



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LOS BANOS

AND

**THE LOS BANOS POLICE SERGEANTS'
ASSOCIATION (LBPSA)**

July 1, 2021 – June 30, 2024

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MEMORANDUM OF UNDERSTANDING
City of Los Banos and
Los Banos Police Sergeants Association
July 1, 2021 – June 30, 2024

SECTION I – Preamble

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into by the City of Los Banos (hereafter referred to as "City") and the Los Banos Police Sergeants' Association (hereafter referred to as "Association") on wages, hours and terms and conditions of employment.

The salaries, hours, fringe benefits and working conditions set forth have been mutually agreed upon by the designated bargaining representatives of the City and the Association, and will apply to all employees covered by the MOU between the City and the Association.

The term will be July 1, 2021, and through June 30, 2024. Employees defined for the purpose of this MOU will mean a full time Police Sergeant. This MOU is subject to Section 3500-3511 of the Government Code of the State of California otherwise known as the Meyers Miliias Brown ("MMB") Act, the City of Los Banos Municipal Code, and Resolution No. 1719.

SECTION II – No Abrogation of Rights

The parties acknowledge that the City responsibilities and rights and management responsibilities and rights as indicated in the City of Los Banos Personnel Rules and Regulations Resolution and all applicable State or Municipal laws and rights of the City Council are neither abrogated nor made subject to the meet and confer process by the adoption of this MOU.

SECTION III – Past Practices

The parties agree that this MOU supersedes any past practice covered by this Memorandum but does not affect any other written understanding agreed to by the parties not addressed in this MOU.

SECTION IV – No Discrimination

The City and the Association will cooperate in pursuing a policy of no discrimination and affirmative action.

The City and Association further agree that no person employed by or applying for employment will be discriminated against because of race, religion, creed, political affiliation, color, national origin, ancestry, age, or sex. The parties further agree to protect the rights of individuals by complying with the provisions of the MMB Act.

Unit employees will have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment. Unit employees also will have the right to refuse to join or participate in the activities of the Association and will have the right to represent themselves individually in their employment relations with the City. No employee will be interfered with, intimidated, restrained, coerced, or discriminated against by the City of Los Banos or by any employee organization because of his/her exercise of these rights.

SECTION V – Recognition

A. Recognition

Pursuant to Section 3500-3511 of the Government Code of the State of California, and Resolution No. 2491, the City has certified the Association as the recognized employee organization of the representing unit consisting of all full-time Police Sergeants.

B. Payroll Deduction

The City will deduct Association membership dues, the amount to be designated by the Association, and any other mutually agreed upon payroll deductions from the monthly pay of member employees, upon receipt of written certification by the Association that it has and will maintain an authorization, signed by individual employees described in Section V, Subsection A of this MOU, entitled "Recognition," from whose salary or wages the deduction is to be made.

The City will remit the deducted dues and other mutually agreed payroll deduction to the Association as soon as reasonably possible after the deduction, so long as the Association remains the exclusive representative for the bargaining unit, and so long as the Association continues to provide written certification of employee authorization to the City.

The Association shall certify to the City in writing as soon as reasonably possible, any changes in the required payroll deduction, and any changes to employee authorization. The Association will not unreasonably request payroll deductions.

The Association agrees it will provide a copy of individual authorizations to the City should a dispute arise about the existence or terms of the authorization.

The Association agrees to hold the City harmless and indemnify the City against any and all claims, demands, causes of action, lawsuits, and other forms of liability that may arise out of, or by reason of, any action taken by the City, or any department of the City for the purpose of complying with payroll deductions. This includes, but is not limited to, the City's attorney fees and costs.

C. Policies

During the term of this Agreement, changes to City of Los Banos policies referred to in this MOU that affect wages, hours and terms and conditions of employment will be subject to the meet and confer process as required by law.

SECTION VI – Public Employee Communication

A. New Employee Orientation

The parties acknowledge that the City provides a new employee orientation meeting ("orientation") to all new employees hired by the City. For new employees hired after the date of this Agreement who are appointed to a classification within the bargaining unit for which the Association is recognized as the exclusively recognized employee organization, the Association will be provided with at least ten (10) calendar days' advanced notice of the time, date and location of the orientation. The Association will be given up to thirty (30) minutes as part of, and at the end of, the new employee orientation meeting in a room designated by bargaining unit for one (1) representative to present Association membership information. Management representatives will excuse themselves during the Association portion of the orientation and the Association agrees in its portion of the orientation not to engage in speech that is

opprobrious, flagrant, insulting, defamatory, insubordinate or fraught with malice as to cause substantial disruption of or material interference with City activities.

