

RESOLUTION NO. _____, SERIES 2006

A 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;

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 on this 11th day of July, 2006, by the following vote:

AYES:

NOES:

ABSENT:

RUTH UY ASMUNDSON, Mayor

ATTEST:

MARGARET ROBERTS
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 four year period commencing June 19, 2006, and ending June 30, 2010, 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 I. COMPENSATION

<u>Section 1 - Compensation</u>	Year 1 2006/07	Year 2 2007/08	Year 3 2008/09	Year 4 2009/10	Total
COLA - All Employees	3.00%	3.00%	2.0%	2.0%	10.00%
Mkt. Adjustments					
<i>Police Officer</i>	6.00%	3.00%	4.00%	3.00%	16.00%
<i>Comm. Dispatcher</i>	3.00%	2.00%	1.00%	1.00%	7.00%
<i>Police Records Specialist II</i>	3.00%	3.00%	1.00%	0.50%	7.50%
<i>Non-Sworn PERS Enhancement Off-set*</i>	-2.20%	-2.20%			

TOTAL COMPENSATION COMPONENTS ASSOCIATION and CITY agree to meet and confer during term of agreement for revisions to total compensation components. Negotiations to commence on or about January 1, 2009 and to be completed by July 1, 2009.

COMPARISON AGENCIES ASSOCIATION and CITY agree to meet and confer during term of agreement to identify new benchmark/comparable agencies. Negotiations to commence on or about January 1, 2009 and to be completed by July 1, 2009.

DETECTIVES/SPECIAL ASSIGNMENT PAY The CITY agrees to implement a Detectives/Special Assignment pay for Police Officers assigned to the Investigation Division. These Officers will be paid a (one) 1% salary differential to a maximum of a (five) 5% salary differential. No more than a (one) 1% differential is granted annually based on specific guidelines outlined in Police Department Policy. Police Officers shall continue receiving their Detectives/Special Assignment pay after transferring out of the Investigations Division. However, Police Officers who promote to the next highest rank shall discontinue receiving their Detectives/Special Assignment pay upon promotion.

Police Sergeants assigned to the Investigation Division shall be paid a (five) 5% salary differential while assigned as a Detective Sergeant. Detective Sergeants shall discontinue receiving the (five) 5% salary differential after transferring out of the Investigations Division.

MOTORCYCLE DUTY ASSIGNMENT PAY.

Police Officers and Police Sergeants who have successfully completed the basic motor officer training shall receive a 5% adjustment above their base salaries when assigned to motorcycle duty. For purposes of this section, a Police Officer or Police Sergeant is “assigned to motorcycle duty” only for shifts or assignments for which the Police Officer or Police Sergeant rides a motorcycle in the performance of work-related duties or activities.

TRAINING OFFICERS AND INSTRUCTORS.

1. The CITY and the ASSOCIATION agree that fulltime employees assigned as field training officers, communications training officers, records training officers, parking enforcement training officers, range instructors and defensive tactics instructors shall receive a 10% adjustment above their base salaries only for the hours actually engaged in training or instructing other employees.

2. Full time employees with specialized training or experience may be assigned in writing from time to time by supervisors to train or instruct other employees on particular matters. In such cases, such employees shall also receive a 10% adjustment above their base salaries for the hours actually engaged in training or instructing other employees. The supervisor must also notify the Police Chief's designee in writing, through the process specified by the

Police Chief, that such training assignment has been given; however, such notification is not a precondition to the assigned employee receiving the 10% adjustment. This subsection (2) is not intended to obligate the CITY to compensate training officers and Instructors for answering incidental questions or providing minimal guidance and direction to other employees when the contact is unplanned and isolated.

SECTION 3. FRINGE BENEFITS

SECTION A §125 FLEXIBLE BENEFIT PLAN

The CITY agrees to convert its existing cafeteria to one that qualifies under IRS Code Section 125. The regular and intended effect of the implementation of the plan, under current law, is to enable employees to choose between the receipt of benefits which are not subject to either State or Federal income tax and a cash out benefit which is subject to tax, but is not included in the employees hourly rate.

