

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SELMA

AND

SELMA POLICE OFFICERS ASSOCIATION

FOR THE PERIOD

JULY 1, 2023 THROUGH JUNE 30, 2024

Table of Contents

ARTICLE 1 – RECOGNITION	3
ARTICLE 2 – CLASSIFICATIONS IN UNIT	3
ARTICLE 3 – SALARIES	4
ARTICLE 4 – ADDITIONAL PAY	4
ARTICLE 5 – K-9 MAINTENANCE PAY	5
ARTICLE 6 - SHIFT DIFFERENTIAL PAY	6
ARTICLE 7 – DEFERRED COMPENSATION	7
ARTICLE 8 – BILINGUAL PAY	7
ARTICLE 9 - PAYROLL DEDUCTIONS	7
ARTICLE 10 - HOLIDAYS OR HOLIDAY IN LIEU PAY	8
ARTICLE 11 – HOLIDAY COMPENSATION:	8
ARTICLE 12 – VACATION:	8
ARTICLE 13 – SICK LEAVE	9
ARTICLE 14 – INSURANCE BENEFITS	11
ARTICLE 15 – STATE DISABILITY INSURANCE	13
ARTICLE 16 – RETIREMENT PLAN	13
ARTICLE 17 – TEMPORARY WORK IN ANOTHER CLASSIFICATION	15
ARTICLE 18 – WORK HOURS/OVERTIME	15
ARTICLE 19 – CALL BACK	17
ARTICLE 20 – COMPENSATION FOR COURT STAND-BY TIME & COURT APPEARANCES	17
ARTICLE 21 – UNIFORM ALLOWANCE	18
ARTICLE 22 – REVOLVING ACCOUNT FOR UNIFORM/EQUIPMENT ASSISTANCE	19
ARTICLE 23 – UNIFORM REPLACEMENT	19
ARTICLE 24 – VEHICLE TAKE-HOME PROVISION	19
ARTICLE 25 – EDUCATION INCENTIVE	20
ARTICLE 26 – TRAINING	20
ARTICLE 27 – TRAINING FOR ASSOCIATION PRESIDENT	20
ARTICLE 28 – BUSINESS CARDS	21
ARTICLE 29 – SENIORITY	21
ARTICLE 30 – BILL OF RIGHTS	22
ARTICLE 31 – CITY RIGHTS	22
ARTICLE 32 – NON-DISCRIMINATION	22
ARTICLE 33 – STAFFING	22
ARTICLE 34 – ASSOCIATION REPRESENTATIVE	22
ARTICLE 35 – DISCIPLINE	23
ARTICLE 36 – GRIEVANCE PROCEDURE	23
ARTICLE 37 – DISCIPLINARY APPEAL PROCEDURES	24
ARTICLE 38 – SAVINGS CLAUSE	28
ARTICLE 39 – TERM	28
ARTICLE 40 – APPROVALS	28

**A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SELMA AND
SELMA POLICE OFFICERS ASSOCIATION**

This Memorandum of Understanding (MOU) is made and entered into between the City of Selma, herein "City" by its City Manager in his capacity as the Municipal Employees Relations Officer and the Selma Police Officers Association, herein "Association" pursuant to California Government Code, Section 3500, et seq and RESOLUTION NO. 92-R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AMENDING RESOLUTION NO. 1027, PROVIDING FOR EMPLOYER-EMPLOYEE RELATIONS, approved the 15th day of June, 1992 as these documents are now or hereafter may be modified. City and Association agree as follows:

ARTICLE 1 – RECOGNITION

City hereby confirms its continuing recognition of the Selma Police Officers' Association, as the recognized employee organization for only that unit defined as:

Employees of City specifically included in the position classifications listed in Article 2 of this MOU, excluding all other employees.

City agrees to meet and confer and otherwise deal exclusively with representatives of Association on all matters relating to the scope of representation pertaining to said employee unit as provided under the above-referenced Resolution and California Government Code Sections. In the event Resolution No. 92-R is modified, the modified Resolution shall apply. The proposed modification shall be submitted to the Association prior to the adoption, for input.

ARTICLE 2 – CLASSIFICATIONS IN UNIT

A. The present position classifications within the above described employee unit are:

**Community Service Officer
Corporal
Police Officer
Property/Evidence Technician
Safety Dispatcher I/II**

1. *Although all classifications listed above are included and represented by this bargaining unit, not all covered employees are dues-paying members of the Selma Police Officers Association. Therefore, the term "Association" may or may not refer to all represented employees in this group.*

B. It is recognized that the establishment of new or revised position classifications within the unit covered by this MOU may be warranted because of changes in job content or services offered by the City. In the event that revised position classifications are recommended, Association shall be given an opportunity to have

input. The final decision concerning revised job classifications shall remain with City.

- C. Whenever the decision to hire or promote has been made by City, City shall provide for promotional opportunities based on:
1. The adopted job duty statements for each position, and
 2. Vacancies in positions
- D. The City Manager shall determine the method used to promote employees, including but not limited to written, oral and performance examinations.

ARTICLE 3 – SALARIES

Salaries shall be paid in accordance with the Selma City Council approved Master Salary Schedule.

- A. Retroactive to the pay period that includes July 1, 2023, the following classifications shall receive the following salary increase:

- Dispatcher I – 10% increase

A	B	C	D	E	F
4100	4,305.00	4,520.25	4,746.26	4,983.58	5,232.75

- Dispatcher II – 8% increase

A	B	C	D	E	F
4428	4,649.40	4,881.87	5,125.96	5,382.26	5,651.37

- B. If the Classification and Compensation Study is not completed by July 1, 2024, all employees of this unit will receive a salary increase of 3.5% effective the first pay period that includes July 1, 2024.

ARTICLE 4 – ADDITIONAL PAY

- A. P.O.S.T. Certificates
Sworn Officers and Safety Dispatchers possessing the following P.O.S.T. Certificates shall be paid an additional sum as follows:

1. P.O.S.T. Intermediate Certificate - 3% of base salary per month
2. P.O.S.T. Advanced Certificate - an additional 3% of base salary per month

(Maximum amount for both certificates - 6% of base salary per month)

- B. Assignments

Covered employees who are assigned to perform the following duties in addition to their regular responsibilities shall receive an additional allowance of \$100 per month.

1. Motorcycle Patrol Officer (MPO)
Must possess a POST approved 80-hour Motorcycle Training Course Certificate
2. Communications Training Officer (CTO)
Must possess a CTO Certificate
3. M.A.G.E.C.
4. US Marshall Apprehension Detail
5. A.C.T.

