

RESOLUTION NO. 19-163, SERIES 2019

**RESOLUTION ADOPTING A MEMORANDUM OF UNDERSTANDING
WITH DAVIS POLICE OFFICERS ASSOCIATION**

WHEREAS, the City Council of the City of Davis, pursuant to California Government Code section 3500 et seq., enacted an employer-employee relations policy with its adoption of Resolution No. 1303, Series 1973, dated June 26, 1973; and

WHEREAS, under the terms of that policy the City Manager and his representatives and representatives of the Davis Police Officers Association, the recognized employee organization for the Police General Unit, as designated in said resolution, have met and conferred in good faith; and

WHEREAS, these parties have reached agreement on matters relating to the employment conditions of the said employees, as reflected by the written Memorandum of Understanding which is attached hereto and made a part hereof; and

WHEREAS, this Council finds that the provisions and agreements contained in said Memorandum are fair and proper and in the best interest of the City; and

WHEREAS, the Association has previously ratified the terms and conditions of the MOU.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Davis does hereby adopt the terms and conditions contained in said Memorandum of Understanding.

PASSED AND ADOPTED by the City Council of the City of Davis on this 5th day of November, 2019, by the following vote:

AYES: Arnold, Carson, Frerichs, Partida, Lee

NOES: None


Brett Lee
Mayor

ATTEST:


Zoe S. Mirabile, CMC
City Clerk

MEMORANDUM OF UNDERSTANDING

Between

THE DAVIS POLICE OFFICERS ASSOCIATION

And

THE CITY OF DAVIS

July 1, 2019 to June 30, 2023

**MEMORANDUM OF UNDERSTANDING
WITH
DAVIS POLICE OFFICERS ASSOCIATION**

This Memorandum of Understanding, hereinafter referred to as "MOU", is made and entered into by and between the City of Davis, hereinafter referred to as the "City", and the Davis Police Officers Association, hereinafter referred to as the "Association" or "DPOA", on behalf of all employees of the Police General Unit represented by the Association, pursuant to California Government Code sections 3500 et seq., and the City's Resolution No. 1303, Series 1973, dated June 26, 1973.

The parties have met and conferred in good faith regarding employment terms and conditions of the employees in the above referenced unit as designated in the City's aforesaid resolution; and, having reached agreement on changes to be made in employment benefits and conditions for the period commencing July 1, 2019, and ending June 30, 2023, as hereinafter set forth, shall submit this Memorandum of Understanding to the City Council with the joint recommendation that that body resolve to adopt its terms and conditions and take such other or additional action as may be necessary to implement its provisions.

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SECTION 1 COMPENSATION

A. Market Adjustment

The base hourly pay rate for employees covered by this MOU and employed as of the ratification date of this agreement, shall be adjusted as follows:

1. Association classifications identified in the City's total compensation study conducted in 2019 as being more than 5% below market median total compensation (See Exhibit A for list of those classifications) will have their base hourly pay rate increased to 5% below the market median (total employee compensation) effective the first full pay-period following July 1, 2019.
2. Association classifications identified as having significant recruitment and retention challenges (see Exhibit B for list of those classifications) will have their base hourly pay rate increased to the 75th percentile level (total employee compensation) effective the first full pay-period following July 1, 2019.

B. Base Pay

The base pay increases for employees covered by this MOU and employed as of the ratification date of this agreement, shall be as follows:

- a. Effective the first full pay-period following July 1, 2019, the pay scales for all classifications represented by the Association will be increased by two percent (2%). Hourly rates as of the first full pay-period following July 1, 2019 are reflected in Attachment 1, inclusive of market adjustments.
- b. Effective the first full pay-period following July 1, 2020, the pay scales for all classifications represented by the Association will be increased by two percent (2%).
- c. Effective the first full pay-period following July 1, 2021, the pay scales for all classifications represented by the Association will be increased by two percent (2%).
- d. Effective the first full pay-period following July 1, 2022, the pay scales for all classifications represented by the Association will be increased by two percent (2%).

C. Pension Cost Share

1. Beginning the pay period following July 1, 2021 and July 1, 2022, employees shall make additional pension "cost sharing" contributions of zero to one percent (0% - 1%) per year or shall receive additional increases to base salary of zero to one percent (0% - 1%) per year, as described below. These cost sharing contributions or wage increases to base pay, if applicable, shall continue beyond the expiration of the MOU and shall constitute the status quo for all purposes until the parties mutually agree to alternative pension contribution arrangements.
2. Safety Member Cost Share

a. For July 1, 2021:

CalPERS projected total employer contribution rate as a percentage of payroll for fiscal year 2021-2022 is 63.17% (as calculated using information from the June 30, 2018 valuation). To the extent the actual total employer contribution rate is higher than 63.17%, the employee will contribute a correspondingly increased contribution up to an additional one percent (1%) effective the pay period following July 1, 2021. (For example, if the total contribution rate is actually 63.67%, an employee's contribution would increase by 0.5% of base pay.) To the extent the actual total employer contribution rate is lower than 63.17%, the employee will receive an additional increase in base pay of up to one percent (1%) effective the pay period following July 1, 2021. (For example, if the total contribution rate is actually 62.67%, employees would receive an increase in base pay of 0.5%.)

b. For July 1, 2022:

CalPERS projected total employer contribution rate as a percentage of payroll for fiscal year 2022-2023 is 65.81% (as calculated using information from the June 30, 2018 valuation). To the extent the actual employer contribution rate is higher than 65.81%, the employee will contribute a correspondingly increased contribution up to an additional one percent (1%) effective the pay period following July 1, 2020. To the extent the actual total employer contribution rate is lower than 65.81%, the employee will receive an additional increase in base pay of up to one percent (1%) effective the pay period following July 1, 2022. The examples provided in subsection (a) above also apply to the 2022 deviations from the projected rate.

c. The above cost sharing shall be capped as follows:

CLASSIC Safety Members – Total sum of the employee contribution rate (currently 12%) plus any additional contribution(s) under this provision, shall not exceed 14% by the end of the contract term.

PEPRA Safety Members – Total sum of the employee contribution rate (“50% of normal cost” as set by CalPERS – currently 12%) plus any additional contribution(s) under this provision shall not exceed 14% or 50% of the normal cost as established by CalPERS, whichever is higher by the end of the contract.

d. Any cost sharing resulting from this agreement shall be pursuant to Government Code Section 20561(f).

3. Miscellaneous Member Cost Share

a. For July 1, 2021:

CalPERS projected total employer contribution rate as a percentage of payroll (CalPERS actuarial valuation for miscellaneous plans– June 30, 2018) for fiscal year 2021-2022 is 45.4%. To the extent the actual total employer contribution rate is higher than 45.4%, the employee will contribute a correspondingly increased contribution up to an additional one

percent (1%) effective the pay period following July 1, 2021. (For example, if the total contribution rate is actually 45.9%, an employee's contribution would increase by 0.5% of base pay.) To the extent the actual total employer contribution rate is lower than 45.4%, the employee will receive an additional increase in base pay of up to one percent (1%) effective the pay period following July 1, 2021. (For example, if the total contribution rate is actually 44.9%, employees would receive an increase in base pay of 0.5%.)

b. For July 1, 2022:

CalPERS projected total employer contribution rate as a percentage of payroll (CalPERS actuarial valuation for miscellaneous plans – June 30, 2018) for fiscal year 2022-2023 is 47.4%. To the extent the actual total employer contribution rate is higher than 47.4%, the employee will contribute a correspondingly increased contribution up to an additional one percent (1%) effective the pay period following July 1, 2022. To the extent the actual total employer contribution rate is lower than 47.4%, the employee will receive an additional increase in base pay of up to one percent (1%) effective the pay period following July 1, 2022. The examples provided in subsection (a) above also apply to the 2022 deviations from the projected rate.

c. The above cost sharing shall be capped as follows:

CLASSIC Miscellaneous Members – Total sum of the employee contribution rate (currently 8%) plus any additional contribution(s) under this provision shall not exceed 10% by the end of the contract term.

PEPRA Miscellaneous Members – Total sum of the employee contribution rate ("50% of the normal cost" as set by CalPERS - currently 6.25%) plus any additional contribution(s) under this provision shall not exceed 8.25% or 50% of the normal cost as established by CalPERS, whichever is higher.

d. Any cost sharing resulting from this agreement shall be pursuant to Government Code Section 20561(f).

D. Step 6 Police Officer

Police Officers who are at Step 5 and satisfy each element in any one (1) of the following sets of criteria are eligible to move to Step 6 on the pay scale upon certification by the Police Chief:

Set #1

1. Bachelor's degree from accredited college or university.
2. California Commission on Peace Officers Standards and Training (POST) Advanced Certificate.
3. Has served, or is currently serving, for at least two (2) years within the last six (6) years in one or more of the following assignments; SWAT, Hostage Negotiations, MAIT, Firearms Instructor, Reserve Coordinator, Cadet Coordinator, Defensive Tactics Instructor, Arson Investigator, EOD, Special Munitions, Chemical Agents, Evidence Response Team, Public Relations Team, Social Media Team, Peer Support Team, Recruiter, Special Needs Assessment

Team/Crisis Intervention Team, RAD Instructor, RAD Kids Instructor, Patrol Bicycle Officer, Investigations, YONET, Yolo County Crime Task Force, Traffic, SAFE, ILP/COPPS, K9, or as School Resource Officer.

Or Set #2

1. Education equivalent to, or higher than, an Associate degree (60 semester units or 90 quarter units) from an accredited college or university.
2. Served at least two (2) years as a Field Training Officer at Davis PD within the last six (6) years.
3. POST Advanced Certificate.
4. Completion of FTO course, Leadership Effectiveness for Individuals and Small Group Leaders Course, and Academy Instructor Certification Course.
5. Has served, or is currently serving, for at least two (2) years within the last six (6) years in one or more of the following assignments; SWAT, Hostage Negotiations, MAIT, Firearms Instructor, Reserve Coordinator, Cadet Coordinator, Defensive Tactics Instructor, Arson Investigator, EOD, Special Munitions, Chemical Agents, Evidence Response Team, Public Relations Team, Social Media Team, Peer Support Team, Recruiter, Special Needs Assessment Team/Crisis Intervention Team, RAD Instructor, RAD Kids Instructor, Patrol Bicycle Officer, Investigations, YONET, Yolo County Crime Task Force, Traffic, SAFE, ILP/COPPS, K9, or as School Resource Officer.

Or Set #3

1. At least 30 semester or 45 quarter units from an accredited college or university.
2. POST Advanced Certificate
3. Served at least:
 - a. Three (3) years in Investigations, or
 - b. Two (2) years in YONET, the Yolo County Crime Task Force, Traffic, SAFE, ILP/COPPS, bicycle officer, K9, or as a School Resource Officer.
4. POST Robert Presley Institute of Criminal Investigation Certificate.
5. Has served, or is currently serving, for at least two (2) years within the last six (6) years in one or more of the following assignments; SWAT, Hostage Negotiations, MAIT, Firearms Instructor, Reserve Coordinator, Cadet Coordinator, Defensive Tactics Instructor, Arson Investigator, EOD, Special Munitions, Chemical Agents, Evidence Response Team, Public Relations Team, Social Media Team, Peer Support Team, Recruiter, Special Needs Assessment Team/Crisis Intervention Team, RAD Instructor, RAD Kids Instructor, Patrol Bicycle Officer, Investigations, YONET, Yolo County Crime Task Force, Traffic, SAFE, ILP/COPPS, K9, or as School Resource Officer.

E. Step 6 – Public Safety Dispatcher I, Public Safety Dispatcher II and Public Safety Dispatcher Supervisor

1. Effective the first full pay period following July 1, 2019, a sixth step (5% above Step 5) is added to the Public Safety Dispatcher I, Public Safety Dispatcher II and Public Safety Dispatcher Supervisor salary tables.

2. Employees with at least one year of service at step five are eligible for a merit increase to step six on their next annual review date that falls after July 1, 2019.
3. Notwithstanding Section 5.28 (*Performance Evaluation During Probationary Period*) of the City of Davis Personnel Rules and Regulations, for the positions of Public Safety Dispatcher I, Public Safety Dispatcher II and Public Safety Dispatcher Supervisor, the performance of a probationary employee shall be reviewed after six (6) months of employment, and at least once more prior to the expiration of the probationary period. If the employee is appointed at the first step of the salary range, the employee would be eligible at six (6) months for a merit increase, and then annually from the date of the first merit increase until the sixth step is reached. If the employee is appointed at the second, third, fourth or fifth step, the employee would be eligible for a merit increase upon the completion of a year of service, and then annually thereafter until the sixth step is reached.

SECTION 2. BENEFITS

A. Flexible Benefit Plan (Cafeteria Plan)

In accordance with "The City of Davis Flexible Benefits Plan" adopted November 21, 2006 (and as may be updated and re-adopted on a periodic basis), the City provides a 125 Flexible Benefit Plan ("the Plan") that qualifies as a cafeteria plan within the meaning of Section 125 of the Internal Revenue Code ("IRC"). The regular and intended effect of the Plan is to enable employees to (a) pay monthly premiums for the health benefit plans offered by the City on a pretax basis or (b) receive a cash out benefit that is not included in the employee's base pay. The details of Plan eligibility and operational requirements are set forth in the Plan documents.

The City is a participating employer in the CalPERS Public Employees' Medical and Hospital Care Act ("PEMHCA") pursuant to the City's PEMHCA resolution and Government Code section 22892.

