOCIATION may, with the prior approval of the Police Chief, be granted the use of Police facilities for off-duty meetings of the Police Department employees, provided space is available.

#### Article 5: Savings Clause

**Section 1.** If any articles of this Memorandum should be found invalid, unlawful or unenforceable by reason of existing or subsequent enacted legislation or by judicial authority, all other article and sections of this Memorandum shall remain in full force and effect for the duration of this Memorandum.

**Section 2.** In the event of invalidation of any article or section, the CITY and the ASSOCIATION shall meet within thirty (30) days following the invalidation for the purpose of meeting and conferring over whether any replacement provision(s) will be included in this Memorandum.

#### Article 6: Nondiscrimination Clause

**Section 1.** Neither CITY nor ASSOCIATION shall interfere with, intimidate, restrain, coerce, or discriminate against employees covered by this Memorandum because of exercise of rights to engage or not engage in ASSOCIATION activity or because of the exercise of any right provided to the employees by this Memorandum.

Article 7: Salaries and Benefits

**Section 1. Salary**

- Employee classifications covered under this MOU shall be compensated using the attached salary schedule (Exhibit A) adopted by the Tehachapi City Council resolution 09-19.
- Salary Cost Of Living Adjustments (COLA):

For all represented classifications under this agreement, the City agrees to provide a Cost of Living Adjustment (COLA) of 3.6% for FY 2019-2020, effective on the first payroll following adoption of this agreement by City Council.

Additionally, for FY 2020-2021, 2021-2022, 2022-2023, and 2023-2024 the City will provide a COLA in an amount equal to the Los Angeles-Long Beach-Anaheim Annual November CPI for the prior year. This COLA will be effective on the first payroll of each new Fiscal Year. The City shall have the right to reopen this section of the agreement in the event that it is facing unforeseen fiscal difficulties.

- Salary Scale Adjustment:

The City agrees to replace the current fifteen-step salary scale for the Police Officer and Senior Police Officer Classifications with a five-step scale reflecting the following hourly rates:

Police Officer

Step 1	Step 2	Step 3	Step 4	Step 5
\$27.95	\$29.35	\$30.81	\$32.35	\$33.97

Senior Police Officer

Step 1	Step 2	Step 3	Step 4	Step 5
\$29.78	\$31.27	\$32.83	\$34.48	\$36.20

- Merit Based Salary Increases:

Officers who receive a rating of “Commendable” or “Outstanding” during their annual evaluation shall receive a minimum of a one-step increase, unless the employee has reached the top step of the classification. The Chief, at his discretion, may provide an officer who receives a satisfactory evaluation a merit increase. This decision is not grievable.

## **Section 2. Retirement**

The following reflects the three preexisting retirement tiers for employee classifications covered by this MOU:

- Tier 1 (3% at 50): Employee pays 9% employee portion (hired prior to 11/26/2012).
- Tier 2 (2% at 50): Employee pays 9% employee portion (hired between 11/26 – 12/31/2012 or after 1/1/2013 but has an original membership date with CalPERS prior to 1/1/2013 without a break in service greater than 6 months.)
- Tier 3 (2.7% at 57): Employee pays 12% employee portion (hired prior after 1/1/2013 and does not qualify as a classic member.) **The Employee contribution is subject to CalPERS requirements.**

**Section 3. Special Assignments Pay;** The Chief of Police shall have full authority and discretion to assign members to the below listed assignments. The City agrees to pay an additional five (5%) percent of base pay to non-probationary Police Officers and Senior Officers working in any of the following capacities:

- School Resource Officer
- Officers assigned to a Multi-Jurisdictional Taskforce.
- Field Training Officer (when trainee is assigned.)
- Detective

### Article 8: Field Training Officer

**Section 1.** The minimum qualifications, which shall be held at the time of an individual making application for an FTO assignment, are:

1. Minimum cumulative three (3) years of service as a sworn police officer in the employ of a California law enforcement agency as a Penal Code 830.1 officer.
2. Shall have successfully completed any Tehachapi Police Department mandated sworn peace officer probationary testing period.
3. All performance evaluation reports issued by Tehachapi Police Department (whether annual, quarterly or otherwise) shall in all measured protocols reflect a minimum “satisfactory” evaluation.

