

Agreement No. 2021-24

JULY 01, 2020 TO JUNE 30, 2024

AGREEMENT BETWEEN

CITY OF DELANO

AND

DELANO POLICE OFFICERS ASSOCIATION

Except where otherwise noted all terms and provisions become effective following approval by the City Council.

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
1)	PARTIES	1
2)	TERM OF AGREEMENT.....	1
3)	ASSOCIATION DUES.....	1
4)	CITY RIGHTS AND RESPONSIBILITIES.....	1
5)	PEACEFUL PERFORMANCE.....	2
6)	LOCKOUT.....	2
7)	SENIORITY.....	2
8)	WORKING ABOVE CLASSIFICATION/TEMPORARY REASSIGNMENT.....	2
9)	SPECIAL ASSIGNMENT.....	3
10)	WORK PERIODS AND HOURS OF OVERTIME.....	3
11)	COURT SUBPOENA APPEARANCE.....	4
12)	CALL BACK PAY.....	4
13)	COMP-TIME.....	4
14)	NEGOTIATIONS AND GRIEVANCE MEETINGS.....	4
15)	POSTING OF NOTICES.....	4
16)	SAFETY AND HEALTH PROVISIONS.....	4
17)	GRIEVANCE PROCEDURE.....	5
	A. Definitions.....	5
	1. Grievance.....	5
	2. Grievant.....	5
	3. Day.....	5
	B. Process.....	5
	1. Informal Grievance.....	5
	2. Formal Levels.....	6
	C. General Provisions.....	6
18)	DISCIPLINARY PROCEDURE.....	6
19)	ADVISORY ARBITRATOR.....	7
	A. Eligibility.....	7
	B. Appointment of Arbitrator.....	7
	C. Conduct of Hearing.....	7
	D. Timeliness of Decision.....	7
	E. Effect of Decision.....	7
	F. Extension of Time Limits.....	7
	G. Copies of Proceedings.....	8
	H. Fees and Expenses.....	8
	I. Single Grievance.....	8
	J. Limitation on Arbitrator's Authority.....	8
20)	MEAL PERIODS.....	8
21)	REST PERIODS.....	8
22)	DAMAGED UNIFORMS AND EQUIPMENT.....	8
	A. Damage to Uniforms and Privately Owned Safety Equipment.....	8
	1. Reimbursement.....	8
	B. Privately Owned Safety Equipment.....	8
	1. Risk.....	8
	2. Maintenance.....	8

TABLE OF CONTENTS

Article	Page
3. Personal Property.....	8
C. Replacement Cost.....	9
1. Expensive Personal Items.....	9
2. Claims.....	9
3. Negligence.....	9
D. Procedure for Reimbursement – Uniform and Privately Owned Equipment.....	9
1. Inspection of Damaged Uniform or Equipment Item.....	9
2. Filing of Claim.....	9
3. Review of Claim.....	9
E. Disposition – Damaged Article.....	9
F. Receipts.....	9
23) SUPPLIES.....	9
24) PHYSICAL EXAMINATION.....	9
25) STANDBY.....	10
26) HOLIDAY PAY.....	10
27) EDUCATION INCENTIVE PAY.....	10
A. Education Incentive.....	10
B. POST Incentive.....	11
28) BILINGUAL PAY.....	12
29) UNIFORM ALLOWANCE.....	12
30) VACATION.....	12
A. Vacation for Illness.....	12
B. Annual Allotment.....	12
31) SICK.....	12
32) LONGEVITY.....	13
33) SHIFT DIFFERENTIAL.....	13
34) HEALTH AND DENTAL PLANS.....	13
35) COMPENSATION.....	14
36) WELLNESS PROGRAM AND PHYSICAL FITNESS.....	14
37) FULL UNDERSTANDING, MODIFICATION AND WAIVER.....	14
38) SAVING PROVISION.....	14
39) RETIREMENT.....	15
40) PARTIES/NEGOTIATIONS.....	15
41) ASSOCIATION BOUND BY MERIT SYSTEM.....	15
42) AUTHORIZED AGENT.....	15

CONTRACT BETWEEN CITY OF DELANO

AND

DELANO POLICE OFFICERS ASSOCIATION

1. PARTIES

The parties to this Agreement are the City of Delano, California (City), and the Delano Police Officers Association (Association).