The Association will be represented at the orientation by a City employee who is an Association officer, who shall be provided up to thirty (30) minutes of paid release time to attend the orientation, with the approval of such leave subject to any operational needs.

B. Information Provided

The City will provide the Association a digital file via email, to the email address designated by the Association, containing the following information, to the extent it is maintained on file by the City:

Name
Job title
Department
Work location

Such information will be provided within thirty (30) days of the date of hire for new hires, and on a quarterly basis for all bargaining unit employees.

The parties agree that this Section fully complies with and exhausts the parties' obligation to negotiate pursuant to Government Code Sections 3557 and 3558.

SECTION VII – Management Rights

The Union agrees that all of the functions, rights, powers, responsibilities and authority of the City in regard to the operation of its work and business and the direction of its work force which the City has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and will remain, exclusively those of the City. Accordingly, the City specifically, except as otherwise limited by this Agreement, reserves the exclusive right to:

- A. Decide the scope of service to be performed, and the standards and method of service;
- B. Exercise complete control and discretion over its organization and the technology of performing its work; subject to statutory obligations;
- C. Train, direct, and assign its employees;

- D. Hire, rehire, fire, demote, suspend or otherwise discipline for just and proper cause, promote, layoff, and determine the qualifications of employees;
- E. Transfer employees from location to location;
- F. Determine work shift start and end times, and the number of hours and shifts to be worked, subject to the provisions of the Fair Labor Standards Act;
- G. Determine the content of job classifications; any change to the current job classifications or addition of new classifications will be subject to meet and confer when those changes fall within the scope of representation;
- H. Establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith;
- I. Maintain the efficiency of City operations;
- J. Take all necessary action to carry out its mission in emergencies; and
- K. Merge, consolidate, expand or curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the sole discretion of the City, good business judgment makes such curtailment or discontinuance advisable; subject to meet and confer obligations over "effects" of the exercise of these rights in accordance with legal requirements.

SECTION VIII – Benefits

The City will contribute toward the City sponsored benefit plans during the life of this MOU as follows:

A. Medical Insurance Benefits

The City will contract with the California Public Employees Retirement System (CalPERS) for the purpose of providing employees with medical insurance benefits.

Effective July 1, 2010, the City's maximum monthly contribution for each eligible active employee for the purchase of medical insurance will be equal to the minimum monthly employer contribution required under the Public Employees Medical and Hospital Care Act (PEMHCA).

B. Section 125 Plan

The City will maintain a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing employees with access to various health and welfare benefits. Benefits available through the Cafeteria Plan include, but are not limited to, medical insurance, flexible spending accounts for out-of-pocket medical expenses and dependent care, vision insurance, dental insurance and life insurance benefits. The City agrees to provide a Cafeteria Plan Allowance to all employees eligible to participate in City-sponsored health benefits under Section A of this Article. Any tax consequences resulting from City contributions to the Cafeteria Plan are the sole responsibility of the employee.

The City Cafeteria Plan Allowance will be capped at the amounts listed below, and will not exceed the monthly premium for the plan at the level of coverage selected by the employee, minus the PEMHCA minimum employer contribution for health insurance; plus eighty-five dollars (\$85) per month in recognition of premiums for City's life, dental and vision insurance plans.

Employees enrolled in City-offered CalPERS medical insurance plans are not eligible to receive cash for unused portions of the cafeteria plan allowance.

1. Effective January 1, 2021, for all employees enrolled in City-offered CalPERS health insurance regardless of hire date, the City will provide, on a monthly basis, for the purpose of providing minimum essential coverage to employees and dependents, a Cafeteria Plan Allowance, based on the employee's plan and level of health care coverage, not to exceed the premiums for the PORAC Region that includes Los Banos for the employee's level of health care coverage, minus the PEMHCA minimum employer contribution for health insurance, plus eighty-five dollars (\$85) per month in recognition of premiums for City's life, dental and vision insurance plans.

Employees enrolled in City-offered CalPERS medical insurance plans are not eligible to receive cash for unused portions of the cafeteria plan allowance.

