

MEMORANDUM OF UNDERSTANDING
BETWEEN AND FOR
CITY OF COALINGA
AND
COALINGA POLICE OFFICERS' ASSOCIATION

May 5, 2016

through

June 30, 2017

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this 5 day of May, 2016, by and between the City of Coalinga, hereinafter referred to as the "City," and the Coalinga Police Officers' Association, hereinafter referred to as the "Association" has an effective date of May 5, 2016.

ARTICLE I **INTENT AND PURPOSE**

SECTION 1.01. INTENT AND PURPOSE. The intent and purpose of this Agreement is to foster open communication and a spirit of good will between the employees of the City represented by the Coalinga Police Officers' Association, a recognized unit of representation, and the City of Coalinga, a Municipal Corporation and political subdivision of the State of California, regarding the mutual obligation of the parties to meet and confer in "good faith" regarding wages, benefits, and other terms and conditions of employment as required by that section of the California Government Code known as the Meyers-Milias-Brown Act.

ARTICLE II **FULL UNDERSTANDING**

SECTION 2.01. FULL UNDERSTANDING. The Association and the City agree that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of bargaining and that this present document represents the full and complete understanding and agreement of the parties on the terms and conditions of employment specifically addressed herein.

ARTICLE III **RECOGNITION AND NON-DISCRIMINATION**

SECTION 3.01. RECOGNITION AND COVERED EMPLOYEES. The City hereby confirms its continued recognition of the Association as the exclusive representative of all regular full time and probationary employees within the job classification listed below as covered by this Agreement, subject to an individual employee's right to self-representation as provided by Government Codes Section 3502.

Employees in the following classifications are covered by this agreement:

Police Sergeant Police Corporal Police Officer

Public Safety Dispatcher/Clerk Property and Evidence

Technician Animal Control Officer/Community Services Officer

Records Clerk

Management, temporary, volunteers, reservists, part-time, and civilian employees of the Police Department are not included in the recognized unit of representation and are not covered by this agreement.

SECTION 3.02. NON-DISCRIMINATION. The City and the Association agree that there will be no discrimination against any employees because of race, religious creed, color, sex, sexual harassment, national origin, age, marital status, medical condition, sexual orientation, physical or mental disability or any other basis protected by federal, state, or local law or ordinance or regulation.

SECTION 3.03. ASSOCIATION AFFILIATION. The City and the Association agree to protect the rights of all employees to exercise their free choice to join or refrain from joining the Association.

SECTION 3.04. PARTICIPATION IN UNION ACTIVITIES. The City agrees not to intimidate any employee or attempt to restrain any employee or in any way limit the full and free expression of any employee's rights to participate in the Association's lawful activities. The Association and its members agree not to intimidate, restrain, or otherwise punish any employee exercising their right to full and free expression and their right to join or not join the Association or participate in Association activities.

ARTICLE IV **DUES DEDUCTION**

SECTION 4.01. DUES DEDUCTION. The City agrees to withhold from Association member's pay, the appropriate amount required by the Association for dues. The amount to be withheld shall be the annual amount required pro rata on a bi-weekly basis. The member, prior to withholding, shall be required to sign an authorization for the City to withhold such an amount. In addition, the City agrees to forward to the appropriate Association representative, the total amount withheld on a bi-weekly period within a reasonable time following the pay period.

ARTICLE V **AUTHORIZED REPRESENTATIVES**

SECTION 5.01 AUTHORIZED REPRESENTATIVES. For purposes of administering the terms and provisions of the various ordinances, resolutions, rules, and regulations adopted with this Memorandum of Understanding, the City's principal authorized agent shall be the City Manager or designated representative(s), the Association's principal authorized agent shall be the President of the Association or designated representative. In addition to the President, up to three members of the Association may be designated to

represent the Association. Such designation shall be in written form and signed by the President.

SECTION 5.02. TIME OFF FOR REPRESENTATIVES. The City will allow reasonable time off for the Association's representatives to attend meetings with City representatives for the purpose of negotiating a successor agreement, processing grievances pursuant to the City's grievance procedure, and representing Association members in internal discipline matters. However, the Police Chief, the City Manager or an authorized representative of the City, must approve any such time in advance. No more than two (2) Association representatives may be released from work at one time. However, nothing shall prevent "off duty" representatives from attending to any Association matters.

ARTICLE VI **HOURS AND WORKING CONDITIONS**

SECTION 6.01. WORK SCHEDULES. The City will make every effort to avoid five (5) day back-to-back work schedules except under extenuating circumstances. A five-day back-to-back work schedule would result in the employee working ten (10) days straight without a day off.

