

**MEMORANDUM OF UNDERSTANDING**

**Between**

**THE DAVIS POLICE OFFICERS ASSOCIATION**

**And**

**THE CITY OF DAVIS**

**July 1, 2010 to June 30, 2012**

**RESOLUTION NO. 10-131, SERIES 2010**

**RESOLUTION ADOPTING 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

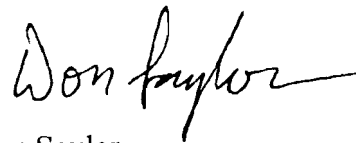
WHEREAS, the Association has previously ratified the terms and conditions of the MOU.

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

PASSED AND ADOPTED by the City Council of the City of Davis this 2<sup>nd</sup> day of August, 2010 by the following vote:

AYES: Krovoza, Souza, Swanson, Saylor

NOES: Greenwald



Don Saylor  
Mayor

ATTEST:



Zoe S. Mirabile, CMC  
City Clerk

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

THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as “MOU” or “AGREEMENT” is made and entered into by and between the CITY OF DAVIS, hereinafter referred to as “CITY”, and DAVIS POLICE OFFICERS ASSOCIATION, hereinafter referred to as “ASSOCIATION”, on behalf of all employees of the Police General Unit represented by ASSOCIATION, pursuant to California Government Code sections 3500 et seq., and 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 CITY'S aforesaid resolution; and, having reached agreement on changes to be made in employment benefits and conditions for the two year period commencing July 1, 2010, and ending June 30, 2012, 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.

## **SECTION 1. COMPENSATION**

### **A. SALARY REDUCTIONS**

CITY and ASSOCIATION agree the following shall be the salary reduction percentages for the term of this AGREEMENT:

1. The January 1, 2010 hourly rates for SWORN EMPLOYEES shall be reduced by three percent (3.0%) effective beginning the first day of the first pay-period after City Council approval of this AGREEMENT.
2. The January 1, 2010 hourly rates for CIVILIAN EMPLOYEES shall be reduced by one and one-half percent (1.5%) effective beginning the first day of the first pay-period after City Council approval of this AGREEMENT.

### **B. FURLOUGHS**

1. CIVILIAN EMPLOYEES shall take (forty-eight) 48 floating furlough hours during FY2010/11. CIVILIAN EMPLOYEES may take their furlough hours in four (4), eight (8), or twelve (12) hour increments; however, the CITY may not require the CIVILIAN EMPLOYEE take more than eight (8) hours of furlough leave in any single pay-period.
2. CIVILIAN EMPLOYEES shall take twenty-four (24) floating furlough hours during FY2011/12. CIVILIAN EMPLOYEES may take their furlough hours in four (4), eight (8), or twelve (12) hour increments; however, the CITY may not require the CIVILIAN EMPLOYEE take more than eight (8) hours of furlough leave in any single pay-period.
3. The floating furlough time off will be scheduled by the CITY with at least 14-days notice to the CIVILIAN EMPLOYEE. However, a CIVILIAN EMPLOYEE may use unpaid furlough time off in lieu of using properly granted vacation or sick leave at their election. The scheduling of furlough time off may not result in the approval of overtime to other employees in order to meet minimum staffing requirements.
4. Employees whose positions have already been downgraded or changed from full-time to part-time or part-time 75% to part-time 50% because of budget cuts in FY2010/2011 will not be required to take furlough days in FY2010/2011 but will be required to take furlough days in FY2011/2012.

### **C. SALARY INCREASES**

1. Effective July 1, 2011 SWORN EMPLOYEES will receive a two percent (2%) salary increase.

2. Effective July 1, 2011 CIVILIAN EMPLOYEES will receive a three and one-half percent (3.5%) salary increase (two percent of the increase is to offset the EMPLOYEES picking up two percent of the employee portion of CalPERS as described in Section 4. PERS below).
3. Effective January 1, 2012 SWORN EMPLOYEES will receive a two percent (2%) salary increase.

## **SECTION 2. BENEFITS**

### **A. §125 FLEXIBLE BENEFIT PLAN**

In accordance with “The City of Davis Flexible Benefits Plan” adopted November 21, 2006, the CITY provides a 125 Flexible Benefit Plan (“The Plan”). The regular and intended effect of the Plan, under current law, is to enable EMPLOYEES to choose between (a) the receipt of benefits which may not be subject to either State or Federal income tax or (b) a cash benefit which is subject to tax, but is not included in the EMPLOYEE’S hourly rate. The details of Plan eligibility and operational requirements are set forth in the Plan documents.