If the combined premiums for the employee's dental, vision and life insurance plans and level of coverage are less than eighty-five dollars (\$85) per month, the employee can apply the difference toward the employee's medical insurance premium.

For 2021, PORAC Region 1 plan rates are \$799 per month for single party coverage; \$1,725 per month for 2-party coverage; and \$2,199 per month for family coverage.

For employees hired by the City before July 1, 2010, if the cost of family coverage in PORAC for the Region that includes Los Banos reaches or exceeds three thousand dollars (\$3,000) per month, the City's contribution to the cafeteria plan for all Tier One levels of coverage will be capped and will cease to automatically escalate based on annual PORAC premium increases. If the upcoming year's PORAC premium for family coverage will exceed \$3,000, the City contribution for family coverage for the upcoming year will be capped at \$3,000. If that occurs, the City contribution for single and two-party coverage for the upcoming year will be increased by the same percentage necessary to reach \$3,000 for family coverage, and will be capped at those amounts.

For employees hired by the City on or after July 1, 2010, if the cost of family coverage in PORAC for the Region that includes Los Banos reaches or exceeds two thousand four hundred dollars (\$2,400) per month, the City's contribution to the cafeteria plan for all Tier One levels of coverage will be capped and will cease to automatically escalate based on annual PORAC premium increases. If the upcoming year's PORAC premium for family coverage will exceed \$2,400, the City contribution for family coverage for the upcoming year will be capped at \$2,400. If that occurs, the City contribution for single and two-party coverage for the upcoming year will be increased by the same percentage necessary to reach \$2,400 for family coverage, and will be capped at those amounts.

2. Employee enrollment in dental, vision and life insurance plans offered by the City is mandatory.
3. Employees who opt out of medical plans sponsored by the City, and sign an Attestation and Release, and provide proof of Minimum Essential Coverage as defined by the ACA for the employee and members of the employee's tax family, will receive a Cafeteria Plan Allowance of four hundred eighty five dollars (\$485) per month, of which part must be used to enroll in mandatory life insurance, dental insurance and vision insurance coverage.

4. Subject to the City's request, the City and Association shall reopen to discuss the impact of healthcare legislation, including but not limited to, the Affordable Care Act, and/or its impacts.

D. Sick Leave

The City will provide eight (8) hours of Sick Leave for each calendar month of service to the City, in accordance with the City of Los Banos Sick Leave Policy and as amended during the term of this agreement; refer to City of Los Banos Policy & Procedures Manual.

E. Pension Program and Cost Sharing

1. Pension Formula.

- a. Tier One: Regular employees, hired before January 1, 2011 will receive a CalPERS retirement benefit based on the 3% @ 50 formula as set forth in CalPERS regulations. The City shall pay the full share of the employer contribution to CalPERS. The employee will be responsible to pay the employee contribution to the CalPERS 3% @ 50 Plan.
- b. Tier Two: Regular employees, hired on or after January 1, 2011, will receive a CalPERS retirement benefit based on the 3% @ 55 formula as set forth in CalPERS regulations. The City shall pay the full share of the employer contribution to CalPERS. The employee will be responsible to pay the employee contribution to the CalPERS 3% @ 55 Plan.
- c. Tier Three: Qualifying employees hired on or after January 1, 2013 and considered new members of CalPERS as defined by the Public Employee Pension Reform Act (PEPRA) will receive the 2.7% at age 57 retirement formula, and shall be subject to the provisions of PEPRA, including provisions governing reportable compensation.

2. Pension Cost Sharing.

In accordance with Section 20516(a) of the California Government Code, each employee defined as a "classic" member of CalPERS enrolled in 3% @ 50 or 3% @55 pension formulas shall have deducted from their

compensation a three percent (3%) cost share in addition to the nine percent (9%) member contribution (i.e., 12% total contribution).

The parties mutually recognize and acknowledge that the cost-sharing provisions provided herein satisfy the terms set forth in Government Code 20516.5.

The City makes no representation as to the tax consequences of cost sharing contributions. The above described cost-sharing contributions shall be made in accordance with IRS requirements.

F. Retiree Medical

The City will provide access to medical insurance coverage for those employees who retire from employment with the City and who constitute "annuitants" as defined by the PEMHCA.

