

**CITY OF SANTA CLARA – UNCLASSIFIED POLICE MANAGEMENT ASSOCIATION (UNIT 9A)
2023 NEGOTIATIONS
TENTATIVE AGREEMENT****

TERM

- January 1, 2024, through December 31, 2025

WAGES

Summary:

- Effective December 24, 2023 (the first pay period of calendar year 2024):
 - The minimum salary of the Police Captain (Job Code 138) classification shall be increased by approximately seven percent (7.0%). This will result in incumbents receiving an approximate seven percent (7.0%) general wage increase.
 - The minimum salary of the Assistant Police Chief (Job Code 027) classification shall be increased by approximately four percent (4.0%). Incumbents will not receive a general wage increase.
- Effective the first pay period of calendar year 2025:
 - The salary range of the Police Captain (Job Code 138) classification shall be increased by approximately four percent (4%). This will result in incumbents receiving an approximate four percent (4%) general wage increase.
 - The salary range of the Assistant Police Chief (Job Code 027) classification shall be increased by approximately four percent (4.0%). Incumbents will receive a two percent (2%) general wage increase.

See attached.

LUMP SUM

Summary:

- Effective the first pay period following ratification and approval from the City Council, and in recognition of, and to help secure the employees' speedy ratification of this MOU, the City has exercised its discretion to provide a one-time discretionary cash payment for regular employees (pro-rated for part-time employees) as follows:
 - \$5,000 for employees in the Police Captain (Job Code 138) classification at the time of disbursement of the one-time discretionary cash payment.
 - \$2,500 for employees in the Assistant Police Chief (Job Code 027) classification at the time of disbursement of the one-time discretionary cash payment.

See attached.

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MERIT INCREASE

Summary:

- Freeze for Assistant Police Chief (Job Code 027) for 2024.

See attached.

POST

- As proposed in City's Package Proposal A. See attached.

VACATION

- See attached.

HEALTHCARE

- As proposed in City's Package Proposal A. See attached.

LIGHT BODY ARMOR

- As proposed in City's Package Proposal A. See attached.

**** THIS AGREEMENT IS CONSIDERED TENTATIVE AND SHALL NOT BE CONSIDERED FINAL OR BINDING UNTIL RATIFIED BY ASSOCIATION MEMBERS AND APPROVED BY CITY COUNCIL. THIS DOCUMENT SETS FORTH THE FULL AGREEMENTS OF THE PARTIES REACHED DURING THESE NEGOTIATIONS. ANYTHING NOT INCLUDED IN THE DOCUMENT IS NOT PART OF THE TENTATIVE AGREEMENT.**

FOR THE CITY:



Aracely Azevedo
Director of Human Resources

10/23/23

Date



Charles Sakai
Labor Consultant

10/23/23

Date



Marco Mercado
Assistant Director of Human Resources

10/23/23

Date

FOR THE UNION:



Wahid Kazem
Assistant Chief of Police

10/22/2023

Date



Saskia Lagergren
Police Captain

10/22/23

Date

CITY and Unit 9A Negotiations – Wages

Proposed Language:¹

1. WAGES

A. ~~Effective December 23, 2018, for persons employed by the City on the date the City Council approved this MOU, salaries for represented classifications will be increased by the same percentage as applied to Unit 2 employees for the 12/2016 — 12/2017 MOU year. Salaries for represented classifications will also be increased by the same percentage as applies to Unit 2 employees for the 12/2019 — 12/2020 MOU year and for the 12/2020 — 12/2021 MOU year, except as noted below.~~Wage Increases

1) ~~Effective December 27, 2020, all salary ranges in classifications assigned to Unit 9A shall remain status quo.~~December 24, 2023 (the first pay period of calendar year 2024):

a. ~~Effective the first pay period of calendar year 2022, all salary ranges in classifications assigned to Unit 9A shall remain status quo.~~The minimum salary of the Police Captain (Job Code 138) classification shall be increased by approximately seven percent (7.0%). Any employee whose current salary is less than the minimum salary will have their salary adjusted to the minimum salary for Police Captain (Job Code 138). For example, an employee at the bottom of s-in-the Police Captain (Job Code 138) classification as of December 24, 2023 will —receiveing an approximate seven percent (7.0%) general wage increase.