1. Once enrolled in a cafeteria distribution plan, EMPLOYEES will only be permitted to modify the plan on the same basis as changes are permitted in health and dental insurance plans, that is, during open enrollment periods and when the EMPLOYEE’S dependent status changes.
2. The CITY shall make a monthly contribution as set forth below to each eligible member of the unit to be used toward the § 125 Flexible Benefit Plan. These funds shall only be used for qualified benefits as provided for in IRC § 125. Excess benefit dollars shall be added to each EMPLOYEE’S taxable earnings subject to the limitations set forth in Section B below.
  - a. All EMPLOYEES must enroll in one of the PERS health program plans unless they submit to the CITY proof of other health coverage as referenced below in the information section.
  - b. EMPLOYEES who fail to complete this requirement will be enrolled in the lowest cost health insurance policy the CITY offers through CalPERS.
3. EMPLOYEES who meet the requirement shall be allowed to utilize their § 125 Flexible Benefit Plan contributions for any of the other qualified benefits as provided for in IRC § 125.
4. 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 would receive prorated benefits based on the percentage of

full-time equivalency. For example a regular employee budgeted at 30 hours per week will receive 75% of cafeteria benefit.

## **B. CITY § 125 BENEFIT CONTRIBUTION AND CASH IN LIEU**

1. The following provision applies to EMPLOYEES hired prior to August 9, 2010. CITY will make available to each covered EMPLOYEE a monthly amount equal to the sum of the following health and dental benefits. This amount can be used to either pay for the benefit or it may be taken, up to specified limits, as cash in lieu if the above criteria are met. The amount allotted for health and dental premiums is the only CITY contribution that can be taken as cash in lieu, and the cash in lieu option for current EMPLOYEES is capped at a maximum of \$1,496.80 per month effective August 9, 2010 and up to \$1,428.76 per month effective July 1, 2011.
2. The following provision applies to EMPLOYEES hired on or after August 9, 2010. A lower “cash out” cap applies. If the EMPLOYEE uses any portion of the health and/or dental insurance benefit, then the difference between the actual premium paid on behalf of the EMPLOYEE and \$500 can be cashed-out each month, provided a proper election has been made. If the EMPLOYEE has outside health/dental insurance coverage, such as through a spouse, domestic partner or alternative retirement, the EMPLOYEE can cash-out a maximum of \$500 per month, provided a proper election has been made. For example, if an EMPLOYEE elects a health or dental benefit of \$150 then the maximum cash out amount would be \$350. If an EMPLOYEE elects benefits over the \$500 maximum amount, then the EMPLOYEE would receive no cash out benefit.
3. Any and all “cash outs” will be treated as taxable earnings.

## **HEALTH BENEFITS CONTRIBUTION**

Effective December 1, 2010, CITY will contribute up to the first three percent (3%) of any increases in health premiums (set to Kaiser-Bay Area Employee +2 plan). EMPLOYEE will contribute up to the next additional three percent (3%) of health premium increases for the benefit year. Any increase in the premium above six percent (6%) will be shared equally (50/50 cost sharing) between CITY and EMPLOYEE. The additional contribution percentage by the CITY for December 2010 will be 3.42% for a total monthly contribution of paid by the CITY of \$1,432.02.

Effective December 1, 2011, CITY will contribute up to the first three percent (3%) of any increases in health premiums (set to Kaiser-Bay Area Employee +2 plan). EMPLOYEE will contribute up to the next additional three percent (3%) of health premium increases for the benefit year. Any increase in the premium above six percent (6%) will be shared equally (50/50 cost sharing) between CITY and EMPLOYEE. The new base rate for this calculation will be \$1,432.02.

## **DENTAL BENEFITS CONTRIBUTION**

Effective July 1, 2011, and continuing for the term of this AGREEMENT, CITY shall contribute towards each EMPLOYEE's cafeteria benefit plan the total monthly premium, for the term of this contract, effective July 1, 2010 for the CITY'S self-funded dental plan for employee with two or more dependents. CITY will continue to include unmarried dependents through age 22.

## **LIFE INSURANCE & LONG-TERM DISABILITY BENEFIT**

Participation in the life insurance and long term disability insurance is mandatory and these premiums may not be taken as cash in lieu.

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.

