

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DINUBA
AND THE DINUBA CITY POLICE OFFICERS' ASSOCIATION**

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I. AGREEMENT

This Memorandum of Understanding, hereinafter referred to as the "Understanding" is made and entered into at Dinuba, California, this 1st day of July by and between the City of Dinuba, hereinafter referred to as the "City" and the Dinuba City Police Officers' Association, hereinafter referred to as "Association" for and on behalf of the employees in the Association.

The provisions of this understanding shall be subordinate to any present or subsequent Federal or State Law. The term of this Understanding is from July 1, 2021 to June 30, 2024.

PURPOSE: The purpose of this Understanding is to promote and provide harmonious relations, cooperation and understanding between the City and its employees covered herein and to set forth the full understandings reached as a result of meeting and conferring on hours, wages and working conditions in accordance with State law and City ordinances, rules and regulations.

SCOPE: This Understanding sets forth the full and entire Understanding of the City and the Association.

SEVERABILITY: Should any part of this Understanding be rendered or declared illegal or invalid by legislation or decree of a court of competent jurisdiction, this invalidation shall not affect the remaining portions of the Understanding.

MODIFICATION: Any agreement, alteration, understanding, variation, waiver or modification affecting any of the terms or provisions contained in this Understanding shall not be binding upon the City or the Association unless made and executed in writing by the City and the Association and, if required, approved by the City Council.

MUTUAL RESPONSIBILITY: The City and the Association recognize their mutual responsibility to provide the citizens those municipal services deemed appropriate by the City.

CITY RIGHTS: The City reserves, retains and is vested with, solely and exclusively, all rights which have not been expressly provided to the Association by specific provisions of this Understanding including but not limited to:

- 1) The nature and extent of services performed;
- 2) The employee's work weeks, shift plans and work hours;
- 3) The methods, means and personnel by which the City's operations are to be conducted; and
- 4) Such other decisions as may be necessary to organize and operate the City in the most efficient manner as determined by the City.

EMPLOYEE RIGHTS AND ASSOCIATION RIGHTS: The City recognizes the Association as the exclusive representative of Police Department employees. The City shall meet and confer with the Association on matters of pay, hours, and working conditions in accordance with State law and City policies, rules and regulations.

The City will designate a space within an employee work or break area for the Association to place a bulletin board. The Association will be responsible for the cost and maintenance of the bulletin board. The Association will remove inflammatory, slanderous, or otherwise inappropriate materials from the bulletin board.

Employees shall be free to participate in Association activities without interference, intimidation or discrimination in accordance with State law and City policies, rules and regulations.

The City shall notify the Association, in writing, of all new hires within ten (10) days after the initial hire date. The information provided shall contain name, job title, department, work location, work, home, and personal cellular phone numbers, personal email on file with the City and home address. Notwithstanding the foregoing, City shall not disclose the home phone number and/or home address of any employee who submits a written request that such

information remain private.

The City shall provide to the Association a list of all previously stated information for all bargaining unit members at least once every 120 days, with the exception of the home address and home phone of those employees who have requested in writing that their home address and home phone remain private.

When a new employee orientation/on boarding is scheduled, the Association will receive an invitation to such at least ten (10) days in advance of the scheduled date of orientation/on boarding, unless there is an unforeseeable urgent need requiring a shorter notice period, pursuant to California Government Code section 3556. City will allow the Association to meet with new employees hired into the bargaining unit for a reasonable amount of time during the employee orientation. An Association representative may be provided paid release time to attend the orientation so long as the release time will not create an operational/staffing issue and the paid release time will not result in overtime. In lieu of this meeting, the new employee orientation may take place with an Association representative at the department during a reasonable time period, on or about the new employee's date of hire.

Payment of dues or fees shall be by payroll deduction, after the City receives written authorization from the Association to make these deductions. The City will deduct the appropriate dues or fees as established and as may be changed from time to time by the Association, from the employee's pay and will remit such dues or fees to the Association.

Payroll deductions for new members authorizing dues deduction will become effective the first day of the pay period following the City's receipt of notice from the Association, or as soon thereafter as is practical. Payroll deductions will cease or be modified upon receipt of written certification from the Association that the employee has revoked or modified the deduction authorization for dues or fees. Revocations or modifications of authorizations will become effective the first day of the pay period following the City's receipt of notice from the Association, or as soon thereafter as is practical.

The Association agrees to maintain files containing authorization for dues deduction on behalf of employees, and to promptly provide proof of same, upon request of the City should a dispute over employee dues deduction arise.