2. TERM OF AGREEMENT

The term of this Agreement is from July 1, 2020 through June 30, 2024. The Association shall serve notice to the City prior to the termination of this agreement, at least one hundred and twenty (120) days prior to such termination or it shall forego its right to request changes for the subsequent fiscal year.

3. ASSOCIATION DUES

The employer shall deduct from the bi-weekly paychecks and remit to the Association for the duration of this agreement, not later than the 20th of each month, all such monies that employees individually and voluntarily authorized in writing; such authorization to comply with appropriate laws, regulations and procedures of the City.

4. CITY RIGHTS AND RESPONSIBILITIES

City retains solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by City and not abridged herein, include but are not limited to the following: To manage and direct its business and personnel; to make, control, and determine the mission of its departments, building facilities and operation; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote, and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct; to determine the type and scope of work to be performed by City employees and the services to be provided; to determine the methods, processes, means, and places of providing services, and to take whatever action necessary to provide for and operate in an emergency.

Should layoffs become necessary as a result of contracting with other public agencies, the City agrees to actively pursue the possibility of having the displaced employees offered employment elsewhere within the City or with the contracting agency.

Nothing in this Article shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights vested in the City by any law regulating, authorizing or empowering the City to act or refrain from acting.

5. PEACEFUL PERFORMANCE

The City and the Association recognizes and acknowledges 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 Delano. The Association agrees that, under no circumstances will the Association recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the Association take part in any strike.

6. LOCKOUT

In the event that a work stoppage, i.e.: sit-down, stay-ins, sick-outs, slow-downs or picketing in connection with labor dispute, the City may lockout employees. The City will have the right to seek full legal redress, including damages, as against Employees and Association.

7. SENIORITY

A. Employee seniority is the length of continuous service of the employee with the Employer from his/her most recent date of hire or rehire with Delano Police Department. No employee shall acquire any seniority until he/she has completed his/her probationary period.

There shall be a minimum of twelve (12) months of work performed by each employee as a probationary period before seniority shall accrue from date of hire. The period of probation may be extended unilaterally by City. After a period of six (6) months, a probationary employee will be permitted to utilize sick leave and vacation days according to the applicable provisions governing such use, and shall be considered eligible for a merit increase of five percent (5%) if the person is performing in a satisfactory manner.

B. In all cases of layoff, recall and vacation selection, seniority will be given the appropriate consideration.

C. Seniority shall be terminated by: a) Discharge; b) Voluntary quit; c) Failure to report to work within thirty (30) calendar days after Employer deposits written notice of recall from layoff addressed to the employee's last known address by Certified Mail – Return Receipt Requested in the United States Post Office, unless an extension of time to so report for work has been granted by the Employer in writing.

8. WORKING ABOVE CLASSIFICATION / TEMPORARY REASSIGNMENT

A. The City agrees that working an employee above classification will occur only to meet work requirements within the City and that such above classification work will terminate after two consecutive workdays. If extended beyond two (2) consecutive work days within the same pay period, the employee shall be compensated at the rate of the higher classification, for the entire time the employee works in the higher classification. The above classification pay shall be equal to the "A" step of the higher classification or five-percent (5%) of the employee's current base pay, whichever is greater. In no case shall the rate of pay exceed the top step of the higher classification in which the employee is temporarily assigned. For the purpose of this Article, an above classification assignment is the full-time performance of a majority of the essential duties of an authorized, funded, permanent, full-time position in one classification by an employee regularly assigned to a position in a lower classification. Examples of appropriate consideration pursuant to this Article includes:

- Officer assigned as Corporal, Watch Commander, Sergeant or Lieutenant(Commander)
- Corporal assigned as Watch Commander, Sergeant or Lieutenant (Commander)
- Sergeant assigned as Lieutenant (Commander)

This Section shall not apply to those assignments covered by Paragraph 9 – Special Assignment.

- B. Training and/or Evaluation: None of the above shall preclude the Police Department from rotating personnel into higher job classification in order to effectuate Departmental training and/or evaluation. Such time, if specified by City, prior to assignment either verbally or in writing, shall not be subject to the provisions of Paragraph 8-A.