1. The CITY shall make a monthly contribution 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. All excess benefit dollars shall be added to each employee's taxable earnings.
2. All employees must enroll in one of the CalPERS health program plans unless they submit to the CITY proof of health 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 § 125 Flexible Benefit Plan contributions for any of the other qualified benefits as provided for in IRC § 125.
3. The term eligible employee for this article shall included:
- 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.

SECTION B CITY § 125 BENEFIT CONTRIBUTION

1. The 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 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.

HEALTH BENEFITS CONTRIBUTION

Effective July 1, 2006, and continuing for the term of this AGREEMENT, CITY shall contribute towards each employee member's cafeteria benefit plan an amount equal to the premium for the group health insurance plan available from Kaiser-North for an employee and two or more dependents sponsored by the CITY through CalPERS. These premiums are scheduled to change January 1, 2007, January 1, 2008, and January 1, 2009 and the CITY will change its health insurance contributions on the same schedule or as needed to ensure full payment of any premium increases during the term of this AGREEMENT.

The following CalPERS health care programs are currently offered:

Blue Shield HMO
Kaiser
Western Health Advantage

PERS Care
PERS Choice

DENTAL BENEFITS CONTRIBUTION

Effective July 1, 2006, and continuing for the term of this AGREEMENT, CITY shall contribute towards each EMPLOYEE member's cafeteria benefit plan the total monthly premium, for the term of this contract, effective July 1, 2006 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 consistent with the CITY'S health benefits, in the dental insurance program.

CITY shall make a 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 with two or more dependents.

2. 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.

LIFE INSURANCE

Effective July 1, 2006, and continuing for the term of this AGREEMENT, CITY shall contribute towards each employee member's cafeteria benefit plan the amount to purchase a \$100,000 policy. Purchase of this policy is mandatory.

This policy will carry an accidental death and dismemberment (AD&D) rider. The AD&D rider provides a benefit of up to \$100,000 subject to the terms and conditions of the policy.

Retired employees shall pay the premium directly to the carrier.

LONG TERM DISABILITY BENEFIT

The CITY shall provide long (LTD) term disability insurance coverage for all employees. Effective July 1, 2006, and continuing for the term of this AGREEMENT, CITY shall contribute towards each employee member'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.

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.

Waiting Period

Benefits shall begin 30 calendar days after occurrence.

3. 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.

SUPPLEMENTAL LIFE

The CITY shall make available to all represented 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.

VISION CARE

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

FLEXIBLE BENEFIT PLANS

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:

1. Uncovered Health Care Expenses up to \$2,000
2. Dependent Care Expenses up to \$5,000

Amounts will be made available to the employee to pay premiums for enrollment of the employee and his/her dependents in CITY sponsored health and dental insurance programs of the employee's choice. Enrollment of the employee and his/her dependents in CITY sponsored health programs is mandatory unless proof of acceptable current alternate coverage is presented. 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.

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.

CITY agrees to continue to enable an employee, who is married to another employee of CITY, to combine their respective CITY contributions for health insurance premiums for a plan available through CITY to offset the cost of their health insurance premiums for themselves and their eligible dependents up to the maximums for each employee, as specified above, and/or, as applicable under the terms of another Memorandum of Understanding. Said employees agree to enroll in the same plan as an employee and dependent rather than as two separate employees.