Retroactive to the pay period that includes July 1, 2023, covered employees who are assigned to perform the following duties in addition to their regular responsibilities shall receive an additional allowance increase from \$100 to \$250 per month for the following:

6. Field Training Officer (FTO)
Must possess FTO Certificate
7. K-9 Handler
Must possess certified K-9 certification
8. Detective
9. School Resource Officer
Must complete SRO course within six (6) months from the date of assignment

Effective upon ratification of MOU, the following will receive \$250 per month:

10. Problem Oriented Policing Officer (POP)

- C. The above amount shall be used in computing payment for overtime or call back time.

ARTICLE 5 – K-9 MAINTENANCE PAY

Officers performing the assignment of K-9 Officer are entitled to compensation for the off-duty time spent caring for and maintaining the canine and the K-9 vehicle/unit. The City and Association acknowledge that the FLSA, which governs the entitlement to compensation for

canine duties and care, entitles the parties to agree to the approximate amount of off-duty time spent for the performance of canine duties and care. The FLSA also allows the City and the Association to agree on appropriate compensation for the performance of canine duties and care.

Following an investigation into the pertinent facts, including an inquiry of the Officers assigned to K-9 Special Assignment and consultation with K-9 Officer supervisors, the parties agree in good faith that additional time is required of the off-duty K-9 Officer to care for, groom, feed and train the canine and maintain and clean their canine vehicle/unit. The City and Association understand and agree that this additional compensation is intended to compensate K-9 Officers for all off-duty hours spent caring for, grooming, feeding, exercising, following healthcare instructions, cleaning of kennel and patrol vehicle and otherwise maintaining their canine unit, in compliance with the FLSA and interpretive case and rulings.

Therefore, the City will pay the K-9 Officer, while in custody of a canine, an additional ten (10) hours per 14-day pay period at the rate of time and one-half (1 ½) the hourly rate of K-9 maintenance pay. The K-9 maintenance hourly rate, as of the ratification of this MOU is \$11.00 per hour, excluding any certification, specialty or similar pays. The K-9 maintenance hourly rate, excluding any certification, specialty or similar pays, will be increased in conjunction with the State minimum wage hourly rate increases.

In the event of a medical emergency or other unusual circumstance requiring extraordinary care for the canine, the K-9 Officer must notify the department of the additional time that he/she is required to spend with the canine beyond the allotted ten (10) hours per 14-day pay period while in custody of the canine. Absent an emergency, the K-9 Officer must obtain approval from the department or notify the department of the additional time as soon as practicable. Compensation will be paid at the K-9 maintenance hourly rate.

Assignment of this position is at the discretion of the Police Chief. Selection for canine assignment may not be appealed or grieved. The Police Chief or his designee has the sole discretion and authority to establish and/or modify policies and procedures for canine assignments.

All other time spent as a K-9 Officer will be paid in accordance with the pay of a non-K-9 Officer. The parties also agree this compensation does not affect Article 4 – Additional Pay, K-9 Handler Pay. The ten (10) hours per 14-day pay period does not include up to 4 hours per pay period of actual off-duty in-house training nor up to 8 hours per month on-duty, actual training with outside vendor, that the canine is required to undergo.

ARTICLE 6 - SHIFT DIFFERENTIAL PAY

- A. Upon ratification of the MOU, shift differential will be paid to employees covered by this MOU as follows:
 - 1. Two percent (2%) of base salary for employees formally assigned to Swing Shift.

2. Two and one-half percent (2.5%) of base salary for employees formally assigned to "Relief Shift."
3. Three percent (3%) of base salary for employees formally assigned to Graveyard Shift.
 - a. When the Police Department has set the work schedule to 12-hour shifts, the employees formally assigned to the night shift shall receive the three percent (3%) differential.
4. Overtime, special duty, shift trades or any other cause for an employee to work a shift that's different than his/her formally assigned shift shall not make the employee eligible for shift differential pay.

ARTICLE 7 – DEFERRED COMPENSATION

City agrees to deposit up to one hundred dollars (\$100.00) per month into a tax deferred retirement account voluntarily established by the employee in the employee's name with one of the City's 457 Tax Deferred Compensation Plans that the employee elects. City will match the employee's contribution of up to fifty dollars (\$50.00) per pay period (maximum of two pay periods per month) for a maximum of one hundred dollars (\$100.00) per month. Conditions of said contributions shall be subject to IRS regulations governing such accounts.

ARTICLE 8 – BILINGUAL PAY

Positions represented by this MOU will be eligible to receive Bilingual Pay (Spanish, Punjabi, Arabic, and American Sign Language only). To receive this benefit, the employee will be required to pass an oral competency test administered by an independent party outside the employment of the City of Selma. Once certified the employee would receive the bilingual stipend of \$23.08 per pay period. Bilingual testing will be administered no less than each quarter.

ARTICLE 9 - PAYROLL DEDUCTIONS

- A. Employees who are members of the Association may request that the City deduct from their wages their regular monthly dues. Such dues shall be deducted and transmitted to Association upon voluntary, revocable, written authorization of the Association employee in a manner complying with legal requirements.
- B. For those employees who are members of Association, City shall, upon submission of signed authorization by Employee, deduct from the first paycheck of each month an amount to be transmitted to the State Center Credit Union for the purpose of providing savings and loan payments. It shall be the obligation of Association to furnish City with such authorization forms.
- C. Association promises to hold harmless and indemnify City for any liability City

should incur for any mistakes, negligence, or wrong, sustained as a result of this service.

ARTICLE 10 - HOLIDAYS OR HOLIDAY IN LIEU PAY

- A. Association employees shall observe sixteen (16) holidays per year (including Birthday and two floating holidays). Each holiday is equivalent to eight (8) hours, for an annual total of 128 hours of holiday leave.
- B. For 13 holidays or 104 hours total, unit employee will be paid straight time with no additional pay for the worked holiday for the term of the MOU. Pro-rated adjustments based on time in service will be made for employees entering or leaving City employment. Holiday in Lieu will be paid monthly on a prorated basis of 8.66 hours of Holiday in Lieu beginning the first pay period in April 2024.

The observance of the "floating" holidays shall be scheduled and approved in advance by the Chief of Police. 4. Employee's Birthday shall be observed as a "floating holiday" and should be taken within six (6) months of the actual dates. In the event that two year's accrual (or 16 hours) of the holiday are banked, the employee will need to take at least 8 hours of holiday time off as soon as possible. If time off is not possible or practical, City agrees to pay the employee up to 8 hours of holiday pay. Under no circumstances will an eligible employee lose an accrued floating holiday/holiday pay. The scheduling of the Employee Birthday holiday shall be subject to approval of the employee's department head.