9. SPECIAL ASSIGNMENT

A special assignment is an assignment made by the Chief of Police that falls into one or more of the following categories:

- a. Detective
- b. Field Training Officer
- c. Assignment to the motorcycle enforcement program
- d. Canine Officer
- e. Traffic Officer (*only one officer eligible at a time with proof of certification*)
- f. An assignment of a high priority and essential need that is approved by both the Chief of Police and City Manager

Field Training Officers (FTO's) shall be eligible to receive special assignment pay upon being classified as an FTO and specifically assigned by the Chief as an FTO, provided that such assignment to a trainee extends beyond two (2) consecutive working days. Assignment as an FTO to more than one (1) police officer trainee shall qualify the Field Training Officer for two (2) special assignments under this section.

Officers who are placed on special assignment will be compensated at the rate of two and one-half percent (2.5%) of the officer's base monthly salary for any one (1) special assignment which occurs beyond two (2) consecutive working days.

In cases where the Chief of Police deems it to be high priority, an officer may receive two (2) concurrent special assignments, in which case an officer shall be compensated at five-percent (5%) of the officer's base monthly salary.

The maximum number of assignments eligible for special assignment pay is two (2) assignments and the maximum compensation is five-percent (5%) of the officer's base monthly salary.

10. WORK PERIODS AND HOURS OF OVERTIME

A. Unit members agree to be bound by a partial overtime exemption under the Fair Labor Standards Act (FLSA), 29 United States Code § 207(k) as follows:

- (1) Unit members are local government sworn law enforcement personnel;
- (2) The work period for unit members is fourteen (14) days;

- (3) The pay period shall consist of fourteen (14) days and shall coincide with the fourteen- (14) day work period;
- (4) There are twenty-six (26) pay periods per fiscal year;
- (5) Unit members shall not be compensated for overtime until the member has accrued eighty (80) consecutive hours during a single work period, regardless of the member's regular shift assignment;
- (6) Call back and court subpoena overtime hours are exempt from the eighty (80) hour work period, shall not count as part of the regular work period, and shall be paid at one and one-half (1½) times the member's hourly rate as set forth in Paragraphs 11 and 12 below.

11. COURT SUBPOENA APPEARANCE

An employee will be entitled to three (3) hours minimum at the overtime rate if on court standby.

12. CALL-BACK PAY

Should the City call back to work any full time employee after his/her normal working hours, the City shall pay the employee at time and one-half (1½) the normal rate of pay for the hours worked with a minimum of three (3) hours pay at that rate. The City reserves the right to require the employee to work the minimum period. In the event that compensatory time becomes a necessity, such time worked shall be governed by Paragraph 13 of this Agreement.

13. COMP-TIME

Effective FY 2021/22 the employee shall be permitted to accumulate eighty (80) hours of Compensatory Time Off. Such compensatory time earned shall be used by the employee within forty-five (45) days from the time it was earned. In the event that the compensatory time earned is not allowed, the employee shall be paid for such overtime in cash at the rate of one and one-half (1½) times the normal rate of pay.

14. NEGOTIATIONS AND GRIEVANCE MEETINGS

Time spent in negotiations and grievance meetings with the employer by required employee members of appropriate authorized committee will be compensated for in such a manner as to allow up to eight (8) hours' pay at the basic straight time rate for such time lost to attend such meeting with Management representatives when it occurs on the employee's regularly scheduled shift. Such time shall be considered as time worked for computation of over-time. The Employer will not pay such compensation for more that two (2) employees for negotiation meetings, nor more than three (3) employees designated by the Association for grievance meetings.

15. POSTING OF NOTICES

The Association shall have the right to post on bulletin boards in the space provided for Association matters on each board, notices of Association meetings, elections, results of elections, and any other matters pertaining to Association business or those matters that involve the Association members and their interests.

16. SAFETY AND HEALTH PROVISIONS

The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment, and protective devises, wearing apparel and other equipment

reasonably necessary to properly protect employees from injury shall be provided by the Employer as determined by Employer as follows:

- A. Leather Gear – Belt, holster, handcuff case, ammo holder, helmet, mace/pepper spray, baton (straight), PR 24/ASP. Employee must show certification to use PR 24/ASP.
- B. Weapon as determined by Chief of Police – proven to be of documented, reliable and quality
- C. Rain Gear – pants, coats
- D. Handcuffs
- E. Bullet-proof vest.

City shall purchase Level III vest or above for all unit members. Vest shall be mandatory wear at all times while on patrol duty or during high risk incidents for non-patrol assignments such as CRU call-outs, serving search or arrest warrants, or other high risk incidents as deemed applicable by the Chief of Police or his/her designee, without exceptions.