For all EMPLOYEES (other than Public Safety Employees) hired by the CITY before July 1, 1996, if such employee retires from CITY service and is otherwise eligible for CITY payment of health care premiums upon retirement, shall receive health benefits paid up to the amount equal to the premium for the group health insurance plan available from Kaiser-North for an employee and two or more dependents sponsored by the CITY through CalPERS For all employees (other than Public

Safety Employees) hired by the CITY on and after July 1, 1996, if such employee retires from CITY service and is otherwise eligible for CITY payment of health care premiums upon retirement: (1) for the time period between the employee's retirement and age 60, CITY shall pay 50% and the employee shall pay 50% of the actual group health insurance plan selected by the retiree not to exceed the CalPERS rate for Kaiser-North sufficient to provide coverage for an eligible employee with two or more dependents; (2) 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 CalPERS rate for Kaiser-North sufficient to provide coverage for an eligible employee with two or more dependents

For Public Safety employees, CITY shall pay a retired employee's actual group health insurance plan selected by the retired Public Safety employee, not to exceed the CalPERS rate for Kaiser-North sufficient to provide coverage for an eligible employee with two or more dependents.

SECTION 7. PERS RETIREMENT SYSTEM.

A. Sworn (Safety) Employees

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.

B. General (Miscellaneous) Employees

The CITY shall continue providing General Employees with the CalPERS "2.0% at 55" local miscellaneous retirement plan until July 1, 2007. The CITY shall continue to pay, deposit in, and credit to, each General Employee's CalPERS account, when due, 7% of the employee's eligible gross salary towards the cost of the employee CalPERS contribution under the 2.0% at 55 local

miscellaneous retirement plan. Subject to final agreement by the other affected bargaining units and Department Heads, the CITY agrees to contract with CalPERS for the "2.5% at 55" local miscellaneous retirement plan for General Employees effective July 1, 2007. The CITY shall pay, deposit in, and credit to, each General Employee's CalPERS account, when due, 8% of the employee's eligible gross salary towards the cost of the employee CalPERS contribution under the 2.5% at 55 local miscellaneous retirement plan. The General Employees will fund the entire cost of adding 2.5% @ 55 PERS retirement benefit. This includes the approximately 2.4% for the employer share contribution, the 1% additional employee share contribution, as well as a 1% premium. These costs will be paid by foregoing future salary adjustments as follows:

1. Effective June 19, 2006, General Employees will forego 2.2% of the agreed upon cost of living and/or market increases. (If the enhanced retirement benefit does not go into effect, the CITY agrees to reimburse the General Employees this amount paid on or before July 1, 2007.)
2. Effective June 18, 2007, General Employees will forego 2.2% (or the balance of the enhanced employee/employer retirement cost plus the balance of the 1% premium) of the agreed upon cost of living and/or market increases. (If the enhanced retirement benefit is not going to take effect July 1, 2007, the General Employees will not forego this cost of living and/or market increase.)
3. Upon implementation of the 2.5% @ 55 enhanced retirement, if the employer's contribution increases beyond the approximately 2.4% above, the General Employees will cover any additional cost of the CalPERS employer contribution rate, up to an additional 3%, through July 1, 2009. The General Employees will fund this by foregoing all or a portion of the cost of living and/or market increases provided in this AGREEMENT for the 2008-2009 fiscal year.

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.

The CITY agrees to implement effective July 1, 2006, Government Code section 20636(c)(4), Employer Paid Member Contribution. The CITY agrees to report the 7% employer paid employee CalPERS contribution as additional compensation to CalPERS. Effective July 1,

2007, the CITY agrees to report 8% employer paid employee CalPERS contribution as additional compensation to CalPERS. The "last highest year" basis for retirement computation pursuant to California Government Code Section 20042 shall also continue.

C. 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.

D. 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

SECTION 8. 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 9. DEFERRED COMPENSATION. CITY agrees to continue the contract with the International City Management Association (ICMA) and PERS 457 for a deferred compensation program entitling employees to defer receipt of a portion of their salary until retirement, or other time jointly agreed upon by the individual employee and ICMA and/or PERS 457.

SECTION 10. REGULAR WORK HOURS, STANDBY, CALL BACK, AND OVERTIME.

Unless otherwise provided herein or required by law, all hours of work shall be compensated at the

straight time rate. The term "court" as used in this Section, includes all appearances where the employee has been or could be summoned by subpoena.