ARTICLE 11 – HOLIDAY COMPENSATION:

Employees working holidays shall receive their regular salary plus one and one-half his/her base hourly rate for up to eight hours worked (except Birthday, which shall be observed, according to provisions of Article 10 above.

ARTICLE 12 – VACATION:

- A. The time at which the employee shall be granted a vacation is at the discretion of the Chief of Police. The predominant factor to be considered is the need of City. However, in an effort to accommodate the employee's requested vacation schedule, the department shall open to bid vacation scheduling in the order of classification seniority for a thirty-one (31) day period beginning January 1 of each year. Insofar as possible, classification seniority shall govern where more than one employee bids for the same period.
 - 1. The final vacation schedule as approved by the Chief of Police shall be posted in the employee work area.
 - 2. Vacation credit shall be accrued according to the following schedule.

Vacation Days are based on an eight hour work day.

<u>Years of Service</u>	<u>No. of Days per Month</u>	<u>No. of Hours per month</u>	<u>No. of Days per Year</u>
0-4	1.0	8	12
5-9	1.5	12	18
10-14	1.75	14	21
15 and over	2.0	16	24

3. Unit employees as defined in Article 2 shall be allowed to accrue up to a maximum of 360 hours of vacation leave.
4. Unit employees who have taken a minimum of 80 hours of Vacation Leave during the previous calendar year will be eligible for Vacation Buy-Back of up to fifteen (15) hours per year.
 - a. City will notify each employee by February 15 of each calendar year of eligibility to buy back vacation hours. Employee will have the option to receive payment for selected amount of vacation leave hours or decline this benefit. Eligible employees who choose to sell back their vacation leave hours will receive payment before March 31 of the calendar year.
- B. Annual vacations applied for other than during the open bid period shall be granted at the discretion of the Chief of Police or his authorized representative. Changes in the vacation schedule and/or usage of less than two (2) week blocks shall be authorized only by the Chief of Police or his authorized representative, whose decision shall be final and not subject to the grievance procedure.
- C. Vacation credits shall be earned monthly with an employee starting work or terminating employment after the 1st day of a month earning the credit of vacation benefits on a pro-rata basis. For purposes of administration, pro-rata benefits shall be determined by dividing a month into four quarters and benefits accruing in no less than two (2) hour increments.
- D. Vacation credits shall accrue during the probationary period but are not earned until the end of said period.

ARTICLE 13 – SICK LEAVE

- A. Sick leave shall accrue to employees of Association in accordance with the pertinent provisions of the City of Selma Personnel Rules and Regulations.
- B. Sick Leave Incentive: Each eligible employee shall be entitled to pay for a portion of earned sick leave credits on an annual basis, as follows:

1. First Tier: In order to be eligible for this incentive, Employee must have a minimum of 60 days (480 hours) of sick leave credit by the deadline date of November 1st. During the following twelve month period, employee will be able to continue accruing sick leave and will be eligible to receive Sick Leave Incentive.

- a. At the end of each year, City agrees to pay each eligible employee with at least 480 hours of accrued sick leave credit up to 50% of sick leave earned during the previous 12 month period (November 1-October 31) henceforth referred to as the "benefit period". Regular, full-time employees earn twelve days of sick leave during the benefit period. If no sick leave is used during the benefit period, employee will receive payment for six days. If sick leave credits are used by the employee during the benefit period, employee is eligible for pay for 50% of the unused sick leave credits remaining over and above 480 hours.

For example: An employee who has 480 hours of sick leave credit at the beginning of the benefit period earns 96 hours (12 days) and uses eight days of sick leave during the benefit period. Employee is eligible to receive payment for 50% of the unused four days (two days of pay).

- b. This benefit is not cumulative or retroactive and the employee must decide and declare annually whether to accept payment or receive sick leave credit. Any sick leave not paid for will continue to be credited for the employee's benefit to a maximum of 120 days.
 - c. Payment to eligible employees shall be made by City annually in the month of December.
2. Second Tier: City agrees to pay each employee, who has accumulated 120 days (960 hours) of sick leave credit, 100% of sick leave credits earned but unused during the following twelve month period (which exceed the 960 hour sick leave accrual limit). When employee's sick leave has reached the maximum accrual of 960 hours, employee shall register the date with the Finance Department. Employee will then be allowed to register (but not accrue) the equivalent of eight additional hours per month, or 96 hours during the following twelve month period, for purposes of this benefit only. Employee would be eligible to receive payment for a maximum of 96 hours.
 - a. If employee uses sick leave during the 12 month period in which sick leave is being registered, sick leave hours shall first be deducted from any registered hours above the 960 hour maximum. Employee shall then be eligible to receive sick leave incentive for any hours that are still registered, but unused.

- b. If employee uses more sick leave than those that have been registered above the 960 maximum, those sick leave hours would then be deducted from the 960 hour balance. Employee shall no longer be eligible for this sick leave incentive until employee has once again reached the 960 hour maximum. Employee shall then register the new date and start again to register additional sick leave hours.
 - c. At the conclusion of the 12 month period, employee shall have the option of receiving sick leave incentive payment immediately, or waiting until December to receive payment with those other employees who are receiving sick leave incentive for reaching the first tier.
 - 3. Employees who terminate employment with the City, for any reason, during the year specified for the benefit, are not eligible for this benefit.
- C. Family Sick Leave: Association employees shall be allowed up to one half of their annual accrual (maximum of 48 hours for employees covered by this MOU) per calendar year to attend to the illness of a qualifying family member. All conditions and restrictions pertaining to the use of sick leave by the employee as provided in the City of Selma Personnel Rules and Regulations shall also apply to the use of family sick leave.

Note: This provision is separate from those family and medical leaves mandated by federal and state laws, which provide leave time for specified situations involving the birth or adoption of a child, or the serious health condition of the employee or the employee's spouse, domestic partner, parent or child. Family Sick Leave may however, be taken in conjunction with family leaves mandated by state or federal family laws in certain situations.
- D. Retirement Credit for Unused Sick Leave: Unused accumulated sick leave, for each eligible employee, at the time of retirement for which there is no compensation or remuneration at all to the employee, will be converted to additional service credit at a rate of 0.004 year of service credit for each day of sick leave. This benefit is provided pursuant to Government Code Section 20965 of the Public Employee's Retirement Law.

ARTICLE 14 – INSURANCE BENEFITS

A. Flexible Benefits Plan

A Flexible Benefit Plan has been implemented which allows all employees to select from the available choices of health plans, plus dental, vision, and life insurance. The Flexible Benefits Plan allows employees to pay for qualifying benefits using pre-tax dollars. Applicable premium amounts for all health, dental, vision, and life insurance plans shall be deducted from the employees' bi-weekly paychecks. The plan is administered by an insurance company selected by the City and is subject to all IRS and CalPERS rules and regulations.