Level II vests will be replaced as each unit member becomes eligible for a replacement of his or her vest due to the vest reaching its maximum life expectancy as determined by the manufacturer.

All equipment issued will remain property of the City.

The initial issue of equipment may be modified as to weapons as recommended by the Chief of Police.

17. GRIEVANCE PROCEDURE

A. Definitions:

- (1) Grievance. A grievance is a claimed violation misapplication or misinterpretation of a provision of this Memorandum of Understanding which adversely affects the grievant.
- (2) Grievant. A grievant is an employee in the unit who is filing a grievance as defined above. Alleged violations, misapplications, or misinterpretations which affect more than one employee in a substantially similar manner may be consolidated at the discretion of City as a group grievance and thereafter represented by a single grievant.

In cases which involve stated Association rights guaranteed by a specific provision(s) of this Agreement, the Association may be a grievant, and the process shall begin at Level 2 within five (5) days of the occurrence giving rise to the grievant.

- (3) Day. Day shall mean a day in which the City's main administrative office is open for business.

B. Process:

- (1) Informal Grievance. Within five (5) days from the event giving rise to a grievance, or from the date the employee could reasonable have been expected to have had knowledge of such event, the grievant shall orally discuss his/her grievance with his/her immediate supervisor. A supervisor shall have five (5) days to give an answer to the employee.

(2) Formal Levels.

- a. Level 1. If a grievant is not satisfied with the Agreement proposed at the informal level, he/she may within five (5) days of the receipt of such answer, file a formal written grievance with his/her Commander on a form containing a statement describing the grievance, the section from this Memorandum of Understanding allegedly violated, and the remedy requested. The Commander (or designee) shall, within five (5) days have a meeting with the grievant and within five (5) days thereafter give a written answer to the grievant on the form provided.
- b. Level 2. If the grievant is not satisfied with the written answer from the Commander, the grievant may, within five (5) days from receipt of such answer, file a written appeal to the Department Head. Within fifteen (15) days of receipt of the written appeal, the Department Head or his/her designee shall investigate the grievance which may include a meeting with the concerned parties and thereafter give written answer to the grievant within five (5) days.
- c. Level 3. If the grievant is not satisfied with the written answer from the Department Head the grievant may within five (5) days from the receipt of such answer, file a written appeal to the City Manager. Within fifteen (15) days of receipt of the written appeal, the City Manager or his/her designee, shall investigate the grievance which may include a meeting with the concerned parties and, thereafter, give written answer to the grievant within five (5) days.

C. General Provisions:

- (1) If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.
- (2) If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal his/her grievance to the next higher level.
- (3) The grievant may be represented by a person of his/her choice at any formal level of this procedure.
- (4) Time limits and formal levels may be waived by mutual written consent of the parties.
- (5) Proof of service shall be accomplished by registered mail.

18. DISCIPLINARY PROCEDURE

- A. Effective FY 2021/22 For all disciplinary actions appealed to the City Manager, the City Manager's decision shall be final and conclusive except for terminations or suspensions of thirty-seven (37) work hours or more.
- B. Terminations and suspensions of thirty-seven (37) work hours or more, may appeal to either the Personnel Board as outlined in the City of Delano Rules and Regulations Section 13.15 through 13.21 or may be submitted to an Advisory Arbitrator as outlined in the MOU Article 19.

- C. Appeals to the Personnel Board or the Advisory Arbitrator must be received by the Personnel Officer no later than 12:00 noon on the tenth (10th) working day from the date of receipt of the City Manager's written decision.
- D. An employee may only submit an appeal to either the Personnel Board or the Advisor Arbitrator. Under no circumstances may a discipline be appealed to both.