The parties agree to an alternative "4/10" work schedule for Records staff. The alternative work schedule may be terminated at any time by the City Manager or the affected Records employees in the CPOA by providing a two-week notice in writing.

SECTION 6.02. WORK SCHEDULE CHANGES.

A. Officers and Dispatchers will receive work schedules at least three weeks prior to implementation.

B. Any change to the posted work schedule that affects an employee requires at least three weeks' prior notice to the affected employee except in situations where such a change is necessitated by event(s) beyond the City's control. If the City changes an employee's schedule without giving three weeks' notice, the City shall pay each affected employee a stipend of \$25. This stipend is paid per occurrence, not per shift. For example, if a scheduled change is required that is in the City's control and such change affects multiple shifts the City will pay the employee \$25 because the schedule was changed without notice on one (1) occasion.

SECTION 6.03. OVERTIME

A. **DEFINITION.** Overtime is defined as assigned and authorized, or otherwise permitted time actually worked beyond the established 40 hours for non-shift personnel and 80 hours for shift personnel in a 14-day (biweekly) pay period. Sick leave will not count as hours worked for the purposes of computing

overtime. Vacation, holidays and compensatory time will count for overtime purposes.

B. **BASIC RATE.** Except as otherwise provided in this Memorandum of Understanding, at the Police Chief's discretion, compensation for overtime shall be either one and one half (1 ½) times the regular rate of pay or one and one half (1 ½) hours compensatory time for each hour worked.

C. **COMPENSATORY TIME.** Employees may accumulate up to 400 hours of compensatory time. Employees with 400 hours of compensatory time will receive overtime pay and not be eligible to earn additional compensatory time. Employees may cash out compensatory time in excess of 200 hours once each calendar year. Employees wishing to cash out these hours must submit a written request to payroll by December 1 to receive payment through regular payroll on or about December 15.

D. **CONVERSION OF COMPENSATORY TIME.** Employees may convert compensatory time accruals over 80 hours to pay for all or a portion of dependent health care premiums, to an AFLAC health account, or to employee's ICMA 457 Deferred Compensation Plan, pursuant to maximum annual contribution regulations established by the Internal Revenue Service. With respect to a deferred compensation conversion, employees who qualify must notify the Financial Services Department of their decision to convert compensatory time by December 1 and conversion shall take place by December 15.

SECTION 6.04. CALLBACK PAY. Employees called back to work by the Police Chief or a designated representative shall be paid a minimum of four (4) hours straight-time pay or one and one half (1 1/2) times regular rate of pay or one and one half (1 1/2) hours compensatory time for each hour worked if the employee works in excess of 40 hours for non-shift personnel or 80 hours for shift personnel in a pay period. The Police Chief may elect to fill station staffing needs personally or by the Lieutenant when, in the Chiefs judgment, the best interest of the department would be served.

SECTION 6.05. COURT PAY. Employees subpoenaed to appear in court in connection with their official duties on a regularly scheduled day off, and who are called to report to court, shall receive a minimum of four (4) hours straight-time pay or one and one half (1 1/2) times regular rate of pay or one and one half (1 1/2) hours compensatory time for each hour worked if employee works in excess of 40 hours for non-shift personnel and 80 hours for shift personnel in a pay period.

SECTION 6.06. STANDBY PAY. Employees ordered by the Chief or authorized designee to stand by for court time or for other operational functions and restricted as to their movement while off duty shall be entitled to standby pay. Standby pay shall be calculated as follows: One and one half times the employee's regular hourly rate times twenty-five percent ($1.5 \times$ regular hourly rate $\times 25\% =$ standby pay rate). Standby pay shall be paid for fifty-percent (50%) of the time the employee is required to standby, but in no event shall the pay be less than the pay for a one-hour minimum, calculated in accordance with the standby pay formula herein described.

For example: Assume an employee was asked to standby for a four (4) hour period. If the employee's regular hourly rate is \$20.00 per hour, the calculation for the Standby Pay would be $\$20.00 \times 1.5 \times .25 = \7.50 per hour. Four (4) hours $\times \$7.50 = \30.00 . If the employee were on standby for 1/2 hour, the employee should be paid the minimum (1hour's pay).

SECTION 6.07. ANNUAL TRAINING. The City will make every effort to provide each officer 40 hours and each dispatcher 24 hours of annual training. However, both the City and the Association recognize that staff size and availability may make this training goal difficult to achieve.