B. Health Insurance

City shall offer medical plans and the City shall pay ninety percent (90%) of the lowest medical plan premium for all regular and probationary employees and their eligible dependents.

a. Benefit for Employees with Ten or More Years of Service

During the term of this MOU, for employees with ten (10) or more years of service at the beginning of the calendar year, the City will contribute 100% of the maximum premium allowances or "cap" established by Council for health, dental, vision and life insurance. No contribution will be made if the employee does not participate in the City's health plans.

Example: A regular employee who was hired or became eligible for health insurance benefits during the 2012 calendar year will become eligible for 100% of the maximum premium allowances starting with the 2023 calendar year. All years prior to the 2023 calendar year, the employee will receive 90% of the maximum premium allowances.

2. Retiree Privilege

A retiree is eligible to continue health coverage through the City of Selma with the retiree paying the full cost of benefit.

C. In Lieu of Health Insurance Benefit

Employees choosing not to enroll in a health insurance plan may receive an "in lieu of benefit" of \$300 per month. This amount may be used to purchase other insurance options offered by the City or received as non-PERSable taxable income. The "In Lieu of Benefit" shall apply only to the health insurance benefits. Employees choosing not to enroll in the dental, vision, or basic life insurance plans will not receive the premium amounts in their flexible spending accounts, nor shall they receive an "in lieu of benefit" for declining these benefits.

D. Dental Insurance

City shall offer a dental plan and the City shall pay ninety percent (90%) of the total premium cost for all regular and probationary employees and their eligible dependents.

E. Vision Insurance

City shall offer a vision plan and the City shall pay ninety percent (90%) of the total premium cost for all regular and probationary employees and their eligible dependents.

F. Life Insurance

City shall offer \$100,000 in group life insurance to each Unit member who chooses to elect such coverage, with the beneficiary designated by the employee. City shall pay ninety percent (90%) of the premium.

G. Health Benefits Committee:

1. City and Unit acknowledge the necessity for timely review of benefit plans.
2. City and Unit agree to the establishment of a Health Benefits Committee for the review of benefits plans.
3. The City agrees that the Unit may designate two committee members to represent the interests of the Unit.
4. The Unit representative will be responsible for notifying the City and the Health Benefits Committee, in the event the Unit does not agree with a committee recommendation.
5. Unless the Unit representative notifies the City of a disagreement, per section 4 above, the parties agree that the Committee process will fulfill all meet and confer obligations.
6. Should the health insurance administrator recommend future rate increases or program modifications be implemented, he/she shall make a recommendation to the Health Insurance Committee stating the reasons why such increase or change is recommended. The Health Insurance Committee shall then make a recommendation to the City Manager within thirty (30) calendar days after receipt of said recommendation. The City Manager will make a decision based on the information provided, and present it to the City Council for implementation. The city and employees agree to pay any increased costs in the same proportion as the current contribution.

ARTICLE 15 – STATE DISABILITY INSURANCE

City agrees to permit participation, by Association employees covered by this MOU, in the State Disability Insurance Program. Participation is to be at the sole cost and expense of the employee.

ARTICLE 16 – RETIREMENT PLAN

- A. For Safety employees (sworn Police Officers) that are considered "classic" Safety members of CalPERS pursuant to the Public Employees' Pension Reform Act (PEPRA), the City shall provide the CalPERS Safety 2% @ 50 Retirement Plan. The employees' share of the contributions shall be fully vested in each employee's name in accordance with CalPERS policies.

1. Classic Safety employees shall continue to contribute the full 9% of compensation earnable member contribution, and 3% of compensation earnable of the required employer contribution as cost sharing in accordance to Government Code 20516(f), for a total employee CalPERS contribution of 12%.
 2. The City and Association understand and agree that the additional 3% contribution by the employee of the employer's required contribution as cost sharing in accordance to Government Code 20516(f), for a total employee CalPERS contribution of 12%, shall continue beyond the expiration date of this MOU and shall become a part of the status quo.
 3. If and to the extent allowed by law and CalPERS, and in compliance with any restrictions imposed by CalPERS, effective January 1, 2018 and only on a go forward basis with no retroactivity, the City will work with SPOA to designate the 3% of the total 12% CalPERS contribution as a member contribution and not as cost sharing.
- B. For Safety employees (sworn Police Officers) that are considered "new" Safety members of the Public Employees Retirement System (PERS), pursuant to the Public Employees' Pension Reform Act (PEPRA) of 2013, the City shall provide the PERS Safety 2.7% @ 57 Retirement Plan. Under the PEPRA all new Safety members of the Public Employees Retirement System (PERS) will be required to contribute at least 50% of the total normal cost of the retirement plan, as determined by CalPERS.
- C. For Miscellaneous employees of this Unit (Community Service Officers, Property/Evidence Technician and Safety Dispatchers) that are considered "classic" Miscellaneous members of CalPERS pursuant to the Public Employees' Pension Reform Act (PEPRA), the City shall provide the CalPERS Miscellaneous 2.7% @ 55 Retirement Plan. The employees' share of the contributions shall be fully vested in each employee's name in accordance with CalPERS policies.
1. Classic Miscellaneous employees shall continue to contribute the full 8% of compensation earnable member contribution.
- D. For Miscellaneous employees of this Unit (Community Service Officers, Property/Evidence Technician and Safety Dispatchers) that are considered "new" Miscellaneous members of the Public Employees Retirement System (PERS), pursuant to the Public Employees' Pension Reform Act (PEPRA) of 2013, the City shall provide the PERS Miscellaneous 2% @ 62 Retirement Plan. Under the PEPRA all new Miscellaneous members of the Public Employees Retirement System (PERS) will be required to contribute at least 50% of the total normal cost of the retirement plan, as determined by CalPERS.

ARTICLE 17 – TEMPORARY WORK IN ANOTHER CLASSIFICATION

Employees represented by Association may be assigned to temporarily work in other position classifications according to the following policy:

- A. The City shall provide "Acting" status pay differential of at least 5% or Step A of the higher classification when the employee has been assigned to serve the majority of significant duties of a higher position. The employee shall receive the highest pay rate as provided by this section. The determination of who is qualified for, and formally assigned to the higher capacity shall remain at the discretion of the Department Head (or City Manager, in the absence of a Department Head).
 - 1. When an Association Employee is assigned to a shift at the beginning of a shift and assumes the duties of a higher position, he or she shall receive the differential pay for the full shift. If the Association Employee is assigned and assumes the duties of the higher position in mid-shift, he or she shall receive the differential pay for the actual time served, but in no case less than three (3) hours.
 - a. No extra compensation for temporary work in other classifications shall apply to shift trades between employees.