**Section 2.** Upon being assigned from an eligibility list as an FTO, the officer shall receive an additional 5% of base pay during each payroll period so assigned.

Article 9: Safety Equipment

Section 1. The CITY shall provide all sworn officers on active duty the following items and shall replace them from time to time as reasonable necessary:

1. Suitable firearm
2. Holster and other leather accessories
3. Ammunition
4. Nightstick
5. Handcuffs
6. Flashlight, batteries and bulb
7. O.C. Spray
8. Bulletproof Vest
9. Black ink pens

Article 10: Uniform Allowance

**Section 1.** The CITY shall pay a total sum of one thousand dollars (\$1,000.00) per year uniform allowance for each officer in two (2) equal payments. 50% of the total sum (\$500.00) shall be paid on the first full pay period following July 1 and the remaining 50% (\$500.00) of the sum shall be paid on the first full pay period following January 1 for the duration of this MOU.

In the second and third year of this agreement, (FY 2020-2021 and FY 2021-2022) the City agrees to increase the uniform allowance by \$200.00 per year.

New officer hired by the department will receive three complete uniforms as required by the agency.

Article 11: Management Rights

**Section 1.** The rights of the CITY include. But are not limited to, the exclusive right: to determine the mission of its major service areas, departments, commissions, and boards; to set standards of service; to determine procedures and standards of selection for employment and promotion; to direct its employees; to take disciplinary action; to relieve employees from duty because of lack of work or other legitimate reasons; to transfer employees among various department activities and work groups; to maintain efficiency of CITY operations; to determine the methods, means, and personnel by which CITY operations are to be conducted; to determine the contents of job classifications; to take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology for performing its work.

The City shall has have the right to temporarily suspend the provisions of this Agreement in the event of and for the duration of an emergency as officially declared by the City Council and/or by County, State, or Federal action. In the event of such suspension of the Agreement, when the

emergency is over, management will immediately initiate the meet and confer process over replacement of any salary, benefit, or working conditions lost by unit employees as a result of the suspension of this Agreement.

**Section 2. Continuing Effect of the City Employee Personnel Manual**

The City has promulgated various rules and regulations which affect all City employees, including employees covered by this MOU. The parties acknowledge that the City's Employee Personnel Manual shall remain in effect unless a specific provision of the Manual is explicitly contradicted by the terms of this MOU. The City maintains the ability to make changes to the City Employee Personnel Manual which may affect current bargaining unit members so long as the City provides the Union with (30) days advanced notice and an opportunity to meet and confer prior to implementation of the change, subject to the requirements of the MMBA.

Article 12: Discipline and Grievance Procedure

**Section 1.** In addition to the provisions of the City's Employee Personnel Manual which provide for disciplinary and grievance procedures, the City acknowledges that employees covered under this MOU are also protected by Sections 3300-3311 of the California Government Code, otherwise known as the Police Officers Bill of Right (POBR). All discipline procedures shall be conducted in compliance with the applicable sections of POBR.

Article 13: Holiday Bank (Contingent on CalPERS review/approval)

a. City employees in the unit receive one-hundred and fifteen (115) holiday hours per calendar year. The holiday schedule for the term of this agreement is as follows:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. The Friday after Thanksgiving in November
10. Christmas Eve
11. Christmas Day
12. New Year's Eve Day

Holidays numbered 1-11 will be credited to employees at ten (10) hours per holiday. New Year's Eve will be credited to the employee at five (5) hours.

b. Employees will be paid for the holiday hours credited at the employee's hourly rate of pay on their first paycheck immediately following the holiday.

c. Employees who work on a holiday, shall be entitled to compensation at the premium rate of one and one-half (1 ½) times the employee's regular hourly rate.