2)b. ~~The minimum salary of the Assistant Police Chief (Job Code 027) classification shall be increased by approximately four percent (4.0%). The salary of employees in the Assistant Police Chief (Job Code 027) classification as of December 24, 2023, shall remain status quo.~~

2) Effective the first pay period of calendar year 2025:

a. ~~The salary range of the Police Captain (Job Code 138) classification shall be increased by approximately four percent (4.0%). This will result in employees in the Police Captain (Job Code 138) classification as of the first pay period of calendar year 2025, receiving an approximate four percent (4.0%) general wage increase.~~

b. ~~The salary range of the Assistant Police Chief (Job Code 027) classification shall be increased by approximately four percent (4.0%). However, Employees in the Assistant Police Chief (Job Code 027) classification as of the first pay period of calendar year 2025, shall receive an approximate two percent (2.0%) general wage increase.~~

3) In recognition of, and to help secure the employees' speedy ratification of this MOU, the City Council has exercised its discretion to provide a one-time discretionary cash payment as described below for regular employees (pro-rated for part-time

¹ *The proposed language is subject to review and approval by the City Attorney's Office*

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employees) in the bargaining unit at the time of disbursement following Council approval of this MOU. The Parties intend and understand that this lump sum payment is non-pensionable and will not be reported to CalPERS.

a. \$5,000 to employees in the Police Captain (Job Code 138) classification.

b. \$2,500 to employees in the Assistant Police Chief (Job Code 027) classification.

This one-time discretionary cash payment shall only be paid to employees who meet the following criteria:

Employees who were employed in a classification assigned to the bargaining unit at the time of the disbursement, which is estimated to occur after the first pay period after Council approval of MOU. The one-time discretionary cash payment shall be paid on a day after the first full pay period after Council approval of this MOU.

- ~~3) Effective the first pay period of calendar year 2023, all salary ranges in classifications assigned to Unit 9A shall receive an approximate 4.7% general wage increase. This is in recognition of the general wage increase that was scheduled to be received in December 27, 2020~~four percent (.0).

CITY and Unit 9A Negotiations – Merit Increase

Proposed Language:¹

24. MERIT PAY/SALARY ADJUSTMENT PROGRAM

Merit pay adjustments as provided for in the Personnel and Salary Resolution are, and will continue to be available during the term of this MOU when and if approved by the applicable Department Head and the City Manager, subject to Section ~~24.G~~24.F below. The Merit Pay Adjustment system shall include the following elements:

- A. Each Unit 9A employee shall receive an annual evaluation.
- B. Annual consideration of merit pay adjustments, subject to Section ~~24.G~~24.F below, with an affirmative decision by the applicable Department Head shall be required each year following the annual evaluation.
- C. Merit pay adjustments shall range from 0 to 5%, subject to Section ~~24.G~~24.F below.
- ~~D. In 2017, employees are eligible for a merit pay adjustment based on an evaluation prepared by February 2, 2017, which date will be their merit pay anniversary each year going forward.~~
 - ~~1) Notwithstanding D. above, for employees that have been employed a full year as of February 2, 2017, they will be eligible on their actual anniversary date, which shall also be their merit pay anniversary date thereafter.~~
 - ~~2) Notwithstanding D. above, for employees that receive a merit increase between January 1, 2016 and February 2, 2017, the date of their last merit increase shall be their new merit pay anniversary date.~~
 - ~~3) If a Department Head has not completed an evaluation in time for a merit adjustment by an employee's anniversary date (February 2, 2017 for most employees), the applicable merit pay adjustment once determined shall be made retroactive to the first full pay period following the anniversary date (and to February 2, 2017 for those persons whose anniversary date is February 2, 2017).~~
- ~~E.D.~~ Subject to Section ~~24.G~~24.F below, the City shall not suspend or freeze consideration of merit pay adjustments for Unit 9A employees unless step increases are suspended or frozen for all bargaining units that utilize a step system.
- ~~F.E.~~ The City and Unit 9A may, by mutually agreement, meet to discuss potential changes to the merit pay system and/or movement toward a step pay system more like other bargaining units.
- ~~G.F.~~ Effective January 1, 2021, employees holding positions in classifications assigned to Unit 9A shall be ineligible for a merit increase for the next two (2) consecutive rating periods. This means that an employee in Unit 9A shall not be eligible for a merit increase

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until the third rating period after January 1, 2021, and after the employee had skipped two (2) consecutive rating periods where they did not receive a merit increase.