1. Effective July 1, 2010, and continuing for the term of this AGREEMENT, CITY shall contribute towards each EMPLOYEE's cafeteria benefit plan the amount to purchase a \$30,000 policy. Purchase of this policy is mandatory.
  - a. This policy will carry an accidental death and dismemberment (AD&D) rider. The AD&D rider provides a benefit of up to \$30,000 subject to the terms and conditions of the policy.
2. The CITY shall provide long term disability (LTD) insurance coverage for all EMPLOYEES. Effective January 1, 2010, and continuing for the term of this AGREEMENT, CITY shall contribute towards each EMPLOYEE's cafeteria benefit plan the amount to purchase the Long Term Disability Benefit provided in City of Davis Self-Insured Long Term Disability Plan. Purchase of this policy is mandatory.
  - a. Current Benefits  
Up to 66 2/3% of the monthly salary. Payments to be paid during the disability until age 65. See City of Davis Self-Insured Long Term Disability Plan passed and adopted by City Council on December 5, 2001.
  - b. Waiting Period  
Benefits shall begin 30 calendar days after occurrence.

## **OPTIONAL BENEFITS**

The CITY agrees to make available to each covered 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 \$10,000. The option to increase or decrease coverage shall be exercisable during open enrollment periods.

## 2. FLEXIBLE SPENDING ACCOUNTS

IRC § 125 provides additional tax advantages, allowing for the establishment of individual employee savings accounts called Flexible Spending Accounts (FSA). This alternative allows EMPLOYEES to cover the following on a pretax basis at no cost to the CITY:

- a. Uncovered Health Care Expenses up to \$3,000
- b. Dependent Care Expenses up to \$5,000

## 3. VISION CARE

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

## **INFORMATION**

Amounts will be made available to the EMPLOYEE to pay premiums for enrollment of the EMPLOYEE and their dependents in CITY sponsored health and dental insurance programs of the EMPLOYEE's choice. Enrollment of the employee and their dependents in CITY sponsored health programs is mandatory unless proof of acceptable current alternate coverage is presented. Subject to the caps as stated above, any amount in excess of the premiums required for the health and dental insurance coverage selected by the EMPLOYEE will be added to the EMPLOYEE'S gross pay prior to income tax withholding and paid with bi-weekly paychecks.

## **MEDICAL BENEFIT PREMIUMS FOR RETIREES**

### A. Premium and Vesting

CITY shall contribute to eligible retirees an amount up to 100% 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. The percentage of CITY contribution available to any retiree is subject to the vesting requirements below.

Effective January 1, 2011, CITY and ASSOCIATION agree to implement the CalPERS Retiree Medical Vesting for all current and new employees. The CITY'S contribution shall continue to be based on Kaiser-Bay Area rate for employee and two or more dependents.

To be eligible for any post-retirement health benefits, an EMPLOYEE must complete at least five (5) years of CalPERS-credited service with the City of Davis and retire from the City of Davis. However, once an EMPLOYEE has completed five (5) years of service with the City of Davis, their eligibility for post retirement health benefits will include all years of Cal PERS-credited service. Those EMPLOYEES who complete five (5) years of service with the City of Davis, but who have less than 10 total years of PERS-credited service, will receive the CalPERS minimum contribution set forth in Government Code section 22892 as it may, from time to time, be amended. EMPLOYEES who retire from the City of Davis after meeting the service requirement stated above, and who have at least a total of ten (10) years of CalPERS-credited service, will receive a CITY contribution towards their post-retirement health benefits as follows:

Total Credited Years Years of Service	Percent of City Contribution
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20	100%

**B. Application to Those Who Retire Before January 1, 2015.**

City will work to minimize the effects of the vesting program described above in Section A on current employees (i.e. those hired on or before the implementation date of this AGREEMENT) by allowing employees who retire prior to January 1, 2015 to retire subject to the following:

1. For EMPLOYEES hired by the CITY before July 1, 1996, if such employee retires from CITY service and is otherwise eligible for some CITY payment of health care premiums upon retirement per Section A above, the City will supplement the employee's Section A health benefit up to the amount equal to 100% of the premium for the group health insurance plan available from Kaiser-Bay Area for an employee and two or more dependents sponsored by the CITY through Public Employees Retirement System.
2. For all EMPLOYEES hired by the CITY on and after July 1, 1996, if such EMPLOYEE retires from CITY service and is otherwise eligible for some CITY payment of health care premiums upon retirement per Section A above:

- a. For the time period between the EMPLOYEE'S retirement and age 60, CITY shall pay the greater of either: (i) the employee's benefit per Section A above or (ii) 50% of the actual premium for the group health insurance plan selected by the retiree not to exceed the CalPERS rate for Kaiser-Bay Area sufficient to provide coverage for an eligible employee with two or more dependents. The employee shall pay the balance.
- b. For the time period after the employee turns age 60, the CITY shall pay the full cost of the actual group health insurance plan selected by the retiree not to exceed the PERS rate for Kaiser-Bay Area rates sufficient to provide coverage for an eligible employee with two or more dependents.

C. No Cash In Lieu

Retirees are not eligible for any cash in lieu of health benefits.

