



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LOS BANOS

AND

THE LOS BANOS POLICE DISPATCHERS COMMUNITY

SERVICES ASSOCIATION (LBPDCSOA)

REPRESENTED BY AFSCME/PEU LOCAL ONE

July 1, 2021 – June 30, 2024

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MEMORANDUM OF UNDERSTANDING

City of Los Banos
and
The Los Banos Police Dispatchers/Community Services Officers Association
Represented by AFSCME/PEU Local One

July 1, 2021 to 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 American Federation of State, County and Municipal Employees (AFSCME) Local One (hereafter referred to as "Union") representing the Los Banos Police Dispatchers/Community Services Officers Association bargaining unit (hereinafter collectively referred to as the "parties") describing the parties' agreement on wages, hours and terms and conditions of employment.

The salaries, hours, fringe benefits and working conditions set forth in this MOU have been mutually agreed upon by the designated bargaining representatives of the City and the Union, and will apply to all employees in the bargaining unit represented by the Union.

The term will be July 1, 2021 – June 30, 2024.

Employees defined for the purpose of this MOU are full-time Police Dispatchers and full-time Community Services Officers (CSO's).

This MOU is subject to Section 3500-3511 of the Government Code of the State of California otherwise known as the Meyers Milias 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 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 Union will cooperate in pursuing a policy of no discrimination and affirmative action.

The City and Union 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 Union 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, the City has certified the Union as the exclusive recognized employee organization for the Los Banos Police Dispatchers/Community Services Officers Association bargaining unit, which consists of all full-time Police Dispatchers/Community Services Officers.

B. Payroll Deduction

The City will deduct Union membership dues and assessments, the amount to be designated by the Union, and any other mutually agreed upon payroll deductions from the monthly pay of member employees, upon receipt of written certification by the Union 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 Union as soon as reasonably possible after the deduction so long as the Union remains the exclusive representative for the bargaining unit, and so long as the Union continues to provide written certification of employee authorization to the City.

The Union will 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 Union will not unreasonably request payroll deductions.

The Union 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 Union agrees to hold the City harmless and indemnify the City against any claims, causes of action, demands, lawsuits, or 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 deduction provisions. This includes, but is not limited to, the City's attorney's 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 Union is recognized as the exclusively recognized employee organization, the Union will be provided with at least ten (10) calendar days' advanced notice of the time, date and location of the orientation. The Union 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 Union membership information. Management representatives will excuse themselves during the Union portion of the orientation

and the Union 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 Union will be represented at the orientation by a City employee who is a Union 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 Union a digital file via email, to the email address designated by the Union, containing the following information, to the extent it is maintained on file by the City:

- Name
- Job title
- Department
- Work location
- Work, home and personal cellular telephone numbers
- Personal email addresses on file with the City
- Home address.

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.

Notwithstanding the foregoing, limited to the express purpose of the requirements of Government Code section 3558 only, an employee may opt out via written request to the City (with a copy to the Union) to direct the City to withhold disclosure of the employee's home address, home telephone number, personal cellular telephone number, personal email address, and birth date.

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 towards the City sponsored benefit plans during the life of the Memorandum of Understanding 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.

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.

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 Anthem Select HMO plan for the 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.
2. Employees enrolled in City-offered CalPERS medical insurance plans are not eligible to receive cash for unused portions of the cafeteria plan allowance.
3. 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.

4. If the cost of family coverage in the Anthem Select HMO plan for the Region that includes Los Banos reaches or exceeds two thousand six hundred dollars (\$2,600) per month, the City's contribution to the cafeteria plan for all levels of coverage will be capped and will cease to automatically escalate based on annual Anthem Select premium increases. If the upcoming year's Anthem Select premium for family coverage will exceed \$2,600, the City contribution for family coverage for the upcoming year will be capped at \$2,600. 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 \$2,600 for family coverage, and will be capped at those amounts.
5. Employee enrollment in dental, vision and life insurance plans offered by the City is mandatory.
6. 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 Affordable Care Act 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.
7. At the City's request, the City and Association shall reopen the issue of payment of the Affordable Care Act, and/or its impacts.

C. Sick Leave

The City will provide Sick Leave benefits 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.