Article 15: POST/Education Certificate Incentives

Section 1: All employees shall receive additional pay as follows, effective the first pay period following presentation of the certificate to the Chief of Police.

- 5% of base pay for a POST Intermediate Certificate
- 5% of base pay for a POST Advanced Certificate

Article 16: Overtime

**The City has previously enacted a FLSA 7(k) exemption for a two week work period. Nonetheless, the City agrees to provide overtime compensation beyond the required FLSA exemption as follows:**

**Section 1.** Each employee covered by this agreement who works a regular work schedule of eight (8) hours per day or ten (10) hours per day shall be entitled to overtime compensation at the premium rate of one and one-half (1-1/2) times the employees regular rate of pay for all time worked in excess of forty (40) hours per week. Each employee covered by this agreement who works a regular work schedule of twelve (12) hours per day shall be entitled to overtime compensation at the premium rate of one and one-half (1-1/2) times the employees regular rate of pay for all time worked in excess of eighty (80) hours per two weeks.

**Section 2.** Each employee shall have the option of receiving compensatory time off at the premium rate in lieu of cash, subject to a maximum accumulation of eighty (80) hours of compensatory time off. While an employee has accumulated the maximum number of hours of compensatory time off, he/she shall receive all overtime compensation in cash until such time as the employee's compensatory time off bank is no longer at maximum.

**Section 3.** Special details where the CITY is reimbursed for employees compensation from an outside entity shall be for pay only.

Article 17: Seniority

**Section 1.** The seniority of an employee is based on the number of calendar months of continuous service in the Tehachapi Police Department. Within rank, the seniority of an employee is based on the number of calendar months of continuous service in the Tehachapi Police Department.

An employee promoted to a higher rank and later demoted back to original rank shall have seniority calculated for all time of continuous service in the higher rank and original rank combined.



**Section 2.** If an employee voluntarily leaves the CITY'S employ or is dismissed for cause, the employee will lose all seniority credited prior to then. Re-employment will not restore the lost seniority. Instead, if an employee is re-employed, seniority will be based on the re-employment date.

Article 18: Shift Rotation and Selection

Subject to department approval and operational necessity, employees will have a shift rotation every four months. In accordance with department approval, shift selection will be by seniority bid. Employees shall not be able to trade selected shifts without the approval by the Chief of Police.

Article 19: Basic Work Period

**Section 1.** FLSA Work Period. The FLSA work period for employees regularly working an eight (8) hour or a ten (10) hour shift shall be defined as forty (40) hours in a seven day period beginning at the employees start time on Sunday and ending 168 hours later.

The FLSA work period for employees working a twelve (12) hour shift shall be defined as eight (80) hours in a fourteen day period beginning at the employees start time on Sunday and ending 336 hours later.

**Section 2.** The official work period for sworn employees begins on Sunday at 12:01 a.m. and ends 7 days later at 12:00 a.m. and is forty (40) hours. Overtime shall be compensated as prescribed by Article 16 of this Memorandum.

**Section 3.** Employees have twenty six (26) pay periods during the calendar year and are issued paychecks on a bi-weekly basis.

**Section 4.** There shall be a minimum of eight (8) hours "sleep time" between regularly scheduled shifts and before being subject to reporting to duty. As such, employees covered by this MOU, may only work sixteen (16) continuous hours in a workday. Hours worked may be altered by the Chief of Police in the event of an emergency.

Article 20: Sick Leave/Bereavement Leave

Sick and Bereavement Leaves are provided by the City's Employee Personnel Manual. The City shall not change these provisions of the Employee Personnel Manual without providing the Association with advanced written notice and adequate time to meet and confer prior to any proposed change.

The City's Employee Personnel Manual provides for the following:

- Accrual: All regular full-time employees receive up to 96 hours of sick leave annually, at the rate of 3.7 hours per pay period.