1) Employees hired or rehired or promoted on or after January 1, 2021, and until on or before December 31, 2022, into positions in classifications assigned to Unit 9A shall be ineligible for a merit increase for the first two (2) consecutive rating periods. This means that an employee hired or rehired or promoted between January 1, 2021, and December 31, 2022, will not be eligible for a merit increase until the employee's third rating period with the city after the employee was hired or rehired or promoted into positions in classifications assigned to Unit 9A.

(a) A current active City employee promoted from another bargaining unit into a position in a classification assigned to Unit 9A between January 1, 2021, and December 31, 2022, shall be ineligible for a merit increase until the employee's third rating period from the effective date of the promotion.

(b) A current active City employee holding a position in a classification assigned to Unit 9A as of the effective date of this agreement who is promoted into or accepts another position in Unit 9A between January 1, 2021, and December 31, 2022, shall be ineligible for a merit increase unless the employee has skipped two (2) consecutive rating periods where they did not receive a merit increase since January 1, 2021.

2) Employees in the Assistant Police Chief (Job Code 027) classification as of January 1, 2024, shall be ineligible for a merit increase in calendar year 2024. Employees in the Assistant Police Chief (Job Code 027) classification shall not be eligible for a merit increase until the employee's rating period ending in calendar year 2025.

CITY and Unit 9A Negotiations – POST

Proposed Language:¹

13. PEACE OFFICER STANDARDS AND TRAINING (POST) CERTIFICATE

A. Employees are eligible for up to a maximum of 7.5% of base pay as follows:

1) Supervisory POST Certification. Effective December 24, 2023 (the first pay period of calendar year 2024), employees that have achieved Intermediate the Supervisory POST certification shall receive 2.5%3.75% of base pay for this certification.

2) Management POST Certification. Effective December 24, 2023 (the first pay period of calendar year 2024), employees Employees that have achieved Advanced the Management POST certification shall receive an additional 2.5% (for a total of 5.0%)3.75% of base pay for this certification.

B. To be eligible, and receive payment, employees must either provide proof from POST of the Intermediate-Supervisory or Advanced-Management POST certificate or get written confirmation and approval from the Police Chief (or designee) that the requirements for certification have been successfully completed. POST Certificate Pay shall be included on the Salary Adjustment Form as a mandatory allocation.

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CITY and Unit 9A Negotiations – Vacation

Proposed Language:¹

7. VACATION ACCRUAL

- A. Represented employees will accrue vacation, calculated to four decimal points for accuracy, as follows:

COMPLETED YEARS OF SERVICE	ACCRUAL RATE
1 through 9 years	120 hours
10 through 15 years	160 hours
16 through 20 years	176 hours
21 or more years	192 hours

- B. On or before the last business day before December 25th each calendar year, an employee may make in writing on an “Irrevocable Vacation Cash-Out Election Form” to be provided by the City an irrevocable vacation cash-out election for up to two cash-outs of vacation the following calendar year. To be effective, the employee’s written notice must be received by the Director of Human Resources or designee no later than the last business day before December 25th of the calendar year before the calendar year in which the employee wishes to cash-out vacation. The amount of vacation requested to be cashed out in the following calendar year may not exceed a total of eighty (80) hours, which number of vacation hours must have been earned in the following calendar year before it may be cashed out, and requires a sufficient balance of available accrued vacation. It is understood that an employee using vacation shall always use vacation earned in prior years first before using vacation earned in the current year. The date options available on the Election form provided by the City for the up to two cash-outs shall be the first full pay period in April, July, October or December.

This provision shall have no effect on an employee’s right to cash out all his or her accrued vacation at the time of the employee’s separation/retirement from City employment.

- C. Maximum Vacation Accrual Limit – ~~Maximum vacation accrual which may be credited to an employee at the end of the pay period which includes December 31 shall be 450 hours.~~

4) ~~Effective December 27, 2020 (the first pay period of calendar year 2021), and subject to Section 7.E below, the Maximum Vacation Accrual Limit shall be increased to 480 hours. Employees shall not be allowed to accrue vacation above the Maximum Vacation Accrual Limit.~~

- D. In lieu of receiving a vacation-leave cash payout at retirement, the Association may vote to roll accrued vacation leave hours (except for any hours in the Temporary

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Supplemental Vacation Accrual balance) into the employee's Voluntary Employee Beneficiary Association (VEBA) account, subject to Association compliance with Federal rules associated with employee contributions of vacation leave to their VEBA accounts.