D. Pension Program

1. Pension Formula.

- a. Tier One: Employees hired before January 1, 2011 will receive a CalPERS retirement benefit based on the 2.7% at 55 formula, as set forth in California Government Code section 21354.5, calculated on the single highest year of income.
- b. Tier Two: Employees hired on or after January 1, 2011 will receive a

CalPERS retirement benefit based on the 2% at 60 formula, as set forth in California Government Code section 21353, calculated on average income of the three highest years.

- 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% at 62 retirement formula, and shall be subject to the provisions of PEPRA, including provisions governing reportable compensation.

E. 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.

F. 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 October 16, 2007 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 HMO plan for employees with ten (10) years of service, plus an additional five percent (5%) of the cost of the HMO plan for each additional year of service beyond ten (10) years, up to one-hundred percent (100%) of the 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.

G. Retiree Health Savings Plan

1. For employees hired on or after January 1, 2008, 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 Account 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 Account are the sole responsibility of the employee.
 - a. Participation is mandatory for all employees hired on or after January 1, 2008;
 - b. For employees hired on or after January 1, 2008, effective July 1, 2021, 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.

- c. 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.
- d. Upon cessation of employment with the City, the City will cease contributions to the individual's Retiree Health Savings Plan Account.
- e. Employees will have no vested right in ongoing City contributions to the Retiree Health Savings Plan Account.

SECTION IX - Leave Provisions

A. Vacation

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 & Procedures Manual.

B. Holidays

In lieu of holidays provided under Division 5-D of the City's Personnel Rules, employees performing twenty-four (24) hour shift work will accrue one hundred (100) holiday hours per year, at a rate of ten hours per month between July and April. Holiday hours must be used in the month in which they are accrued. Should a scheduling conflict arise such that the holiday cannot be used in the month in which accrued, the holiday can be scheduled for a later date with prior written approval of the Chief or Chief's designee.

For all other employees, holidays will be handled in accordance with provisions of the City of Los Banos Holiday Leave Policy; City of Los Banos Policy Manual, and as amended during the term of this agreement.

SECTION X - Pay Rates and Practices

A. Pay Rates

1. Salary Adjustments

Effective July 1, 2021, the salary schedules for job classifications represented by the bargaining unit will be increased by two percent (2%) to reflect monthly salary ranges as follows:

<u>EMPLOYEE CLASSIFICATION</u>	<u>DATE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Public Safety Dispatcher	7/1/2021	<u>3,877</u>	<u>4,071</u>	<u>4,275</u>	<u>4,489</u>	<u>4,713</u>	<u>4,949</u>
Community Services Officer	7/1/2021	<u>2,847</u>	<u>2,989</u>	<u>3,138</u>	<u>3,295</u>	<u>3,460</u>	<u>3,633</u>

Effective July 1, 2022, the salary schedules for job classifications represented by the bargaining unit will be increased by two percent (2%) to reflect monthly salary ranges as follows:

<u>EMPLOYEE CLASSIFICATION</u>	<u>DATE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Public Safety Dispatcher	7/1/2022	<u>3,955</u>	<u>4,152</u>	<u>4,360</u>	<u>4,578</u>	<u>4,807</u>	<u>5,047</u>
Community Services Officer	7/1/2022	<u>2,904</u>	<u>3,049</u>	<u>3,201</u>	<u>3,361</u>	<u>3,529</u>	<u>3,705</u>

Effective July 1, 2023, the salary schedules for job classifications represented by the bargaining unit will be increased by two percent (2%) to reflect monthly salary ranges as follows:

<u>EMPLOYEE CLASSIFICATION</u>	<u>DATE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Public Safety Dispatcher	7/1/2023	<u>4,034</u>	<u>4,236</u>	<u>4,448</u>	<u>4,670</u>	<u>4,904</u>	<u>5,149</u>
Community Services Officer	7/1/2023	<u>2,962</u>	<u>3,110</u>	<u>3,266</u>	<u>3,429</u>	<u>3,600</u>	<u>3,780</u>

2. Essential Worker Lump Sum Payments:

a. Effective upon City Council approval of this agreement in 2021 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).

b. 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).

c. 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.