In accordance with Government Code 1157.12, the Association agrees to hold the City harmless from all claims, demands, suits or other forms of liability that may arise against City for or on account of any deduction made from the wages of such employees pursuant to this MOU.

POLICIES AND PRACTICES: The Personnel Policies and Practices, as they exist now or as they may be amended through the meet and confer process, shall be applicable to employees unless superseded by any provisions of this Understanding.

II. INSURANCE

HEALTH INSURANCE: The City shall provide each employee a description of the current health insurance plan.

The City reserves the right to supply similar insurance benefits at the least costly method. In the event that the City should seek to change either the medical or dental insurance carriers, a representative of the Association will be placed on the committee to survey and make recommendations to the City Manager.

Each employee shall contribute towards the premiums of the health insurance. For fiscal year 2021/2022 the employee monthly contribution is \$72.65. The contribution shall increase each year by the CPI (based on Consumer Price Index, All Urban Consumers, U.S. City Average, December to December). Because the amounts of the contributions change from year to year, the City shall provide employees with an updated cost of the premiums during open enrollment.

In the event that the City makes available alternate medical insurance plans, employees may elect to enroll into one of those plans during the open enrollment period. Employees will then be required to pay the employee portion of the premium, if any, that is specified at the time for that particular coverage.

DENTAL AND VISION INSURANCE: Commencing July 1, 2007, the employee will bear the costs above \$100.00. The City shall provide each employee description of the current dental and vision insurance plans.

LIFE INSURANCE: The City shall provide term life insurance at least equal to the current policy in the amount equal to \$1,000 for every \$1,000 (or fraction) of annual salary; the City shall also provide coverage of accidental death or dismemberment benefits.

SHORT-TERM DISABILITY: The City shall provide employees with short-term disability at least equivalent to the current policy of up to 60% of employee's monthly earnings with a 60 day waiting period.

LONG-TERM DISABILITY: The City shall provide employees with long-term disability insurance at least equivalent to coverage of the current policy of up to 60% of employee's monthly earnings with a 180 calendar-day waiting period.

ADDITIONAL LIFE INSURANCE: The City shall deduct premium costs from employees' paychecks for additional life insurance in amounts and for plans that have been approved by the City at the employee's request.

UNEMPLOYMENT INSURANCE: The City pays the cost of Unemployment Insurance to provide employees a weekly income when out of work through no fault of the employee (layoff).

INDUSTRIAL INJURY OR ILLNESS: Industrial injury or illness benefits shall be payable in situations where employee's absence is due to industrial injury or illness as provided in California Worker's Compensation Law and City policies.

HEALTH CARE MANAGEMENT COMMITTEE: The Health Care Management Committee will reconvene and meet on a quarterly basis. The committee will be provided financial reports regarding the health insurance fund.

RETIREE HEALTH INSURANCE/MEDICARE SUPPLEMENT: Health and Dental insurance is available to employees upon retirement. Effective January 1, 2005, employees retiring from the City of Dinuba with at least 15 years of continuous full-time service to the City of Dinuba shall have 75% of their City employee medical/prescription plan premium, including dependent coverage, paid by the City. Existing employees as of June 30, 2004, shall be grandfathered in with recognition of prior years of service employed as a sworn officer or government law enforcement agency dispatcher. See details under "Forfeiture of Sick Leave" section.

RETIREE HEALTH INSURANCE/MEDICARE SUPPLEMENT: (con't) City pays 100% for retirees for the City of Dinuba's approved Medical Supplement plan. Retiree must have at least 15 years of continuous full-time service to the City and maintained continuous coverage under the City of Dinuba's health insurance plan. Existing employees as of June 30, 2004, shall be grandfathered in with recognition of prior years of service employed as a sworn officer or government law enforcement agency dispatcher.

The City will discontinue the Retiree Health Insurance and the Medicare Supplement for full-time employees hired on or after 9/1/14.

III. RETIREMENT

Employees shall be provided retirement benefits under the California Public Employees Retirement System (PERS).

<u>Miscellaneous Classification</u>	<u>Retirement Program</u>
Miscellaneous (Classic)	2% @ 55
Miscellaneous (New Member)	2% @ 62

The retirement formula is 2% @ 55 for miscellaneous employees for existing PERS members as of December 31, 2012.