ARTICLE 18 – WORK HOURS/OVERTIME

- A. An agreement between the Association and the City allowing members to work extended shifts in order to work fewer days per week will not result in any increase or decrease in benefits based on the extended work day. As of the preparation of this MOU, the current regular work shift is twelve-hours on duty, however during its term, the schedule may return to an eight hour shift or ten hour shift and may vary by position classification.
- B. Daily Overtime – Association shall be paid one and one-half times their hourly rate or may choose to accrue compensatory time at time and one-half for hours actually worked over and above a regular work shift or time worked on a regularly scheduled day off. Any paid or unpaid leave hours used during a regular work shift shall not be included as "hours worked" in computing daily overtime pay.

Examples: Officer John Doe began his shift on Monday morning at 7:00 a.m. and worked his entire 12 hour shift. At 6:55 p.m. his supervisor asked him to stay another 12 hours to cover for a co-worker who called in sick. Because there was no break in service, and Officer Doe continued to work past the 12 hour period, all 12 additional hours are considered overtime to be included in his paycheck or designated as accrued compensatory time.

Officer Jane Smith also began her shift on Monday morning at 7:00 a.m. During the morning, Jane was called away from the job for three hours due to a family illness. Jane returned to work and finished her shift, but at 6:55 p.m., she was also asked to stay and cover another 12 hour shift. Because Jane used three hours of Family Sick Leave, Jane's

actual work hours did not reach the 12 hour mark until 10:00 p.m. Therefore, Jane's work hours between 7:00 and 10:00 p.m. will be paid at the regular rate, and all hours worked beyond 10:00 p.m. will be considered overtime. In summary, Jane will receive 12 hours of regular pay, three hours of family sick leave, and nine hours of overtime pay or comp time.

- C. FLSA Overtime - Employees covered by this MOU are non-exempt employees of the City and are subject to overtime provisions of the Fair Labor Standards Act. City reserves the exclusive right to designate work periods and satisfy other conditions as required by FLSA. For purposes of information, City advises Association that a 7k exemption applied to a 28-day work period was established but has been amended to a 14-day work period, as requested by this Association and agreed upon by City.

1. Association employees covered by the FLSA 7k exemption shall be paid overtime at one and one-half their hourly pay or shall be allowed to accrue compensatory time at the rate of time and one-half for those hours actually worked over and above 80 hours in a 14-day work period as established by the City and according to Fair Labor Standards Act. If overtime hours will be or have been compensated under the daily overtime provisions as defined above, or at time and one-half under the "Call-Back" provisions, the hours will not be subject to additional FLSA overtime pay. As stated in Paragraph B any paid or unpaid leave hours used during the same 14-day work period shall not be included as "hours worked" in computing FLSA overtime pay.

Example of FLSA Overtime Pay: Officer Jane Smith has worked every assigned shift during the designated 14-day work period for a total of 80 hours. She has not taken any sick leave, vacation or other time off. During the last week of the 14-day work period, Jane worked two additional shifts of 12 hours each, resulting in her actual work hours totaling 104 hours. These hours exceeded 80 hours for the 14-day work period. Therefore, Jane is paid for 24 hours of FLSA overtime or allowed to accrue compensatory time at time and one-half for those hours in the work period.

- D. Employees not covered by the FLSA 7k exemption (non-sworn) shall continue to be paid for any FLSA overtime that exceeds 40 hours in a work week.
- E. Association members with accumulated Comp Time may request and be granted a pay-off of such hours, however such payoff shall not exceed more than twenty (20) hours per pay period.
- F. The maximum non-FLSA and FLSA comp time that sworn employees of this Unit can accrue is 480 hours. The maximum non-FLSA and FLSA comp time that non-sworn employees of this unit can accrue is 240 hours.

ARTICLE 19 – CALL BACK

Call-Back is defined as the time an Association employee is required to return to work or report to work for unscheduled or emergency work with less than 24-hours advance notice. When the City requires an Association member to return to work for unscheduled or emergency work time, the employee shall be entitled to call back compensation.

A. City shall compensate the employee a minimum of two (2) hours at the established overtime rate for call back, irrespective of the actual time worked. In the event the task exceeds two (2) hours duration, the total compensation shall be for hours actually worked at the established overtime rates, or equivalent comp time credits, as designated by the employee.

ARTICLE 20 – COMPENSATION FOR COURT STAND-BY TIME & COURT APPEARANCES

A. COURT STAND-BY TIME DEFINED: Court Stand-By Time is that time when an Association Member is not working but is requested by the Court to be available for a work-related court appearance.

1. City acknowledges that on occasion, Association employees are requested by the Court to be available but are never called. Realizing this situation inconveniences the employee, the City agrees to compensate Association Employee for three hours at their regular rate of pay when employee is on court stand-by during regularly scheduled off duty time and is not called to appear in court after all.
2. Employee will be responsible to initiate a Payroll Action Form (PAF) for the stand-by time within the same pay period, attaching a copy of the corresponding court subpoena.
 - a. If Association employee is notified that a case has been rescheduled or cancelled on the same day that the employee is off work and waiting to be called, court stand-by payment will be made. If subpoena has been nullified due to a rescheduling or cancellation has been made by the Court prior to employee's scheduled time off, there will be no payment for court stand-by time.

B. COURT APPEARANCE PAY DEFINED: Court Appearance pay is compensation to Association employees who actually appear in court. An Association member who receives Court Appearance Pay will not be eligible for additional court stand-by compensation, even if the member had "waiting time" prior to the Court Appearance.

1. Association Members required by the Court to appear on off duty time shall receive a minimum of three (3) hours at the overtime rate. If the actual time

spent is more than three hours, the employee shall receive one and one-half times his/her regular pay for actual hours worked or equivalent comp time credits, as designated by the employee.

2. If an employee is required by the Court to appear for two separate court cases in the same day, one in the morning and the other in the afternoon, the minimum compensation shall apply to each case.
3. Employee will be responsible to initiate a Payroll Action Form (PAF) for the court appearance within the same pay period, attaching a copy of the corresponding court subpoena.
4. If employee has logged on through the Selma Police Department Dispatch declaring that he/she is enroute to Court, and learns while driving or upon arrival at the Court that the case has been cancelled, employee will be entitled to the Court Appearance Pay benefit.

- C. City reserves the right to verify information regarding court appearances and court notification times.