**DENTAL BENEFITS FOR RETIREES**

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 for an eligible employee and two or more dependents.

**SECTION 3. SPECIAL COMPENSATION**

A. INVESTIGATIONS SPECIAL ASSIGNMENT PAY

1. The CITY agrees to continue the Investigations Special Assignment pay for SWORN EMPLOYEES assigned to the Investigations Division or to Professional Standards.
  - a. Upon appointment to the Investigations Division, or to Professional Standards, SWORN EMPLOYEES will receive a one percent (1%) increase above their base salary.
  - b. Thereafter, SWORN EMPLOYEES will be granted additional one percent (1%) increases above their base salary on the anniversary of their appointment date to the assignment based on meeting or exceeding their Position Performance Standards and with concurrence of the Police Chief.
  - c. No more than a one percent (1%) increase may be granted in any one year period and the total Investigations Special Assignment pay shall not exceed five percent (5%).
  - d. SWORN EMPLOYEES leaving the assignment prior to their next evaluation date are not eligible to receive any additional increases, unless they return to the Investigations Division or to Professional Standards, in which case they may continue to earn additional pay increases, not to exceed a total of five percent (5%).
  - e. SWORN EMPLOYEES shall continue receiving their Investigations Special Assignment pay after transferring out of the assignment; however, this

provision should not be construed to mean that any SWORN EMPLOYEE who never received, or discontinued receiving the Investigations Special Assignment pay under previous AGREEMENTS, will be awarded the Investigations Special Assignment pay unless they return the Investigations Division or to Professional Standards and earn the pay subject to the provisions in this AGREEMENT.

2. The two (2) Police Sergeants assigned to the Investigations Division at the time this AGREEMENT commences shall continue to receive the five percent (5%) increase above their base salary while assigned to the Division. However, those two (2) Police Sergeants will continue to receive only that Investigations Special Assignment Pay they were eligible to earn and receive under the provisions of A. 1 when they transfer out of the Division.

#### B. MOTORCYCLE DUTY SPECIAL ASSIGNMENT PAY

1. SWORN EMPLOYEES who have successfully completed the basic motor officer training shall receive a five percent (5%) increase above their base salary during that time they are actually riding a police motorcycle in the performance of work-related duties or activities.

#### C. TRAINING OFFICERS AND INSTRUCTORS SPECIAL ASSIGNMENT PAY

1. Field Training Officers and Communications Training Officers shall receive a ten percent (10%) increase above their base salary for those hours actually engaged in performing those assigned duties. Corporals, Sergeants, and Public Safety Dispatch Supervisors are not eligible to receive Field Training or Communications Training Officer Special Assignment pay.
2. Full-time EMPLOYEES, not eligible for pay as described in provision C. 1., temporarily assigned to teach or orient new employees to the Department, provide new-hire training, or remediate existing employees, when actually assigned those specific duties by a supervisor or manager, shall receive a ten percent (10%) increase above their base salary for those hours actually engaged in performing those assigned duties. Corporals, Sergeants, and Public Safety Dispatch Supervisors are not eligible to receive additional compensation under this provision.
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 salary 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 subsection (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/CERTIFICATE INCENTIVE PAY**

1. POST Intermediate Certificate: SWORN EMPLOYEES who have earned a POST Intermediate Certificate shall receive a 2.5% increase above their gross salary.
2. POST Advanced Certificate: SWORN EMPLOYEES who have earned a POST Advanced Certificate shall receive an additional 2.5% increase above their gross salary.
3. Education Pay: EMPLOYEES who hold a Bachelor’s Degree from an accredited college or university shall receive a 2.5% increase above their base salary.
4. Incentive pay 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. SERVICE TERM PAY**

1. 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 applicable EMPLOYEE service term pay indicated below:

**Sworn Employees**

<b>Service Term</b>	<b>Service Term Pay</b>
After five (5) years of service with the CITY	2.5% increase above base salary

**Civilian Employees**

<b>Service Term</b>	<b>Service Term Pay</b>
After ten (10) years of service with the CITY	2.5% increase above base salary

2. Service term pay shall be included on each eligible EMPLOYEE’S bi-weekly payroll. Eligible EMPLOYEES who leave CITY service and return within two years of separation will receive credit for prior service time. If an eligible EMPLOYEE leaves CITY service and returns after more than two years of separation prior service time will not be credited.