ARTICLE VII **WAGES**

SECTION 7.01. WAGES. The salary plan is located in Attachment "A". Said salary plan shall remain in effect for all job classifications throughout the term of this agreement.

SECTION 7.02. SALARY ADJUSTMENT. Both parties agree there will be no cost of living or equity adjustments for the duration of this MOU.

SECTION 7.03. OUT-OF-CLASS PAY. It is agreed between the parties that employees requested to work out-of-class must do so for four (4) complete consecutive shifts to receive out-of-class pay. The rate to be paid shall be the first step in the salary range of the position being filled. In the event that rate of pay would result in an increase of less than five percent (5%), the employee will be paid a minimum of five (5%) over the employee's base salary.

Police Officer's shall be entitled to a five percent (5%) pay differential over their base salary rate if required to act in the capacity of Watch Commander for a full shift. This differential does not apply to Sergeants and Corporals. The Watch Commander assignment is primarily an assignment filled by a Sergeant. Corporals are required to assume the duties and responsibilities of the Sergeant in the absence of the Sergeant in accordance with their job descriptions.

SECTION 7.04. EDUCATIONAL ACHIEVEMENT COMPENSATION/TRAINING INCENTIVE PAY.

A. POST Certification over and above that required or desirable for a position will be paid as follows:

1. Police Officers and Corporals possessing an Intermediate POST Certificate shall be entitled to an additional one and one quarter percent (1.25%) above base pay, or
2. Police Officers and Corporals possessing an Advanced POST Certificate shall be entitled to an additional two and one half percent (2.5%) above base pay,
3. Sergeants possessing an Advanced POST Certificate shall be entitled to an additional two and one half percent (2.5%) above base pay.

B. Educational Achievement Compensation for Police Science, Criminal Justice and/or related fields of study that pertain to the services provided by the Coalinga Police Department shall be as follows for all employees irrespective of rank and pay grade

1. Associate of Arts/Associate of Science – one and one quarter percent (1.25%) above base pay, or
2. Bachelor of Arts/Bachelor of Science – two and one half (2.5%) above base pay.

C. The degree must be from an accredited institution and documented by the City Manager.

D. The maximum Education and Training pay for any combination of Education and/or Training shall be five percent (5%) above base pay.

SECTION 7.05. LONGEVITY PAY. Beginning the pay period following the tenth (10th) anniversary date of service to the City, an employee shall be entitled to longevity pay of one and one half percent (1.5%) above base pay. Beginning the pay period following the fifteenth (15th) anniversary date of service to the City, an employee shall be entitled to longevity pay of an additional one and one half percent (1.5%) of base pay. Beginning the pay period following the twentieth (20th) anniversary date of service to the City, an employee shall be entitled to longevity pay of an additional one and one half percent (1.5%) above base pay. Longevity pay only applies if the employee has had no safety violations or formal disciplinary actions in the most recent 12-month period immediately preceding the pay and an overall rating of competent on the most recent annual performance evaluation.

SECTION 7.06. TRAINING PAY.

A. Police Officers designated as Field Training Officers for trainees will be additionally compensated at a flat rate of \$75 per month. Such designation will be on a monthly basis at the discretion of the Police Chief, and shall be made in writing and shall specify the nature of the assignment as well as the beginning and ending date of the training assignment. Both the Human Resources and Financial Services Department shall be provided with a copy of any such written directive. Sergeants and Corporals are ineligible for field training officer pay because the prescribed duty of these positions includes such field training and/or the supervision of those providing the training.

B. Non-Sworn employees may be designated to train new employees in specialized tasks such as public safety dispatching and to periodically provide training to existing employees regarding changing procedures, rules, regulations, department and city policies, and or the use of new equipment, etc. This does not include routine orientation and familiarization training provided to new employees. An employee designated by the Chief of Police to provide such training will be additionally compensated at a flat rate of \$75.00 per month. Any such assignments shall be made in writing and shall specify the nature of the assignment as well as the beginning and ending date of the training assignment. Both the Human Resources and Financial Services Department shall be provided with a copy of any such written directive.

SECTION 7.07. CANINE OFFICER PAY.

A. The City agrees to provide premium pay of \$200.00 per month to officers designated by the Chief of Police as Canine Officers, effective upon assignment by the Chief of Police and continuing until assignment is completed.

B. Canine Officers shall receive two hours overtime pay per week in addition to their regular pay as full compensation for the time required to care for the animals. In addition, the City will pay for food, veterinary, training and other expenses associated with the proper housing and care of the animal.