Non-safety: Classic (not new to the CalPERS system on or after 1/1/13) employees shall contribute 6% towards PERS retirement contributions

Under Public Employees' Pension Reform Act (PEPRA), for miscellaneous "new members" on or after January 1, 2013, the retirement formula will be 2% @ 62. Effective 7/1/14, new members will contribute 50% of the total normal cost of the retirement plan.

<u>Safety Classification</u>	<u>Retirement Program</u>
Safety (Classic)	2% @ 50
Safety (New Members)	2.7% @ 57

The retirement formula is 2% @ 50 for safety employees for existing PERS members as of December 16, 2012.

Safety: Classic (not new to the CalPERS system on or after 1/1/13) employees shall contribute 12% towards PERS retirement contributions. Employee who meet the definition of a CalPERS classic employee will pay the full employee PERS contribution of 9%. The employee shall pay an additional 3% toward the employer contribution, for a total of 12%.

Under Public Employees' Pension Reform Act (PEPRA), for safety "new members" on or after January 1, 2013, the retirement formula will be 2.7% @ 57. Effective 7/1/14, new members will contribute 50% of the total normal cost of the retirement plan.

Specific details regarding these retirement plans are available to employees from either the Payroll or Human Resource Services Departments. The City shall provide each employee with a description of the retirement plan covering their classification.

IV. SICK LEAVE

STATEMENT OF POLICY: Sick leave shall not be considered as a privilege which an employee may use at his/her own discretion, but shall be granted only for bona fide necessity as defined herein.

ELIGIBILITY OF SICK LEAVE:

- a) All regular and probationary full-time employees upon completion of 30 calendar days of continuous service shall be eligible for sick leave with pay.
- b.) Employees accrue sick leave from the first day of employment and may use sick leave as it accrues in accordance with City policy.
- c) Temporary or part-time employees shall not be eligible for sick leave with pay, under this policy. Refer to the Paid Family Leave

ACCRUAL OF SICK LEAVE: Sick leave shall be accrued and credited biweekly from the first day of employment by all regular full-time employees who are on a pay status. Sick leave shall accrue at the rate of four (4) hours per pay period (based on 26 pay periods/year).

ACCUMULATION OF SICK LEAVE: Sick leave may be accumulated by all full-time employees for an unlimited number of days.

SICK LEAVE INCENTIVE: In addition to current accrual rates (4 hours per pay period), on June 30 of each year if the sick leave balance is a certain level, then additional hours of leave will be added on July 1 (see below). Eligibility is renewed each year; the additional days are not granted if the leave balance falls below the incentive level.

Sick leave accrual balances of 500 hours or more receive 16 hours

Sick leave accrual balances of 1000 hours or more receive 32 hours

HOLIDAYS WITHIN SICK LEAVE: Observed holidays occurring during sick leave shall not be counted as a day of sick leave.

DEPLETION OF SICK LEAVE: Certification of the need for medical leave must be obtained from a physician. Leave must be recommended by the Department Director and approved by the City Manager. Refer to Family Leave Police #95-05. If the employee is unable to return to work at the end of this period, he/she must request further medical leave which will be subject to approval by the City Council. If further leave is granted, the employee must notify the City of his/her intent to return to work every 30 days. If further leave is not granted, the employee's service with the City shall be considered terminated.

Disability retirement from City service shall be subject to the terms and conditions of the City's retirement system.

FORFEITURE OF SICK LEAVE: Employees leaving City service shall forfeit all accumulated sick leave except:

- a.) Upon retirement, an employee may choose to be paid for up to 66 days of accumulated sick leave at employee's rate of pay at retirement; or to cash in total sick leave accumulation at employee's rate of pay at retirement and put the money in trust with the City to be used to pay medical and dental insurance premiums (at City's rate) until retiree becomes entitled to Medicare.

FORFEITURE OF SICK LEAVE: (continued)

If amount is exceeded before entitlement to Medicare, retiree has the option of paying the premiums to the City for insurance coverage or dropping coverage. If money in the employee's trust account is not depleted prior to entitlement to Medicare, the money shall be removed from the trust account and revert back to City use.

- c) An employee with a minimum of five years of continuous service shall be entitled to 50% of up to 60 days of accumulated sick leave with a maximum of 30 paid days at employee's current rate of pay.

ILLNESS WHILE ON VACATION: An employee who becomes ill while on vacation may have such period of illness charged to his/her accumulated sick leave instead of vacation provided that:

- a) Immediately upon return to duty, the employee submits to the Department Director a written request for sick leave and a written statement signed by the employee's physician confirming the illness and providing dates of the illness;
- b) The Department Director recommends and the Human Resources Manager/City Manager approves the granting of such leave.