~~E. Effective December 27, 2020 (the first pay period of calendar year 2021), the Maximum Vacation Accrual Limit as described in Section 7.C above shall be temporarily suspended for two (2) years until the end of the last pay period of calendar year 2022. Employees may continue to accrue vacation above the Maximum Vacation Accrual Limit until December 24, 2022 (the last pay period of calendar year 2022).~~

~~1) Effective December 25, 2022 (the first pay period of calendar year 2023), employees shall not be allowed to accrue vacation above the Maximum Vacation Accrual Limit of 480 hours.~~

~~F.E.~~ Temporary Supplemental Vacation Accrual – Effective December 25, 2022 (the first pay period of calendar year 2023), employees holding positions in classifications assigned to Unit 9A shall be eligible for the Temporary Supplemental Vacation Accrual. The Temporary Supplemental Vacation Accrual is a separate vacation balance subject to the following:

1) Effective December 25, 2022, the temporary suspension of the maximum vacation accrual limit ended and all unused accrued vacation hours above 400 hours as of December 24, 2022 (the last pay period of calendar year 2022) shall be placed in the Temporary Supplemental Vacation Accrual balance.

(a) The following is only an example of the Temporary Supplemental Vacation Accrual described above, and any figures are for illustration purposes only and assumes the employee does not use vacation.

Issue	Hours
Vacation Balance as of the last pay period of calendar year 2022	500
Hours to be placed in Temporary Supplemental Vacation Accrual	100
Vacation Balance as of the first pay period of calendar year 2023	400
Hours that can be accrued in calendar year 2023	80
Hours that can be accrued above the Maximum Vacation Accrual Limit of 480 hours	0

2) The Temporary Supplemental Vacation Accrual balance may not be increased.

3) Subject to supervisory approval, any Temporary Supplemental Vacation Accrual shall be available for use to the employee until the Temporary Supplemental Vacation Accrual balance has been exhausted.

4) If an employee leaves or retires from City service, any unused Temporary Supplemental Vacation Accrual hours shall not be subject to the terms of Section 7.D above. Any accrued but unused Temporary Supplemental Vacation Accrual hours will

be cashed out upon the employee's retirement or other separation from City service, subject to Section 7.E.5 below. If permitted by the City's deferred compensation plan and applicable law, the separating employee may elect to contribute all or a portion of their accrued but unused Temporary Supplemental Vacation Accrual hours to their deferred compensation account by submitting a written request no later than 30 days prior to their separation from City service.

- 5) An employee must first use their Temporary Supplemental Vacation Accrual for any vacation leave taken until the Temporary Supplemental Vacation Accrual balance has been exhausted, subject to supervisory approval.

However, employees in the classification of Assistant Police Chief (Job Code 027) as of October 30, 2023 may elect to freeze the value of their Temporary Supplemental Vacation Accrual Hours at the employee's rate of pay as of October 30, 2023. Employees who have opted to file such an election (including a release of claims) may use either Temporary Supplemental Vacation Accrual Hours or accrued vacation for time off. Upon the employee's retirement or other separation from City service, all Temporary Supplemental Vacation Accrual Hours will be cashed out at the employee's rate of pay as of October 30, 2023.

- 6) An employee (except employees who are in the Assistant Police Chief (Job Code 027) classification who have filed an election under Section 7.E.5 as of October 30, 2023) may not be on unpaid status until the Temporary Supplemental Vacation Accrual balance has been exhausted and must use their Temporary Supplemental Vacation Accrual until the Temporary Supplemental Vacation Accrual balance has been exhausted, with the exception of any formal disciplinary action pursuant to the City's Civil Service Rules.