SECTION 7.08. SHIFT DIFFERENTIAL PAY.

A. Members assigned to work graveyard shift for the scheduled work period shall receive an additional one percent (1%) above base pay. Shifts designated as Graveyard and Night are the graveyard shift.

B. In the event of an extended shift, the differential on the overtime shall be the same as the assigned shift.

ARTICLE VIII **VACATION, SICK AND HOLIDAY LEAVE**

SECTION 8.01. VACATION ACCRUAL. Employees shall receive three (3) weeks paid vacation for a total of 120 hours annually. Vacation accrual is capped at 480 hours.

SECTION 8.02. VACATION USE.

A. Vacation time shall be scheduled in advance and the schedule will be submitted to the Police Chief for approval on an annual basis, and may be rescheduled by the Police Chief when necessary

B. New employees may begin using accrued vacation time after date of employment. However, it is understood that use of vacation time remains at the discretion of the Police Chief, consistent with the provisions of Paragraph A.

SECTION 8.03. HOLIDAY LEAVE. Employees accrue 96 hours in lieu of prescribed holidays. Holiday time accrues at 3.6923 hours each pay period and is reflected as part of vacation accruals. Holiday time shall be scheduled in the same manner as prescribed in Section 8.02A.

SECTION 8.04; HOLIDAY VACATION BUY BACK. At the employee's request, the City will convert, at the then current rate of pay, employee's vacation/holiday hours in excess of 280 hours. The payroll office will make one end-of-fiscal-year transfer and one end-of-calendar-year transfer to the ICMA 401 Retirement Plan, the ICMA 457 Deferred Compensation Plan, or cash out the excess to the employee. Contributions to the ICMA 401 or ICMA 457 pursuant to maximum annual contribution regulations established by the Internal Revenue Service. Employees who elect to cash out the excess shall receive a separate check on or about the last payroll of each fiscal and calendar year. The maximum buy back amount remains at 200 hours per fiscal year.

SECTION 8.05. MAXIMUM SICK LEAVE ACCRUAL. Employees shall receive a total of 96 hours a year in sick leave. The maximum accrual for sick leave is 800 hours. Employees leaving in good standing after completing ten (10) years of service and having a sick leave balance that exceeds 640 hours will receive compensation for 10% of the balance or 110 hours, whichever is less. Employees who retire from the City will receive compensation for 25% of their balance or 160 hours, whichever is less.

SECTION 8.06. CONVERSION OF SICK LEAVE. Effective July 1, 2010, employees may convert sick leave accruals over 192 hours to pay for all or a portion of dependent health care premiums, to an AFLAC health account, to

repay any balance due under Section 9.09. Gun Purchase Program, and to employee's ICMA 457 Deferred Compensation Plan, pursuant to maximum annual contribution regulations established by the Internal Revenue Service. With respect to a deferred compensation conversion, employees who qualify must notify payroll of their decision to convert sick leave by December 1 for conversion to take place by December 15 and by June 1 for conversion to take place by June 15. The maximum fiscal year conversion remains 96 hours.

ARTICLE IX
HEALTH AND WELFARE

SECTION 9.01. HEALTH AND LIFE INSURANCE COMMITTEE The parties agree the committee is composed of two (2) members from each of the five bargaining units and two (2) members from the non-represented group of City employees. Each member serves as a representative for their bargaining unit or non-represented group. The Personnel Officer attends all committee meetings on behalf of the City but is a non-voting party.

The committee is expected to meet periodically to review the City's health and life insurance plans and alternative options. Each committee member is entitled to a vote. The committee's recommendations for plan changes will be presented to the City Manager and City Council via the Personnel Officer.

The Personnel Officer will prepare guidelines for the committee members explaining responsibilities, as well as the member appointment and removal procedures and present to the committee no later than August 31, 2009.

SECTION 9.02. CHANGES IN BENEFITS. The City shall make every reasonable effort to give the Association adequate notice of any proposed material changes in employee benefits or insurance carriers, in order to allow the Association to request to meet and confer and to hold meetings with the City about the proposed changes.

SECTION 9.03. RETIREMENT PLAN.

The parties agree that the City will contribute an amount not to exceed 12.208% of reportable compensation and the employees will contribute 7% of reportable compensation to a 2% at 55 Modified Defined Benefit Plan with 0% prior service with CalPERS, so long as the City is able to obtain a contract with CalPERS for this benefit on or before December 31, 2012.