ARTICLE 21 – UNIFORM ALLOWANCE

- A. Uniform allowance is provided for Association Employees who are required to wear and maintain uniforms for wear. Personnel receiving a uniform allowance shall wear and appear in full uniform for duty or inspection upon order of the Chief of Police.
- B. City shall pay to sworn personnel \$1,200 each year or \$300 quarterly for uniform purchase, replacement and maintenance. Maintenance shall include re-servicing of uniforms that have torn, as well as keeping uniforms clean.
- C. City shall pay to Community Service Officers \$800 each year or \$200 quarterly for uniform purchase, replacement and maintenance. Maintenance shall include re-servicing of uniforms that have torn, as well as keeping uniforms clean.
- D. City shall pay Safety Dispatchers \$800 each year or \$200 quarterly for the purchase of matching clothing, consisting of dark-colored pants and polo shirts with the Selma Police Department logo. City and Unit agree that the final standards for this casual dress uniform shall be determined by the Police Department in consultation with the affected employees.
- E. City shall pay Property/Evidence Technician \$300 each year, paid on a bi-weekly basis (\$11.54 per pay period) for the purchase of polo shirts with the Selma Police Department logo and utility pants. City and Unit agree that the final standards for this casual dress uniform shall be determined by the Police Department in consultation with the affected employees.
- F. If an Association Employee has a balance on the uniform revolving account, the balance

will be deduced from the starting balance prior to payout.

ARTICLE 22 – REVOLVING ACCOUNT FOR UNIFORM/EQUIPMENT ASSISTANCE

City shall provide a revolving fund to assist employees of this MOU in the purchase of required uniforms, tack, and equipment.

- A. Sworn personnel and Community Service Officers can utilize the revolving fund up to a maximum of \$500 per employee at any given time and shall reimburse the City on a monthly basis, via payroll deductions based on the following:

<u>AMOUNT OWED</u>	<u>PAYMENT</u>
\$0 - \$250	\$50 per month or \$25 per pay period
\$251 - \$500	\$100 per month or \$50 per pay period

- B. Safety Dispatchers and Property/Evidence Technician can utilize the revolving fund up to a maximum of \$300 per employee at any given time and shall reimburse the City on a monthly basis, via payroll deductions based on the following:

<u>AMOUNT OWED</u>	<u>MONTHLY PAYMENT</u>
\$0 - \$300	\$60 per month or \$30 per pay period

ARTICLE 23 – UNIFORM REPLACEMENT

- A. In the event an Association member's uniform or equipment is damaged in the line of duty, City shall pay the initial replacement costs as expeditiously as possible. This payment may be made directly to the provider of said uniforms/equipment, or may be in the form of reimbursement to the employee. To receive payment Association members shall submit to City's Finance Department documentation demonstrating when and how the uniform/equipment was damaged in the line of duty. This documentation must be approved and authorized by the Chief of Police.

ARTICLE 24 – VEHICLE TAKE-HOME PROVISION

City and Association agree to allow all sworn employees hired prior to June 27, 2015 to take their assigned vehicles home to and from work only, but no more than 30 miles outside City of Selma's city limits, without approval from the Chief of Police. The personal use of a city vehicle will result in the suspension of the vehicle take-home privilege.

City and Association agree that all sworn employees hired on or after June 27, 2015 will not be allowed to take their assigned vehicles home.

City and Association agree that all electric motorcycles shall not leave the City limits nor be utilized

for take home vehicles. These units will be returned to the City of Selma's charging stations at the end of the shift.

ARTICLE 25 – EDUCATION INCENTIVE

- A. City shall pay 2.5% of the Association member's base salary per month to those non-probationary employees who successfully complete or have attained an A.A. or A.S. degree in any field of study. City shall pay a bonus of 5% of the Association member's base salary per month to those non-probationary employees who successfully complete or have attained a B.A. or B.S. degree in a field of study related to their work, or with local government in general. This incentive is available only to those employees whose employment qualifications require, or list as desirable, the degree listed herein.
 - 1. Employees shall receive Education Incentive for the highest level of education received only and shall not be paid for more than one degree (as listed in this article). If approved by Police Chief and Personnel Officer, this incentive pay shall become effective upon date of presentation by the employee of proper documentation of the completion of the coursework. If copy of diploma/degree does not specify course of study, a certified transcript from the college or university must be included. No course shall be counted for which an employee receives less than a "C" or "Pass" grade.

ARTICLE 26 – TRAINING

City and Association mutually understand and agree that continuing law enforcement education and training is crucial in the police profession. Further, understanding that POST (Peace Officers Standards and Training) has established minimums for such training and education, the parties recognize the importance of meeting or exceeding those standards and further recognize the benefits to the Selma Police Department and individual employees that ongoing training offers.

- A. Employees who are sworn officers shall qualify every three (3) months at the established department Pistol Range on off-duty time. City agrees to pay the employee for two hours of pistol range time, at the rate of one and one-half (1 1/2) times his/her base hourly rate. Employees are required to spend the time necessary to qualify every three (3) months.
- B. City agrees to work toward bi-monthly department training programs, excluding firearms training. Nature, scope, content and frequency of such in-service training programs shall be determined by the Chief of Police subject to budget limitations.

ARTICLE 27 – TRAINING FOR ASSOCIATION PRESIDENT

- A. City agrees to permit Association President, or his designee, with up to two days of paid leave per calendar year for attendance at meetings, training seminars and

conferences relating to Association business. The two days of paid leave shall be granted based on a "leave bank" established by donations of vacation, overtime and/or compensatory time credits by members of Association. The Chief of Police shall be responsible for maintaining records of the leave bank for this purpose.

ARTICLE 28 – BUSINESS CARDS

- A. City shall provide, at its cost, standard form City-approved business cards for all members of this Association, except Safety Dispatcher/Clerks, to be used for City/Department business purposes. The City shall provide a maximum of 500 cards (one box) per qualified employee per year.

ARTICLE 29 – SENIORITY

- A. Seniority shall be total length of service in years, months and days from date of last hire.
 - 1. New hires shall accrue seniority from date of hire but may not exercise such accrual until the satisfactory completion of a one (1) year probation period.
 - 2. Promotional probation period shall be one (1) year
 - 3. Promotions, demotions, and rehires shall be within the sole discretion of the City Manager or his/her designee. Demotions shall be subject to the grievance procedure. In making these determinations, the City Manager or his authorized representative shall consider:
 - a. Ability, efficiency, special skills
 - b. Seniority - length of service

Where, in the fair and impartial judgement of City Manager or his authorized representative, factors under (a) are relatively equal, (b) shall govern unless extenuating circumstances prevail.