DEDUCTION OF SICK LEAVE: Sick leave shall be deducted at the rate of one hour sick leave for each hour absent; less than one hour used will be charged as one full hour. After one full hour off, time in less than one-half hour increments will be charged to the next hour.

MEDICAL CERTIFICATION: An employee who is absent longer than five work-days may require a medical certification. A medical certification may be required regardless of length of absence at the request of Human Resources if sick use abuse is suspected.

USAGE OF SICK LEAVE: Sick leave may be used as needed and approved, to the point of depletion, at which time the employee will no longer receive pay for sick leave. Sick leave may be taken for:

- a) The employee's own diagnosis, care, or treatment of an existing health condition or preventive care;
- b) The diagnoses, care or treatment of an existing health condition or preventive care for an employee's family member including:
 - Child (including a biological, adopted, or foster care child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)
 - Spouse or Registered Domestic Partner
 - Parent (including biological, adopted, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or register domestic partner, or a person who stood in loco parentis when the employee was a minor child.)
 - Grandparent
 - Grandchild
 - Sibling.
- c) To obtain relief or services related to being a victim of domestic violence, sexual assault, or stalking;
- d) Death of a member of employee's family listed above, or close relative (leaves should not exceed five working-days for any one death).

V. VACATION LEAVE

VACATION ACCRUAL: Each full-time regular and probationary employee shall accrue and have vested vacation leave with pay as follows:

1-5 years service	3.08 hours biweekly	10 days/year
6-10 years service	4.62 hours biweekly	15 days/year
11-15 years service	5.23 hours biweekly	17 days/year
16+ years service	6.15 hours biweekly	20 days/year

Vacation time accrues from the date of hire at biweekly rates consistent with the above schedule.

USE OF VACATION: Vacation time may be taken in increments of one-hour when approved by the Department Manager.

SCHEDULING OF VACATION: Vacation scheduling shall be done departmental with regard to the employee's desires and needs, however, vacations shall be scheduled and approved by the Department Director so as to not interfere seriously with or impair departmental efficiency. Seniority will be considered should there be a conflict of dates within the department.

HOLIDAYS WITHIN VACATION LEAVE: If a holiday falls within a scheduled vacation period, vacation hours will not be charged against employee.

ILLNESS WITHIN VACATION LEAVE: Employees who become ill or injured during annual vacation leave may have such periods of illness charged to his/her accumulated sick leave instead of vacation provided the requirements are met as stated in the "Sick Leave" rule.

MAXIMUM ACCRUAL OF VACATION: Vacation time shall not exceed an accumulated amount of two hundred (200) hours.

In order to facilitate the transition to the enforcement of this maximum accrual of vacation hours, following ratification and City Council approval of this agreement, any bargaining unit member with 200 hours or more of accumulated vacation shall be allowed to accumulate additional vacation time consistent with past practice. However, effective June 15, 2021, the 200 hours maximum accrual will be effective for all bargaining unit employees, and any bargaining unit employee who has accumulated up to or beyond the maximum accrual amount shall not accumulate any more hours unless they fall below the maximum accrual limit. Also effective upon ratification and approval of this agreement, any bargaining unit members who has accumulated less than 200 hours shall be subject to the 200 hours maximum accrual limit.

VACATION BUY BACK: On a fiscal year basis, July through June, employees may cash out actual vacation leave time provided the following conditions are met:

- a) Accumulated vacation time shall be in excess of 120 hours;
- b) Cash-out shall be at a ratio of one week vacation per one week vacation cash-out, up to a maximum of two (2) weeks per year;
- c) Requests for vacation cash-out shall be approved by the City Manager no later than two weeks before the start of the vacation leave;
- d) Requests for vacation cash-out shall be made in writing by the Police Chief and forwarded to the Finance Director no later than two weeks before the start of the approved vacation leave.

VACATION & LEAVES OF ABSENCE: No personal leave of absence without pay for more than one day shall be granted as long as the employee has accumulated vacation.

PAYMENT FOR VACATION LEAVE UPON SEPARATION: Employees who terminate or retire shall be paid for any accrued vacation at the employee's current rate of pay.

VACATION DONATION POLICY: This policy provides a procedure for employees to donate vacation time to another employee within the Association in accordance with the Vacation Donation Policy. The City reserves the right to modify the policy as required and upon discussion with the Association. Refer to Vacation Donation Policy for Dinuba Police Officers' Association.