1. All eligible employees must enroll in one of the PEMHCA medical plans unless they submit to the City satisfactory proof of alternative medical insurance coverage.
 - a. Employees who fail to complete this requirement will be enrolled in the lowest cost health insurance policy the City offers through CalPERS.
 - b. Employees who meet the requirement shall be allowed to utilize their Flexible Benefit Plan contributions for any of the other qualified benefits as provided for in IRC Section 125.
2. The term "eligible employee" for this section includes:
 - a. Regular full-time employees as defined in the Personnel Rules.
 - b. Regular part-time employees as defined in the Personnel Rules. Regular part-time employees who work less than thirty (30) hours per week on average receive prorated benefits based on the percentage of full-time equivalency.
3. Employees may change their health plan participation only during open enrollment or in response to a qualifying event.

B. Medical Benefit Contribution

Effective the plan year beginning January 1, 2020, the City will contribute to each eligible employee's cafeteria benefit plan \$1848.91 towards monthly medical premiums. Each year thereafter, the City's contribution towards monthly medical care premiums will increase based on actual increases in the medical care premium rate for the regional Kaiser plan the City is linked to for employee plus two or more dependent level (i.e., family level) as follows: the City will contribute the first three percent (3%) of any increases in medical premiums for applicable regional Kaiser area plan at the family level and will contribute fifty-percent (50%) of any increase that is greater than six percent (6%) in any plan year.

C. Dental Benefits Contribution

The City shall contribute to each employee's cafeteria benefit plan the total monthly premium for the City's self-funded dental plan for employee with two (2) or more dependents. The City will continue to include dependents through the month in which the dependent reaches age 26 (effective January 1, 2020). Electing dental coverage is optional.

D. PEMHCA

~~For qualifying regular full-time employees enrolled in a CalPERS PEMHCA medical plan, the City is obligated to pay the minimum employer contribution to CalPERS on behalf of qualifying employees pursuant to the City's PEMHCA resolution and Government Code section 22892. The City contribution in Section 2.B – Medical Benefits Contribution, above includes the minimum employer contribution.~~

E. Cash In-Lieu

Employees with outside medical/dental coverage, such as through a spouse or domestic partner, or other acceptable alternate health coverage (other medical coverage must meet certain federal requirements to qualify for cash in lieu; government sponsored plans, for example Medicare and Covered California, do not qualify for cash in lieu), and employees who select less expensive benefits within the cafeteria plan, can elect to take the unused portion of their cafeteria contributions allocated for medical and dental benefits as cash in lieu of receiving any or all of the actual benefit. The amount of cash in lieu is capped at five hundred dollars (\$500) per month.

Employees hired before August 9, 2010 may cash-out the difference between the monthly premium costs for the health benefits (medical, dental, vision) selected and the City's maximum monthly contribution for cash out purposes of \$1,483 up to a maximum of \$500. For example, if an employee selects health benefits costing \$1,300 per month, the maximum cash out would be \$183 (e.g., \$1,483.08-\$1,300 = \$183.08).

Employees hired after August 9, 2010 may only cash out the difference between the monthly premium costs for the health benefits selected (medical, dental, vision) and a maximum of \$500 per month. For example, if an employee selects health benefits costing more than \$500 per month, the employee would receive no cash out benefit.

F. Life Insurance & Long Term Disability Benefit

The City will make available to each covered employee a monthly amount equal to the sum of the following life and long term disability insurance benefit payments. Participation in the life insurance and long term disability insurance is mandatory and these premiums may not be taken as cash in-lieu.

1. The City shall contribute towards each employee's cafeteria benefit plan the amount to purchase a thirty thousand dollars (\$30,000.00) policy.
 - a. This policy will carry an accidental death and dismemberment ("AD&D") rider. The AD&D rider provides a benefit of up to thirty thousand dollars (\$30,000.00) subject to the terms and conditions of the policy.

2. The City shall provide long term disability ("LTD") insurance coverage for all employees. The City shall contribute towards each employee's cafeteria benefit plan the amount to purchase the LTD Benefit provided in City of Davis Self-Insured LTD Plan.
 - a. Current Benefits: Up to sixty-six and two-thirds percent (66 2/3%) of the monthly salary. Payments to be paid during the disability until age sixty-five (65). See City of Davis Self-Insured LTD Plan passed and adopted by City Council on December 5, 2001.
 - b. Waiting Period: Benefits shall begin thirty (30) calendar days after occurrence.
3. The City will continue to provide its existing long term disability program. During the term of this MOU, the City shall pay the entire premium or cost for said coverage.

G. Vision Care:

City shall continue to make vision care coverage available to employees, at no cost to the City.

H. Optional Benefits

The City agrees to make available to each employee the following optional benefits. Participation in these benefits is optional, and there will be no additional contribution by the City to purchase these benefits.

1. Supplemental Life: The City shall make available to all employees the option to purchase supplemental term life and accidental death and dismemberment insurance, at no cost to the City, subject to the insurance carrier's additional premiums, conditions and/or requirements. Optional coverage shall be in increments of ten thousand dollars (\$10,000.00). The option to increase or decrease coverage shall be exercisable during open enrollment periods.
2. Flexible Spending Accounts: The City provides a Flexible Spending Account ("FSA") into which employees may contribute a portion of their regular earnings to pay for qualified dependent care and medical expenses on a pre-tax basis in accordance with IRS regulations. The City shall pay all administrative costs associated with establishing and maintaining FSAs.

In accordance with IRS regulations, any unused amounts contributed to the unreimbursed medical FSA are not reimbursed to the employee when the employee fails to submit proof of eligible reimbursable expenses during a calendar year. However, up to five hundred dollars (\$500) of unused amounts remaining at the end of a plan year in a medical FSA may be reimbursed to participating employees for qualified medical expenses incurred during the following plan year. All other unused amounts in an employee's FSA cannot be rolled over to the next calendar year.

SECTION 3. SPECIAL COMPENSATION

A. Detective Division / Intelligence Duties Premium Pay

1. Sworn Police Officers, Police Corporals and Police Sergeants who are routinely and consistently assigned to a detective or investigative division or intelligence duties shall receive a premium equivalent amount up to five percent (5%) of base pay while serving in this assignment.
2. Detective Division / Intelligence Duties premium pay is earnable special compensation within the meaning of Section 20636 of the California Government Code and Section 571(a)(4) of the CalPERS regulations and/or as defined pensionable compensation in the California Government Code and the CalPERS regulations as amended.

B. Motorcycle Patrol Premium

1. Sworn Police Officers, Police Corporals and Police Sergeants who are routinely and consistently assigned to operate and/or patrol on motorcycle shall receive a five percent (5%) increase above their base pay during that time they are actually riding a police motorcycle in the performance of work-related duties or activities.
2. Motorcycle Patrol premium pay is earnable special compensation within the meaning of Section 20636 of the California Government Code and Section 571(a)(4) of the CalPERS regulations and/or as defined pensionable compensation in the California Government Code and the CalPERS regulations as amended.

C. Training Officers and Instructors Special Assignment

1. Sworn Field Training Officers and other employees temporarily assigned to teach or orient new employees to the Department, provide new-hire training, or remediate existing employees shall receive a ten percent (10%) increase above their base pay for those hours actually engaged in performing those assigned duties. Corporals, Sergeants and Supervisors are not eligible to receive training pay under this provision.
2. Communications (Dispatch) Trainers temporarily assigned to teach or orient new employees to the Department, provide new-hire training, or remediate existing employees, shall receive a fifteen percent (15%) increase above their base pay for those hours actually engaged in performing those assigned duties. Supervisors are not eligible to receive Communications Trainer Special Assignment pay.
3. Full-time employees with specialized training or experience may, from time-to-time, be assigned in writing by supervisors or managers to train or instruct other employees on particular matters, including, but not limited to firearms and defensive tactics. In such cases, such employees shall receive a ten percent (10%) increase above their base pay for those hours actually engaged in training or instructing other employees. The assigning supervisor or manager must also notify the Department Training Manager in writing that such training

assignment has been given; however, such notification is not a precondition to the assigned employee receiving the ten percent (10%) increase.

4. This provision C. is not intended to obligate the City to compensate training officers, supervisors, and other instructors for answering incidental questions or providing regular guidance, direction, or supervision to other employees, providing assigned roll-call training or similar informal instruction, or when the contact is unplanned and isolated.

D. Educational/POST Certificate Incentive Pay

1. SWORN POST Certificate Pay: Sworn Police Officers, Police Corporals, and Police Sergeants who have earned a POST Intermediate Certificate shall receive a three percent (3%) pay increase above their gross pay. Sworn Police Officers, Police Corporals, and Police Sergeants who have earned a POST Advanced Certificate shall receive an additional three percent (3%) pay increase above their gross pay. The combined total of the POST Certificate Pay under this provision shall not exceed a maximum of six percent (6%) increase above gross pay.

POST Intermediate and Advanced Certificate pay is earnable special compensation within the meaning of Section 20636 of the California Government Code and Section 571(a)(2) of the CalPERS regulations and/or as defined pensionable compensation in the California Government Code and the CalPERS regulations as amended.

2. Dispatcher Educational Incentive Pay: Public Safety Dispatchers and Public Safety Dispatch Supervisors who have obtained all of the requirements for a POST Intermediate Certificate shall receive a three percent (3%) Educational Incentive pay increase above their gross pay. Public Safety Dispatchers and Public Safety Dispatch Supervisors who have obtained all of the requirements for a POST Advanced Certificate shall receive an additional three percent (3%) Educational Incentive pay increase above their gross pay. Public Safety Dispatchers and Public Safety Dispatch Supervisors who have earned a POST Tactical Communications Dispatcher Certificate shall receive a two and one-half percent (2.5%) Educational Incentive Pay increase above their gross pay. The combined total of the Dispatcher Educational Incentive Pay under this provision shall not exceed a maximum of eight and one-half percent (8.5%) increase above gross pay. Professional Standards is required to evaluate and make recommendations to the Police Chief for approving acceptable courses of education and/or changes under this provision.

Educational incentive pay is earnable special compensation within the meaning of Section 20636 of the California Government Code and Section 571(a)(2) of the CalPERS regulations and/or as defined pensionable compensation in the California Government Code and the CalPERS regulations as amended.

3. SWORN POST Supervisory Certificate or Institute of Criminal Investigation (ICI) Certificate: Sworn Police Officers, Police Corporals, and Police Sergeants who have earned a POST Supervisory Certificate or an ICI Certificate shall receive an additional three percent (3%) increase above their gross pay. The total supervisory or ICI certificate incentive shall not exceed a maximum of 3% increase above their gross pay.

POST Supervisory Certificate or ICI Certificate pay is earnable special compensation within the meaning of Section 20636 of the California Government Code and Section 571(a)(2) of the CalPERS regulations and/or as defined pensionable compensation in the California Government Code and the CalPERS regulations as amended.

4. Educational Incentive Pay: Employees represented in the bargaining group (Sworn Police Officers, Police Corporals, Police Sergeants, Public Safety Dispatchers, Public Safety Dispatch Supervisors, Police Services Specialist/Supervisor, Police Records Specialists/Supervisor, and other represented non-sworn positions) who hold a Bachelor's Degree from an accredited college or university shall receive a two and one half percent (2.5%) increase above their base pay. Professional Standards is required to evaluate and make recommendations to the Police Chief for approving acceptable degrees and/or changes under this provision.

Educational Incentive pay is earnable special compensation within the meaning of Section 20636 of the California Government Code and Section 571(a)(2) of the CalPERS regulations and/or as defined pensionable compensation in the California Government Code and the CalPERS regulations as amended.

5. Incentive pay under this provision D. shall become operative at the time that the employee can demonstrate attainment of appropriate criteria, which may occur in advance actual receipt of formal degree and/or certificates.

E. Marksmanship Incentive Pay, Special Assignment Hazard Premium, Educational Incentive Pay

1. Employees may be eligible for the following incentive, special assignment, educational incentive or POST certificate pays upon meeting the criteria stated in each provision below. In no event shall an employee be eligible for pay under more than one of the following provisions. The combined total of the incentive, special assignment, educational incentive, or POST certificate pays under this provision E. shall not exceed a maximum of five percent (5%) pay increase above base pay.
2. Marksmanship Incentive Pay: Beginning January 1, 2016, sworn Police Officers, Police Corporals and Police Sergeants who are or were after January 1, 2016, assigned to the SWAT Team and who meet established criteria for certification as a marksperson shall receive a premium equivalent amount up to five percent (5%) of their base pay so long as the sworn Police Officers, Police Corporals and Police Sergeants meets marksmanship certification requirements.

Marksmanship incentive pay is earnable special compensation within the meaning of Section 20636 of the California Government Code and Section 571(a)(1) of the CalPERS regulations and/or as defined pensionable compensation in the California Government Code and the CalPERS regulations as amended.

3. Special Assignment Hazard Premium and Educational Incentive Pay: Beginning January 1, 2016, sworn Police Officers, Police Corporals and Police Sergeants appointed to the Explosive Ordnance Disposal (EOD) team and who are routinely and consistently exposed to toxic,

radioactive, explosive or other hazardous substances or perform hazardous activities to implement health or safety procedures, shall receive a premium equivalent amount up to five percent (5%) of base pay. EOD technicians who have completed the United States Department of Justice, Federal Bureau of Investigation – US Army Ordnance Munitions & Electronics Maintenance School Hazardous Devices Basic Course are eligible to continue to receive educational incentive pay equivalent of up to five percent (5%) of base pay after leaving the team. Former EOD technicians who hold the certificate of completion may be called to offer EOD expertise regardless of their current assignment. Professional Standards is required to evaluate and make recommendations to the Police Chief for approving acceptable courses of education and/or changes under this provision.