- 4. Layoffs will be by seniority, provided the employee remaining has the ability to perform the work. Employees shall be recalled in the inverse order of layoff;
- 5. Any person transferring from one department to another with the same job classification shall not suffer a reduction in compensation;
- 6. Seniority shall be lost by:
 - a. Termination from City employment

- b. Failure to return from an authorized leave of absence
- c. Failure to respond within five (5) days of a notice of recall from layoff.

ARTICLE 30 – BILL OF RIGHTS

The rights of Sworn Police Officers covered by this MOU are stated in the GOVERNMENT CODE OF THE STATE OF CALIFORNIA, Sections 3300-3311. The intention of this Article is to confirm City's and Association's understanding of these rights.

ARTICLE 31 – CITY RIGHTS

City retains the exclusive right, subject to and in accordance with applicable laws as defined in Article II, Section 2 of RESOLUTION NO. 92-R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AMENDING RESOLUTION NO. 1027, PROVIDING FOR EMPLOYER-EMPLOYEE RELATIONS.

ARTICLE 32 – NON-DISCRIMINATION

City and Association shall not discriminate against any employees in accordance with applicable laws.

ARTICLE 33 – STAFFING

While City reserves the right to make final decisions on staffing, City and Association share the concern over the safe and efficient staffing levels. The parties wish to maintain an open dialogue to continually monitor this concern and ensure the most appropriate staffing possible.

ARTICLE 34 – ASSOCIATION REPRESENTATIVE

City recognizes that Association may appoint a representative to handle grievances pertaining to this MOU. Association shall provide City, in writing, with the name of the representative. The duties of the representative shall be as follows:

- A. To investigate and discuss a grievance with an employee within his area of representation. If, after a discussion, there is a valid reason for the grievance to be filed, he/she may assist the employee in presenting the grievance at the appropriate step of the procedure.
- B. The representative, if employed by the City, shall keep at a minimum the time spent in the performance of his or her duties as outlined in this Article, and at all other times continue to perform his or her assigned jobs.
- C. The representative shall request permission from his or her supervisor to conduct, on City time, Association business falling within the provisions of this Article. The

supervisor may grant such activity time after considering the needs of City and the representative's work assignment. He/she shall state the nature of his or her activity and the approximate amount of time requested. He/she shall report to his or her supervisor upon completing such activity. Every effort shall be made to conduct Association business at the end of his/her regularly assigned shift and to not interfere with the duties of other employees in the unit.

ARTICLE 35 – DISCIPLINE

The City may implement an absenteeism control system which will include the detailed and ongoing recordings of absences and counseling of employees regarding abuse, with management and supervisory personnel having the discretion to require medical verification in instances where abuse appears evident and to take action as appropriate to correct patterns of abuse.

ARTICLE 36 – GRIEVANCE PROCEDURE

SEC. 1 **SCOPE**: A grievance is an alleged violation of a specific provision of this MOU or City or Department rules or regulations that adversely affects the employee and that contains all of the information listed in the "Statement of the Grievance" below. These procedures do not apply where another non-judicial dispute resolution procedure applies to the dispute. The grievance procedure cannot be utilized to challenge the content of a performance evaluation, and disciplinary actions are specifically excluded from the grievance process.

SEC. 2 **STATEMENT OF THE GRIEVANCE**: A concern is not a grievance unless the affected employee is able to state each of the following:

- 1) the date of the alleged violation;
- 2) the specific provision(s) of the MOU or City or Department rules or regulations that was allegedly violated;
- 3) a description of all facts regarding how the alleged violation occurred;
- 4) a list of all persons who are witnesses or are involved.

The grievant's Statement of the Grievance must be in writing and be signed by the employee filing the grievance to certify that it is filed in good faith.

SEC. 3 **TIMELINES**: Failure of the City to comply with the time limits of the grievance procedures allows the grievant to appeal to the next level of review. Failure of the grievant to comply with the time limits of the grievance procedures constitutes settlement and resolution of the grievance on the basis of the last disposition. The parties may extend time limits by mutual written agreement in advance of a deadline. If the grievance is against the Chief of Police, the grievant may submit his/her

grievance to the City Manager or his/her designee at Step III.

SEC. 4 PROCEDURES: Grievances shall be processed using the following procedures. Except as noted in Section 3 above, the grievant may not seek a higher level of review until all prior steps in the procedure have been completed.

Step I – Informal Resolution

The employee must first work in good faith to resolve the grievance informally through discussion with his/her immediate supervisor no later than 7 days after the grievant first became aware of the facts or circumstances resulting in the filing of the grievance.

Step II – Department Head

If the employee believes that the grievance has not been resolved through Step I, the employee may submit a written Statement of the Grievance to his/her department head. The employee must submit the Statement of the Grievance within 14 days after the grievant first became aware that a grievance has occurred. The department head shall consider, discuss the grievance with the grievant, and/or investigate as he/she deems appropriate, and shall, within 14 days of receipt of the written Statement of the Grievance, submit his/her decision in writing to the grievant.

Step III – City Manager

If the employee believes that the grievance has not been resolved through Step II, the employee may appeal the grievance decision of the department head to the City Manager or his/her designee. Such appeal must be filed within 14 days of the date of the department head's written decision. The City Manager shall consider, discuss the grievance with the grievant, and/or investigate as he/she deems appropriate, and shall, within 14 days of receipt of the written Statement of the Grievance, submit his/her decision in writing to the grievant. The decision of the City Manager shall be final.

ARTICLE 37 – DISCIPLINARY APPEAL PROCEDURES

The disciplinary appeals procedures set forth herein are adopted pursuant to Government Code section 3304.5 of the Public Safety Officers Procedural Bill of Rights Act.

A. APPEAL PROCEDURE FOR WRITTEN REPRIMAND

1. Any employee wishing to formally appeal a written reprimand must submit a written request to the City Manager or his/her designee within ten days of receipt of the written reprimand.
2. Absent a written stipulation to the contrary, the employee will be provided with an evidentiary hearing before the City Manager or his/her designee within 30 days. The decision of the City Manager or his/her designee to sustain, modify or dismiss the written reprimand shall be considered final.

