

ARTICLE 9—UNIFORMS AND EQUIPMENT

1. The purpose of the uniform and equipment cleaning and replacement allowance is to provide for purchase, replacement and cleaning of uniforms and equipment.
2. Uniform Allowances:
 - a. All sworn classifications shall receive a uniform cleaning and replacement allowance which shall be paid twice annually in equal installments on the first pay ~~periods~~ day of March and September. All FBPA represented sworn personnel shall receive a \$1,200 per year uniform allowance.
 - b. Non-sworn employees who are required to wear a uniform (i.e., Community Service Officers and Police Recruits), shall receive a uniform cleaning and replacement allowance of \$1,000 per year paid twice annually in equal installments on the first pay ~~periods~~ day of March and September
 - c. Non-sworn employees (other than Community Service Officers and Police Recruits), required to wear a uniform, shall receive \$300 per year paid twice annually in equal installments on the first pay periods of March and September
 - d. Employees on extended leave for personal or medical reasons for periods of one month or more shall receive reduced uniform allowances commensurate with their absence from active duty.
 - e. A new employee shall receive a prorated amount from the first day of the month following his/her hire date and a six-month advance for purchase of initial uniform and/or equipment.
 - e-f. Uniform allowances shall be paid separate from any other salary payment
3. Vests: The City agrees to provide each sworn employee with a protective vest of such quality as approved by Federal standards. The Chief of Police shall consider the employee's individual preference in terms of vest style, fit, size, and quality when ordering a replacement vest. Vests shall be replaced as necessary considering wear, safety and certification of the vest, but in all cases within manufacturer's guidelines, and no City provided vest shall be issued and/or worn upon expiration of certification. This section shall not be construed as to require the purchase and replacement of existing vests assigned to current personnel. The vest shall remain the property of the City.

Upon termination of employment with the City, the employee may purchase the vest assigned to him/her at a prorated cost based upon the original cost of the vest and the remaining months of usable service (based upon five (5) years of usable service). Any officer who requests a vest shall be required to wear it while on duty as a uniformed patrol officer.

4. Damaged Uniform/Equipment Replacement: Upon approval of the City Manager or his/her designee, and in accordance with the provisions of California Government Code Section 53240 and Appendix C of this MOU, employees shall be paid the cost of replacing or repairing clothing or prosthesis or other personal property, or articles of clothing or property necessarily worn or carried by the employee or required by the nature of his/her duties, when such items are damaged or destroyed in the line of duty without fault of the employee, or stolen from City facilities. If items are damaged beyond repair, the actual replacement value of such shall be paid. The value of such items shall be determined as of the time of damage thereto. No claims shall be authorized for repair or replacement of items of personal property used on City business unless they have a value greater than Forty Dollars (\$40.00). In any case, reimbursement for replacement or repair shall be limited to \$150 per item and an aggregate maximum of \$400 per incident. This provision shall not apply to items lost due to negligence by the employee.
5. Equipment Purchase Loan Plan: All employees represented by this agreement shall have the option of entering into equipment purchasing loan plan with the City, which may be utilized to assist the employee to purchase equipment that may be used, both on and off duty, to improve the employee's job performance. This plan has the following limitations.
 - a. The loan total shall not exceed Three Thousand Dollars (\$3000).
 - b. Employee cannot add to an existing loan without the recommendation and expressed permission of the Chief of Police.
 - c. Employee agrees to pay an interest rate equal to the Local Agency Investment Fund (LAIF) rate paid to the City plus one-quarter percent (.25%), as of the date of the loan.
 - d. Loans shall be repaid via payroll deductions. Loans of less than \$1000 shall be paid back in 26 equal installments. Loans between \$1000 and \$2000 shall be paid back in 52 equal installments. Loans between \$2000 and \$3000 shall be paid back in 78 equal installments. Upon separation, if employee has not paid the entire balance due by the time his or her final paycheck is issued, the City will deduct the balance of the loan from the final paycheck.

- e. The employee shall provide documentation such as an invoice or receipt to serve as proof of purchase prior to issuance of the loan.
- f. Employee shall sign a payroll deduction authorization form for the amount calculated by the Finance Department.
- g. Employee shall receive approval prior to the purchase of any equipment for which this program is anticipated.