Hazard premium pay is earnable special compensation within the meaning of Section 20636 of the California Government Code and Section 571(a)(4) of the CalPERS regulations and/or as defined pensionable compensation in the California Government Code and the CalPERS regulations as amended.

United States Department of Justice, Federal Bureau of Investigation – US Army Ordnance Munitions & Electronics Maintenance School Hazardous Devices Basic Course educational incentive pay is earnable special compensation within the meaning of Section 20636 of the California Government Code and Section 571(a)(2) of the CalPERS regulations and/or as defined pensionable compensation in the California Government Code and the CalPERS regulations as amended.

4. Hostage/Crisis Educational Pay: Beginning January 1, 2016, employees represented in the bargaining group (Sworn Police Officers, Police Corporals, Police Sergeants, Public Safety Dispatchers, Public Safety Dispatch Supervisors, Police Services Specialist/Supervisor, Police Records Specialists/ Supervisor, and other represented non-sworn positions) who are or were after January 1, 2016, assigned to the Hostage/Crisis Negotiations Team and who meet or who have met the following educational requirements shall receive an Educational Incentive Pay equivalent amount up to five percent (5%) of base pay:
 - a. Received a POST certificate for completing a course of education in Crisis Intervention; and
 - b. Received a certificate for completing a course of education in Basic Crisis Negotiations offered by the United States Department of Justice, Federal Bureau of Investigation; or
 - c. Received a POST certificate for completing a course of education in Hostage Negotiations.

Former team members who hold the certificates of education will be called to offer hostage/crisis negotiations expertise regardless of assignment. Professional Standards is required to evaluate and make recommendations to the Police Chief for approving acceptable courses and/or changes under this provision.

Hostage/Crisis Educational Incentive Pay and POST Certificate Pay is earnable special compensation within the meaning of Section 20636 of the California Government Code and

Section 571(a)(2) of the CalPERS regulations and/or as defined pensionable compensation in the California Government Code and the CalPERS regulations as amended.

F. Special Assignment Hazard Premium

1. Upon ratification of this agreement, Police Services Specialist and Police Services Specialist Supervisors who are routinely and consistently exposed to toxic, radioactive, explosive or other hazardous substances or perform hazardous activities to implement health or safety procedures relating to the abatement of toxic and/or hazardous sites, including homeless camps/dumping, shall receive a premium equivalent of five percent (5%) of base pay.

Hazard premium pay is earnable special compensation within the meaning of Section 20636 of the California Government Code and Section 571(a)(4) of the CalPERS regulations and/or as defined pensionable compensation in the California Government Code and the CalPERS regulations as amended.

G. Bilingual Premium Pay

1. The City agrees to pay one hundred and fifty dollars (\$150.00) per month per certified employee for bilingual premium pay if the represented employee qualifies and remains on the Authorized Interpreters List as specified and periodically amended by Police Department Policy in accordance with state and federal law. The City agrees to pay an additional fifty dollars (\$50) per month, not to exceed two hundred dollars (\$200.00) per month total in bilingual pay, to employees who are designated in writing by the City to administer the initial bilingual certification test and the annual update testing to other Department employees.
2. Certification: Certification of proficiency will be accepted upon successful completion of a written and an oral test administered by an individual or organization designated by the City.
 - a. Employees will pay the charged fee to be tested the first time. Employees will be reimbursed for the full amount of the fee if they pass the test. The City will pay additional costs, if any, associated with administration of the test and for updates.
 - b. The test will be designed by the City designated individual or organization with participation by one (1) member of Police Management and one (1) member of the Human Resource Office.
 - c. If an employee fails the initial test, all expenses associated with requests for subsequent re-testing will be paid in full by the employee.
2. Approved Languages: The Police Chief can approve any language that meets the City's needs. The Police Chief may make changes to the Authorized Interpreters List as needed.
3. Effective Dates: Employees covered by this MOU are eligible from the first day of hire to qualify to be tested and to qualify for receipt of bilingual premium pay. Employees who have been placed on the Authorized Interpreter List must receive refresher training every five (5) years or they will be removed from the Authorized Interpreters list and will no longer qualify for the bilingual premium pay, unless they meet all qualifications for reinstatement.

4. Bilingual premium pay is earnable special compensation within the meaning of Section 20636 of the California Government Code and Section 571(a)(4) of the CalPERS regulations and/or as defined pensionable compensation in the California Government Code and the CalPERS regulations as amended.

H. Longevity Pay

1. Sworn classifications (Police Officers, Police Corporals, and Police Sergeants)

~~Longevity pay is additional compensation to sworn peace officers who have been with the City of Davis or in a peace officer job classification as defined in the Penal Code (aggregate service with the City of Davis and any other law enforcement agency or agencies) for a term exceeding five (5) years. Sworn peace officers shall receive the longevity pay indicated below:~~

Service Term	Longevity Pay
After five (5) years of sworn service	2.5% increase above base pay
After ten (10) years of sworn service	2.5% increase above base pay
After fifteen (15) years of sworn service	2.5% increase above base pay
After twenty (20) years of sworn service	2.5% increase above base pay
After twenty-five (25) years of sworn service	2.5% increase above base pay

The maximum longevity pay for a sworn employee is a twelve and one-half percent (12.5%) increase above the sworn employee's base pay.

2. Civilian Employees (Police Services Specialist/Supervisor, Police Records Specialists/Supervisor, and other represented non-sworn positions)

In recognition of the substantial contribution to the community made by employees as a result of the length of their aggregate City service, the City shall award each civilian employee the longevity pay indicated below:

Service Term	Longevity Pay
After ten (10) years of service with the City	2.5% increase above base pay
After twenty (20) years of service with the City	2.5% increase above base pay

The maximum longevity pay for a civilian employee is a five percent (5%) increase above the civilian employee's base pay.

3. Civilian Employees (Public Safety Dispatchers, Public Safety Dispatch Supervisor):

Longevity pay is additional compensation to public safety dispatchers who have been with the City of Davis or in a public safety dispatch job classification (aggregate service with the City of Davis and any other law enforcement agency or agencies as verified by POST or through the background check process) for a term exceeding ten (10) years. Commencing the pay-period following ratification of this Agreement, public safety dispatchers shall receive the longevity pay indicated below:

Service Term**Longevity Pay**

After ten (10) years of service

2.5% increase above base pay

After twenty (20) years of service

2.5% increase above base pay

The maximum longevity pay for a civilian employee is a five percent (5%) increase above the civilian employee's base pay.

Longevity pay shall be included on each eligible employee's bi-weekly payroll.

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4. Longevity pay is earnable special compensation within the meaning of Section 20636 of the California Government Code and Section 571(a)(1) of the CalPERS regulations and/or as defined pensionable compensation in the California Government Code and the CalPERS regulations as amended.

- I. Shift Differential Pay

1. Police Officers, Police Corporals, Police Sergeants, Public Safety Dispatchers, and Public Safety Dispatch Supervisors who are routinely and consistently scheduled to work other than a standard "daytime" shift (e.g., swing shift and night shift) shall receive a differential of two and one-half percent (2.5%) for swing shift or five percent (5%) for night shift above their base pay while assigned to the shift.
2. Shift assignments/re-assignments shall be made in accordance with Police Department policy.

Shift differential pay is earnable special compensation within the meaning of Section 20636 of the California Government Code and Section 571(a)(4) of the CalPERS regulations and/or as defined pensionable compensation in the California Government Code and the CalPERS regulations as amended.

SECTION 4. PERS RETIREMENT SYSTEM

A. Sworn (Safety) Employee Retirement

1. Retirement Plan for Employees Hired On or Before December 31, 2012 and Classic Members as Defined by CalPERS

Employees hired on or before December 31, 2012 or otherwise determined to be "Classic" members by CalPERS, shall receive the 3% at 50 retirement benefit. For purposes of determining a retirement benefit, final compensation for employees covered by Section 4A.1 shall mean the single highest year of pensionable compensation.

Each employee covered by Section 4A.1 shall pay through payroll deduction 100% of the required bargaining unit member contribution, which is nine percent (9%).

Effective upon approval of the contract amendment by CalPERS, employees covered by Section 4A.1 shall pay, through payroll deduction, the 100% of the nine percent (9%) member contribution plus an additional three percent (3%) of PERSable compensation for a total contribution of twelve percent (12%) toward the cost of pension benefits as permitted by Government Code Section 20516. The parties agree that employee contributions will be made pursuant to Government Code Section 20516, Employee Cost Sharing of Additional Benefits.

2. Retirement Plan for Employees Hired On or After January 1, 2013, Who Are Not Classic Members

Employees hired on or after January 1, 2013 who are new members, as defined by CalPERS, shall receive the 2.7% at 57 retirement benefit.

For purposes of determining a retirement benefit, final compensation for unit members covered by Section 4A.2 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

As required by Government Code § 7522.04(g), unit members covered by Section 4A.2. shall pay, through payroll deductions, fifty percent (50%) of total normal cost of their retirement plan as determined annually by CalPERS.

3. The City will continue to structure the employee pay and required employee pension contributions to maximize compensation reported to CalPERS and to take advantage of the federal Internal Revenue Code section 414(h)(2) and related CalPERS Board rulings.

B. Civilian (Miscellaneous) Employee Retirement

1. The following provisions apply to civilian employees hired into City service on or before December 31, 2012 or otherwise determined to be "Classic" members by CalPERS ("civilian classic members").

- a. The City shall continue providing civilian classic members the CalPERS “2.5% at 55” local retirement plan. Civilian classic members shall contribute a total of eight percent (8%) towards the employee’s CalPERS contribution. The City will continue to structure the pay and required employee pension contributions to maximize compensation reported to CalPERS and to take advantage of the federal Internal Revenue Code 414(h)(2) and related CalPERS Board rulings.
2. The following provisions apply to civilian employees hired into City service as “new members” on or after January 1, 2013 (“civilian PEPRA members”).
 - a. The City shall continue providing civilian PEPRA members the CalPERS “2% @ 62” local retirement plan. Effective January 1, 2016, civilian PEPRA members shall contribute fifty percent (50%) of the normal cost of the benefit as the employee’s CalPERS contribution. The City will continue to structure the employee pay and required employee pension contributions to maximize compensation reported to CalPERS and to take advantage of the federal Internal Revenue Code 414(h)(2) and related CalPERS Board rulings.

C. Sick Leave Credit

The City shall continue to provide all employees with the CalPERS sick leave conversion benefit pursuant to Section 20965 of the Government Code.

D. 1959 Survivor Benefits

The City shall continue to provide all employees with the CalPERS fourth level 1959 survivors’ benefit pursuant to Section 21574 of the Government Code. The City and the Association agree that any additional cost to the City resulting from this benefit shall be paid by the employee.

E. Medical Benefit Premiums for Retirees

Retirees are not eligible for any cash in lieu of health benefits. “Retire” includes both service and disability retirement.

1. Employees who retire from the City on or before December 31, 2015, will receive the following retiree medical benefit.
 - a. Civilian employees hired before July 1, 1996 – The City shall continue to contribute to eligible retirees an amount equal to one hundred percent (100%) of the premium for the group health insurance plan available from the Kaiser-Bay Area for retired employees and two or more dependents (i.e., family level) sponsored by the City through CalPERS.
 - b. Civilian employees hired on or after July 1, 1996 – The City shall continue to contribute to eligible retirees an amount equal to fifty percent (50%) of the premium for the group health insurance plan available from the Kaiser-Bay Area for retired employees and two (2) or more dependents sponsored by the City through CalPERS until age of sixty (60). After age sixty (60), the employee will receive a retiree medical benefit based on one hundred percent (100%) of the CalPERS Kaiser Bay Area rate for employee plus two (2) or more dependents.

- c. Sworn employees – The City shall continue to contribute to eligible retirees an amount equal to one hundred percent (100%) of the premium for the group health insurance plan available from Kaiser-Bay Area for retired employees and two (2) or more dependents sponsored by the City through CalPERS.
- 2. Employees hired before July 1, 1996, who retire after December 31, 2015, but on or before December 31, 2025, will receive the following retiree medical benefit.
 - a. Civilian employees who retire with at least twenty-five (25) years of City service or as a result of disability – The City shall contribute to eligible retirees an amount equal to one hundred percent (100%) of the premium for the group health insurance plan available from the Kaiser-Bay Area for retired employees and two (2) or more dependents sponsored by the City through CalPERS. Once the employee has transferred to a Medicare plan, the City will pay the Medicare Supplemented/Managed Medicare monthly rate based on the CalPERS Kaiser Bay Area rate for employee plus two (2) or more dependents.
 - b. Civilian employees who retire with less than twenty-five (25) years of City service or as a result of disability- the City shall contribute to eligible retirees an amount equal to seventy-five percent (75%) of the premium for the group health insurance plan available from the Kaiser-Bay Area for retired employees and two (2) or more dependents sponsored by the City through CalPERS. Once the employee has transferred to a Medicare plan, the City will pay the Medicare Supplemented/Managed Medicare monthly rate based on the CalPERS Kaiser Bay Area rate for employee plus two (2) or more dependents.
 - c. Sworn employees who retire with at least twenty (20) years of City service or as a result of disability – the City shall contribute to eligible retirees an amount equal to one hundred percent (100%) of the premium for the group health insurance plan available from the Kaiser-Bay Area for retired employees and two (2) or more dependents sponsored by the City through CalPERS. Once the employee has transferred to a Medicare plan, the City will pay the Medicare Supplemented/Managed Medicare monthly rate based on the CalPERS Kaiser Bay Area rate for employee plus two (2) or more dependents.
 - d. Sworn employees who retire with less than twenty (20) years of City service or as a result of disability – the City shall contribute to eligible retirees an amount equal to seventy-five percent (75%) of the premium for the group health insurance plan available from Kaiser-Bay Area for retired employees and two (2) or more dependents sponsored by the City through CalPERS. Once the employee has transferred to a Medicare plan, the City will pay the Medicare Supplemented/Managed Medicare monthly rate based on the CalPERS Kaiser Bay Area rate for employee plus two (2) or more dependents.
- 3. Employees hired on or after July 1, 1996, but before December 31, 2012, who retire after December 31, 2015, but on or before December 31, 2025, will receive the following retiree medical benefit.