CITY and Unit 9A Negotiations – Healthcare

Proposed Language:¹

2. HEALTH INSURANCE PREMIUMS

A. ~~Health Flex Contribution~~

~~Effective January 1, 2019, the City will offer employees a Health Flex Contribution of \$136.00/month to put toward the payment of a City offered health plan. The \$136.00/month applies for 2019, and this amount shall be modified each calendar year using the Rate of Pay Safe Harbor (based on the lowest base pay of any full-time employee covered by this MOU) to ensure the City's offered coverage is "affordable."~~

~~Employees who enroll in a City health plan for which the premium amount is more than \$835.66/month shall receive an Additional Health Flex Contribution. The Additional Health Flex Contribution, when added to the Health Flex Contribution described in the prior paragraph and the Regular Flex Contribution described herein, shall equal \$200 per month over the Kaiser employee only premium amount for the applicable year. (For 2019, this is an additional \$134.36/month to these individuals, since \$200 over the Kaiser employee only amount in 2019 is \$970.02/month.)~~

~~Employees may not receive all or any portion of the health Flex Contribution or Additional Health Flex Contribution as cash or any other taxable benefit, and must apply the Health Flex Contribution to City offered health benefits. Employees who do not enroll in City offered health benefits will not receive any of the health Flex Contribution. It is understood and agreed that a portion of the Health Flex Contribution described in this subsection is the City's contribution of the statutorily required minimum contribution under the Public Employees Medical and Hospital Care Act (PEMHCA) (e.g. \$133 in 2018), which is the City's designated PEMHCA amount.~~

~~The City currently contracts with the California Public Employees' Retirement System (CalPERS) for the purpose of providing medical insurance benefits for active employees and their eligible dependents, eligible retired employees, and eligible survivors of retired employees. Eligibility of a dependent to participate in this program shall be in accordance with the terms of the Public Employees' Medical and Hospital Care Act (PEMHCA). Eligibility of retired employees and survivors of retired employees to participate in this program shall be in accordance with those provisions of the PEMHCA providing for participation by "annuitants."~~

~~The City's employer contribution towards medical insurance benefits for each eligible employee shall be the minimum contribution amount required by Government Code Section 22892. Contributions provided under this Section are required only to the extent mandated by the PEMHCA.~~

~~Because CalPERS may change carriers and plans, the City shall not be required to provide a specific insurance coverage and shall only be required to provide those benefits as described in this Section so long as the City contracts for benefits with CalPERS for medical insurance benefits.~~

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Pursuant to the PEMHCA, the City will provide each eligible annuitant, as defined by the PEMHCA, with an employer contribution towards medical insurance benefits that is equal to the PEMHCA minimum contribution provided to an active employee under this Section.

B. REGULAR FLEX CONTRIBUTION Definitions. For purposes of this section:

- 1) Effective January 1, 2019, the City will provide a Regular Flex Contribution equal to \$835.66/month less the Health Flex Contribution (thus, for 2019, the Regular Flex Contribution will be \$699.66/month). Employees may use the Regular Flex Contribution to pay for health benefits offered under the City's Section 125 plan or may opt to receive any or all of the Regular Flex Contribution as taxable cash. An employee will receive a Regular Flex Contribution whether or not he/she enrolls in City offered health benefits and notwithstanding the provisions of Section 37.E, below "Full-time employee" refers to an employee whose regular schedule is at least 30 hours per week.
- 2) For employees who enroll in City health and whose benefits exceed the total of the City's health Flex and Regular Flex Contributions to them, the balance of the health premium shall be paid by a salary deduction from the pay of the individual employee "Full-time position" refers to a position in a classification, whether vacant or not vacant, whose regular schedule is at least 30 hours per week.

C. CASH IN LIEU Health Insurance Contributions

- 1) Effective January 1, 2019, employees who choose not to enroll in a City health plan, and meet the requirements set forth below shall receive a Cash in Lieu amount equal to \$835.66/month minus the Regular Flex Contribution (for 2018, the Cash in Lieu amount thus is \$136/month). Effective January 1, 2024, the City shall make a monthly contribution to the City's flexible benefit plan which, taken together with the mandatory PEMHCA contribution, equals one hundred percent (100%) of the premium for the lowest priced Kaiser (Region 1) plan for unit members enrolled at the employee and employee plus one levels; and ninety percent (90%) of the premium for the lowest priced Kaiser (Region 1) plan for unit members enrolled at the employee plus two or more level. If the employee enrolls in a plan whose premium exceeds the City contribution, the employee shall pay the difference between the total cost of the selected plan and the City's contribution via salary deduction. In no event shall the City's contributions pursuant to the provisions of this Section, and any statutorily required minimum contribution under the PEMHCA as determined by CalPERS in each calendar year, exceed one hundred percent (100%) of the premium cost of the lowest price Kaiser (Region 1) plan at the employee and employee plus one level, or ninety percent (90%) of the premium for the lowest priced Kaiser (Region 1) plan at the employee plus two or more level, in which the employee is enrolled.