The City's maximum monthly contribution for each eligible annuitant will be equal to the minimum employer contribution required under the PEMHCA. The provisions of the PEMHCA will govern medical insurance coverage for annuitants.

G. Retiree Longevity Pay

1. Employees hired before October 1, 2002 and who, at the time of retirement, constitute an "annuitant" as defined by the PEMHCA, will receive the following:
 - a. From the date of retirement and until such time the retiree becomes eligible for Medicare, the City will contribute an amount equal to the health premium for the employee's elected health care plan and level of coverage, less the City's minimum monthly employer contribution under PEMHCA.
 - b. Upon attaining Medicare eligibility, the City will contribute an equal to the premium cost for the supplemental Medicare plan offered by CalPERS, less the amount of the City's minimum monthly employer contribution under PEMHCA.
 - c. Employees will not be entitled to City payments specified above during employment.

2. Employees hired between October 1, 2002 and March 16, 2010 and who, at the time of retirement, constitute an “annuitant” as defined by the PEMHCA, will receive the following:
 - a. From the date of retirement and until such time that the retiree becomes eligible for Medicare, the City will contribute an amount to cover fifty percent (50%) of the Blue Shield Access HMO plan for employees with ten (10) years of service, plus an additional five percent (5%) of the cost of the Blue Shield Access HMO plan for each additional year of service beyond ten (10) years, up to one-hundred percent (100%) of the Blue Shield Access HMO plan after twenty (20) years of service, less the amount of the City’s minimum monthly employer contribution under PEMHCA.
 - b. Upon attaining Medicare eligibility, the City’s contribution will equal the cost of fifty percent (50%) of the supplemental Medicare plan offered by CalPERS for employees with ten (10) years of service, plus an additional five percent (5%) of the cost of the supplemental Medicare plan offered by CalPERS for each additional year of service beyond ten (10) years, up to one-hundred percent (100%) of the supplemental Medicare plan offered by CalPERS after twenty (20) years of service, less the amount of the City’s minimum monthly employer contribution under PEMHCA.
 - c. Employees will not be entitled to City payments specified above during employment.

3. Retiree Health Savings Account

- a. For employees hired on or after July 1, 2010, the City will establish a Retiree Health Savings Plan account to which the City and employees contribute to save, on a tax-deferred basis, money to help pay the cost of healthcare once an individual retires. The Retiree Health Savings Plan may be used for health-related expenses as provided under the terms of the Plan. Any tax consequences resulting from City contributions to the Retiree Health Savings Plan are the sole responsibility of the employee.
 - i. Participation is mandatory for all employees;

- ii. Effective the first pay period following City Council approval of a successor MOU, or July 1, 2021 (whichever is later), starting after an employee has successfully completed his or her initial probationary period, the City will contribute seventy-five dollars (\$75) per month to the employee's Retiree Health Savings Plan account. Likewise the employee will contribute seventy-five dollars (\$75) per month to his or her Retiree Health Savings Plan account.
- iii. During an employee's initial hire probationary period with the City, neither the employee nor the City will contribute to the employee's Retiree Health Savings Plan account. Upon successful completion of the initial hire probationary period, the City will contribute a lump sum of seventy-five dollars (\$75) per month for each month served in the employee's initial probationary period.
- iv. Upon cessation of employment with the City, the City will cease contributions to the individual's Retiree Health Savings Plan Account. Employees will have no vested right in City contributions to the Retiree Health Savings Plan Account.

H. State Disability Insurance (SDI)

The bargaining unit may elect to participate in SDI at the sole cost to employees.

SECTION IX – Leave Provisions

A. Vacation

- 1. All regular employees earn vacation leave, beginning with the date of hire, in accordance with the following:
 - a. Regular employees with five (5) full years of service or less earn six and six hundred sixty four thousandths (6.664) hours vacation leave for each calendar month of employment, and may save a maximum of one hundred sixty (160) hours.

- b. Regular employees who have completed from five (5) to fifteen (15) full years of service earn ten (10) hours vacation leave for each calendar month of employment, and may save a maximum of two hundred forty (240) hours.
 - c. Regular employees who have completed over fifteen (15) full years of service earn thirteen and three hundred sixty thousandths (13.360) hours of vacation leave for each calendar month of employment, and may save a maximum of three hundred twenty (320) hours.
2. Vacation benefits will be accrued, credited, and used in accordance with the City of Los Banos Vacation Leave Policy, and as amended during the term of this agreement; refer to City of Los Banos Policy Manual.