- a. Civilian employees who retire with at least twenty-five (25) years of City service or as a result of disability – the City shall contribute to eligible retirees an amount equal to fifty percent (50%) of the premium for the group health insurance plan available from the Kaiser-Bay Area for retired employees and two (2) or more dependents sponsored by the City through CalPERS until age sixty (60). After age sixty (60), the employee will receive a retiree medical benefit based on one hundred percent (100%) of the CalPERS Kaiser Bay Area rate for employee plus two (2) or more dependents. Once the employee has transferred to a Medicare plan, the City will pay the Medicare Supplemented/Managed Medicare monthly rate based on the CalPERS Kaiser Bay Area rate for employee plus two (2) or more dependents.
 - b. Civilian employees who retire with less than twenty-five (25) years of City service or as a result of disability – The City shall contribute to eligible retirees an amount equal to fifty percent (50%) of the premium for the group health insurance plan available from Kaiser-Bay Area for retired employees and two (2) or more dependents sponsored by the City through CalPERS until age sixty (60). After age sixty (60), the employee will receive a retiree medical benefit based on seventy-five percent (75%) of the CalPERS Kaiser Bay Area rate for employee plus two (2) or more dependents. Once the employee has transferred to a Medicare plan, the City will pay the Medicare Supplemented/Managed Medicare monthly rate based on the CalPERS Kaiser Bay Area rate for employee plus two (2) or more dependents.
 - c. Sworn employees who retire with at least twenty (20) years of City service or as a result of a disability - The City shall contribute to eligible retirees an amount equal to one hundred percent (100%) of the premium for the group health insurance plan available from Kaiser-Bay Area for retired employees and two (2) or more dependents sponsored by the City through CalPERS. Once the employee has transferred to a Medicare plan, the City will pay the Medicare Supplemented/Managed Medicare monthly rate based on the CalPERS Kaiser Bay Area rate for employee plus two (2) or more dependents.
 - d. Sworn employees who retire with less than twenty (20) years of City service or as a result of disability – The City shall contribute to eligible retirees an amount equal to seventy-five percent (75%) of the premium for the group health insurance plan available from Kaiser-Bay Area for retired employees and two (2) or more dependents sponsored by the City through CalPERS. Once the employee has transferred to a Medicare plan, the City will pay the Medicare Supplemented/Managed Medicare monthly rate based on the CalPERS Kaiser Bay Area rate for employee plus two or more dependents.
4. Employees hired before July 1, 1996, who retire after December 31, 2025, will receive the following retiree medical benefit. “Retire” includes both service and disability retirement.
- a. The City shall contribute to eligible retirees an amount equal to seventy-five percent (75%) of the premium for the group health insurance plan available from the Kaiser-Bay Area for retired employees and two (2) or more dependents sponsored by the City through CalPERS. Once the employee has transferred to a Medicare plan, the City will pay the Medicare

Supplemented/Managed Medicare monthly rate based on the CalPERS Kaiser Bay Area rate for employee plus two (2) or more dependents.

5. Employees hired on or after July 1, 1996, but before December 31, 2012, who retire after December 31, 2025, will receive the following retiree medical benefit. "Retire" includes both service and disability retirement.
 - a. Civilian employees – The City shall contribute to eligible retirees an amount equal to fifty percent (50%) of the premium for the group health insurance plan available from Kaiser-Bay Area for retired employees and two or more dependents sponsored by the City through CalPERS until age sixty (60). After age sixty (60), employee will receive a retiree medical benefit based on seventy-five percent (75%) of the CalPERS Kaiser Bay Area rate for employee plus two (2) or more dependents. Once the employee has transferred to a Medicare plan, the City will pay the Medicare Supplemented/Managed Medicare Monthly rate based on the CalPERS Kaiser Bay Area rate for employee plus two (2) or more dependents.
 - b. Sworn employees – The City shall contribute to eligible retirees an amount equal to seventy-five percent (75%) of the premium for the group health insurance plan available from Kaiser-Bay Area for retired employees and two or more dependents sponsored by the City through CalPERS. Once the employee has transferred to a Medicare plan, the City will pay the Medicare Supplemented/Managed Medicare monthly rate based on the CalPERS Kaiser Bay Area rate for employee plus two (2) or more dependents.
6. Employees hired on or after January 1, 2013 who retire for service or disability– The City shall contribute to eligible retirees an amount equal to the Medicare Supplemented/Managed Medicare monthly rate based on the CalPERS Kaiser Bay Area rate for employee plus one (1) dependent based on status.
7. PEMHCA – Pursuant to PEMHCA and relevant PERS regulations, a retired employee will qualify for retiree medical benefits if their retirement from the City is effective within 120 days of their separation from employment with the City and the retired employee receives a retirement allowance from CalPERS resulting from their service with the City (Annuitant). Annuitants are eligible to continue health coverage under PEMHCA. An Annuitant will receive the PEMHCA minimum contribution regardless of retirement date.
8. All contributions shall be made pursuant to the City's PEMHCA resolution and Government Code section 22892. All contributions referenced in Section 4.E. above include the minimum contribution.
9. All City contributions in excess of the minimum employer contribution shall be done on a reimbursement basis pursuant to IRS regulations.
10. For all employees who retire after January 1, 2018, the amount of contribution from the City referenced throughout Section 4.E. shall be based on CalPERS Kaiser rate for the region in which the City is assigned rather than Kaiser Bay Area.

11. As clarification of past and current retiree medical plan, the following is added:

- a. The retiree benefit for which the employee is eligible as described above, is to be paid towards enrollment in CalPERS retiree medical plan. A retiree may not receive the benefit value to apply towards coverage through a spouse, other purchased plan, or medicare (plan a, b, or other).

F. Dental Benefits for Retirees

The City shall make the dental plan available for retirees to continue at their own expense, at the same total monthly premium for the group dental insurance plan sponsored by the City. At the time of retirement, retirees are eligible to elect to continue dental coverage for themselves and their current eligible dependents. Retiree dental may be dropped during open enrollment or based on a qualifying event; however, enrollment may not be added (for retiree or dependents) after initial enrollment.

SECTION 5. DEFERRED COMPENSATION

The City agrees to continue the contract with the International City Managers Association ("ICMA") and CalPERS, as well as other providers as the City deems appropriate, for deferred compensation programs entitling employees to defer receipt of a portion of their pay until retirement or other time jointly agreed upon by individual employees and the plan providers. Nothing contained herein shall obligate the City to make any contributions on behalf of employees

SECTION 6. REGULAR WORK HOURS- SWORN EMPLOYEES

A. Regular Work Hours – Patrol Shifts

1. Sworn employees assigned to work regular patrol shifts will work a fixed schedule as set forth below. Employees will have a fourteen (14) day “work period” under Section 7(k) of the Fair Labor Standards Act in which they will be scheduled to work eighty (80) hours at their regular rate of pay. A sworn employee’s fixed schedule may be “flexed” within the fourteen (14) day work period to accommodate Department operations, subject to the provisions of Section 11 – Standby, Callback, and Overtime. An eight (8) or ten (10) hour shift includes, if public safety considerations allow, a paid thirty (30) minute meal period and two (2) fifteen (15) minute breaks. A twelve (12) hour shift includes, if public safety considerations allow, a sixty (60) minute paid meal period and two (2) twenty (20) minute breaks. Meal periods and breaks may require supervisory approval.

In addition to the breaks described above, an employee working a twelve (12) hour night shift pattern may receive an additional rest break at the discretion of the watch commander, subject to the following conditions:

- a. The rest break shall be for a maximum of one (1) hour and shall not be permitted for the last hour of the shift.
- b. The rest break shall be available to employees who had or will have their regular sleep interrupted because of police-related business.
- c. Only one (1) employee can take a rest break at any given time.
- d. A supervisor may not take a rest break unless another supervisor is working and is available to handle shift supervision.
- e. The employee shall be available for immediate call-out in the case of an emergency.
- f. There is no right or entitlement to the rest break. It may only be approved if public safety considerations allow.
- g. The City shall continue to provide a suitable location within the police building for employees to rest, and the Association shall continue to equip the room.

2. Regular Patrol Shifts

Days Blue (Weekends): Friday-Sunday 12 hour shifts 7:00 a.m. – 7:00 p.m. with every other Monday as the 8 hour payback shift.

Nights Blue (Weekends): Friday-Sunday 12 hour shifts 7:00 p.m. – 7:00 a.m. with every other Thursday as the 8 hour payback shift.

Days Gold (Weekdays): Monday-Thursday 10 hour shifts 7:00 a.m. – 5:00 p.m.

Swing Shift: Monday-Thursday 10 hour shifts 2:00 p.m. – 12:00 a.m. (midnight).

Nights Gold: Monday-Thursday 10 hour shifts 9:00 p.m. – 7:00 a.m.

3. Patrol Shift Modification

During the term of this MOU, either the City or the Association has the option to revoke the patrol shift pattern. Revocation by either party requires a minimum of forty-five (45) days advance notice. If the revocation option is exercised by either party, patrol shifts will revert to the previous pattern of three (3) eight (8) hour shifts per day. In lieu of revocation, the parties may amend the patrol shift pattern to a mutually agreeable format.

B. Regular Work Hours – Investigations Division and Traffic Unit

Sworn employees assigned to the Investigations Division and the Traffic Unit may work eight (8) or ten (10) hour shifts, or a 9/80 work schedule, as determined by the Police Chief, which includes, if public safety considerations allow, a paid thirty (30) minute meal period and two (2) fifteen (15) minute breaks. Meal periods and breaks may require supervisory approval. Sworn employees will have a fourteen (14) day “work period” under Section 7(k) of the Fair Labor Standards Act in which they will be scheduled to work eighty (80) hours at their regular rate of pay. An employee’s fixed schedule may be “flexed” within the fourteen (14) day work period to accommodate Department operations, subject to the provisions of Section 11-Standby, Callback, and Overtime.

C. Flexible Work Schedule

Sworn employees assigned to School Resources, the ILP/COPPS team, the Yolo County Crime Task Force, Administration, light duty, or other individual sworn employees designated in writing by the Police Chief will work a flexible work schedule.

Sworn employees working a flexible work schedule shall have the responsibility for working a minimum of eighty (80) hours in the fourteen (14) day work period. Employees working the flexible work schedule will have a general understanding or agreement with the Police Chief regarding when the employee will routinely report to work (e.g., a 9/80 work schedule or Monday through Thursday 0700-1700 or Tuesday through Friday 0700-1700). The routinely scheduled work-day may be “flexed” at any time within the fourteen (14) day work period to accommodate Department operations.

SECTION 7. SHIFT SWAPS

- A. Employees may work substitute shifts (also known as shift swaps) subject to these provisions and with prior approval of their Division Commander.
1. Any agreement to work a substitute shift is a private agreement between two (2) consenting employees. The City will not enforce any part of the private agreement and any breach of the private agreement must be settled between the two (2) employees without any assistance from the City.
 2. Shift swaps that are likely to result in the need for overtime, or that will reduce staffing levels below anticipated need, will not be approved.
 3. The two (2) employees engaging in the shift swap must be of the same rank and must be capable of performing the duties for the substituted shift.
 4. The requesting employees must fill out the appropriate shift swap form and submit it to their Division Commander for approval. The form must indicate which employees are involved in the request and the proposed dates for the swap. Open ended shift swaps will not be approved.
 5. If the shift swap is approved, the Division Commander will enter the change into the employee's appropriate schedule book with a notation a shift swap has occurred. This is to inform the Department who is expected to work the scheduled shift. Any employee who fails to show up, except as provided in paragraph 8 below, will be prohibited from engaging in future shift swaps for a period of six (6) months.
 6. Copies of the shift swap form will be returned to both participating employees.
 7. Employees involved in the shift swap, regardless of whether any leave time was taken or not, will submit their timesheet in the same manner as if they worked their regularly scheduled shifts, not their substituted shifts. Unless an employee takes any form of leave time, no forms need to be submitted to Payroll.
 8. An employee may use vacation or compensatory time off instead of working a substitute shift subject to all existing rules for the use of taking vacation or compensatory time off. Any employee may also, subject to existing rules, use sick leave instead of working a substitute shift. However, any employee who uses sick leave in lieu of working two or more scheduled substitute shifts during any twelve (12) month period will be prohibited from participating in shift swaps for a period of one hundred and twenty (120) days. If an employee uses any form of leave time, the amount and type of leave taken will be written on the employee's copy of their approved shift swap form and submitted to Payroll when timesheets are due. Payroll will deduct the leave from the employee's leave bank.

SECTION 8. REGULAR WORK HOURS- PUBLIC SAFETY DISPATCHERS

A. Regular Shift

Public Safety Dispatchers may work a combination of one (1) eight (8) hour shift and six (6) twelve (12) hour shifts on each of either three (3) (or four (4)) consecutive days during a pay-period, but shall not be scheduled for more than forty (40) hours during the defined seven (7) day work-week described below. Shift assignments shall be determined by the Police Chief, but shall not violate this shift plan. However, dispatch trainees may be assigned to alternative schedules while in the communications training program.