**F. BILINGUAL PAY**

1. CITY agrees to pay \$75.00 per month per certified EMPLOYEE for bilingual pay if the 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. CITY agrees to pay an additional \$50 per month, not to exceed \$125 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 and 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. CITY will pay additional costs, if any, associated with administration of the test and for the annual updates.
  - b. The test will be designed by the CITY designated individual or organization with participation by one member of Police Management and one 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 AGREEMENT are eligible from the first day of hire to qualify to be tested and to qualify for receipt of bilingual pay. EMPLOYEES who have been placed on the Authorized Interpreter List must receive annual refresher training or they will be removed from the Authorized Interpreters list and will no longer qualify for the Bilingual Pay, unless they meet all qualifications for reinstatement.

#### **SECTION 4. PERS RETIREMENT SYSTEM**

##### **A. Sworn (safety) Employee Retirement**

The CITY shall continue providing SWORN EMPLOYEES with the CalPERS “3% at 50” local safety retirement plan. The CITY will continue to structure the salary 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. This will be done for SWORN EMPLOYEES only. The “last highest year” basis for retirement computation pursuant to California Government Code Section 20042 shall also continue.

SWORN EMPLOYEES agree to cover any additional cost of the FY2009/10 PERS employer contribution rate, up to an additional three percent (3%), through the term of this AGREEMENT. (Employees pick-up .091% for FY2010/2011).

B. Civilian (miscellaneous) Employee Retirement

1. Effective July 1, 2010 through June 30, 2011 the CITY shall continue to pay, deposit in, and credit to each EMPLOYEE'S PERS account up to eight percent (8%) of the EMPLOYEE'S eligible gross salary towards the cost of the EMPLOYEE'S PERS contribution, but not to exceed the EMPLOYEE'S normal contribution rate.
2. Effective July 1, 2011 through June 30, 2012 the CITY shall pay, deposit in, and credit to each EMPLOYEE'S PERS account up to six percent (6%) of the EMPLOYEE'S eligible gross salary towards the cost of the EMPLOYEE'S PERS contribution. CIVILIAN EMPLOYEES shall contribute two percent (2%).

The intent of the City Council is to have employees share in the risk associated with the long term costs of adding the enhanced retirement benefit.

All CIVILIAN EMPLOYEES agree to continue to cover any additional cost of the FY2008/09 PERS employer contribution rate, up to an additional three percent (3%), through the life of this contract. (Employees pick-up .453% for FY2009/10 and .953% for FY2010/2011).

EPMC

The CITY agrees to continue to implement Government Code Section 20636(c) (4), Employer Paid Member Contribution for all CIVILIAN EMPLOYEES. The CITY agrees to report the eight percent (8%) (6% effective July 1, 2011 as described above) employer paid employee PERS contribution as additional compensation to PERS.

Highest Three-Year Average

Subject to final approval by all CITY employees classified as "miscellaneous" for retirement purposes, effective March 1, 2011, CITY and CIVILIAN EMPLOYEES agree to amend the miscellaneous employees' CalPERS Contract to reflect Highest Three-Year Average PERSable compensation as the basis for calculating retirement benefits (instead of the single highest one year).

Highest Three-year provision will be implemented for all new CIVILIAN EMPLOYEES hired after March 30, 2011.

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.

## **SECTION 5. DEFERRED COMPENSATION**

CITY agrees to continue the contract with the International City Managers Association (ICMA) and CalPERS for deferred compensation programs entitling EMPLOYEES to defer receipt of a portion of their salary until retirement or other time jointly agreed upon by individual EMPLOYEES and ICMA or PERS. Nothing contained herein shall obligate CITY to make any contributions on behalf of EMPLOYEES.

## **SECTION 6. DISABILITY INSURANCE COVERAGE**

CITY will continue to provide its existing long term disability program. During the term of this AGREEMENT, CITY shall pay the entire premium or cost for said coverage.

## **SECTION 7. REGULAR WORK HOURS- SWORN EMPLOYEES**

### **A. Regular Work Hours- Patrol Shifts.**

SWORN EMPLOYEES assigned to work regular patrol shifts will work a fixed schedule set forth in exhibit "A" of the AGREEMENT. EMPLOYEES will have a 14-day "work period" under Section 7(k) of the Fair Labor Standards Act in which they will be scheduled to work 80 hours at their regular rate of pay. A SWORN EMPLOYEE'S fixed schedule may be "flexed" within the 14-day work period to accommodate Department operations, subject to the provisions of Section 11. A 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 meal period and two (2) twenty (20) minute breaks. Meal periods and breaks may require supervisory approval.

### **B. Patrol Shift Modification**

During the term of this agreement, either the CITY or ASSOCIATION has the option to revoke the provisions of a previously agreed upon patrol shift pattern. Revocation by either party requires a minimum of 45 days advance notice. If the revocation option is exercised by either party, patrol shifts will revert to the previous pattern of three 8-hour shifts per day. In lieu of revocation, the parties may amend the patrol shift pattern to a mutually agreeable format.