B. Holidays

Effective January 1, 2016, Sergeants performing twenty-four (24) hour shift work will receive holiday in lieu pay. In lieu of receiving time off for holidays, employees will be paid one hundred (100) hours per year, to be paid in a lump sum the first pay period in November. Payments will be handled in accordance with CalPERS regulations. Holiday pay will be paid by separate check.

SECTION X – Pay Rates and Practices

A. Salary:

Effective July 1, 2021 contingent on Association ratification and City Council approval by July 7, 2021, the salary schedule for Police Sergeants will be increased by two percent (2%), to reflect a monthly salary range as follows:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
\$7,301	\$7,666	\$8,049	\$8,451	\$8,874	\$9,096

Effective July 1, 2022, the salary schedule for Police Sergeants will be increased by two percent (2%) to reflect a monthly salary range as follows:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
\$7,447	\$7,819	\$8,210	\$8,621	\$9,052	\$9,278

Effective July 1, 2023, the salary schedule for Police Sergeants will be increased by two percent (2%) to reflect a monthly salary range as follows:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
\$7,596	\$7,976	\$8,375	\$8,794	\$9,234	\$9,465

The City will maintain a seven percent (7%) pay differential between the Top Step Police Officer salary range and the Start Step Police Sergeant salary range during the term of this Agreement.

B. Essential Worker Lump Sum Payments:

1. Effective upon City Council approval of this agreement and the City's receipt of the first federal stimulus payment, the City will provide lump sum payments of the following amounts as non-discretionary incentive to ratify the agreement:
 - Employees hired before January 1, 2021 will receive a lump sum payment of four thousand eight hundred dollars (\$4,800).
 - Employees hired on or after January 1, 2021 will receive a lump sum payment of two thousand four hundred dollars (\$2,400).
2. Effective July 1, 2022 or upon the City's receipt of the second federal stimulus payment (whichever is later), the City will provide lump sum payments of the following amounts as non-discretionary incentive to ratify the agreement:
 - Employees hired before January 1, 2021 will receive a lump sum payment of three thousand six hundred dollars (\$3600).
 - Employees hired on or after January 1, 2021 will receive a lump sum payment of one thousand two hundred dollars (\$1,200).
3. Effective July 1, 2023, the City will provide lump sum payments of the following amounts as non-discretionary incentive to ratify the agreement:
 - Employees hired before January 1, 2021 will receive a lump sum payment of one thousand two hundred dollars (\$1,200).
 - Employees hired on or after January 1, 2021 will receive a lump sum payment of six hundred dollars (\$600).

It is the intent of the parties that the lump sum payments will not be treated as salary or wages, as the payments are not provided as compensation for hours of employment or longevity pay. The lump sum payments will not be included in overtime/regular rate of pay calculations, will not be treated as pensionable compensation, and there will be no roll up effect of the lump sum payments. The City will withhold taxes from lump sum payments in accordance with federal and state requirements. The lump sum payments will be paid by separate check.

C. Overtime

The City will provide overtime compensation for all time worked in excess of the employee's regularly assigned work shift, for any time worked in excess of 40 hours in a week, and for time worked in excess of 171 hours, during the established Twenty-Eight (28) Day Cycle.

Overtime pay will continue to be handled in accordance with the guidelines set forth in the City's Overtime Compensation Policy, City Policy & Procedures Manual Division 5-F, and as amended during the term of this agreement.

D. Compensatory Time Off (CTO)

Sergeants may opt to accrue compensatory time-off ("CTO") in lieu of cash payment for overtime worked if their supervisor agrees prior to overtime work being performed. CTO accrues at the rate of one and one-half (1.5) hours for each hour, or fraction thereof, worked in excess of the employee's regularly assigned work shift, for any time worked in excess of forty (40) hours in a designated work week, and for time worked in excess of 171 hours, during the established Twenty-Eight (28) Day Cycle. Police Sergeants are permitted to accumulate a maximum amount of one hundred sixty (160) hours of CTO.