B. Conditions

1. To avoid excess scheduled overtime, the work week for the Public Safety Dispatcher will be defined by the City as follows:
 - a. Night shift will be Sunday at 2:00 a.m. to Sunday at 2:00 a.m. (late person); or
 - b. Night shift will be Saturday at 10:00 p.m. to Saturday at 10:00 p.m. (early person); or
 - c. Day shift will be Wednesday at 10:00 a.m. to Wednesday at 10:00 a.m. (early person); or
 - d. Day shift will be Wednesday at 2:00 p.m. to Wednesday at 2:00 p.m. (late person).
2. An eight (8) or ten (10) hour shift includes, if public safety considerations allow, a paid thirty (30) minute meal period and two (2) paid fifteen (15) minute breaks. A twelve (12) hour shift includes, if public safety considerations allow, a paid sixty (60) minute meal period and two (2) paid twenty (20) minute breaks. Meal periods and breaks may require supervisory approval.
3. During the term of this MOU, both the Association and the City have the option to revoke the provisions of the twelve (12) hour shift pattern for all of the Public Safety Dispatchers.
4. Revocation by either party requires a minimum of thirty (30) days' advance notice. If the revocation option is exercised by either party, Public Safety Dispatcher shifts will revert to the previous pattern of eight (8) hour shifts and the previous definition of the work week. In lieu of revocation, the parties may amend the twelve (12) hour shift pattern to a mutually agreeable format.
5. Public Safety Dispatch Supervisors will work a forty (40) hour scheduled work-week and either eight (8) hour, ten (10) hour, or twelve (12) hour work shifts or a 9/80 work schedule as determined by the Police Chief. An eight (8), nine (9), or ten (10) hour shift includes, if public safety considerations allow, a paid thirty (30) minute meal period and two (2) paid fifteen (15) minute breaks. A twelve (12) hour shift includes, if public safety considerations allow, a paid sixty (60) minute meal period and two (2) paid twenty (20) minute breaks. Meal periods and breaks may require supervisory approval.

SECTION 9. REGULAR WORK HOURS- CIVILIAN EMPLOYEES

Civilian employees, excluding Public Safety Dispatchers and Public Safety Dispatch Supervisors, will work a forty (40) hour scheduled work-week consisting of either eight (8) hour or ten (10) hour work shifts or will work an alternative 9/80 work schedule as determined by the Police Chief. An eight (8), nine (9) or ten (10) hour shift includes a thirty (30) minute unpaid meal period as scheduled by the supervisor and two (2) fifteen (15) minute paid breaks. The first fifteen (15) minute break must be taken before the meal break, and the second fifteen (15) minute break must be taken after the meal break. No break shall be combined with any other break. The meal break shall not be taken during the last two (2) hours of the employee's shift.

SECTION 10. CANINE HANDLERS

A. Regular Work Hours.

Canine handlers will work a scheduled eighty (80) hour / fourteen (14) day pay period and work eight (8) hour, ten (10) hour, or twelve (12) hour shifts as determined by the Police Chief. An eight (8) hour and ten (10) hour shift includes a thirty (30) minute paid meal period and two (2) fifteen (15) minute paid breaks. A twelve (12) hour shift includes a sixty (60) minute paid meal period and two (2) twenty (20) minute paid breaks.

B. Overtime.

Shift extensions, call back, and other scheduled overtime will be compensated pursuant to applicable provision of Section 11-Standby, Callback, and Overtime, of this MOU. The City and the Association agree the amount of compensable time outside a canine officer's regular shift attributed to all ordinary aspects of canine care, including, but not limited to, handling, caring for, feeding, grooming, kennel cleaning, cleaning of City vehicles, and ordinary transport to veterinarian amounts to five (5) hours per week. The five (5) hours per week, or ten (10) hours per fourteen (14) day work period, will be compensated at time and one-half the employee's regular rate of pay and are in addition to any regularly scheduled hours during the fourteen (14) day work period.

C. Extraordinary Work.

All extraordinary work involving the canine will be compensated at time and one-half the employee's regular rate of pay. Extraordinary work includes, but is not limited to, unanticipated trips for emergency veterinary care, special training not normally conducted on a daily or scheduled basis, and any work which causes a substantial increase in work time beyond what is compensated in item B above. Absent exigent circumstances, all such overtime must be authorized, in advance, by a supervisor or manager.

D. Canine Vehicle.

Provided the assigned canine handler's vehicle is available, the City will provide and maintain a take home vehicle for the canine handler.

E. Canine Food and Care.

The City shall provide canine food, reasonable veterinary care, ordinary equipment, and any other essential items associated with the care and maintenance of any police canine which has not been permanently retired. There shall be no obligation by the City to provide veterinary care to any canine which is too injured or ill to return to normal duty status within a reasonable amount of time, as determined by the Police Chief. The Police Chief shall have the sole authority to deem a canine permanently retired and may factor in past, present and future veterinary costs in making the decision on whether to permanently retire the canine.

F. Kenneling.

The City shall pay twenty-five dollars (\$25) per day to kennel a police canine while the assigned handler is on approved vacation leave, up to the maximum number of vacation days earned by the

canine handler per year. In other words, if the assigned canine handler earns ten (10) vacation days per year, the City shall pay for up to ten (10) kennel days per year.

G. Canine Retirement.

In the event a City owned canine is permanently retired, the most recent handler shall have the option to purchase the canine from the City for one dollar (\$1), as is. In the event the canine had more than one handler and the most recent handler chooses not to purchase the canine, the next most recent handler of that canine shall have the option to purchase the retired canine, as is. The purchase of the dog shall include an indemnification and hold harmless agreement signed by the purchasing officer releasing the City from all liability, including future veterinary care, maintenance, and other costs, relating to the canine.

SECTION 11. STANDBY, CALL BACK, AND OVERTIME

Unless otherwise provided herein, or required by law, all hours of work, including hours worked during a regularly scheduled shift, shall be compensated at the employee's regular rate of pay. Unless the employee is assigned to work a Flexible Work Schedule, the City shall not alter an employee's regularly scheduled shift to avoid payment of overtime without at least seventy-two (72) hours' notice. The term "court" as used in this Section, includes all appearances where the employee has been or could be summoned by subpoena or where the employee has been ordered to court or a hearing by official court personnel. ~~Regular rate of pay is defined as the employee's base pay, plus any special compensation~~ pay the employee is eligible to receive under the provisions of this MOU and which is required to be included in the regular rate of pay under the FLSA.

A. Shift Extensions

1. Civilian employees – All required work extensions, before or after an employee's regularly scheduled shift, shall be compensated at the employee's regular rate of pay unless the work extension(s), when added with all other hours worked, and leave hours properly taken, in the forty (40) hour work-week, exceeds forty (40) hours in which case the employee will be compensated at time and one-half the employee's regular rate of pay. All such shift extensions must be authorized in advance by a supervisor or manager.
2. Sworn employees – All required work extensions, before or after an employee's regularly scheduled shift, shall be compensated at the employee's regular rate of pay unless the work extension(s), when added with all other hours worked, and leave hours properly taken, in the fourteen (14) day work period, exceeds eighty (80) hours in which case the employee will be compensated at time and one-half the employee's regular rate of pay. All such shift extensions must be authorized in advance by a supervisor or manager.

B. Court Appearance Time

In no event shall an employee receive any form of compensation (including vacation, comp time off, or flex time off) for time the employee appears in court except as provided in this provision. The term court is defined as court related to work purposes only. Employees shall not receive compensation for personal court time.

1. An employee shall be compensated at their regular rate of pay for each hour the employee must appear in court while the employee is working their regularly scheduled shift or is on parental leave.
2. An employee shall be compensated at time and one-half their regular rate of pay for each hour the employee must appear in court while the employee is not working their regularly scheduled shift (off-duty time). However, an employee shall be compensated at their regular rate of pay for appearances in court if the employee schedules less than three (3) days off (i.e., vacation, comp-time off, or flex-time off) after receiving the subpoena or being ordered to court and the court appearance occurs during such planned time off. In this event, the court appearance will be compensated as provided in provision B. 1. above and will constitute time working a regularly scheduled shift.

3. For appearances occurring during off-duty time, a minimum of four (4) hours per appearance will be granted. When the appearance does not require the employee to be physically present (i.e., DMV telephone appearance) a minimum of two (2) hours per appearance will be granted.
 - a. Time spent responsive to the subpoena or order to appear in excess of the minimums will be compensated at time and one-half the employee's regular rate of pay.
 - b. The four (4) hour minimum commences once the employee begins their travel to court, which shall not exceed one and one-half (1½) hours prior to the time indicated on the subpoena or the time the employee is ordered to appear.
 - c. The court minimum times do not apply if the scheduled appearance is two (2) hours or less from the beginning or end of a regularly scheduled shift. In these cases, the time will be compensated as a shift extension as provided in provision 11.A-Shift Extensions.
 - d. In cases where multiple subpoenas are received for the same day, multiple minimum hour blocks will be granted only where there is a break between the end of the first minimum block and the beginning of the second minimum hour block. In those cases where there is no break between appearances, the first appearance shall continue to the second and provision B.3.a above shall apply.

Although the four (4) hour minimum commences once an employee begins travelling to court, travel time will not be included when calculating the end of the first minimum block. Rather, the actual appearance time will be used.

- e. If at any time the two (2) or four (4) hour minimums are not needed in court, the unused portion of the minimum hours shall be worked as directed by appropriate supervisory personnel.

C. Court Cancellation

If an employee is subpoenaed for court and the appearance is cancelled without the employee being given at least twelve (12) hours advance notice of the cancellation or the employee is not needed as a witness, the employee shall receive a minimum of two (2) hours pay at time and one-half their regular rate of pay.

D. Court Standby Time

Any time an off-duty employee is under subpoena for court and is placed in a "standby" status, rather than reporting to court at the subpoenaed time, the employee shall be compensated at their regular rate of pay. Compensation shall commence at the time the employee was subpoenaed to be at court, and shall continue to accrue until the employee is notified their presence will not be required or until 1700 hours on that date, whichever comes first.

In the event the employee is actually required to report to court after being on "stand by", the appearance shall be treated as described in provision B. Court Appearance Time, above, with accrual of time starting at the subpoenaed time.

E. Call Back

Any time an off-duty employee is required to report for duty for other than a regularly scheduled shift, they shall be compensated at time and one-half their regular rate of pay. A minimum of two (2) hours shall be granted if the employee had seventy-two (72) or more hours' notice of the need to report. A minimum of four (4) hours shall be granted if the employee had less than seventy-two (72) hours' notice of the need to report.

1. Notification is complete when the employee is actually notified in person or by telephone.
2. Notification is also complete when:
 - a. The employee's schedule is posted in their respective Division schedule at least ninety-six (96) hours in advance and the employee will have worked a regularly scheduled shift where they could have checked the posted schedule at least ninety-six (96) or more hours in advance.
 - b. The employee reads an E-mail or text notification or listens to a voicemail message at least ninety-six (96) or more hours in advance. (The burden of proof the message was received rests with the sender).
 - c. The notification is made to another adult member of the employee's household and they agree they will be able to deliver the message in time.
3. The minimum credit in this subsection shall not apply when (1) the employee is required to work beyond their normal work shift without having been called to return to work; (2) when the employee is called in to work prior to the start of their normal work shift and the employee continues to work into their normal shift without having been released to go home; or (3) when the employee is not actually required to physically report to duty (e.g., answering work-related telephone calls or texts).

F. On-Call Time

Any time an off-duty employee is ordered by a supervisor or manager to remain available for call to duty they shall receive a flat one hundred dollar (\$100.00) stipend for each twenty-four (24) hour or less time period they are subject to call-out. Employees who are on-call are required to carry and answer cell phones or texts or otherwise remain available for call to duty during their twenty-four (24) hour on-call period. Employees may continue to participate in their off-duty activities while "on-call," except that employees shall not consume alcoholic beverages and must be able to respond to the Police Department within forty-five (45) minutes after being called to duty.

Employees actually called to duty will be compensated as specified in provision E. Call Back.

G. On-Call Investigators

The designated "on-call" period for Investigators shall be the Investigator's regular off duty hours during a seven consecutive day period commencing Friday at 5:00 p.m. Investigators will be scheduled to be "on-call." On-call Investigators shall be compensated two dollars (\$2.00) per hour for each hour

they are on-call. If the Investigator is called to duty, the Investigator will be compensated pursuant to provision E, in addition to receiving the on-call pay for all hours waiting and worked.