VI. HOLIDAYS

The following holidays are to be recognized by the City:

- a) Independence Day (July 4)
- b) Labor Day (First Monday in September)
- c) Veteran's Day (November 11)
- d) Thanksgiving Day (Fourth Thursday in November)
- e) Day after Thanksgiving
- f) Christmas Eve
- g) Christmas Day
- h) New Year's Day
- i) Martin Luther King (Third Monday in January)
- j) President's day (Third Monday in February)
- k) Memorial Day (Last Monday in May)
- l) Two floating holidays to be accrued on July 1 and used before June 30 of the following year.

Police Department shift personnel will be granted the approved holidays; the only exception being that Christmas Eve and Martin Luther King holidays shall be treated as floating holidays for a total of four (4) floating holidays (32 hours).

The four floating holidays (32 hours) are to be accrued on July 1, and used before June 30 of the following year. The floating holiday hours may be requested by employees at any time during the fiscal year; requests shall be granted at the discretion of the Police Chief so as not to impair department efficiency.

If the City is unable to accommodate the employee by June 30 of the following year, and proper notice has been given by the employee, the City will reimburse at straight time for properly requested but unused floating holidays denied by the City.

Fixed holidays for non-shift personnel shall be observed on the holiday. If any of the foregoing holidays fall on a Saturday, the preceding Friday shall be observed as a holiday. If any of the foregoing holidays fall on a Sunday, the Monday following shall be observed as a holiday. To earn paid holiday, an employee must be on paid status on the work day before and after the holiday.

Employees eligible for holiday pay will be paid for eight (8) hours holiday pay and time and one-half for each fixed holiday, whether or not they work the holiday, providing that employee has been paid for 40 hours in the work week. Shift employees working on the holiday receive straight time for the hours worked in addition to the eight hours holiday pay. Shift employees taking a vacation or sick day on the holiday receive the holiday pay but also deduct the leave from the leave balance. Shift employees on light duty working an eight hour shift do not receive holiday pay but rather receive the holiday off as a regular 8:00-5:00 employee.

Administrative and Special Assignment personnel working a holiday do not receive holiday pay but are granted a day off in lieu of the holiday.

Employees hired after July 1 shall receive credit for floating holidays on a pro-rated basis.

VII. LEAVES WITH PAY

All employees shall be granted leaves of absence with pay for the following:

Jury Duty: Employees required to report for jury duty shall be granted a leave of absence with pay from their assigned duties until released by the court, provided the employee remits to the City all fees received for such duties other than employee's expenses and mileage within 30 calendar days from termination of the jury service.

Subpoenas: Employees who are subpoenaed to appear as witness in behalf of the City shall be granted leaves of absence with pay from their assigned duties until released. The employee shall remit all fees received for such appearances to the City within 30 calendar days from the termination of his/her service (employee's expenses and mileage are not considered fees).

Court Appearances: Employees who must appear in court resulting from their official duties shall be granted leaves of absence with pay from their assigned duties until released by the court.

Military: Refer to the Military Leave Policy #96-05.

VIII. LEAVES OF ABSENCE WITHOUT PAY

Leaves of absence without pay may be granted for pregnancy, in case of emergency or need, or where such absence would not be contrary to the best interests of the City. Such leaves should be regarded as a privilege and not a right. There should also be the expectation that the employee will return to City employment at the expiration of such leave. For leaves that qualify for protected leave status (Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), Pregnancy Disability Leave (PDL), etc.), employees must exhaust available accrued leave before requesting leave without pay.

PROCEDURE TO REQUEST LEAVE OF ABSENCE:

- 1) Employee shall submit a written request for leave to his/her Department Director;
- 2) Department Director shall make a recommendation on granting the leave to the City Manager;
- 3) Requested leaves of less than 30 working-days may be approved in writing by the Department Director; requested leaves of 30 or more working-days must have City Manager's approval

LEAVE OF ABSENCE LESS THAN 30 WORKING-DAYS: When a leave of absence is less than 30 working-days, there is no adjustment to employee's benefits, seniority or anniversary date.