Effective July 1, 2021, Sergeants may cash out CTO under the following conditions. Annually, no later than by December 15th, employees may submit an irrevocable election form to Human Resources to receive payment of an elected amount of earned, unused CTO in payments up to a maximum of one-hundred twenty (120) hours, on December 5th of the next calendar year. Employees who do not submit irrevocable election forms by the December 15th due date will have been deemed to have elected to forgo participation in the optional annual CTO cash out program.. Cash out of compensatory time will be paid by separate check upon request.

Comp Time will be handled in accordance with provisions outlined in the City's Compensatory Time Off (CTO) Policy, refer to City of Los Banos Policy & Procedures Manual.

E. Investigators: Special Pay

The purpose of this special pay is to provide appropriate compensation for the unique and demanding work schedule required of Police Investigators. Effective July 1, 2005 Sergeants who serve in the Job assignment of Investigator will be compensated, by administrative directive, as follows:

- Step 1 – five percent (5%) above regular salary
- Step 2 – seven and one-half percent (7½%) above regular salary. A Sergeant with two (2) years of investigations experience with City of Los Banos will be placed at Step 2.

F. Bilingual Pay

Bilingual pay will be paid in accordance with the City's Bilingual Pay Policy, City Policy & Procedures Manual Division 5-L, and as amended during the term of this agreement.

The purpose of this special pay is to provide compensation for employees who provide bilingual services on behalf of the City as follows:

- \$50 per month – Basic Verbal Skills, or
- \$100 per month – Comprehensive Verbal Skills, or
- \$150 per month – Verbal, written presentation skills

In order to qualify for bilingual pay, employees will be required to use their bilingual skills and pass a comprehension test given by the City, in accordance with the guidelines set forth in the City of Los Banos Bilingual Pay Policy; refer to City of Los Banos Policy & Procedures Manual.

G. Canine Handlers Special Pay

Police Sergeants assigned to the position of Canine Handler or as the designated Canine Supervisor are authorized and will be compensated to work up to twenty-five (25) hours per month during their off-duty hours to perform associated duties. For the Canine Supervisor, payment for off-duty work is not

automatic. To receive compensation for off-duty work, the Canine Supervisor is required to record off-duty time worked on their time card each pay period.

In consideration of the time expended to perform feeding, caring for, grooming, and one-on-one informal training of a City-assigned canine for law enforcement work during the Canine Handler's off-duty hours, the City will provide the Canine Handler twenty-five (25) hours of pay at the Minimum Hourly Wage required by law. Partial months served will be paid on a pro-rata basis.

By and through the Association, those unit members assigned to canine duty agree that the above additional hours provided each week are reasonably necessary to provide for the care and maintenance of the assigned canine and that these additional "hours worked" are intended to compensate unit members assigned to canine duty for all off duty hours spent caring for and maintaining their assigned canine, in compliance with the Fair Labor Standards Act (FLSA) and interpretive cases and rulings.

The parties acknowledge that the FLSA, which governs the entitlement to compensation for canine care and maintenance, entitles the parties to agree to a reasonable number of hours per month for the performance of off duty care and maintenance duties. The hours derived at in this agreement were determined after an actual inquiry of the officers assigned to canine duty, as addressed by *Leever v. City of Carson City*, 360 F.3d 1014 (9th Cir. 2004.) It is the intent of the parties through the provisions of this section to fully comply with the requirements of the FLSA. In addition, all parties believe that this section of the MOU does comply with the requirements of the FLSA.

H. Education Incentive - Allowance

In accordance with the City's Educational Incentive Policy, City of Los Banos Policy & Procedures Manual Division 5-G, and as amended during the term of this agreement, effective the first full pay period following City Council adoption of a successor MOU, qualified Sergeants will be entitled to receive Educational Incentive pay as follows:

- One hundred dollars (\$100) per month for an AA/AS Degree, or
- One hundred seventy-five dollars (\$175) per month for a BA/BS Degree, or
- Two hundred twenty-five dollars (\$225) per month for a Master's Degree.

I. Certificate Pay

Effective July 1, 2021 contingent on Association ratification and City Council approval by July 7, 2021,, Sergeants will be entitled to receive the following compensation when they have been awarded and hold the specified California Commission on Peace Officers Standards (P.O.S.T.) Certificate as follows:

- One hundred fifty dollars (\$150) per month for a P.O.S.T. Intermediate Certificate, or
- Two hundred twenty-five dollars (\$225) per month for a P.O.S.T. Advanced Certificate, or
- Two hundred seventy-five dollars (\$275) per month for a P.O.S.T. Supervisory Certificate

J. Code Enforcement Sergeant 5% Special Assignment Pay

Effective the first full pay period following City Council adoption of a successor MOU, the City will establish a Code Enforcement Sergeant Assignment pay of five percent (5%) base pay.