19. ADVISORY ARBITRATOR

- A. Eligibility:
Grievances which are not settled pursuant to the Grievance Procedure herein and which either party desires to contest further, may be submitted to this Arbitrator.
- B. Appointment of Arbitrator:
 - (1) As soon as possible and in any event not later than ten (10) working days after either party receives written notice from the other of the desire to submit the issue to the Arbitration Board, the parties shall meet and agree on the appointment of Arbitrator.
 - (2) If no agreement is reached within five (5) days, an arbitrator shall be selected from a list of five (5) persons submitted by the California State Mediation and Conciliation Service by alternate striking of names until one name remains. The party who strikes the first name from the panel shall be determined by "coin flip." By mutual agreement of both parties, an Arbitrator selected through the State Mediation and Conciliation Service shall serve as the sole member of Arbitrator.
- C. Conduct of Hearing:
 - (1) The Arbitrator shall preside at the hearing and shall conduct the proceedings in accordance with acceptable arbitration procedures and codes.
 - (2) Either the Employer or the Association may call any employee as a witness, and the Employer agrees to release said witness from work at no loss of pay with adequate prior notification tot he City.
- D. Timeliness of Decision:
The decision of the Arbitrator shall be rendered within forty-five (45) days of the close of the hearing. Such decision shall be set forth in writing and signed by the Arbitrator.
- E. Effect of Decision:
The decision of the Arbitrator shall be binding on both parties unless the City Council overrules the decision of the Arbitrator within thirty (30) days from the date of the decision. In order for the City Council to overrule the decision, it is required that at least four (4) Council members (if five members are present) or three (3) Council members (if three or four are present) must vote in favor of the motion to overrule. The Council's decision shall be final and binding.
- F. Extension of Time Limits:
The parties may extend any of the time limits by mutual agreement.

G. Copies of Proceedings:

All parties to the proceedings shall receive a copy of all documents, rulings and decisions at their own expense.

H. Fees and Expenses:

Each party shall be responsible for the costs and fees of their own respective counsel/attorney(s). The City and DPOA shall equally split the cost of the arbitration (cost of arbitrator and transcription).

I. Single Grievance:

The Arbitrator may hear and determine only one grievance at a time without the express agreement of the City and the Association.

J. Limitation on Arbitrator's Authority:

The Arbitrator shall have no power to alter, amend, change, add to, or subtract from or interpret any of the terms of this Agreement. This resolution constitutes a contract between the parties and by the Arbitrator in the same manner as any other contract.

20. MEAL PERIODS

In the event an employee is not permitted to have an uninterrupted meal period of thirty (30) minutes away from his/her work station, such employee shall be paid for the period at his/her appropriate rate of pay, subject to approval of his/her immediate supervisor.

21. REST PERIODS

All employees shall normally receive two (2) fifteen (15) minutes paid break periods each shift. The first break shall be taken approximately half way between the first half of the shift and the second break shall be taken approximately half way between the second half of the shift. In the event the employee's break periods are interrupted, they shall be taken when possible within the shift.

Employees working the 12 hour shift on the 3/12 shift schedule will be authorized three (3) fifteen (15) minute breaks. One (1) may be combined with the half hour lunch break.

22. DAMAGED UNIFORMS AND EQUIPMENT

All safety equipment damaged or destroyed in the line of duty will be repaired or replaced by the City, subject to the approval and recommendation by the Chief of Police and City Manager according to the following policy:

A. Damage to Uniforms and Privately Owned Safety Equipment:

(1) Reimbursement. Reimbursement shall be either payment for cost of repairs or replacement of the damaged article at replacement cost.

B. Privately Owned Safety Equipment:

(1) Risk. Officers electing to carry their own equipment do so at their own expense and risk, except as provided for in this Agreement.

(2) Maintenance. The Department will not repair or maintain privately-owned equipment except as provided for in this Agreement.

(3) Personal Property. Personal property stolen, damaged, or destroyed while on duty will only be replaced if it is an item covered in this policy and there is no negligence on the part of the officer. A theft report must be filed. Items stolen from an unlocked vehicle will not be

reimbursed. Any payment from the City will be reduced by the proceeds of any insurance or awards collected through the Court. The employee must file a claim. If employee fails to file a claim, the City will not reimburse.

C. Replacement Cost.

When a member elects to substitute privately-owned equipment for a similar item or items available through the City issue, no more than the current replacement cost of the City issue item or items will be allowed when computing reimbursement for equipment destroyed.

- (1) Expensive Personal Items. Damage claims for expensive personal items (e.g.: watches, etc.), are subject to reimbursement at an amount less than the replacement cost, such amount to reflect the cost of a functional replacement for the personal item in question.
- (2) Claims. Claims for items not within the intent of this policy will not be allowed.
- (3) Negligence. No reimbursement will be given if caused by negligence, in whole or part, on the part of the employee.