### **C. 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, 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 14-day "work period" under Section 7(k) of the Fair Labor Standards Act in which they will be scheduled to work 80 hours at their regular rate of pay. An EMPLOYEE'S fixed schedule may be "flexed" within the 14-day work period to accommodate Department operations, subject to the provisions of Section 11.

D. Flexible Work Schedule

SWORN EMPLOYEES assigned to the Community Policing Unit, YONET, the Administration Division, 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 80 hours in the 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., Monday through Thursday 0700-1700 or Tuesday through Friday 0700-1700). The routinely scheduled work-day may be “flexed” at anytime within the 14-day work period to accommodate Department operations.

**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 (or four) 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.

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. Providing public safety or EMPLOYEE safety needs permit, each EMPLOYEE shall be entitled to a one (1) hour meal break and two (2) twenty (20) minute breaks for each twelve (12) hour shift. The first twenty (20) minute break must be taken before the meal break, and the second twenty (20) minute break must be taken after the meal break. No break shall be combined with any other break. The one (1) hour meal break shall not be taken during the last hour of the EMPLOYEE'S shift.
3. During the term of this agreement, both the ASSOCIATION and the CITY have the option to revoke the provisions of the 12-hour shift pattern for all of the Public Safety Dispatchers.

Revocation by either party requires a minimum of 30 day advance notice. If the revocation option is exercised by either party, Public Safety Dispatcher shifts will revert to the previous pattern of eight hour shifts and the previous definition of the work week. In lieu of revocation, the parties may amend the 12-hour shift pattern to a mutually agreeable format.

## **SECTION 9. REGULAR WORK HOURS- CIVILIAN EMPLOYEES**

- A. CIVILIAN EMPLOYEES, excluding Parking Enforcement, Public Safety Dispatchers, and Public Safety Dispatch Supervisors, will work a 40 hour scheduled work-week and either eight (8) hour or ten (10) hour work shifts as determined by the Police Chief. EMPLOYEES may take a thirty (30) or sixty (60) minute unpaid meal period, as scheduled by their supervisor, and two (2) fifteen (15) minute paid breaks for each shift. 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.
- B. PARKING ENFORCEMENT and PUBLIC SAFETY DISPATCH SUPERVISORS will work a 40 hour scheduled work-week and either eight (8) hour, ten (10) hour, or twelve (12) hour work shifts as determined by the Police Chief. Providing present work conditions allow, EMPLOYEES may take a thirty (30) minute paid meal period, as scheduled by their supervisor, and two (2) fifteen (15) minute paid breaks for each shift. 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. A twelve (12) hour shift includes, if present work conditions allow, a sixty (60) minute meal period and two (2) twenty (20) minute breaks. 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 meal period and two (2) fifteen (15) minute breaks. A twelve (12) hour shift includes a sixty (60) minute meal period and two (2) twenty (20) minute breaks.

### **B. Overtime.**

Shift extensions, call back, and other scheduled overtime will be compensated pursuant to applicable provision of Section 11 of this AGREEMENT. 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 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 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, CITY will provide and maintain a take home vehicle for the canine handler.

E. Canine Food and Care.

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 \$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 \$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 AGREEMENT 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 40 hour work-week, exceeds 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 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.
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 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 and will constitute time working a regularly scheduled shift.

3. For appearances occurring during off-duty time, a minimum of two (2) hours per appearance will be granted where the court is located in Davis or the appearance is accomplished by other than personal appearance (i.e., telephone). A minimum of four (4) hours per appearance will be granted where the court is located outside of Davis.
  - 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 less than two (2) hours 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 A.
  - 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. shall apply.
  - 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 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 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; or (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).

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 \$100 stipend for each 24-hour period they are subject to call-out. EMPLOYEES who are on-call are required to carry and answer cell phones or pagers or otherwise remain available for call to duty during their 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 45 minutes after being called to duty.

EMPLOYEES actually called to duty will be compensated as specified in provision E.

G. On-Call Investigators. During the scheduled "on-call" period, Friday 5:00 p.m. to the following Monday 7:00 a.m., an Investigator will be designated as being "on-call." On-call Investigators shall be compensated \$2/hour for each hour on-call. If the

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

H. Compensatory Time.

1. CIVILIAN EMPLOYEES- For all 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. 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- For all 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. Accrual of CTO after adoption of this MOU shall be capped at two-hundred (200) hours total; however, SWORN EMPLOYEES may keep and use previously earned CTO exceeding the 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. EMPLOYEES may cash out any number of accrued CTO hours earned after adoption of the AGREEMENT once per calendar year. CTO will be paid at termination according to current CITY policies related to the cash out of vacation time.
4. EMPLOYEES may cash out any number of CTO hours earned prior to the adoption of the AGREEMENT that they could have cashed out under the provisions of the previous M.O.U..