B. APPEAL PROCEDURE FOR LESSER DISCIPLINE GREATER THAN A WRITTEN REPRIMAND

1. Excluding written reprimands, all members may appeal suspensions of 40 hours or less or any punitive transfer or reduction in salary in an amount equal to or less than an unpaid 40-hour suspension according to this procedure. Only "public safety officers," as that term is defined in California Government Code § 3301, may appeal any "punitive action," as that term is defined in California government Code § 3303, according to this procedure. Non-punitive transfers that do not result in a loss of pay may not be appealed.
2. Notice of Intent for Loss of Compensation: When a member faces any loss of compensation from disciplinary action, the City will provide a Notice of Intent and an opportunity to be heard (*Skelly* meeting) before a final decision is made concerning the imposition of discipline. A member facing discipline that does not result in a loss of compensation will not receive prior notice or an opportunity to be heard before punitive action is imposed.
3. Notice of Appeal: Within seven (7) calendar days of the effective date of a lesser punitive action subject to this informal hearing procedure, the member shall notify the Police Chief in writing of the member's intent to appeal the punitive action. The Notice of Appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.
4. Hearing Officer: A member who appeals lesser discipline according to this procedure is entitled to a hearing before the City Manager. The City Manager shall be the Hearing Officer. The determination of the City Manager shall be final and binding. The City Manager may delegate the Hearing Officer duties, including the final and binding decision, to another uninvolved City employee.
5. Burden of Proof: The City shall have the burden of proving the following: (1) by a preponderance of the evidence, the member's acts/omissions which form the basis for the punitive action occurred; and, (2) that the level of penalty was reasonable in light of the seriousness of the misconduct.
6. Conduct of Hearing: The formal rules of evidence will not apply, although the Hearing Officer shall have discretion to exclude or limit evidence which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time. The Hearing Officer may limit the use of witnesses, testimony, evidence and argument. There is no right of intervention, discovery, or prehearing conferences.
7. Recording of the Hearing: If the discipline being appealed involves the loss of compensation, then the hearing shall be stenographically recorded by a certified court reporter. Otherwise, the hearing may be tape recorded. The per diem cost of the court

reporter shall be equally borne by the parties. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.

8. Representation: The member may be represented by a representative or attorney of their choice at all stages of the proceedings. All costs associated with such representation shall be borne by the member.
9. Decision: The Hearing Officer's decision shall be in writing. The decision shall be served by first class mail upon the member as well as his/her attorney or representative, shall be accompanied by an affidavit or certificate of mailing, and shall advise the member that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure section 1094.6.

C. APPEAL PROCEDURE FOR SIGNIFICANT DISCIPLINE

1. Applicability: This procedure applies only to "significant discipline," which is defined as a punitive action at the level of discharge, demotion, unpaid suspension of more than 40 hours, or any punitive transfer or reduction in salary in an amount greater than an unpaid 40-hour suspension.
2. Notice of Appeal: Within seven (7) calendar days of the effective date of significant discipline, the member shall notify the Police Chief in writing of the member's intent to appeal the punitive action. The Notice of Appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.
3. Hearing Officer: Appeals of significant discipline will be to a neutral Hearing Officer. Upon receipt of the employee's request to appeal significant discipline, the City and the member/their representative shall mutually agree upon a neutral Hearing Officer (who must be an attorney residing outside the City of Selma), or jointly select one from a list of seven (7) Hearing Officers provided by the State Mediation and Conciliation Service. If the parties cannot reach mutual agreement regarding the Hearing Officer, they shall strike names from the above-mentioned list. The parties shall flip a coin to determine who strikes first. The Hearing Officer's fees shall be born equally by the City and the Association.
4. Burden of Proof: The City shall have the burden of proving the following: (1) by a preponderance of the evidence, the member's acts/omissions and policy violations which form the basis for the charges occurred; and, (2) that the level of penalty was reasonable in light of the seriousness of the misconduct.
5. Conduct of Hearing: The formal rules of evidence will not apply, although the Hearing Officer shall have discretion to exclude or limit evidence which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time. The Hearing Officer may limit the use of witnesses, testimony, evidence and argument. There is no right of intervention, discovery, or prehearing conferences.

The parties may present opening statements. The parties may present evidence through documents and testimony. Witnesses shall testify under oath. The City will issue subpoenas for appearance at trial upon request. The parties are entitled to confront and cross-examine witnesses. Following the presentation of evidence, if any, the parties may submit oral and/or written closing arguments for consideration by the Hearing Officer.

6. Recording of the Hearing: The hearing shall be stenographically recorded by a certified court reporter. The per diem cost of the court reporter shall be equally borne by the parties. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.
7. Representation: The member may be represented by a representative or attorney of their choice at all stages of the proceedings. All costs associated with such representation shall be borne by the member.
8. Hearing Officer's Advisory Decision: Within 30 days after the conclusion of the hearing, or within 30 days of receiving the parties' closing briefs, the Hearing Officer shall issue a written advisory decision. The decision will be advisory to the Selma City Council. The Hearing Officer will decide whether the City has proven by a preponderance of the evidence the member's acts/omissions and policy violations which form the basis for the charges, and will determine whether each charge against a member is sustained or not sustained. The Hearing Officer will also decide whether the penalty was reasonable in light of the seriousness of the sustained charges. If the Hearing Officer sustains charges, they may propose lesser discipline if they find the penalty is unreasonable in light of the seriousness of the sustained charges. If there are no sustained charges, the Hearing Officer will propose the discipline be rejected and the member be "made whole" for any loss of pay or benefit.
9. Final Decision: Upon receipt of the Hearing Officer's advisory decision, the Selma City Council shall review the decision and adopt, modify, or reject the decision. Before making its final decision, the Council may request additional briefing and oral argument from the parties. The Council will not review additional evidence that was not before the Hearing Officer. If the Council modifies or rejects the Hearing Officer's advisory decision, it shall provide its own written findings/determinations on the charges and the level of penalty.
10. Judicial Review: The final written decision from the City Council shall be served by first class mail upon the member as well as his/her attorney or representative, shall be accompanied by an affidavit or certificate of mailing, and shall advise the member that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure section 1094.6.

ARTICLE 38 – SAVINGS CLAUSE

- A. This MOU is the entire agreement of the parties, terminating all prior MOU's and concluding all negotiation during the term of this MOU, except as provided in Article 14. The parties hereto may, from time to time meet to discuss the administration of this MOU.
- B. Should any provisions of this MOU be found to be in contravention of any federal or State Law, by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this MOU shall remain in force and effect. The parties hereto shall negotiate any provision found to be in contravention of State or Federal Law.

ARTICLE 39 – TERM

This Memorandum of Understanding shall remain in effect for a period commencing July 1, 2023 and ending, June 30, 2024, subject to appropriate modifications by mutual agreement of the parties.

ARTICLE 40 – APPROVALS

CITY COUNCIL APPROVAL: May 6, 2024

"CITY"

City of Selma,
a municipal corporation

"ASSOCIATION"

Selma Police Officers Association

BY: 

Fernando Santillan / Date
City Manager/Personnel Officer



Christian Guizar / Date
SPOA President

5/9/2024