D. Procedure for Reimbursement – Uniforms and Privately Owned Equipment.

- (1) Inspection of Damaged Uniform or Equipment Item. Any damaged uniform or equipment item for which a reimbursement claim will be submitted shall be examined by the claimant's supervisor prior to being repaired or replaced.
- (2) Filing of Claim. The unit employee who has sustained damage or loss of covered equipment or uniform shall submit a written claim to his/her supervisor which shall identify the property damaged or lost, the circumstances surrounding its loss or damage, the owner of the property, the amount of the claim and whether or not other reimbursement has been sought or received.
- (3) Review of Claim. The Chief or his designee shall review and either approve or disapprove the claim. If the claim is disapproved, the reasons shall be stated on the back of the form.

E. Disposition – Damaged Article.

Whenever an article of uniform or equipment is surveyed as damaged beyond repair, the Chief or his designee shall take custody of such article upon submission of a claim and shall hold it until the claimant is reimbursed. The article shall then be disposed of in an appropriate manner.

F. Receipts.

Whenever a damaged uniform is repaired, the employee shall provide the City with a copy of the repair receipt when requesting reimbursement for the repair.

23. SUPPLIES

The City shall supply all notebooks and pens, flashlights, batteries, and bulbs. The City shall provide not fewer than one (1) pair of ear protectors per lane in use on the Police Pistol Range and each officer shall be required to utilize hearing protection devices while engaging in range shooting. Each officer will be provided one (1) box (50 rounds) of duty ammunition each year for department approved weapons.

24. PHYSICAL EXAMINATION

City will reimburse the employee for the out-of-pocket co-payment (maximum of \$25.00) associated with one annual physical examination (one exam per successive 12 month period), by a physician of the employee's own choosing; such examination shall be voluntary and the medical report shall remain with the employee and/or his/her physician. The employee's medical plan shall be billed for all other costs associated with same.

Employees shall schedule and be given all examinations while off-duty. Time scheduled and time taken to attend the physical exam shall not be paid nor counted as time-worked.

If the employee elects reimbursement for the out-of-pocket co-payment under this section, employee may not also be reimbursed for the out-of-pocket co-payment for the annual physical examination under the Section 125 plan.

25. STANDBY

A. Standby duty shall be defined as that circumstance which requires an employee to:

- Be ready to respond immediately to a call for service;
- Be readily available at all hours by telephone, pager or other communication equipment; and
- Refrain from activities which might impair his/her assigned duties upon call.

B. The Chief of Police may assign an employee or group of employees to standby duty.

C. Standby duty shall normally be assigned with specific starting and quitting times.

D. Time spent in standby shall be compensated at one-half (1/2) the straight time rate of pay.

E. If reporting to duty on a regular shift while on standby or called to duty while on standby the employee shall be compensated in accordance with the applicable call back policy and the standby allowance shall not be paid.

26. HOLIDAY PAY (SEE SIDE LETTER AGREEMENT NO. 2021-34)

~~Effective FY 2021/22 The DPOA members, employed by the City shall observe the following eleven (11) annual holidays during the term of this agreement:~~

Independence Day (observed)	New Year's Eve
Labor Day	New Year's Day
Veterans Day	Martin Luther King, Jr. Day
Thanksgiving Day	President's Day
Christmas Eve	Memorial Day
Christmas Day	

A. Employees shall receive ten (10) hours of holiday pay at straight time for each designated holiday as referenced above.

B. Employees not assigned to patrol duty, may at the option of the Chief, be allowed to have the holiday off.

C. Unused holidays cannot be carried over from one fiscal year to the next.

27. A. EDUCATION INCENTIVE PAY:

All employees covered under this Agreement shall receive Education Incentive Pay premium at the following rates per month:

Unit members may receive the following education incentive pay, the cumulative total of which shall not exceed five percent (5%) of the officer's base monthly salary.

- 1.5% per month - 30 semester units (or 45 quarter units) from an accredited institution, for collegiate coursework closely related to police skills with an average

G.P.A. of 2.5 or better. [Employees can receive credit for work in the following areas: required general education courses that meet or exceed courses required for a degree program, including but not limited to, math, science, health, English, writing, speech, interviewing, criminology, public administration, sociology, anthropology, administration of justice, paralegal studies, computer science; any course beyond those listed can be considered if the course work is related to police skills with the approval of the Chief of Police].