**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

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 and Lead. 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

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. EMPLOYEEES 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.
7. At the beginning of pay period 17-2010 (August 9, 2010), the CITY agrees to deposit one hundred-four (104) hours of vacation time into the vacation account banks of any SWORN EMPLOYEE who, on August 8, 2010, was assigned to work the 84-hour work period in the Patrol Division. SWORN EMPLOYEES who receive this deposit may use the time as regular vacation time or cash out up to eighty (80) hours of the vacation time as follows:
- a. Forty (40) hours of vacation may be cashed out anytime between November 1, 2010 (pay-period 23-10) and June 26, 2011 (pay-period 13-11).
  - b. Forty (40) hours of vacation may be cashed out any time during FY2011/12 beginning with pay-period 14-11.
  - c. No more than forty (40) hours of this vacation time may be cashed out in any single fiscal 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.
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 stating the cause of absence at the discretion of a supervisor or manager. However, nothing in this provision shall be construed that any EMPLOYEE waives any right of privacy guaranteed under state and/or federal law.
4. EMPLOYEES may take any or all of their accrued sick leave in cases where an EMPLOYEE'S presence is required elsewhere because of illness, disability, or medical appointments of a member of the EMPLOYEE'S immediate family. The definition of immediate family shall be consistent with the Personnel Rules and Regulations adopted September 13, 2000 and subsequently amended.
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: The holidays to be observed by the CITY are as follows:

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.
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 called or required to serve as a trial juror shall be entitled to be absent from their duties with the CITY during the period of such service or while necessarily being present in court as a result of such call. Under such circumstances, the EMPLOYEE shall be paid the difference between their full salary and any payment they receive, except travel pay, for such duty.

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- New SWORN EMPLOYEES will be provided \$3,000 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 and are to include a gun and a ballistic vest which must be worn while in uniform and out of the office. If an EMPLOYEE is in the office, they must have the vest immediately available. If an EMPLOYEE leaves, for any reason, while still on probation, two options are available for pay back, which include (1) prorate the cash allowance provided by the CITY from the date of hire to be repaid by EMPLOYEE, or (2) return equipment purchased with city funds and identified by the Department.
2. SWAT AND EOD MEMBERS- SWORN EMPLOYEES who become new SWAT or EOD members will be provided \$600.00 lump sum one-time only payment for uniforms and equipment. It is the responsibility of the EMPLOYEE to obtain and maintain these items. Eligible uniform 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) leather jacket, two (2) pairs of motor pants, one (1) pair of motor boots, one (1) pair of winter gloves, one (1)

pair of warm weather gloves, one (1) pair of sun glasses, and one (1) pair of clear 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. CIVILIAN EMPLOYEES- New CIVILIAN EMPLOYEES required to wear a uniform by the Police Chief will be provided \$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- CITY agrees to provide a uniform replacement allowance for each eligible SWORN EMPLOYEE of \$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- CITY agrees to provide a uniform replacement allowance for each SWAT, EOD, CANINE, and Motorcycle Officer/Corporal/Sergeant member of \$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- CITY agrees to provide uniform replacement allowance for each eligible CIVILIAN EMPLOYEE who is required by the Police Chief to wear a uniform of \$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. 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.

C. Uniform Cleaning Allowance:

CITY agrees to pay EMPLOYEES who are required to wear a uniform one hundred fifty (\$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.

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 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 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 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 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, 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.
  - 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 AGREEMENT 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 (\$500) for any individual item or for more than one thousand (\$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 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

CITY agrees to extend the CITY Safety Eye Glass Program to EMPLOYEES. 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 and have completed their initial probationary period.
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 AGREEMENT 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. 16 hours in a one-day (24 hour) period, or
  - b. 32 hours in any 2-day (48 hour) period, or
  - c. 84 hours in any 7-day (168 hour) period, or
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 Advanced Certificate Incentive Pay and Service Term 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 while on-duty, if necessary, providing approval to attend has been obtained from their supervisor or manager.
- C. Members of the ASSOCIATION may meet with a designated grievance counselor during on-duty hours for the purpose of discussing, formulating, and filing grievances; however, both the grievance counselor and the employee who has filed the grievance must obtain permission from their supervisor or manager to discuss the grievance during duty hours. The grievance counselor 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. CITY shall assume no obligation whatsoever for any costs or expenses that are incurred in connection with the attendance of the designated 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.