H. Compensatory Time

1. Civilian employees – The accrual of compensatory time off (“CTO”) in lieu of pay for overtime hours worked shall be authorized. Civilian employees shall decide, solely in their option, whether to receive overtime pay at time and one-half their regular rate of pay or CTO at the time and one-half rate when hours worked, and leave taken, exceed forty (40) hours for the seven (7) day work period. Employee must submit in writing a request, in accordance with departmental procedures, to accrue time in lieu of being paid overtime pay, prior to actually working the overtime. Absent written direction submitted in advance, overtime worked will be paid in accordance with the FLSA. Accrual of CTO time shall be capped at one hundred-twenty (120) hours total. Once a civilian employee reaches the maximum CTO accrual, all overtime hours shall be compensated as pay. CTO may be used under the rules proscribed for use of vacation time.
2. Sworn employees – The accrual of CTO time in lieu of pay for overtime hours worked shall be authorized. Sworn employees shall decide, solely in their option, whether to receive overtime pay at time and one-half their regular rate of pay or CTO at the time and one-half rate when hours worked, and leave taken, exceed eighty (80) hours for the fourteen (14) day work period. Employee must submit in writing a request, in accordance with departmental procedures, to accrue time in lieu of being paid overtime pay, prior to actually working the overtime. Absent written direction submitted in advance, overtime worked will be paid in accordance with the FLSA. Accrual of CTO shall be capped at two hundred (200) hours total; however, sworn employees may keep and use previously earned CTO exceeding the two hundred (200) hour cap. Once a sworn employee reaches the maximum CTO accrual, all overtime hours shall be compensated as pay. CTO may be used under the rules proscribed for use of vacation time.
3. After the election to earn CTO in lieu of overtime is made, CTO cannot be cashed out except upon termination of employment or promotion to a classification exempt from FLSA overtime.
4. In accordance with Treasury Regulation Section 1.457-4(d)(1), employees may elect to contribute accrued Compensatory Time to their 457(b) plan under the following restrictions:
 - a. Employee must make an irrevocable advanced election in December or June to contribute all future Compensatory Time that has not yet accrued to the 457(b) plan for the six (6) month period beginning January 1st or July 1st. Once elected, all overtime earned during the election period will be treated as CTO and the value of said CTO will be deposited into the employee’s 457(b) plan.
 - b. The value of leave converted into a contribution to the 457(b) plan must not, when added to other deferrals made during the plan year, exceed the maximum deferral limitations in the year of deferral (including catch-up if applicable).
 - c. The contribution to the 457(b) plan is subject to FICA taxes pursuant to Section 3121(v)(2) of the IRS Code.

- d. Ability to contribute accrued leave time to the 457(b) is subject to plan provisions for the plan in which the employee is enrolled.
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SECTION 12. LEAVE

The City agrees employees will earn the following paid leave time as specified.

A. Vacation Leave

The purpose of annual vacation leave is to enable each employee time off of work so they may return to work mentally refreshed.

- ~~1. Employees shall be entitled to annual vacation leave with pay.~~
2. Regular part-time employees who work in a position budgeted for less than full-time, but more than 1,040 hours per year, shall be credited vacation on a prorated basis.
3. Accrual of Annual Vacation Leave –Sworn Employees. Vacation time shall be accrued on a pro rata basis per pay period in accordance with the following annual schedule:

<u>Years of Employment</u>	<u>Hours Earned Per Year</u>
1-5	80
6-10	120
11	128
12	136
13	144
14	152
15-19	160
20+	168

For purposes of the above accrual rates, "Years of Employment" includes the aggregate time an employee has served in a peace officer job classification (as defined in the Penal Code) with the City and any other law enforcement agency.

4. Accrual of Annual Vacation Leave- Civilian Employees. Vacation time shall be accrued on a pro rata basis per pay period in accordance with the following annual schedule for, civilian employees, excluding Public Safety Dispatchers:

<u>Years of Employment</u>	<u>Hours Earned Per Year</u>
1-3	120

4-5	136
6-10	160
11	184
12	192
13	200
14	208
15	216
16+	224

5. Accrual of Annual Vacation Leave- Public Safety Dispatchers I/II. Vacation time shall be accrued on a pro rata basis per pay period in accordance with the following annual schedule for Public Safety Dispatchers:

<u>Years of Employment</u>	<u>Hours Earned Per Year</u>
1-3	80
4-5	96
6-10	120
11	144
12	152
13	160
14	168
15	176
16+	184

Effective the pay period following ratification of this Agreement, for purposes of the above accrual rates, "Years of Employment" includes aggregate time an employee has served in a public safety dispatch position with the City and any other law enforcement agency, as verifiable by POST or through the new employee background check process.

6. Scheduling and Carryover of Vacation Time.

- a. The times during the year when an employee may take vacation shall be determined by the Police Chief with due regard for the wishes of the employee and particular regard for the needs of the service and public safety.
- b. If the requirements of the service are such that an employee cannot take part or all of the accrued annual vacation in a particular year, such vacation shall either be taken during the following calendar year or paid for at the discretion of the Police Chief in consultation with the City Manager.
- c. Any eligible employee may defer as many working days of vacation as was accumulated during the previous calendar year to the succeeding calendar year, subject to provisions of Personnel Rules and Regulations adopted September 13, 2000 and as subsequently amended.
- d. Employees who terminate employment shall be paid in a lump sum for all accrued vacation leave earned prior to the effective date of termination.
- e. Employees are encouraged to take their vacation off with pay. However, Public Safety Dispatchers, Public Safety Dispatch Supervisor, and Police Service Specialists may receive a cash payment for forty (40) hours of vacation leave per fiscal year. In compliance with IRS regulations, employees must make an irrevocable election to receive a cash payment of vacation leave hours prior to accruing those hours. Employees must submit an irrevocable election form to Human Resources no later than December 31 of the year prior to the year in which the vacation leave will be accrued and paid out. An employee may elect to apportion the forty (40) hours between no more than two (2) pay periods per year, limited to the amount of vacation leave accrued as of the time of the cash out. For example, a full-time employee accruing eighty (80) hours of vacation leave per year, accrues at a rate of 3.0769 hours per pay period. It will take this employee seven (7) pay periods to accrue twenty (20) hours sought to be cashed out. Therefore, the employee could not receive a cash payment for twenty (20) hours until the eighth pay period of the year.

B. Sick Leave

Sick leave shall not be considered as a right to be used at the employee's discretion, but shall be allowed only in case of necessity and actual personal illness or disability in accordance with the Personnel Rules and Regulations adopted September 13, 2000 and as subsequently amended.

1. Sick leave shall be earned at the rate of eight (8) hours for each calendar month of service.

Regular part-time employees who work in a position budgeted for less than full-time, but more than 1,040 hours per year, shall be credited sick leave on a prorated basis. For example, part-time employees regularly scheduled to work twenty (20) hours per week accrue at a rate equal to four (4) hours for each calendar month of service.

2. In order to receive compensation while absent on sick leave, the employee shall notify his or her immediate supervisor or other appropriate department person prior to, or within one (1) hour before the time set for beginning the daily duties, or as may be specified by the Police Chief.
3. An employee may be required to file a physician's certificate pursuant to City policy and/or law. However, nothing in this provision shall be construed that any employee waives any right of privacy guaranteed under state and/or federal law.
4. Sick Leave may be used in accordance with California's Paid Sick Leave law, as it may from time to time be amended. Under current law, an employee may use paid sick leave for one of the following reasons:

- For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.
- For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:
 - A child, which for purposes of this provision means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
 - A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
 - A spouse.
 - A registered domestic partner.
 - A grandparent.
 - A grandchild.
 - A sibling.

Sick Leave may be used to obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

- A temporary restraining order or restraining order.
- Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
- To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
- To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

5. No payment shall be made for unused sick leave at termination of employment whether voluntary or involuntary, except that upon retirement under CalPERS, unused sick leave shall be treated as additional time in service for the purpose of computing retirement benefits.

C. Holidays:

1. Sworn employees shall accrue vacation in lieu of holiday time on a pro rata basis per pay period for an annual total of ninety-six (96) hours. Effective the pay period following ratification of this Agreement, accrual rate shall be increased to the pro rata basis per pay period equivalent of one-hundred and sixteen (116) hours annually.
2. Civilian employees shall accrue vacation in lieu of holiday time on a pro rata basis per pay period for an annual total of one-hundred and sixteen (116) hours.

D. Jury Duty Leave

Every employee who is summoned for jury service shall be entitled to be absent from their regular duties with the City during the period of jury service or while necessarily being present in court as a result of such summons. Under such circumstances, the employee shall be paid the difference between their full pay and any payment they receive for jury service, except travel pay. To receive pay for jury service, employees must provide evidence of jury summons and subsequent jury duty hours to the Department and endorse to the City the compensation received from the court for jury service. If an employee is called for jury service on a scheduled day-off, that time shall not be recorded on the timesheet nor shall it be counted as time worked when determining a forty (40) hour work week.

Public Safety Dispatchers working night shifts who must appear for jury service during their regularly scheduled work-week may request to be removed from the schedule and receive their regular pay for the shift immediately preceding or the shift immediately following the first day called for jury service. If the Public Safety Dispatcher requests such time off, the Public Safety Dispatcher shall not be denied the request, absent extraordinary circumstances where minimum staffing levels cannot be maintained, even using overtime. If the Public Safety Dispatcher is selected for jury service, the employee will notify the Public Safety Dispatch Supervisor immediately and will be flexed to a day shift for the duration of the employee's jury service.

E. Attendance

Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays, and leaves. Failure on the part of an employee absent without leave, to return to duty within seventy-two (72) hours after notice shall be cause for immediate discharge.

SECTION 13. UNIFORMS

A. Uniform Purchase Allowance

1. Sworn Employees - The City shall provide each new sworn employee with the following uniforms: one (1) full Class-A uniform; two (2) full Class C uniforms; shoes/boots; cold weather jacket and raingear. The city shall also provide each new sworn employee with the following safety equipment: firearm, holster(s) and magazines; ballistic vest with internal and external carrier; and duty belt with authorized safety equipment as specified in Department Regulations.

Employees are responsible for the care and maintenance of the above safety equipment, which will be considered City property.

For employees hired before the adoption of this agreement, the City shall replace damaged, expired, and worn safety equipment, excluding firearm, holster(s), magazines and ballistic vest with internal and external carrier, as necessary.

For employees hired on or after the adoption of this agreement, the City shall replace damaged, expired and worn safety equipment, as specified above, as necessary.

For CalPERS Classic members, the initial uniform value (\$2,000.00) is considered special compensation and will be reported to CalPERS in accordance with CalPERS directions.

2. SWAT and EOD Members- Sworn employees who become new SWAT or EOD members will be provided six hundred (\$600.00) lump sum one-time only payment for safety equipment. It is the responsibility of the employee to obtain and maintain these items. Eligible items are those items specified in Department Regulations.
3. Motorcycle Officers/Corporals/Sergeants- Upon selection as a Motorcycle Officer/Corporal/Sergeant, and successful completion of the basic motor officer training, the City shall provide each employee with the following safety equipment: one (1) helmet, one (1) approved motorcycle safety jacket, two (2) pairs of motorcycle safety pants, one (1) pair of motorcycle safety boots, one (1) pair of winter safety gloves, one (1) pair of warm weather safety gloves, one (1) pair of safety sun-glasses, and one (1) pair of clear safety glasses.
 - a. Employees are responsible for the care and maintenance of the above safety equipment, which will be considered City property. The City shall replace damaged and worn items as necessary.
 - b. Helmets shall be inspected annually for defects or damage that may necessitate replacement of the helmet.
4. Bicycle Officer- Upon selection as a bicycle Officer/Corporal/Sergeant, and successful completion of the bicycle officer training, the City shall provide each employee with the following safety equipment: one (1) helmet, one (1) approved bicycle safety jacket, two (2) pairs of bicycle safety pants, two (2) bicycle safety shirts, and one (1) pair of safety gloves.

- a. Employees are responsible for the care and maintenance of the above safety equipment, which will be considered City property. The City shall replace damaged and worn items as necessary.
 - b. Helmets shall be inspected annually for defects or damage that may necessitate replacement of the helmet.
5. Civilian Employees- New civilian employees required to wear a uniform by the Police Chief will be provided five hundred dollars (\$500) for the purchase of uniforms and equipment. These uniforms and equipment are to be considered personal property. It is the responsibility of the employee to obtain and maintain these items. Eligible items are those specified in the Departmental Regulations.

B. Uniform Replacement Allowance:

1. Sworn Employees- The City agrees to provide a uniform replacement allowance for each eligible sworn employees of one thousand five hundred dollars (\$1,500) per fiscal year for the cost of replacing eligible uniform items. Eligible items are those specified in Departmental Regulations. Sworn employees shall begin receiving the replacement allowance on the next regular replacement allowance disbursement date following completion of at least one (1) year of service.
2. Special Assignments- The City agrees to provide a uniform replacement allowance for each SWAT, EOD, Canine, Motorcycle Officer/Corporal/Sergeant or bicycle Officer/Corporal/Sergeant two hundred and fifty dollars (\$250.00) per fiscal year for the cost of replacing eligible uniform items. Eligible items are those specified in Departmental Regulations. Employees shall begin receiving the replacement allowance on the next regular replacement allowance disbursement date following completion of at least one (1) year of service in the special assignment. Employees assigned to multiple special assignments will receive the allowance for each assignment.
3. Civilian Employees- The City agrees to provide uniform replacement allowance for each eligible civilian employee who is required by the Police Chief to wear a uniform of four hundred dollars (\$400.00) per fiscal year for the cost of replacement and maintenance. Eligible items are those specified in Departmental Regulations. Employees shall begin receiving the replacement allowance on the next regular replacement allowance disbursement date following completion of at least one (1) year of service.
4. One-half of the uniform replacement allowance will be paid during a pay period in July and one-half of the uniform replacement allowance will be paid during a pay period in January.
5. The City retains the discretion to prorate allowance payments to any employee who has not been on duty for an extended period due to leave or other similar circumstance.
6. For CalPERS Classic members, uniform replacement allowance is considered special compensation and will be reported to CalPERS each pay period on a pro-rated basis.

C. Uniform Cleaning Allowance:

The City agrees to pay employees who are required to wear a uniform one hundred fifty dollars (\$150) per fiscal year as a "uniform cleaning allowance" to be used for the specific and limited purpose of having cleaned and otherwise maintained those items of uniform the City requires them to wear during the performance of their assigned duties. City agrees to pay eligible employees one-fourth (1/4) of the uniform cleaning allowance at the end of each quarter during each fiscal year.

For CalPERS Classic members, uniform cleaning allowance is considered special compensation and will be reported to CalPERS each pay period on a pro-rated basis.