A. Shift Extensions. All required work extensions, before or after an employee's regular shift, shall be compensated at time and one-half. All such shift extensions must be authorized, in advance, by a supervisor.

B. Court Appearance Time. An employee shall be compensated at straight time for each hour the employee must appear in court pursuant to a subpoena while the employee is on duty, unless such hours, when added to others actually worked in that work period and excluding all paid time off during such period, constitute overtime under the Fair Labor Standards Act (in which case they shall be paid at time and one half).

An employee shall be compensated at time-and-one-half for each hour the employee must appear in court pursuant to a subpoena while the employee is not on-duty, except that an employee shall be compensated at straight time for such off-duty appearances in court if the employee schedules less than three days off (i.e., vacation, compensation time or flex time) after receiving the subpoena and the court appearance occurs during such scheduled time off. In no event, shall an employee receive any form of compensation (including vacation, compensation time or flex time) for time the employee appears in court except as provided in this paragraph.

In all of the cases above, a minimum of two (2) hours per appearance will be granted where the court is located in Davis. A minimum of four (4) hours per appearance will be granted where the court is located outside Davis. 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 called to court when off duty 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 his/her regular hourly rate of pay.

D. Court Standby Time. Any time an off-duty employee is under subpoena for court and is placed in an on-call status, rather than reporting to court at the subpoenaed time, the employee shall be compensated at straight time. Compensation shall commence at the time the employee was subpoenaed to be at court, and shall continue to accrue until the employee is notified his/her presence will not be required or until 1700 hours on that date, whichever comes first.

In the event the employee is required to report to court after being on "stand by", the appearance shall be treated as described in section B above (instead of as in this section), with accrual of time starting at the subpoenaed time.

E. Call Back. Any time an off-duty employee is required to report for duty other than a regular shift, he/she shall be compensated at time and one-half. A minimum credit 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 credit of four (4) hours shall be granted if the employee had less than seventy-two (72) hours notice of the need to report.

Notification shall be considered complete when any of the following occurs:

1. The employee is personally notified.
2. The employee reads an E-mail notification seventy-two (72) or more hours in advance. (The burden of proof rests with the sender.)

3. 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.

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.

F. Callback Standby. Any time that an off-duty employee is required, by order of the Police Chief or his/her designee, to remain available for call to duty shall be compensated at the straight time rate. This provision shall not apply to those occasions where no limitation on geographic movement is placed upon the employee's off-duty activities.

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 "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 section 10.e, in addition to the on-call pay for all hours waiting and worked.

H. Regular Shift.

1. Public Safety Dispatchers and Public Safety Dispatch Supervisor may work a 12-hour shift on each of either three (or four) consecutive days during a seven-day work period, and shall then work a 12-hour shift on each of either four (or three) consecutive days during the next seven-day work period, totaling seven 12-hour shifts during two consecutive

seven-day work periods. Shift assignments shall be determined by the Police Chief but shall not violate the shift plan, as amended.

Paragraph H.1 is subject to the following conditions:

a. Providing public safety or employee safety needs permit, each employee shall be entitled to (1) one-hour meal break and two (2) twenty minute breaks for each twelve (12) hour shift. The first twenty-minute break must be taken before the meal break, and the second twenty-minute break must be taken after the meal break. No break shall be combined with any other break. The one-hour meal break shall not be taken during the last hour of the employee's shift.

b. 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 and/or the Public Safety Dispatcher Supervisor. Revocation by either party requires a minimum of 30 day advance notice.

If the revocation option is exercised by either party, Public Safety Dispatcher and/or Public Safety Dispatch Supervisor 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.