The employees agree that they will cooperate with City and CalPERS to effect this change in benefit providers. Employees become vested with CalPERS after five (5) years of service.

The CalPERS Defined Benefit Plan will be the exclusive retirement system for the employees though the benefit formula may be different based on Pension Reform requirements.

This section does not alter or affect the 457 Deferred Compensation Plan.

SECTION 9.04. DEFERRED COMPENSATION. The City continues to support and agree with the Association that employees may voluntarily participate in the ICMA 457 Deferred Compensation Plan. The City agrees to continue to match fifty percent (50%) of an employee's contribution up to a maximum of three percent (3%) of the employee's annual salary.

SECTION 9.05. COMPREHENSIVE BENEFITS PACKAGE.

The City will continue to provide its employees a comprehensive Health, Dental, Vision, Life, and Disability benefits package that consists of the following:

A. Medical, hospital, chiropractic, dental and vision. The City's cost of this coverage is 100% for employees and 65% for dependents. Employees pay 35% of the premium costs for dependent coverage. However, these amounts may be amended from time to time per Section 9.01.

B.

C. Life Insurance. An employee's life and accidental death and dismemberment policy is at no cost to the employee. The face amount of the insurance for non-management employees is \$50,000.

D. Additional Life Coverage. Employees have an option to increase their life insurance coverage in units of \$10,000 to a maximum of \$250,000. Additional Life in excess of \$50,000 is subject to medical underwriting approval. Dependents life insurance for spouse and children is also available. The employee through payroll deductions pays the expense of the additional coverage.

E. Employee Assistance Program. Employees have access to an Employee Assistance Program (EAP) for work life services, and legal and financial counseling.

F. Long-Term Disability Plan. Employees have income protection in case of a long-term disability. The employee through payroll deductions pays the expense of the additional coverage.

SECTION 9.06. CALIFORNIA LABOR CODE SECTION 4850. The City agrees to pay Police Officers, Corporals, and Sergeants who are injured in the course and

scope of their employment as if they were entitled to the benefits of California Labor Code Section 4850.

SECTION 9.07. POLICE GYM. The Coalinga Police Officers' Association converted the Coalinga Department Annex (old police station) into a gym at their own expense, with the City reserving the right to use this facility as an emergency Operations Center at any time there is an emergency within the City of Coalinga. A lease shall be executed between the City of Coalinga and the Coalinga Police Officers' Association for the use of said facilities.

The use of the Coalinga Police Department gym will be restricted to Police Department personnel who will sign a release that they will use the gym at their own risk (Exhibit B).

9.08 RETIREMENT COMMITTEE.

The City and Association have agreed to form a Retirement Committee. As such, Section 9.08. Retirement Committee has been added to read:

The parties agree to the formation of a Retirement Committee to research alternative retirement options.

The parties agree the committee is composed of two (2) members from each of the five bargaining units and two (2) members from the non-represented group of City employees. Committee members are to be selected by the employees in the affected unit or group, and will be responsible to represent the interests of those employees. Though there will be two (2) members from each unit or group, there will be only one (1) vote for a total of six (6) votes. In the event of a tie vote, the issue shall go to the City Manager for his recommendation for adoption by the City Council.

9.09. GUN PURCHASE PROGRAM. The City agrees to purchase a Department approved firearm per Department Policy and Procedure Manual Section 312 (to include handgun, rifle, shotgun, and accessories) for any employee which total cost does not exceed \$1200.00 per fiscal year. The employee agrees to repay the City the total balance of the firearm and/or accessories over the next twenty-six (26) pay periods following the purchase of the firearm and/or accessories by payroll deduction.

If the employee separates employment with the City for any reason, the employee must either pay the City in full for the remaining balance for the firearm and/or accessories or relinquish all rights to the firearm and/or accessories for use with the Department or sell the firearm and/or accessories at fair market value.

Employees take full responsibility for the firearm should it be lost, stolen or used unlawfully.

ARTICLE X
UNIFORMS

SECTION 10.01. UNIFORM ALLOWANCES. The City agrees to provide the following annual uniform allowances:

Position

Police Sergeants	Police Corporals	Police Officers
\$1200		
Public Safety Dispatcher		\$1200
Animal Control/Community Services Officer		\$600
Records Clerk		\$600
Property and Evidence Technician		\$600

The uniform allowance will be paid to each employee with two (2) checks in the amount of \$600 each for Police Officers, Corporals, and Sergeants and Public Safety Dispatcher/Clerk and Animal Control/Community Services Officer will receive two (2) checks in the amount of \$300 each. Uniform allowance payments will be paid on or about each succeeding April 1 and October 1. New full-time employees will receive an advanced uniform allowance check for 50% of their annual uniform allowance when initially hired. This advance must be repaid if the employee leaves City employment prior to six (6) months of employment.