LEAVE OF ABSENCE 30 WORKING-DAYS OR MORE: An employee on a leave of absence of 30 or more working-days:

- 1) Ceases to accrue sick leave and vacation time on the 30th day;
- 2) Loses all insurance benefits beginning on the first day of the next month after the month in which the 30th day falls. If permitted by the City's current insurance carrier, the employee may keep the policy in force by paying the City for the cost of the insurance premium;
- 3) Shall have his/her seniority status adjusted to allow for the time over 30 days spent on leave;
- 4) Shall have his/her anniversary date set back by the number of days spent on leave from the 30th day;
- 5) Shall not have such leave considered as a "break in service" in regard to continuous service for pay off of sick leave upon separation from City service;
- 6) In no case shall a leave of absence exceed six (6) calendar months, unless otherwise required by law.

RETURNING TO WORK AFTER LEAVE OF ABSENCE: Upon expiration of a regularly approved leave of absence or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration or within five (5) working-days after notice to return to duty shall be cause for discharge. The depositing in the United States mail of a first class letter, postage paid, addressed to the employee's last known place of address shall be reasonable notice of termination.

IX. EDUCATIONAL ASSISTANCE

A voluntary vocational training program is available to all employees and is designed to give employees incentive to improve skills within the job classification held and to improve work performance. Regular fulltime employees are eligible for class(es) or course(s) that are work related and/or working towards a degree from an accredited school.

TUITION REIMBURSEMENT: Prior to registration of course(s), the class(es) or course(s) must be approved in writing by the Department Director and City Manager or designee to qualify for this educational benefit.

The City agrees to pay for employees' tuition, books, and fees (up to \$750/fiscal year for a two year degree and \$1,000/fiscal year for a four year degree, maximum reimbursement \$1,000/fiscal year) relative to courses that are job-related or are of benefit to the City. Employee must show proof of completion of the course(s) with a satisfactory grade before reimbursement will be granted.

Employees may apply for job-related vocational training costs through their Department Director on forms provided by Human Resource; reimbursement for vocational training is to be handled through the normal budget process.

Classes required by the City shall be paid for by the City.

X. OVERTIME

POLICY: It is the policy of the City that overtime work be kept to the minimum consistent with protection of life, property and the efficient operation of the departments and activities of the City. No employee will be scheduled for or paid overtime as a means of increasing his/her earnings above the limits imposed by the approved salary range of the employee's position, nor shall the employees of a department be scheduled for overtime on a continuing basis. The basis of overtime is to provide a means of meeting occasional emergencies on a temporary basis without hiring additional employees.

Overtime shall be approved in advance by the Department Director.

OVERTIME COMPENSATION: Compensation for overtime earned shall be paid at a rate of time and one-half for each period of overtime except where compensatory time off is granted in accordance with current laws. Overtime compensation shall be at time and one-half for paid status time over 40 hours each work week. (Paid status includes all paid leaves.)

Employees called out shall be paid for a minimum of two hours overtime.

Employees may accumulate compensatory time off to a maximum of 80 hours. Compensatory time off will be earned at the rate of time and one-half for paid status time over 40 hours each week.

Annually, employees may cash-out compensation time up to a maximum of 80 hours under the following conditions:

1. The compensation time cash-out request is made prior to December 31st; and
2. The requested compensation time cash-out shall be for compensation time earned during the fiscal year it is being requested; or
3. In the event of no cost-of-living adjustment in the preceding fiscal year, the requested compensation time cash-out may be for compensation time earned during the preceding fiscal year as the intent of this benefit is not to cash-out compensatory time at a higher rate than it was earned.

DETECTIVE STANDBY: To be paid at the following rates:

5:00 p.m. Friday to Midnight Saturday:	\$50
Midnight Saturday to 7:00 a.m. Monday:	\$50

CALL-OUTS: All call-outs will be a two (2) hour minimum for all employees including employee on standby duty. Each call-out will be paid at one and one-half (1½) times the employee's current wage rate.

CONDITIONS OF LOCAL PERIOD OR DISASTER: In case of disasters, state of extreme emergency or local peril, the overtime procedures herein established shall not be in effect and compensation procedures will be determined at that time for such conditions.

COMP TIME CASH-OUT TIME PERIOD: Compensation time cash-out requests shall be submitted during the period of July 1 through December 31. Requests submitted outside this time period shall be disallowed.

REASONABLE NOTICE FOR COMP TIME USAGE: Employees shall provide at least five (5) working days notice to the supervisor when requesting CTO. The supervisor has the discretion to waive the 5-day notice. The employee agrees to consult with the supervisor to ensure staffing needs will be met.

XI. SALARY

SALARY:

COLA – 3% and a lump sum \$2,500.00 effective July 1, 2021
COLA – 2% effective the first full pay period after July 1, 2022.
COLA – 2% effective the first full pay period after July 1, 2023.