## **SECTION 16. LAYOFF GUIDELINES**

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 17. RETIREE MEDICAL TRUST**

The first month after a request by ASSOCIATION, the CITY shall contribute the value of one percent (1%) from gross salary per month per employee who has agreed to the ASSOCIATION'S request, toward a RETIREE MEDICAL TRUST established by ASSOCIATION. The one percent (1%) shall include "roll up" costs. The one percent (1%) is already included in the salary structure which will decrease at the time this is implemented. The RETIREE MEDICAL TRUST shall remain separate and apart from any other CITY retiree health insurance. ASSOCIATION, prior to July of each year, may decide to change the contributions to the RETIREE MEDICAL TRUST. (Note: This provision will be at no cost to the CITY and will result in a decrease in gross salary.)

**SECTION 18. MUTUAL AID/DECLARED DISASTER EMERGENCY**

To the extent that CITY costs are reimbursable by the federal or state government, the CITY agrees to pay 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 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 19. DEPENDENT CARE PLAN.**

CITY shall continue to implement the existing Dependent Care Plan.

**SECTION 20. ALL OTHER TERMS AND TO REMAIN THE SAME.**

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 AGREEMENT shall remain unchanged during the term of this AGREEMENT. This AGREEMENT is the entire agreement of the parties.

**SECTION 21. 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 CITY and ASSOCIATION.

**SECTION 22. DISCIPLINE.**

The CITY agrees to automatically remove Written Reprimands from EMPLOYEE'S personnel files after 5 years and 6 months as long as 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.

**SECTION 23. INTERNAL RELATIONSHIPS GUIDELINES.**

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

**SECTION 24. DUES CHECK-OFF.**

Use of the dues check-off form currently in use shall continue in effect during the term of this Memorandum of Understanding, but ASSOCIATION shall give an individual notice, on a form approved by CITY, for each affected employee when the amount of dues check-off is modified.

**SECTION 25. MANDATORY DIRECT DEPOSIT.**

The ASSOCIATION agrees to implement mandatory payroll direct deposit for all employees covered by this AGREEMENT.

**SECTION 26. COPIES OF AGREEMENT.**

CITY shall provide ASSOCIATION with one fully executed copy of this Memorandum (including a conformed copy of the authorizing resolution) within five (5) days from ratification by the City Council.

**SECTION 27. TERM**

The term of this Memorandum of Understanding shall be July 1, 2010, and shall remain in effect to, and including, June 30, 2012.

**SECTION 28. EFFECTIVE DATE OF CHANGES.**

Except as otherwise specified, this agreement is effective August 9, 2010.

DATED: August 9, 2010

EMPLOYEE RELATIONS OFFICER  
OF THE CITY OF DAVIS

By: Bill Emlen  
Bill Emlen

DAVIS POLICE OFFICERS  
ASSOCIATION

By: Steph Ras  
By: Marking

## **Exhibit "A"**

### **Regular Patrol Work Hours**

SWORN EMPLOYEES assigned to regular patrol duties will have a 14-day "work period" under Section 7(k) of the Fair Labor Standards Act in which they will be scheduled to work 80 hours at their regular rate of pay.

#### **A. Regular Shift**

Sworn employees assigned to regular patrol duties will work either 10-hour or 12-hour shifts.

1. The Nights Blue shift will be regularly scheduled for 12-hour shifts from 7 p.m. to 7 a.m. on Sunday, Monday, and Tuesday. Employees will be scheduled for an additional 8 hours during the pay period, subject to the provisions of Sections 7 and 11 of the AGREEMENT.
2. The Days Blue shift will be regularly scheduled for 12-hour shifts from 7 a.m. to 7 p.m. on Sunday, Monday, and Tuesday. Employees will be scheduled for an additional 8 hours during the pay period, subject to the provisions of Sections 7 and 11 of the AGREEMENT.
3. The Days Gold shift will be regularly scheduled for 10-hour shifts from 7 a.m. to 5 p.m. on Wednesday, Thursday, Friday, and Saturday.
4. The Swings Gold shift will be regularly scheduled for 10-hour shifts from 4 p.m. to 2 a.m. on Wednesday, Thursday, Friday, and Saturday.
5. The Nights Gold shift will be regularly scheduled for 10-hour shifts from 9 p.m. to 7 a.m. on Wednesday, Thursday, Friday, and Saturday.

#### **B. Conditions**

1. Shift assignments shall be determined by the Police Chief in accordance with Department Policy on Shift Selection.
2. One patrol officer on each of the blue shifts may be assigned to work a modified schedule under which that officer shall report for duty (one) 1-hour before the shift begins, and shall leave (one) 1 hour before the shift ends. At the beginning of their shift, that officer shall be required to assist others who are preparing to end their shift, as the duty Watch Commander may request and assign.