B. Overtime and Compensatory Time Off

1. Overtime

Overtime pay will continue to be handled in accordance with the guidelines set

forth in the City's Overtime Compensation Policy, City Policy Manual Division 5-F, and as amended during the term of this agreement. Employees acknowledge and accept that sub-section 9., b. of Division 5-F, provides that when an employee is working a regularly scheduled shift that is longer than eight (8) hours, the employee is entitled to overtime compensation for only those continuous hours worked in excess of the assigned shift or for all hours worked in excess of forty (40) during an assigned work week.

In keeping with this policy, employees assigned to the 4-10 Work Schedule, will only be entitled to overtime compensation for time worked in excess of the ten (10) hour regular shift. Employees assigned to the traditional eight (8) hour shift would continue to be entitled to overtime for time worked in excess of eight (8) hours.

2. Compensatory Time Off (CTO)

Employees may opt to accrue compensatory time-off ("CTO") in lieu of cash payment for overtime worked. 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.

Employees will be permitted to accumulate up to one hundred sixty (160) hours of Compensatory Time Off.

Effective July 1, 2021, employees may cash out up to one hundred twenty (120) hours of CTO per year 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 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. Compensatory Time Off (CTO) will be handled in accordance with provisions outlined in the City's Compensatory Time Off (CTO) Policy, and as amended during the term of this agreement; (refer to City of Los Banos Policy & Procedures Manual).

C. Bilingual Pay:

Bilingual pay will be paid in accordance with the City's Bilingual Pay Policy, City Policy

Manual Division 5-L, and as amended during the term of this agreement.

An employee who wishes to apply for Bilingual Pay will fill out the Bilingual Pay Request Form. The employee is responsible for obtaining the signature of the Department Head certifying that the employee's assignment requires substantial bilingual skills. Upon obtaining the Department Head's signature, the employee will deliver the completed form to Human Resources. Within thirty (30) days of receiving the completed form, Human Resources will contact the third party tester to arrange the test.

D. Call Back Pay:

Effective the first full pay period following July 1, 2013 or date of first full pay period ratification and approval, whichever is later, call back compensation will be amended as follows:

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 Back Overtime Pay 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 employees 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 being 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 (3) or less. If the total hours worked exceeded three (3), the employee will be compensated for the actual hours worked.

The express purpose of Call Back Overtime 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 Overtime Pay, the stated intent of this

benefit will be the guiding factor in resolving disputes.

For court appearances, subpoenaed employees may call the court on the day of the required appearance, at or near the required time of appearance listed, to inquire as to whether the appearance time has changed. Employees shall receive a minimum of one (1) hour of Call Back Overtime Pay for one or more calls to the court within the same day. If, upon calling the court, the employee is required to immediately report in person, the call and appearance combined will be subject to the three (3) hour minimum Call Back Overtime Pay. If, upon calling the court, the employee is required to report in person two or more hours later, the employee will be eligible for the one (1) hour minimum Call Back Overtime Pay for the phone call in addition to the three (3) hour minimum Call Back Overtime Pay for the court appearance. Calls are subject to City verification, and employees are required to record the time of the call(s) and the name(s) of the individual(s) spoken to on their time sheet.

E. Education Incentive - Allowance

In accordance with the City's Educational Incentive Policy (Policy Manual Division 5-G and as amended during the term of this agreement), qualified employees 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 Masters Degree

F. Certificate Incentive

Qualified Dispatchers and CSO's will be entitled to receive Certificate Incentive pay as follows:

\$50 per month for completion of Firearms/ 832 Certificate (CSO's only)

\$50 per month for completion of Corrections Academy Certificate

\$50 per month for Dispatcher Training Certificate

\$50 per month for Basic Dispatchers Certificate

\$50 per month for Intermediate Dispatchers Certificate

\$100 per month for Advanced Dispatchers Certificate

Not to exceed \$300 per month for any combination of the above.

CSO's will be required to attend the Corrections Academy within one (1) year of the employee's date of hire.

Dispatchers will have the voluntary opportunity to enroll in the Corrections Academy within three (3) years of the employee's date of hire, or three (3) years from City Council approval of a successor MOU in 2020, whichever is later, contingent on adequate staffing coverage. In the event the Department is unable to provide a Dispatcher with the opportunity to attend the Corrections Academy within the requisite time frame due to low staffing, the Department will notify the Union and employee of the anticipated time frame for the opportunity to enroll.