These wages are dependent on the continuation of the City receiving sales tax revenue for on-line sales. In the event that there is a change in legislation regarding the City's ability to collect its current rates of on-line sales tax revenue, these COLA amounts shall be discontinued and the parties will meet and confer regarding wages. This provision will sunset following expiration of the MOU in 2024.

Should the City be faced with a major crisis that would have a severe financial effect on budget projections, the City would retain the right to reopen salary negotiations with the Association.

CLASSIFICATION PLAN: The Classification Plan shall be maintained and reviewed.

FIELD TRAINING OFFICER (FTO)/COMMUNICATIONS TRAINING OFFICER (CTO) PAY: Officers working in the capacity of a POST certified field training officer or dispatchers working in the capacity of a POST certified communications training officer shall receive additional compensation of 5% of their base hourly rate of pay while performing POST certified FTO/CTO duties. All duties shall be in compliance with POST and departmental guidelines, procedures, and policies.

INCENTIVES: The City shall pay incentives to non-probationary employees in the following amounts and subject to the provisions of the paragraph:

- Educational Degree Incentive Pay (2% for AA/AS, 4% for BA/BS, not to exceed 4%) The Police Department shall certify to Human Resource on the Personnel Action Notice form those employees that are eligible for educational degree pay. The effective date of the pay shall be the date the department receives and approves documentation of said degree.
- Certificate Incentive Pay (2% for Intermediate POST Certificate, 4% for Advanced Certificate, not to exceed 4%) **POST CERTIFICATION REQUIREMENTS WILL BE USED.** The Police Department shall certify to Human Resource on the Personnel Action Notice form those employees that are eligible for certification pay. The effective date of the pay shall be the date the department receives and approves documentation of said certification.
- Bi-lingual Pay (3%) Employees successful through a bi-lingual (English/Spanish) proficiency examination as administered by the City. Testing shall be conducted once per year as designated by the City. The effective date of the pay shall be the subsequent January 1st. Candidates canceling or failing to appear to the testing appointment shall be allowed to test during the next annual testing period.
- Assignment Pay (5% for Detective, K9, School Resource Officer, Gang, Motors)
- Retention Pay:
 - Upon successful completion of assignment, with satisfactory performance evaluations, the officer is eligible to retain 2.5% of their base salary while in the Police Officer classification.
 - Upon successful completion of the second assignment, with satisfactory performance evaluations, the officer is eligible to retain an additional 2.5% for a total of 5% of their base salary while in the Police Officer classification.

Refer to Assignment Pay Retention Compensation Pay Policy

In no event, shall any employee of the bargaining unit receive more than 5% of salary for total aggregate incentive pay.

3/12 WORK WEEK: Patrol Sergeants shall work a 3/12 work week schedule. Detective Sergeant and Administrative Sergeant shall work a 5/8 work week schedule. Management retains the right to set the schedule.

K9 MAINTENANCE: K9 Officer(s) will receive 10 hours of overtime for compensation for time spent performing K9 maintenance duties, includes but not limited to, feeding, grooming, off duty training, exercising, transporting, obtaining veterinary care, purchasing food and supplies.

K9 DOG: The K9 is the property of the City of Dinuba, however upon the retirement of the K9 from police work, the Officer shall have the first right to purchase from the City the K9 at the purchase price of \$1.

K9 OFFICER TAKE HOME VEHICLE: The K9 Officers will be allowed to take home a vehicle if they live up to 50 miles from the City of Dinuba.

OUT OF CLASSIFICATION (Acting Pay): Employees shall receive 5(5%) percent out-of-class for performing the majority of their assigned duties at levels significantly above their current job classification for a period exceeding thirty (30) calendar days.

XII. MISCELLANEOUS

AMBULANCE SERVICE: City to accept insurance consignment as payment in full for ambulance services rendered for all full-time employees, their dependents (dependents as specified in insurance coverage), and retirees covered under the City's medical plan.

ASSOCIATION TRAINING: City will provide up to three (3) elected DPOA Officers (President, VP, Secretary, Sergeant at Arms) subject to Department approval/staffing concerns with three (3) days in a paid leave status to attend training related to elected offices in the Association, such as MMBA, etc.

COURT STANDBY: All employees that are subpoenaed to court and placed on call on the employee's day off, shall be compensated a minimum of 3 hours of overtime for Standby. In the event that an employee is "called out" to court, the minimum of 3 hours of overtime shall apply rather than minimum for "call out" pay.