- 2.5% per month – 60 semester units (or 90 quarter units) from an accredited institution, for collegiate coursework closely related to police skills with an average G.P.A. of 2.5 or better. [Employees can receive credit for work in the following areas: required general education courses that meet or exceed courses required for a degree program, including but not limited to, math, science, health, English, writing, speech, interviewing, criminology, public administration, sociology, anthropology, administration of justice, paralegal studies, computer science; any course beyond those listed can be considered if the course work is related to police skills with the approval of the Chief of Police] or, upon earning an AA or AS degree from an accredited institution.
- 1% per month – 120 semester units (or 180 quarter units) from an accredited institution, for collegiate coursework closely related to police skills with an average G.P.A. of 2.5 or better. [Employees can receive credit for work in the following areas: required general education courses that meet or exceed courses required for a degree program, including but not limited to, math, science, health, English, writing, speech, interviewing, criminology, public administration, sociology, anthropology, administration of justice, paralegal studies, computer science; any course beyond those listed can be considered if the course work is related to police skills with the approval of the Chief of Police] or, upon earning a BA or BS degree from an accredited institution.

Certification of course completion for compensation under this section requires submission of official college transcripts. Unofficial/copies of transcripts are not acceptable for certification of course completion.

B. POST INCENTIVE PAY

POST incentive pay is intended to reward sworn police officers for extraordinary contributions to the safety and security of the community of Delano. The combination of all POST incentive pay shall not exceed six and one-half percent (6.5%) of the officer's base monthly salary, based on the following:

- POST Intermediate Certificate: Two and one-half percent (2.5%) of the officer's base monthly salary; and
- POST Advanced Certificate: Two and one-half percent (2.5%) of the officer's base monthly salary; and
- POST Supervisor or Management Certificate: One and one-half percent (1.5%) of the officer's base monthly salary.

28. BILINGUAL PAY

Officers that meet the bilingual pay requirements will receive \$100.00 per month.

The City will conduct bilingual testing for new and current employees at least four times each year on a quarterly basis. The standards for eligibility and testing shall be set by the City and shall be applied uniformly to all employees covered by this agreement.

29. UNIFORM ALLOWANCE (SEE SIDE LETTER AGREEMENT NO. 2021-34)

~~Effective FY 2021/22 All employees covered by this Agreement will be paid a uniform allowance of ninety dollars \$90.00 per month from which they are required to maintain and replace uniforms in accordance with regulations promulgated by the Police Chief.~~

30. VACATION

A. Vacation for Illness. Accrued vacation time may be used for illness of family members that does not otherwise qualify for sick leave usage or for personal sick leave when sick leave has been exhausted.

B. Annual Allotment. All eligible employees in the bargaining unit who are members of the Police Association shall receive the following accelerated paid vacation benefits:

Upon completion of the employee's sixth (6th) year of service, the employee shall be granted one additional day vacation. For each year of service through fifteen (15) years, the employee shall be granted an additional day per each service year to a maximum of twenty-two (22) days.

The following vacation schedule will apply to all members of the Delano Police Association:

<u>YEARS OF SERVICE</u>	<u>VACATION SCHEDULE</u>
1 – 5 years	12 days
6 years	13 days
7 years	14 days
8 years	15 days
9 years	16 days
10 years	17 days
11 years	18 days
12 years	19 days
13 years	20 days
14 years	21 days
15 years	22 days
over 15 years	22 days

31. SICK

A. Sick Leave Accrual:

1. Each unit employee shall be entitled to sick leave with pay at the rate of eight hours per month for each month of service, (96 hours per year; 3.69 hours bi-weekly accrual). Unused sick leave may be accumulated up to a maximum of one hundred and fifty (150) workdays or 1,200 hours. The City reserves the right to assure that sick leave is used for bona fide illness or injury only.

B. Early Sick Leave conversion:

1. Each year during the month of January only, an employee may request in writing for the conversion of sick leave to vacation leave according to the following schedule. It is the employee's responsibility to make this request.

If the employee has Accumulated sick leave balance of at least:	And in the last year, employee earned at least this many days after deducting all sick leave taken during the year:	Then the employee is eligible to convert all of the year's earned days over the amount in the left column, which could be up to:
20 Days (160 hours)	11 Days (88 hours)	1 Day (8 hours)
40 Days (320 hours)	10 Days (80 hours)	2 Days (16 hours)
60 Days (480 hours)	9 Days (72 hours)	3 Days (24 hours)

2. The City will automatically convert sick leave in excess of 1,200 hours to vacation leave in January of every year. In cases where employees are leaving the employment of the City, the conversion will be made at the time of separation.