G. Specialty Pay

Effective the first pay period following City Council approval of a successor MOU in 2020, Dispatchers and CSO's who conduct field training will receive a salary differential of five percent (5%) for time spent training only. Upon advance supervisory approval, Dispatchers and CSO's who conduct field training may receive the salary differential for time spent on-duty documenting trainee performance after the trainee has departed for the day.

H. 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 Manual).

I. Training Expenses

Subject to, and following, the approval of all City bargaining units to amend Division 13 of the Los Banos Personnel Rules entitled "Business and Travel Expenses," and adoption of the amended policy by City Council, employees will be provided with per diem funds for approved meals in advance of approved travel for City business, up to approved funding limits.

SECTION XI - Miscellaneous

A. Continuation of 4-10 Work Schedule

The 4x10 work schedule in effect as of June 16, 2010 will remain in force. The

schedule may be changed by management during the term of the agreement, subject to providing the Union the opportunity to meet and confer over the schedule change, in accordance with the MMB Act.

B. Uniform and Clothing Replacement

The Police Chief will be the sole authority for determining the type of uniforms and equipment to be purchased and utilized. Employees shall be required to wear uniforms in accordance with Department Policy.

1. Community Service Officers:

- a. The Department will supply, and replace as needed, three (3) sets of the Department-required uniform for Community Service Officers.
- b. For classic CalPERS members as defined by the Public Employee Pension Reform Act (PEPRA), the City will report to CalPERS the monetary value for providing and maintaining the Community Service Officers' required uniforms as described above. 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 \$1,000.00 per fiscal year, per employee.

1. Dispatchers:

- a. Following adoption of a successor MOU, the Department shall provide all Dispatchers, and future Dispatchers upon hire, an initial uniform allocation allowance of four hundred fifty dollars (\$450) to be used for purchase of the following items: three (3) shirts (the employee may choose sleeve length), two (2) pairs of pants, one (1) jacket, one (1) belt, and one (1) pair of shoes.
- b. Following the initial uniform allocation, the first full pay period of the fiscal year, the Department will provide each Dispatcher with a uniform allowance of three hundred fifty dollars (\$350) to be used for the purchase of two (2) shirts (the employee may choose sleeve length) and two (2) pairs of pants on an annual basis, and to replace jacket, shoes and belts on an as needed basis.
- c. For classic CalPERS members as defined by the Public Employee Pension Reform Act (PEPRA), the City will report to CalPERS the uniform allowance provided to Dispatchers.

C. Uniform Cleaning

The City will pay for cleaning of Community Services Officer uniforms, at City approved cleaners, in accordance with the following guidelines:

- 1) Two (2) shirts and two (2) pants per work week; and
- 2) One (1) item of outerwear and one (1) tie, one (1) time each calendar month.

D. Other Benefits

All other benefits not addresses in this MOU will remain in effect.

E. Meet and Confer

The City will offer the Union the opportunity to meet and confer over substantial changes to the Community Service Officer (CSO) job description and compensation in the event the City proposes such changes.

F. Personnel Rules Update

During the term of the agreement, the City shall provide the Union with notice and the opportunity to meet and confer over updates to the City's Personnel Rules.

SECTION XII - Provision of the Law

This Memorandum of Understanding 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 XIII - No Strike

The Union, 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 Union 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 XIV – Right To Representative In Investigatory Meeting


Upon an employee’s request, an employee is entitled to have a Union Representative present during any investigatory interview that may result in discipline, or when the employee has a reasonable belief that discipline will result from the meeting.

SECTION XV - Term


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

AFSCME/PEU LOCAL ONE
REPRESENTING
THE LOS BANOS POLICE
DISPATCHERS/COMMUNITY
SERVICES OFFICERS ASSOCIATION

CITY OF LOS BANOS



Signature



Signature

Name: Jeff Apkarian

Name: Gary Brizzee

Title: Union Representative

Title: Acting City Manager

Date: 7/1/2021

Date: 7/12/2021