K. Tuition Reimbursement

The City will provide reimbursement for schools, tuition, and specific expenses in accordance with the guidelines set forth in the City of Los Banos Tuition Reimbursement Policy and as amended during the term of this agreement; refer to City of Los Banos Policy & Procedures Manual.

L. Call Back Time

Employees who are required to report to work during their assigned off duty hours will be entitled to receive a minimum of three (3) hours Call Out Overtime Compensation even if the actual time worked is less than three (3) hours; except in the following instances:

1. In the event the off-duty time being worked extends into or begin immediately following the employee's assigned shift, he/she will be entitled to overtime compensation for only the actual off-duty hours worked.

2. In the event the off-duty time begin worked is in response to a special assignment mutually agreed upon between the employee and the City, the employee will be entitled to overtime compensation for only the actual hours worked.
3. Employees will be entitled to receive the three (3) hour Call Back Overtime Pay only one (1) time during any twenty-four (24) hour period. A twenty-four (24) hour period for the purpose of this benefit is 0001 hours through 2400 hours. In the event an employee is called out several times during a given twenty-four (24) hour period, he or she will only receive three (3) hours compensation if the total hours worked are three (4) or less. If the total hours worked exceeded three (3), the employee will be compensated for the actual hours worked.

Special Note: The expressed purpose of Call Back Pay is to compensate employees who have their normal off-duty hours disrupted due to unscheduled call backs, court appearances, and other such Job demands. In the event of a disagreement over entitlement to three (3) hour call back pay, the stated intent of this benefit will be the guiding factor in resolving disputes.

M. Promotion

An employee who is promoted to a classification having a greater maximum salary will be placed on the lowest step of the new range that results in not less than a five percent (5%) increase above the employee's current regular salary.

SECTION XI – Miscellaneous

A. Uniform Issuance, Replacement, and Cleaning

The City will provide all required uniforms and safety equipment. The Police Chief will be the sole authority for determining the type of uniforms and equipment to be purchased and utilized. Additionally, the City of Los Banos will accept responsibility for payment of uniform cleaning in accordance with the following guidelines; a) two (2) shirts and two (2) trousers each work week; and b) one (1) jacket each calendar month.

For classic CalPERS members, which the parties define as those who are not defined as “new members” by the Public Employee Pension Reform Act (PEPRA), the City will report to CalPERS the monetary value for providing and maintaining required uniforms. The City will report the uniform costs on a semi-monthly basis. The uniform purchase and maintenance amount reported to CalPERS will be derived from the City’s total annual cost for providing the employee’s uniforms, not to exceed one thousand dollars (\$1,000) per fiscal year, per employee.

B. No Strike

The Association, its members and representatives, agree that it and they will not engage in, authorize, sanction or support any strike, slowdown, stoppage of work, curtailment of production, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither the Association nor any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the City, nor to effect a change of personnel or operations of management or of employees not covered by this Memorandum of Understanding. No lockout of employees shall be instituted by the City during the term of this MOU.

SECTION XII – Personnel Rules Meet and Confer

Upon notice from the City, the Association shall have the opportunity to meet and confer over updates to the City’s Personnel Rules.

SECTION XIII – Provision of the Law


This MOU is subject to all applicable current and future Federal and State laws, State regulations, the Municipal Code of the City of Los Banos and the Constitution of the State of California.

Should any of the provisions herein contained be rendered or declared invalid by reason of the State or Federal legislation or court action, such invalidations of such part of portions hereof will not invalidate the remaining portions hereof and they will remain in full force and effect, insofar as such remaining portions are severable.

SECTION XIV – Term

The term of this MOU will commence July 1, 2021 and will expire June 30, 2024, except as otherwise provided in this MOU.

LOS BANOS POLICE SERGEANTS
ASSOCIATION



Signature Jesus Parras

SERGEANT

Title:

Date: 7.26.21

CITY OF LOS BANOS



Signature Gary Brizzee

ACTING CITY MANAGER

Title:

Date: 7.26.21