- Sick leave for family illness: Employees may take up to half of their annual accrual (48 hours) of sick leave in any year for the care of a sick family member (California Kin Care law)..
- Bereavement Leave: Employees may, after informing the appointing authority, take up to three (3) scheduled workdays of paid Bereavement Leave, per instance, not chargeable against an employee’s sick leave, to attend a funeral or memorial service of a member of a family member as designated in the City’s Employee Personnel Manual.
- Compensation at Retirement: An employee retiring from the City of Tehachapi, and having been accepted by the Public Employees Retirement System (CalPERS) for service or disability retirement benefits, may elect to have all of his/her unused sick leave converted to CalPERS service credit or may elect to be compensated for 50% of his/her unused sick leave at his her rate of pay on his/her retirement date and the remaining 50% converted to CalPERS service credit

Article 21: Vacation

Vacation Leave is provided by the City’s Employee Personnel Manual. The City shall not change these provisions of the Employee Personnel Manual without providing the Association with advanced written notice and adequate time to meet and confer prior to any proposed change.

The City’s Employee Personnel Manual provides for the following:

- All sworn police employees shall be entitled to accrue vacation on a pay period basis according to the number of continuous full years of employment based on the following vacation accrual schedule:

Years of Continuous Service	Hours Accrued Per Pay Period
• 0-5	3.08
• 5-10	4.62
• 10+	4.93
• 11+	5.24
• 12+	5.54
• 13+	5.85
• 14+	6.16

- An employee should make arrangements to schedule time off with their supervisor/department head prior to attaining maximum accrual. If the department head determines that an employee has been unable to utilize time off and cannot accommodate the employee’s current request for time off, due to the needs of the City, the employee’s accrual amounts in excess of the maximum accruals will be cashed out. Employee and department head will be notified by memo from payroll two pay periods prior to accrual cap. Written approval by department head will be required by payroll for cash out.

Article 22: Unpaid Leaves of Absence

Unpaid Leaves of Absences are provided by the City’s Employee Personnel Manual. The City shall not change these provisions of the Employee Personnel Manual without providing the Association with advanced written notice and an adequate time to meet and confer prior to any proposed change.

Article 23: Health Benefits and Insurance

Health and Insurance benefits are subject to change yearly for all City employees. As such, the Association acknowledges that it cannot negotiate a separate health and insurance benefit program than what is provided by the City for other City employees. When the City makes changes to the Health and Insurance benefits, it will provide advance written notice to the Association.

During the term of this agreement only, the City has provided the following benefits to covered bargaining unit members:

**Section 1.**

For the Calendar Years 2019-2020, 2020-2021, 2021-2022, 2022-2023, and 2023-2024, the City agrees to pay 100% of premium payments for medical, dental, and vision insurance, for the Consumer Driven Health Plan offered by the City. Should the plan offerings change during the term of this agreement, such that the Consumer Driven Health Plan is no longer offered, the City agrees to pay 100% of the lowest cost plan selected by the City.

Additionally, employees may still have the option of selecting plans offered by the City which require a higher premium payment than the Consumer Driven Health Plan. For these selections, the City agrees to provide a contribution toward those premiums not to exceed the contribution offered to all other City employees. For Calendar Year 2020, the maximum contribution toward premiums for medical, dental, and vision that the City offers will be:

Employee only	\$660
Employee plus one	\$1320
Family	\$1800

Employees who select the Kaiser Consumer Driven Health Plan will receive a City contribution into a Health Savings Account in the following amounts based upon the level of coverage selected:

Employee only	\$1350
Employee plus one	\$2700

Family \$2550

However, the City’s combined contributions to annual premiums for medical, dental, vision insurance and the Health Savings Account shall not exceed:

Employee only	\$7,920
Employee plus one	\$15,840
Family	\$21,600

**Section 2.** Dental insurance: The City provides Delta Dental to employees and dependents.

**Section 3.** Vision insurance: The City provides VSP to employees and dependents.

**Section 4.** Disability insurance: AFLAC pre-tax supplemental insurance, medical spending account and dependent daycare programs are available after six months of active employment.