2. To avoid excess scheduled overtime, the work week for the Public Safety Dispatcher and Public Safety Dispatch Supervisor will be defined by the CITY as follows:

i) Night Shift will be Saturday at 9:00 p.m. to Saturday at 9:00 p.m. (early person); or

- ii) Night shift will be Saturday at 10:00 p.m. to Saturday at 10:00 p.m. (late person); or
- iii) Day shift will be Wednesday at 9:00 a.m. to Wednesday at 9:00 a.m. (early person); or
- iv) Day shift will be Wednesday at 10:00 a.m. to Wednesday at 10:00 a.m. (late person).

3. All General Employees, excluding Dispatchers and Parking Enforcement Officers, may work an 8-hour (30-minute unpaid meal period) or 10-hour shift (60-minute unpaid meal period).

4. Police Officers and Police Sergeants assigned to Investigations Division, and Parking Enforcement Officers, may work an 8-hour or 10-hour shift which includes a 30-minute meal period.

5. Police Officers and Police Sergeants assigned to motorcycle duty may work a 10.5 hour or 12 hour shift schedule totaling 84 hours during a 14 day work period. Police Officers and Police Sergeants assigned to motorcycle duty will be compensated pursuant to Section 10.H.7 of this AGREEMENT.

6. CANINE OFFICERS

i) Regular Work Hours. Canine handlers may work an 8-hour, 10-hour, or 12-hour shift schedule as determined by the Police Chief. An 8-hour and 10-hour shift includes a 30-minute meal period. A handler assigned to a regularly scheduled 12-hour shift shall be compensated pursuant to Section 10.H.7 of this AGREEMENT.

ii) Shift extensions, call back, and other scheduled overtime will be compensated pursuant to applicable provision of Section 10 of this AGREEMENT.

iii) Overtime. 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 5 hours per week. The 5 hours per week, or 10 hours per 14-day work period, will be compensated at time and one-half and are in addition to any regularly scheduled hours during the 14-day work period.

iv) Extraordinary Work. All extraordinary work involving the canine will be compensated at time and one-half. 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 (iii) above. Absent exigent circumstances, all such overtime must be authorized, in advance, by the Patrol Commander or his/her designee.

Canine Vehicle. CITY shall provide and maintain a take home vehicle for the canine handler.

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.

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 10 vacation days per year, the CITY shall pay for up to 10 kennel days per year.

Canine Disposition. 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.

7. Police Officers and Sergeants assigned to patrol division ("Sworn Patrol Division Staff") shall work a 12-hour shift on each of either three (or four) consecutive days during a seven-day work period, and shall then work a 12-hour shift on each of either four or three consecutive days during the next seven-day work period, totaling seven 12-hour shifts during a fourteen-day work period. This Paragraph G.4 is subject to the following conditions:

a. Sworn Patrol Division Staff 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 84 straight-time hours. The "salary" for such work period shall be the salary negotiated in this MOU for a 14-day work period of 80 hours. This salary is intended to compensate such employees for all hours work up to 86 hours, pursuant

to 29 CFR § 778.114 (fixed salary for fluctuating hours). This salary includes any additional incentive pay which the officer is eligible to receive and which is required to be included in the regular rate of pay under the FLSA.

b. In addition to the salary referred to above, Sworn Patrol Division Staff shall receive an hour of contractual compensatory time off for each hour worked after 80 hours up to four (4) hours in each 14-day work period.

c. For each hour worked in excess of 84 in the 14-day work period, Sworn Patrol Division Staff shall receive an additional payment per hour at one-and-one-half times the rate calculated by dividing the “salary” defined in Paragraph (a) by 80 hours. This rate shall be called the “MOU rate” and shall be the same overtime rate as paid to sworn staff not assigned to patrol who work an 80-hour week. At the employee’s option, however, each hour worked in excess of 84 in the 14-day work period may be paid by contractual compensatory time off at the time-and-one-half rate, up to two (2) hours per work period. All hours of work in excess of 86 hours in each 14-day work period shall be paid in cash at the “MOU rate”.