D. Uniform Policy:

1. Employees shall comply with the uniform and dress policies contained in the Department Manual at all times while on duty. Any change in this policy shall be agreed upon between the Police Chief and the Association.
2. Covered employees will be subject to periodic inspection by staff to review the condition and maintenance of their uniforms. Employees found to be in violation of the standards contained in the Department Manual, including, but not limited to, condition and cleanliness of uniform items and conformation of uniform items to those agreed upon by the Police Chief and the Association, will be subject to removal from duty, without pay, until such conditions are corrected. Such removal and loss of pay shall not be deemed disciplinary action; provided, that nothing contained herein shall prevent the City from maintaining independent disciplinary action for failure to comply with the provisions of this section.
3. Uniforms that have been darned or repaired shall not be worn unless the repair is such that it will not be noticed. Frayed collars or cuffs will not be allowed. At the time of purchase, uniforms will be altered to fit. Uniforms will be clean and pressed and shoes/boots will be in good repair and polished.

E. Repair and Replacement of Damaged Uniforms/Equipment:

Employees shall be reimbursed for the repair and replacement of personal property damaged in the course of employment and performance of their assigned duties without fault or negligence on the part of the employee as provided in this provision. The option to replace damaged items and to determine whether replaced property shall be returned to the employee rests with the City. The intent of this benefit program is to permit reimbursement for the repair and replacement of such items as eye glasses, hearing aids, dentures, watches, uniforms, or professional equipment if necessarily worn or carried by the employee in the course of their employment. Reimbursement shall not be authorized in connection with ordinary wear and tear.

1. This benefit program shall not apply to the following:
 - a. Losses by mysterious disappearance or theft.
 - b. Losses of precious or semi-precious stones from setting in watches, eye-glasses, and other normal utilitarian items.
 - c. Losses of any automobile or other vehicle, unless required by state law.
 - d. Losses to the property of other when in the care, security or control of the employee.

- e. Losses of money.
 - f. Losses resulting from acts of negligence on the part of the employee.
2. In the event the employee has insurance covering the loss to which this benefit program applies, the benefits afforded under this MOU shall apply only as excess benefits to that paid under the employee's insurance.
 3. The provisions of this benefit program shall not apply if the employee has concealed or misrepresented any fact or circumstance concerning the subject of their loss, their interest therein, or in the case of any fraud or false statements by the employee relating thereto.
 4. In no event shall City be liable for more than five hundred dollars (\$500) for any individual item or for more than one thousand dollars (\$1,000) for all losses occurring in a single fiscal year.
 5. Claims will be paid only under the following circumstances:
 - a. Claimant must submit proof of purchase and purchase price for the item claimed, or the claim will be denied.
 - b. Claims will be paid on the basis of original purchase price (not replacement value) less depreciation as set out below.
 - c. The purchase price will be depreciated at the rate of thirty-three and one third percent (33 1/3%) per year, prorated from the date of purchase.
 - d. Employee claimant must notify the Department if the damage is the direct result of the actions of another (e.g., combative arrest or foot pursuit) and if request for restitution has been made.

F. Safety Equipment

In the event the City determines to purchase safety equipment for employees, the Police Chief, or their designee, shall consult with Association representatives regarding the kinds and specifications of equipment to be purchased before the Police Chief finalizes their recommendation thereon to the City Manager.

G. Safety Eye Glass Program

The City agrees to extend the City Safety Eye Glass Program to employees. The City will prepare and distribute to employees a description of this program and the procedures to be followed by them to take advantage of this City financed employment benefit.

SECTION 14. EXTRA- DUTY ASSIGNMENTS.

A. General

Public or private individuals or entities can contract with the City to provide Sworn employees to provide Supplemental Police Services (extra-duty assignments) as provided for in Department Policy.

B. Officer Assignment

1. ~~Sworn employees who desire to be placed on the availability rotation list to work extra-duty assignments must be full-time sworn employees.~~
2. Sworn employees working extra-duty assignments must fully comply with Davis PD Policy and Procedure 1.05-A (Extra-duty and Off-duty Employment). The provisions of this MOU shall prevail over any inconsistent provisions of the Davis PD Policy and Procedure 1.05-A (Extra-duty and Off-duty Employment).
3. Sworn employees on sick leave, injury leave, light duty, parental leave, leave of absence, or on suspension shall not be eligible to work extra duty assignments. No sworn employee may work an extra-duty assignment within twenty-four (24) hours of the end of a shift taken as sick leave.
4. Sworn employees working extra-duty assignments are subject to all Departmental Rules & Regulations and Policies & Procedures.
5. Absent emergency situations, where no other relief is possible or otherwise reasonable, sworn employees should not work, in regular or extra-duty capacity, more than:
 - a. Sixteen (16) hours in a one (1)-day (24 hour) period, or
 - b. Thirty-two (32) hours in any two (2)-day (48 hour) period, or
 - c. Eighty-four (84) hours in any seven (7)-day (168 hour) period, or
 - d. a combined total of One hundred and forth four (144 hours) in any fourteen (14)-day pay period.
6. Sworn employees may work an extra-duty assignment during their regularly scheduled shift with prior supervisory approval, provided the sworn employee uses vacation or CTO to cover the regularly scheduled shift hours while they are working the extra-duty assignment.

C. Rate of Pay

The extra-duty assignment pay rate for all sworn employees is step 5 Police Officer plus 15 year Longevity Pay (7.5% increase above base pay) at time and one-half (1-1/2). The cost billed will be the extra-duty assignment rate, plus administrative costs, including, but not limited to, workers' compensation, liability insurance, and clerical costs.

SECTION 15. TIME ALLOCATION FOR ASSOCIATION BUSINESS.

- A. Members of the Association will be permitted to attend meetings of the Association while on-duty provided they stay available for call during the meeting and have received approval to attend such meeting from their supervisor or manager.
- B. Two (2) members of the Association who have been designated as members of the Association's Meet and Confer Team, and whose names have been submitted in writing to the City Manager, will be permitted to meet with City's Meet and Confer Team during work-time, if necessary, provided approval to attend has been obtained from their supervisor or manager.
- C. Members of the Association may meet with a board member during on-duty hours for the purpose of discussing, formulating, and filing grievances; however, both the board member and the employee who has filed the grievance must obtain permission from their supervisor or manager to discuss the grievance during duty hours. The board member will attempt to minimize the on-duty time spent on such matters.
- D. Upon prior approval of the Police Chief, six (6) employees who are members of the Association Board of Directors and/or the negotiating team members will be permitted up to thirty-two (32) hours each, per calendar year, of normally scheduled on-duty time for purposes of attending conferences or training specifically directed to the subject of employer-employee relations. The City shall assume no obligation whatsoever for any costs or expenses that are incurred in connection with the attendance of the designated the Association member at such conference or training; nor will the City grant any benefits of any kind to the extent that such designated employee member of the Association attends the conference or training while not regularly scheduled to be on duty.
- E. Upon prior approval of the City Manager, the Association may twice annually receive a fee waiver to use a city facility and/or park or other city recreation area, subject to any reasonable rules the City Manager may require.

SECTION 16. MUTUAL AID/DECLARED DISASTER EMERGENCY

To the extent that the City costs are reimbursable by the federal or state government, the City agrees to pay the Association member's time and one-half their regular rate of pay for all time away from Davis outside of regularly scheduled working hours. The event must be a declared disaster and eligible for reimbursement by the federal or state government. It is the intent of the City to pay as usual and then the City will request reimbursement of the federal or state government and if the City is reimbursed then the City will adjust the pay of the employees who worked the declared disaster.

SECTION 17. TAKE HOME VEHICLES

The 20 mile restriction on the assignment of City-owned vehicles for permanent overnight home retention contained in City Administrative Policy, will not apply to bargaining unit employees assigned a motorcycle or to the Investigations Division who are subject to being called back to work during their off duty hours in order to conduct investigatory activities. The Police Chief shall have the discretion to assign City owned vehicles to such employees for permanent overnight home retention who live within a forty (40) mile radius of the City.

SECTION 18. OTHER TERMS AND CONDITIONS.

All terms and conditions of employment, regulations and administrative practices which are within the scope of representation and which are not expressly amended by this MOU shall remain unchanged during the term of this MOU. This MOU is the entire agreement of the parties.

Notwithstanding the preceding, City and Association agree to meet and confer during the term of this Agreement relative to updating provisions and wording within the Employee Policy Handbook (Policies and Procedures).

SECTION 19. LAYOFF GUIDELINES

The City will amend the Personnel Rules and Regulations section related to Layoff Guidelines to reflect that for sworn employees, the layoff guidelines would be implemented based on time in rank and grade.

SECTION 20. GRIEVANCES.

The grievance procedure stated in Article XIII of Resolution No. 2553, Series 1978, as from time to time amended (the City of Davis Personnel Resolution), shall be the exclusive method of adjusting grievances between the City and the Association .

SECTION 21. DISCIPLINE

- A. The City agrees to automatically remove Written Reprimands from an employee's personnel files after five (5) years and six (6) months, provided the Written Reprimand is not referred to in a subsequent disciplinary document. Then removal of such discipline would be left to the discretion of the City Manager.
- B. The City agrees that Article VII of the City of Davis Personnel Rules and Regulations shall be modified as follows when applied to employees represented by the Association:
-

Section 7.7. Disciplinary Procedures for Major Discipline.

- A. Charges for Suspension, Merit Decrease, Demotion or Dismissal. Where the recommended discipline is major, as defined, a preliminary written statement of charges, signed by the Police Chief, or their designee, supporting the discipline shall be served on the employee. Service of the preliminary written statement of charges shall comply with Government Code Section 3304(d) and be made at least five (5) days before a pre-disciplinary hearing pursuant to Section 7.7(C). The charges shall state:
1. The recommended discipline.
 2. The reasons for the discipline.
 3. The names of witnesses to the incident(s) precipitating the discipline if applicable.
 4. The identity of any written documents and other materials relied upon to support the discipline or that are otherwise pertinent to the discipline.
- B. Service of Charges. Service of the preliminary written statement of charges shall be made by:
1. Personally giving the employee a copy; or
 2. If personal delivery is infeasible, then by one of the following:
 - a. A recognized overnight delivery service (e.g., Federal Express).
 - b. U.S. Postal Service overnight mail.
 - c. U.S. registered or certified mail, with a return receipt.
 - d. Any other reasonable method that is normally employed in commerce to deliver items of importance from one person or entity to another, where proof of service is obtained.

Service is deemed complete when either one of the preceding steps is taken.

C. Pre-Disciplinary Hearing Procedure (Skelly Hearing).

1. The pre-disciplinary hearing procedure (*Skelly Hearing*) is an informal hearing process intended to provide the accused employee with an opportunity to present a written or oral response to the Police Chief, or their designee, after having had an opportunity to review

the supporting materials and prior to imposition of any discipline. The employee shall consider the following:

- a. The response is not intended to be an adversarial or formal hearing.
 - b. Although the employee may be represented by an uninvolved representative or legal counsel, the response is not designed to accommodate the presentation of testimony or witnesses.
 - c. The employee may suggest that further investigation could be conducted or the employee may offer any additional information or mitigating factors for the Police Chief, or their designee, to consider.
 - d. In the event that the Police Chief, or their designee, elects to cause further investigation to be conducted, the employee shall be provided with the results of such further investigation prior to the imposition of any discipline.
 - e. The employee may thereafter have the opportunity to further respond orally or in writing to the Police Chief, or their designee, on the limited issues or information raised in any subsequent materials.
 - f. The hearing shall be digitally recorded. The person conducting the hearing shall keep a written record.
2. Once the member has completed their pre-disciplinary response, or if the member has elected to waive any such response, the Police Chief shall consider all information received in regard to the recommended discipline. The Police Chief shall render a timely written decision within 30 days to the member and specify the grounds and reasons for discipline and the effective date of the discipline. Once the Police Chief has issued a written decision, the discipline shall become effective. If the decision of the Police Chief is to reject the discipline, the employee will be so notified. If the decision of the Police Chief is to reduce the level of discipline to a minor discipline, the reduced discipline will be imposed. If the decision of the Police Chief is to proceed with the imposition of major discipline, whether as originally proposed or as modified, the employee will be served with a notice of discipline, which includes the final statement of charges. The statement of charges will contain a synopsis of the *Skelly* Hearing, the matters set forth in Section 7.7(A) and notice of the right of appeal as provided by Section 7.10.

Section 7.9. Appeal from Minor Discipline. Oral warnings and documented counseling are not subject to appeal. A written reprimand may be appealed to the City Manager. The appeal must be in writing. It must be filed with the City Manager within five (5) working days after the reprimand is finalized and given to the employee. The City Manager or their designee, will conduct an investigation of the facts as warranted. The City Manager shall issue a decision in writing and may uphold, revise or rescind the reprimand. The decision of the City Manager is final and must include notice to the appellant that the time within which judicial review must be sought is governed by Code of Civil Procedure Section 1094.6 as described in Section 7.10 of these rules.

Section 7.10. Appeal from Major Discipline.

- A. An employee who has been dismissed, given a suspension or merit decrease, or demoted, may appeal to the Personnel Board. The appeal must be filed in writing. It must be filed with the City Manager or designee within ten (10) working days after service of the notice of discipline.

An evidentiary hearing shall be held on the appeal. The City Manager or designee shall arrange for an appeal hearing before the Personnel Board to commence within sixty (60) days of receipt of such written request. If unusual circumstances warrant, the appellant and the City Manager or designee may agree in writing that the date of hearing be extended for a specified period of time. The time in which to commence the hearing may be extended if the Board is unable to convene. The City Manager or designee shall provide at least seven (7) days written notice of the date, time and place of hearing to the appellant and to the disciplining authority. The hearing shall be closed to the public unless the appellant requests, in writing, an open hearing at the time the appeal is submitted.