**Section 5.** Life insurance: City provides a policy value at two (2) times the annual salary, capped at \$150,000. Dependent coverage is \$1500.00 for spouse and \$1000 for children.

Per the City’s contract with ACWA only 25% of eligible employees may opt out of health coverage – Current City employees that chose to opt out of medical insurance coverage in the prior calendar year will be allowed to opt out of medical insurance coverage in the next calendar year with proof of other suitable coverage. Each year, prior to open enrollment, the City will evaluate the number of employees allowed to waive for the following calendar year. **Employees that are eligible and wish to waive medical coverage must notify and provide proof to Human Resources at the beginning of open enrollment.** Human Resources will notify employees, based on full-time City employment seniority if there is any available space. For the duration of this agreement the City will offer the following monthly amounts for those that opt out of medical coverage per above eligibility (dental and vision coverage require 100% participation)

Employee only	\$240
Employee plus one	\$480
Family	\$650

Article 24: Bilingual Pay

**Section 1.** An employee covered in this MOU, who becomes bilingual in Spanish or who is bilingual in Spanish will receive a \$100 dollar per month premium, (paid in two equal payments during the month) upon certification by Chief of Police

Article 25: Probationary Period

**Section 1.** For sworn personnel, the initial hire probationary period shall be 12 months from the date the employee is sworn as an officer. The probationary period will permit both the supervisor and the employee to become acquainted and to determine the adaptability and the fitness of the employee to the assigned work. The employee will find this period helpful in evaluation of the CITY, his/her duties, his/her work and other satisfaction.

Article 26: Call Back Pay

Consistent with the City Employee Personnel Manual, in the event an employee is required to report to work prior to commencement of the employee's next regularly scheduled work shift, the employee will receive a minimum of one-half of an hour (.5) at one and one-half (1 1/2) times the employees base hourly rate. Call back time will be calculated starting from when the employee leaves his/or her residence.

Article 27: On Call for Court

If an officer is placed "on-call" to stand by for court appearance on his/her off duty hours, and required to remain at his/her residence and /or promptly available by phone, the officer shall receive minimum of two (2) hours pay at the officer's hourly base rate of pay as " Court On-Call Time". In the event that a morning on-call status continues beyond the court's noon recess, the officer shall be paid an additional two (2) hours at the officer's hourly base rate of pay. If he/she is called to appear, then in lieu of "On-Call" pay, the officer shall be paid a minimum of 2 hours at the rate of one and one-half (1 1/2) times the officer's hourly base rate of pay or all actual time in court at the rate of one and one-half (1 1/2) times the officer's hourly base rate of pay, whichever is greater. Compensable travel time for court appearances will equal to the commute time to and from the main Tehachapi Police Department and the Court location.

Article 28: Travel Time For Training

Consistent with the City Employee Personnel Manual, travel time for training is not compensable if all the following four requirements are met:

- Attendance is voluntary;
- The training program occurs outside normal working hours;
- The employee does not perform work; and
- The training is not directly related to the employees' current job.

Article 29: Take Home Vehicles

The Chief may, in his sole discretion, approve the assignment of a take home vehicle due to department/operational need. Such assignment will be in accordance with Department Policy section 806.3.

Article 30: PRA Requests

City of Tehachapi and Tehachapi Police Officers Association 2019-2024 MOU

In the event that the City receives a Public Records Act Request for a current unit member's personnel file, the City will provide the officer with prior notice of the request.

This MOU entered into and signed this \_\_\_\_ day of June, 2019

For the POA

For the City of Tehachapi

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Susan Wiggins, Mayor

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\_\_\_\_\_

Greg Garrett, City Manager

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Corey Costelloe, Assistant to the City Manager