d. Police Officers and Sergeants assigned to duties other than patrol shall have a 14-day work period in which they will be scheduled to work up to 80 hours. The salary for such work period shall be the salary negotiated in this MOU for the 14-day period of 80 hours. This salary is intended to compensate such employees for all hours of work up to 86 hours, pursuant to 29 CFR § 778 .114 (fixed salary for fluctuating hours). This salary includes any additional incentive

pay the officer is eligible to receive and which is required to be included in the regular rate of pay under the FLSA.

e. For each hour worked in excess of 80 in the 14-day work period, Police Officers and Sergeants assigned to duties other than patrol shall receive an additional payment per hour at the “MOU rate” referred to above or at the employee’s option, receive contractual compensatory time off at time-and-one-half, for up to six (6) hours per work period. Notwithstanding, all hours of work in excess of 86 hours in each 14-day work period shall be paid in cash at the “MOU rate”.

f. For all Police Officers and Sergeants, all contractual compensatory time off hours accumulated under these provisions may be used, cashed out, and paid at termination according to current City policies related to vacation. Contractual compensatory time off accumulations may not exceed 400 hours for any individual. This provision is intended to conform to the current practice of the parties and does not constitute or confer any greater compensation than negotiated under the prior MOU. Other “current practices” include the ability to cash out compensatory time by one of the following methods:

I. Patrol Division staff may convert any or all of the 4 hours of contractual comp time to cash each pay period by completing their time sheet in the appropriate manner to indicate this conversion.

II. During the month of October, Patrol Division Police Officers and Sergeants shall have the option to convert up to 104 hours of their accrued

balance of compensatory time to cash which will be paid the first payday in November. This option will be available to all Patrol Division employees without regard to the number of hours of comp time converted to cash on a period by period basis pursuant to the preceding paragraph a). Police Officers and Sergeants transferred out of Patrol to another division will, at the time of transfer, have the option of converting to cash any hours of contractual comp time earned since the last annual payoff.

III. Except as provided in paragraphs a) and b), no compensatory time earned at the time-and-one-half rate shall be converted to cash except upon separation from CITY service.

g. Provided public safety or officer safety needs permit, each employee shall be entitled to one-hour and forty minutes of breaks for each twelve (12) hour shift.

h. One employee on each shift shall be assigned to work a modified schedule under which that employee 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 his /her shift, that Employee shall be required to assist Employees preparing to end their shift, as the duty watch commander may request and assign.

i. In addition to the breaks described in paragraph g, an employee working the night shift may receive an additional rest break at the discretion of the duty watch commander, subject to the following conditions:

I. The rest break shall be for a maximum of one (1) hour and shall only be permitted between the hours of 0300 and 0600.

II. The rest break shall be available only to Employees who have a job-related judicial or quasi-judicial appearance (e.g., DMV, ABC, City Personnel Board, civil deposition) scheduled later that same morning or who had their previous day's sleep significantly interrupted by a job-related response (e.g., SWAT call out).

III. Rest breaks shall not be permitted for the duty watch commander.

IV. Only one employee may be allowed to take a rest break at any given time.

V. The resting employee shall be available for immediate call-out in an emergency.

VI. The rest break shall not be deemed a right or entitlement, and shall be made available only at the discretion of the watch commander. The watch commander may refuse a request for a rest break if he/she deems the request not to be in the best interest of public safety or officer safety at that time.

VII. 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.

j. During the term of this agreement, both parties have the option to revoke the provisions of the 12-hour 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 12-hour shift pattern to a mutually agreeable format.

I. Compensatory Time Off

1. Current Department of Labor guidelines permit the limited use or carry over and accumulation of compensatory time beyond the work period in which it was accrued. Since such guidelines allow such use or carry over and accumulation, employees shall retain the qualified option of compensatory time off as law permits, and for any overtime hours of credit for shift extensions, court time, training activities, callback or standby time.