- B. The procedures of the hearing shall be determined by the Personnel Board, which may establish its own reasonable rules for the conduct of appeal hearings. To the extent it is possible and appropriate, hearings shall be informal. Technical rules of evidence need not be followed. Any evidence which reasonable persons may rely on in the conduct of serious affairs shall be admissible, as determined by the Personnel Board; provided, however, that hearsay, properly objected to, and standing alone, shall not be competent to prove a charge. Witnesses shall be examined under oath. The proceedings shall be recorded and/or stenographically reported. The Personnel Board may include within the rules a procedure whereby each party to the disciplinary proceedings may engage in discovery from the other(s) concerning the documents to be used at the hearing and the witnesses to be called.
- C. The appellant shall personally attend the hearing, unless physically unable to do so. Unexcused failure of an appellant to appear at a hearing shall be deemed a withdrawal of the appeal.
- D. The authority imposing the discipline shall bear the burden of proof with respect to the underlying facts and the existence of good cause for the discipline imposed by a preponderance of the evidence.
- E. Within fifteen (15) days after completion of a hearing, unless waived by the parties, or because of the inability of the Personnel Board to convene, the Board shall prepare a written decision on the appeal and serve it on the appellant and the authority imposing the discipline. The decision shall include a brief statement of the case, the Board's findings of facts, with a citation to the evidence relied upon, a statement of its conclusions, and the recommended disposition of the matter. The Personnel Board's recommendation shall indicate whether the specific discipline imposed should be sustained, rejected or reduced. The decision shall be forwarded to the City Manager or designee. The City Manager or designee shall review the recommendation of the Personnel Board and may then accept, reject or modify the proposed decision. The City Manager's or designee's decision shall be in writing and issued within thirty (30) days of receiving the Personnel Board's decision. The City Manager or designee's decision shall be final. If the appellant is dissatisfied with the City Manager's or designee's decision and wishes to seek judicial review, the 90-day limitations period provided in Code of Civil Procedure Section 1094.6 shall apply. The City Manager's or designee's written decision shall include notice to the appellant that the time within which judicial review must be initiated is governed by Code of Civil Procedure Section 1094.6. A copy of the City Manager's or designee's decision shall be forwarded to the Personnel Board, the disciplining authority and the appellant. It shall be included in the appellant's personnel file.

SECTION 22. DUES CHECK-OFF

- A. The City shall deduct Association membership dues and any other agreed-upon payroll deductions to the extent permitted by law from the pay of each member employee in accordance with the procedures set forth herein.
1. Dues paying bargaining unit members who have affirmatively consented to or authorized dues deductions shall be entitled to have dues deducted by signing and filing with the Association an authorization form provided by the Association. The Association will notify the City of the employee name and amount of dues to be withheld. The dues deduction form currently in use may continue to be utilized by the Association.
 2. The City agrees to direct each member employee to the Association with regard to any questions or concerns related to membership dues or any other mutually agreed payroll deduction.
 3. The Association is responsible for providing the City with timely information regarding changes to member employees' dues and any other lawful Association related payroll deductions.
 4. Dues withheld by the City shall be transmitted monthly to the Association officer designated in writing by the Association as the person authorized to receive the funds, at the address specified.
 5. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues check-off authorized. When a member is in good standing with the Association and is in a non-pay status for the pay period when the employee's dues would normally be withheld, no dues withholding will be withheld from future earnings nor will the member deposit the amount with the City which would have been withheld if the member had been in a pay status during that period. In the case of an employee who is in a non-pay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this regard, all other legal and required deductions shall be made. In this connection, all other legal and required deductions have priority over Association dues.
 6. The Association shall refund to the City any amounts paid to it in error upon presentation of supporting evidence. The City will pay to the Association any amounts which were not deducted in accordance with the procedures prescribed in this Section.
- B. The City shall make payroll deductions in reliance on the Association's certification that the Association has and will maintain an authorization signed by each member employee who affirmatively consents to pay Association membership dues. Similarly, the City shall only cancel or modify membership dues or any other mutually agreed payroll deduction for any member employee in reliance on information provided by the Association to the extent permitted by law.
- C. The City shall not request the Association to provide a copy of any member employee's authorization unless a dispute arises about the existence or terms of the authorization.
- D. The Association shall indemnify, defend, protect and hold harmless the City and its elected and appointed officials, officers, employees, officers and agents (collectively hereafter the

“Indemnitees”) from and against any and all claims, liabilities, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, judgments, costs and expenses arising from the application of this section, including, but not limited to, any claims made by bargaining unit employees for the return of membership dues deductions the City made in reliance on the Association’s certification, and any claims made by any bargaining unit employees for any deduction cancellation or modification the City made in reliance on the information provided by the Association.

SECTION 23. INTERNAL RELATIONSHIPS GUIDELINES.

The Association agrees to maintain the existing Internal Relationship Guidelines, except as otherwise modified by this MOU. These guidelines will be updated as the need arises.

The Internal Relationships will be for the following positions:

- Police Corporal Step 5 will be set to at least ten percent (10%) above Police Officer Step 5.
 - Police Sergeant Step 5 will be set to at least fifteen percent (15%) above Police Corporal Step 5.
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SECTION 24. MANDATORY DIRECT DEPOSIT.

The Association agrees to implement mandatory payroll direct deposit for all employees covered by this MOU.

SECTION 25. COPIES OF MOU.

The City shall provide the Association with one fully executed copy of this MOU (including a conformed copy of the authorizing resolution) as soon as practicable following ratification by the City Council.

SECTION 26. TERM

The term of this MOU shall be July 1, 2019, and shall remain in effect to, and including, June 30, 2023.

SECTION 27. EFFECTIVE DATE OF CHANGES.

Economic and benefit changes will take place after adoption of this MOU, or as otherwise specified in any Section of the MOU.

SECTION 28. AB119 COMPLIANCE

This provision applies to all new employees hired into Association bargaining unit positions and is intended to comply with the provisions of AB119.

1. The City will provide the Association with not less than ten (10) calendar days' advance written notice of the time, date and location of all new employee orientation meetings, unless an urgent and unforeseeable need for a new employee orientation meeting precludes the City from providing the Association with ten (10) calendar days' advance notice. The advance notice will include the number of Association bargaining unit employees attending the orientation meetings. The City will make reasonable effort to comply with the 10-day advanced notice, however, in the event that a candidate completes the pre-employment process and is then scheduled to begin work sooner than 10 days from being cleared to start, notice will be provided as soon as reasonably possible. Notice will be made by way of email to a contact person of the Association's choice.

2. The Association will be given up to thirty (30) minutes as part of the new employee orientation meetings to present association membership information to employees in the Association bargaining unit. No more than two (2) Association representatives may present information to the new employees. Management representatives shall excuse themselves and not be present during the Association portion of the new employee orientation meetings.
3. The Association representatives who will present information at the new employee orientation meetings may do so while on duty and in uniform, provided the Association advises the Chief of Police of the names of the employees who will be presenting information on behalf of the Association at the new employee orientation meetings.
4. The above provisions shall in no way impact or delay the hire of any employee.

Information Requirements – The City will provide the Association with a digital file via email to the email address designated by the Association containing the following information for each employee to the extent the City has the information on file:

Name

Job title

Work location

Personal telephone number (may be home or cellular as provided by employee)*

Home address*

Personal email addresses on file with the City (new hires only)

*For sworn employees, personal telephone number and home address are excluded.

The above information will be provided as follows:

For new hires, at the end of each month.

Regularly for all bargaining unit employees each one hundred twenty (120) calendar days.

SECTION 29. NOTICE OF REQUEST FOR PEACE OFFICER PERSONNEL RECORDS

Upon receipt of a request for the inspection or disclosure of peace officer personnel records described in Penal Code §832.7(b), the Department and/or City shall notify the affected sworn member(s) and the designated Association representative of the request as soon as practical and no later than three days following receipt of the request. The same sworn members shall be notified not later than 5 days prior to the anticipated release of the requested material and shall be provided with an opportunity to review and propose changes to said material prior to disclosure.

DATED: 11/6/19

EMPLOYEE RELATIONS OFFICER
OF THE CITY OF DAVIS

By: 
Michael Webb

DAVIS POLICE OFFICERS
ASSOCIATION

By: 
John Renger

By: _____

EXHIBIT A

Police Records Specialist I
Police Records Specialist II
Police Records Supervisor

EXHIBIT B

Public Safety Dispatcher I
Public Safety Dispatcher II
Public Safety Dispatch Supervisor

Police Officer
Police Corporal
Police Sergeant

ATTACHMENT 1
SALARY TABLE

<u>CLASSIFICATION</u>	<u>POSITION</u> <u>#</u>	<u>GRADE</u>	<u>STEP</u>	<u>HOURLY</u>
POLICE OFFICER	42200	270	1	\$37.5112
POLICE OFFICER	42200	270	2	\$39.3865
POLICE OFFICER	42200	270	3	\$41.3558
POLICE OFFICER	42200	270	4	\$43.4237
POLICE OFFICER	42200	270	5	\$45.5951
POLICE OFFICER	42200	270	6	\$47.8748
POLICE CORPORAL	42250	265	1	\$41.2624
POLICE CORPORAL	42250	265	2	\$43.3254
POLICE CORPORAL	42250	265	3	\$45.4918
POLICE CORPORAL	42250	265	4	\$47.7663
POLICE CORPORAL	42250	265	5	\$50.1546
POLICE SERGEANT	41200	260	1	\$47.4517
POLICE SERGEANT	41200	260	2	\$49.8242
POLICE SERGEANT	41200	260	3	\$52.3154
POLICE SERGEANT	41200	260	4	\$54.9313=4
POLICE SERGEANT	41200	260	5	\$57.6776
POLICE SERVICE SPECIALIST	62320	290	1	\$22.4678
POLICE SERVICE SPECIALIST	62320	290	2	\$23.5914
POLICE SERVICE SPECIALIST	62320	290	3	\$24.7710
POLICE SERVICE SPECIALIST	62320	290	4	\$26.0095
POLICE SERVICE SPECIALIST	62320	290	5	\$27.3100
POLICE SVCS SPECIALIST SUPERVI	61560	292	1	\$31.2642
POLICE SVCS SPECIALIST SUPERVI	61560	292	2	\$32.8275
POLICE SVCS SPECIALIST SUPERVI	61560	292	3	\$34.4687
POLICE SVCS SPECIALIST SUPERVI	61560	292	4	\$36.1922
POLICE SVCS SPECIALIST SUPERVI	61560	292	5	\$38.0018
POLICE RECORDS SPECIALIST I	62640	298	1	\$18.5171
POLICE RECORDS SPECIALIST I	62640	298	2	\$19.4428
POLICE RECORDS SPECIALIST I	62640	298	3	\$20.4150
POLICE RECORDS SPECIALIST I	62640	298	4	\$21.4357

POLICE RECORDS SPECIALIST I	62640	298	5	\$22.5074
POLICE RECORDS SPECIALIST II	62650	297	1	\$20.3687
POLICE RECORDS SPECIALIST II	62650	297	2	\$21.3872
POLICE RECORDS SPECIALIST II	62650	297	3	\$22.4564
POLICE RECORDS SPECIALIST II	62650	297	4	\$23.5792
POLICE RECORDS SPECIALIST II	62650	297	5	\$24.7583
RECORDS SUPERVISOR	62060	291	1	\$30.0424
RECORDS SUPERVISOR	62060	291	2	\$31.5444
RECORDS SUPERVISOR	62060	291	3	\$33.1216
RECORDS SUPERVISOR	62060	291	4	\$34.7777
RECORDS SUPERVISOR	62060	291	5	\$36.5162
PUBLIC SAFETY DISPATCHER I	62300	285	1	\$25.8636
PUBLIC SAFETY DISPATCHER I	62300	285	2	\$27.1569
PUBLIC SAFETY DISPATCHER I	62300	285	3	\$28.5146
PUBLIC SAFETY DISPATCHER I	62300	285	4	\$29.9405
PUBLIC SAFETY DISPATCHER I	62300	285	5	\$31.4374
PUBLIC SAFETY DISPATCHER I	62300	285	6	\$33.0093
PUBLIC SAFETY DISPATCHER II	62310	286	1	\$28.4499
PUBLIC SAFETY DISPATCHER II	62310	286	2	\$29.8724
PUBLIC SAFETY DISPATCHER II	62310	286	3	\$31.3662
PUBLIC SAFETY DISPATCHER II	62310	286	4	\$32.9344
PUBLIC SAFETY DISPATCHER II	62310	286	5	\$34.5811
PUBLIC SAFETY DISPATCHER II	62310	286	6	\$36.3101
PUBLIC SAFETY DISPATCH SUPERV	61550	280	1	\$35.3633
PUBLIC SAFETY DISPATCH SUPERV	61550	280	2	\$37.1314
PUBLIC SAFETY DISPATCH SUPERV	61550	280	3	\$38.9880
PUBLIC SAFETY DISPATCH SUPERV	61550	280	4	\$40.9374
PUBLIC SAFETY DISPATCH SUPERV	61550	280	5	\$42.9843
PUBLIC SAFETY DISPATCH SUPERV	61550	280	6	\$45.1335
POLICE OFFICER TRAINEE	42220	290	1	\$22.4678
POLICE OFFICER TRAINEE	42220	290	2	\$23.5914
POLICE OFFICER TRAINEE	42220	290	3	\$24.7710
POLICE OFFICER TRAINEE	42220	290	4	\$26.0095
POLICE OFFICER TRAINEE	42220	290	5	\$27.3100