32. LONGEVITY

Employees who have completed seven (7) years of service with the Delano Police Department shall be paid a longevity pay of \$40.00 per month, and those with ten (10) years of service will receive \$80.00 per month.

33. SHIFT DIFFERENTIAL

All employees assigned to work Watch #3 and Watch #1 will be paid a shift premium for each shift worked at the following hourly rates, effective on the first day of the next full pay period following approval of this Agreement.

Watch #1	.73 per hour
Watch #3	.64 per hour

34. HEALTH AND DENTAL PLANS

For those members of the Police Association who elect to participate in the City's health, dental, and life insurance plans, the City shall pay City shall pay one hundred percent (100%) of the premium for employee only. City shall pay the following regarding dependent coverage:

- A. City shall pay twenty-five percent (25%) (or a minimum of \$125.00) per month towards dependent medical, dental and vision coverage.

(SEE SIDE LETTER AGREEMENT NO. 2021-34)

- ~~B. Employees not having dependents or dependents not needing coverage may deposit \$125.00 or portion thereof in the City's deferred compensation plan (Both parties agree to meet and confer as to whether this practice is allowable) or receive cash payment.~~

Employee will be required to sign a Group Waiver Statement verifying alternative insurance coverage for dependents where applicable.

Dependents include legally married spouse, dependent children (natural or legally adopted), and registered domestic partners. Dependents not so designated herein may also be covered pursuant to a court order if required.

35. COMPENSATION

A. Effective the first full pay period following either (1) July 1, 2021 or (2) ratification and city council adoption (whichever is later), 3% wage increase and \$2,500.00 lump sum payment;

Effective the first full pay period following July 1, 2022, 3% wage increase; and

Effective the first full pay period following July 1, 2023, 3% wage increase.

36. WELLNESS PROGRAM AND PHYSICAL FITNESS

The purpose of the Wellness Plan is to promote health and fitness, as well as relieve stress and promote positive morale, among members of the Delano Police Officers Association. Participation in the Wellness Program shall be entirely voluntary and is not required. Employees may utilize any City fitness facilities and gymnasium, including the racquetball court, at no cost to the employee outside of normal duty hours.

Use of any City facilities shall be restricted to regular operating hours and DPOA members shall adhere to all rules and regulations governing the use of the facility.

37. FULL UNDERSTANDING, MODIFICATION AND WAIVER

This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and those matters not set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal relating to any such matters are hereby superseded or terminated in their entirety.

It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein during the term of this Agreement.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by City Council and the Association.

The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

The individuals executing this Agreement have authority to do so on behalf of their respective entity/party.

38. SAVING PROVISION

If any provisions of this Memorandum of Understanding are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

39. RETIREMENT PLAN

- I. City will continue with California Public Employees Retirement System (CalPERS) Safety Retirement.
- II. Unit members considered “Classic Members” shall pay 2% of the employee’s contribution to CalPERS 2% at 50 plan.
- III. Payments into the Retirement Benefits system for unit members hired on or after January 1, 2013 considered “New Members” shall be made by the City and unit members in accordance with the provisions of the California Public Employee’s Pension Reform Act (PEPRA).
- IV. The city is currently evaluating potential retiree health benefits. If the city provides these benefits to another represented bargaining unit, they will also be provided to DPOA.

40. PARTIES / NEGOTIATIONS

This Agreement is the product of joint and mutual negotiations, and shall not be interpreted for or against either party hereto.

41. ASSOCIATION BOUND BY MERIT SYSTEM:

The Delano Police Association agrees to be bound by and fulfill the terms and conditions of the Delano Merit System and Personnel handbook.

42. AUTHORIZED AGENT

The Association is the authorized bargaining agent and representative for all Sworn, Non-Management employees in the Delano Police Department.

Agreement No. 2021-
CONTRACT BETWEEN CITY OF DELANO
AND
DELANO POLICE OFFICERS ASSOCIATION
(Signatures)

Dated

Delano Police Officers Association

Dated

Delano Police Officers Association

Dated

Mayor, City of Delano

Dated

City Manager, City of Delano

Approved as to Form:

Attorney for City of Delano

Attest:

City Clerk, City of Delano