SECTION 10.02. BALLISTIC VEST. The replacement schedule is to be the responsibility of the Police Department and Police Officers' Association. All A ballistic vests being replaced, if in good condition, shall be issued to reserve police officers.

ARTICLE XI CITY RIGHTS

SECTION 11.01. CITY RIGHTS. Except as otherwise provided in this Agreement or by law, the City has and retains the sole and exclusive rights and functions of management, including, but not limited to the following:

1. To determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.
2. To manage all facilities and operations of the City, including the methods, means and personnel by which the City operations are to be conducted.
3. To schedule working hours and assign work that provides the best use of manpower resources.
4. To establish, modify, or change work schedules or standards.

5. To direct the working forces, including the right to hire, assign, promote, demote or transfer any employees.
6. To determine the location of all plants and facilities.
7. To determine the layout of machinery, equipment or materials to be used.
8. To determine processes, techniques, methods, and means of all operations including changes or adjustments of any machinery or equipment.
9. To determine the size and composition of the workforce.
10. To determine policy and procedures affecting the selection or training of an employee.
11. To establish, assess, and implement employee performance standards, including, but not limited to quality and quantity standards, the assessment of employee performance, and the procedures for said assessment.
12. To control and determine the use and location of City property, material, machinery, and/or equipment.
13. To schedule the operation of and to determine the number and duration of shifts.
14. To determine safety, health, and property protection measures.
15. To transfer work from one job to another or from one location or unit to another.
16. To introduce new, improved or different methods of operations, or to change existing methods.
17. To lay off employees for lack of work, lack of funds, or any other reason.
18. To reprimand, suspend, discharge or otherwise discipline employees.
19. To establish, modify, or eliminate job classifications.
20. To promulgate, modify, and enforce work and safety rules and regulations.
21. To take such other and further actions as may be necessary to organize and operate the City in the most efficient and economical manner and in the best interest of the public it serves.

ARTICLE XII
GRIEVANCE PROCEDURE

SECTION 12.01. GRIEVANCE PROCEDURE. All covered employees, and the Association on its own behalf, shall be entitled to use the provisions of the City's existing grievance procedure.

ARTICLE XIII
AMERICANS WITH
DISABILITIES ACT

SECTION 13.01. AMERICANS WITH DISABILITIES ACT. The City and the Association recognize that the City has an obligation under law to meet with individual employees who allege a need for reasonable accommodations in the workplace because of a disability. If due to the previously mentioned requirement, the City contemplates actions to provide reasonable accommodation to an individual employee in compliance with the ADA, which are in potential conflict with any provision of this Memorandum of Understanding, the Association will be advised of any such proposed accommodation prior to any implementation by the City.

ARTICLE XIV
FUTURE NEGOTIATIONS




SECTION 14.01. FUTURE NEGOTIATIONS. It is desirable and advantageous to both the City and the Association that a new Memorandum of Understanding be agreed upon and in place upon the expiration of this existing Agreement. To that end, the parties agree as follows:

1. The Association will submit to the City Manager no later than the fifteenth day of September immediately preceding the expiration of this Agreement and prior to any meeting between the City's negotiation team, a preliminary proposal for the period beginning upon expiration of this Memorandum of Understanding.
2. Both parties agree to make a good faith effort to complete negotiations prior to the first day of December immediately preceding expiration of this Memorandum of Understanding. A good faith effort would include, but not limited to:
 - a. Reasonable agreement of and attendance at negotiation meetings between the City and the Association representatives.

- b. Reasonable and expedient disbursement and communication by each party to its respective governing body (i.e, City Council and the Association members) of any proposal made by the other party when necessary or agreed upon.
- c. Open and continued communication between the parties during negotiations until agreement is reached.

ARTICLE XV
DURATION OF AGREEMENT

SECTION 15.01. DURATION OF AGREEMENT. Except as set forth in this document, the MOU shall become effective May 5, 2016 following ratification by the Association and adoption by the City Council and shall remain in full force, effect to, and including June 30, 2017. The parties agree to meet and agree over salary increases if the City's tax revenue increases or is expected to increase by 5% or more.

MANUEL L. FLORES		5/12/16
DANIEL L. KOONTZ		5/16/16
MARISSA TREJO		5/16/16