There shall be no option to receive all or any portion of the City's Contribution as cash or any other taxable benefit.

- 2) In order to receive Cash in Lieu of health coverage, an employee must sign a form attesting that the employee and the employee's Tax Family have the Alternative Required Coverage for the Opt Out Period.

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- a. Effective January 1, 2024, a full-time employee hired on or before December 31, 2023, into a full-time position with the City, and who chooses not to enroll in a City health plan and meets the requirements set forth below in this subsection shall receive a Cash in Lieu amount equal to \$835.66/month paid out on the first pay period of the month.
- b. A full-time employee hired or rehired on or after January 1, 2024, and who chooses not to enroll in a City health plan and meets the requirements set forth below shall receive a Cash in Lieu amount equal to \$250/month paid out on the first pay period of the month.
- c. Requirements: In order to receive Cash in Lieu of health coverage, an employee must sign and submit a form attesting that the employee and the employee's Tax Family have the Alternative Required Coverage for the Opt Out Period.
 - (1) Tax Family means all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt out applies.
 - (2) Alternative Required Coverage required means minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California).
 - (3) Opt Out Period means the plan year to which the opt out arrangement applies.
 - (4) An employee must provide the attestation and proof of Alternative Required Coverage every plan year at open enrollment or within 30 days after the start of the plan year for each plan year the employee would like to receive ~~cash~~ Cash in lieu.
 - (5) The Cash in Lieu payment cannot be made and the city will not in fact make payment if the City knows or has reason to know that the employee or a Tax Family member does not have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.
 - (6) An employee who opts out of City-offered health benefits, but cannot provide the attestation, will not receive the cash in Lieu contribution described in this subsection.
- a-d. For employees whose regular work schedules are 30 or more hours per week but less than 40 hours per week, the Cash in Lieu amount shall be prorated as described in Section E below.

D. FLEXIBLE SPENDING ACCOUNT (IRS SECTION 125 PLAN)

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The City has established a Flexible Spending Account benefit (IRS Section 125 Plan) for employees, which provides accounts in which employees may contribute pre-tax dollars for dependent care and unreimbursed medical expenses. This Plan will follow the regulations outlined by the Internal Revenue Service. Detailed information will be available in the Summary Plan Document. This plan is voluntary and participating employees will make pre-tax salary reduction elections to fund the plan.

E. Proration of Benefits

For employees whose regular work schedules are 30 or more hours per week but less than 40 hours per week, benefits shall be prorated based on the employee's full-time equivalent (FTE) level.

CITY and Unit 9A Negotiations – Light Body Armor

Proposed Language:¹

28. LIGHT BODY ARMOR

All currently issued light body armor and vest carriers shall be replaced at City expense five (5) years from the date of issue.

New or replacement body armor shall be a minimum of a Threat Level #3A classification and shall be replaced by the City upon the expiration of the manufacturer's warranty for that unmodified dealer issued unit. Any represented employee may purchase a vest of his/her choice provided that it meets or exceeds the City's warranty and protection requirement; however, the employee must bear the difference in cost between the allocation provided and determined by the City and the actual cost of the vest of his/her choice. All body armor issued to represented employees shall be new and custom fitted to the individual officer. The City will also provide and replace vest carriers consistent with Departmental standards. Unit members may purchase vest carriers of their own choice so long as they meet the Department's minimum standards; however, the employee must pay the difference in cost between the actual cost of the vest carrier and Departmental allocation for vest carriers.

Body armor and vest carriers damaged in the course and scope of employment shall be replaced immediately if determined to be unserviceable, or otherwise requiring replacement in the opinion of the Department. Body armor and vest carriers damaged by misuse or gross negligence shall be replaced subject to a pro rata formula based upon the manufacturer's warranty (e.g., if a vest is damaged by misuse after 3 years, the Department will pay 60% (3/5) of the Departmental allocation towards a replacement vest and the employee will be responsible for the remainder of the replacement cost).

All body armor and vest carriers, regardless of the purchaser, shall remain the property of the City.

The employee is required to wear this equipment whenever he/she is performing general law enforcement duties outside the Police Administration Building and in uniform.

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