DAYLIGHT SAVING TIME FOR SWORN POSITION: In Spring, all officers working swing or graveyard will report to duty one hour before their normal shift start time to accommodate the one hour difference.

In Fall, all officers working swing shift will leave one hour early so not to accumulate overtime. Graveyard shift officer will come in one hour later than their normal start time to accommodate the loss of time.

EMPLOYEE ASSISTANCE PROGRAM (EAP): The EAP is extended as a benefit to all employees and their immediate families. EAP assessment and referral sessions and counseling provided by the EAP office are limited to the current policy. Services not provided by the EAP office or EAP counseling provided beyond the current policy are at the expense of the employee.

LICENSES & CERTIFICATES: Licenses and certificates required by the City shall be paid for by the City.

NON-SMOKING AGREEMENT: As a condition of employment, all employees represented by the Dinuba Police Officers' Association hired after July 1, 2004, shall be non-smokers. All job bulletins will specify that only non-smokers need apply. Employees hired under this provision must sign a statement affirming that, as a condition of employment, he/she will refrain from smoking on or off duty. Violation of the agreement may be considered good cause for dismissal.

NOTARY SERVICE: Employees are granted free notary service; this service is provided at City Hall.

QUARTERLY MEETINGS: City agrees to meet with representatives of the DPOA on a quarterly basis to facilitate and foster a better line of communication.

PEACEFUL PERFORMANCE CLAUSE: The parties hereto recognize and acknowledge that the services performed by the City employees covered by this Agreement are essential to the public health, safety, and general welfare of the residents of the City of Dinuba.

In the event of any work stoppage, during the term of the agreement, whether by the Association or by any member of the bargaining unit, the Association by its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be personally served upon the City. In the event of any work stoppage, the Association shall promptly and in good faith perform the obligations of this paragraph, and providing the Association had not otherwise authorized, permitted or encouraged such work stoppage, the Association shall not be liable for any damages caused by the violation of the provision. However, the City shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work stoppage activity herein prohibited, and the City shall have the right to seek full legal redress, including damages, as against any such employee.

PROTECTIVE EQUIPMENT (BULLETPROOF VEST): Starting July 1, 2007, the City will provide all Police Officers, as defined in Penal Code Section 830.1, a level III protective vest at no cost to the employee. During the term of this agreement after the expiration date of the safety vest or if the protective vest is damaged, the City will replace the vest at no cost to the Officer. The Association and the City mutually agree to seek grant funds and donations for the replacement of the vests.

SCHEDULING: City will provide flexible schedules of the duty hours to accommodate those personnel wishing to take educational courses (subject to the needs of the department).

SHOOTING RANGE: City to pay for utility costs at the police shooting range effective January 1, 1989. Association to provide all normal maintenance of grounds.

UNIFORM ALLOWANCE: Employee entering the City service in the Police Department shall be outfitted with appropriate uniforms at City expense. Annually thereafter Sworn employees shall be paid \$1,070/fiscal year Uniform Allowance and non-sworn shall be paid \$750/fiscal year Uniform Allowance. A utility type jacket shall be part of the Dispatcher uniform; City shall provide a utility type jacket for full-time Dispatcher employees hired at the time the new employee is outfitted with uniforms. Said Uniform Allowance is for the maintenance and replacement of their uniform. The Allowance shall be paid twice a year, in July and January based on a fiscal year. The uniform allowance shall be paid with a separate check for sworn and non-sworn employees.

The Allowance is paid in advance; employees leaving employment before the end of the six-month advancement period shall reimburse the City on a pro-rated basis; the reimbursement may be deducted from employee's last paycheck or by other authorized payment plan.

WELLFITNESS INCENTIVE: Employees who successfully complete the Safety Cash Value Reimbursement Program will receive a maximum of \$350 for full-time employees and \$200 for part-time employees to be payable in December. This program is designed to promote employees' overall health and well-being by completing an annual physical, dental exam, vision exam, certifying the non-use of a tobacco substance, attending designated city trainings and by receiving a city provided flu shot. Refer to the Safety Cash Value Reimbursement Policy.

SIGNATURES

For the City

For the Association

Karina Solis 7/9/2021
Karina Solis Date

Marcos Nunez 7.9.21
Marcos Nunez Date

Daniel James 7/9/2021
Daniel James Date

Maria Alaniz 7/9/2021
Maria Alaniz Date