2. For all General Employees the accrual of compensation time in lieu of pay for overtime hours worked shall be authorized, provided that comp time at the one and one-half rate shall accrue when actual hours worked, excluding all types of leave time, exceed forty (40) hours for the seven (7) day work period. Accrual of compensation time shall be capped at (120) hours.

SECTION 11. ANNUAL VACATION LEAVE.

A. The purpose of annual vacation leave is to enable each employee annually to return to work mentally refreshed.

B. All employees in the competitive service shall be entitled to annual vacation leave with pay except probationary employees who have served less than six (6) months in the service of the CITY; however, vacation credits for that time shall be granted to each probationary employee who later receives a regular appointment.

a. When the needs of the service permit, and upon the probationary employee's advance written consent to the repayment provision in subsection (b) below, a probationary employee may be advanced up to forty (40) hours of earned vacation credit.

b. Should said employee terminate voluntarily or involuntarily prior to being vested with regular status, any vacation pay thus advanced shall be deducted from the final paycheck of the employee.

C. 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.

D. Accrual of Annual Vacation Leave (Sworn). Vacation time shall be accrued on a pro rata basis per pay period in accordance with the following annual schedule for Police Officers and Sergeants:

1. Full time regular employees shall be credited with eighty (80) hours of vacation during each of the first five (5) years of eligible service.
2. During the sixth, seventh, eighth, ninth and tenth years of eligible service, such employee shall be credited with one-hundred-twenty (120) hours of vacation.
3. During the eleventh year of eligible service, such employee shall be credited with one-hundred-twenty-eight (128) hours of vacation.
4. During the twelfth year of eligible service, such employee shall be credited with one-hundred-thirty-six (136) hours of vacation.
5. During the thirteenth year of eligible service, such employee shall be credited with one-hundred-forty-four (144) hours of vacation.

6. During the fourteenth year of eligible service, such employee shall be credited with one-hundred-fifty-two (152) hours of vacation.
7. During the fifteenth year and all subsequent years of eligible service, such employee shall be credited with one-hundred-sixty (160) hours of vacation.
8. During the twentieth (20) and all subsequent years of eligible service, such employee shall be credited with one hundred and sixty-eight (168) hours of vacation.

E. Accrual of Annual Vacation Leave (General). Vacation time shall be accrued on a pro rata basis per pay period in accordance with the following annual schedule for all General Employees:

1. Full time regular employees shall be credited with one-hundred twenty (120) hours of vacation during each of the first three (3) years of eligible service.
2. During the fourth and fifth years of eligible service, such employee shall be credited with one-hundred thirty-six (136) hours of vacation.
3. During the sixth, seventh, eighth, ninth and tenth years of eligible service, such employee shall be credited with one-hundred-sixty (160) hours of vacation.
4. During the eleventh year of eligible service, such employee shall be credited with one-hundred eighty-four (184) hours of vacation
5. During the twelfth year of eligible service, such employee shall be credited with one-hundred ninety-two (192) hours of vacation.
6. During the thirteenth year of eligible service, such employee shall be credited with two-hundred (200) hours of vacation.

7. During the fourteenth year of eligible service, such employee shall be credited with two-hundred-eight (208) hours of vacation.
8. During the fifteenth year eligible service, such employee shall be credited with two-hundred-sixteen (216) hours of vacation.
9. During the sixteenth year and all subsequent years of eligible service, such employee shall be credited with two hundred and twenty-four (224) hours of vacation.

F. Scheduling and Carryover of Vacation Time.

1. The times during the year when an employee may take vacation shall be determined by the department head with due regard for the wishes of the employee and particular regard for the needs of the service.
2. 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 department head in consultation with the City Manager.
3. 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.
4. Employees who terminate employment shall be paid in a lump sum for all accrued vacation leave earned prior to the effective date of termination.

G. Cash Out of Vacation Time. 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.

H. Effective July 1, 2008, the CITY agrees to exchange one week of vacation leave accrual per year for all Public Safety Dispatchers I/II and Lead Dispatchers for a one time base salary increase of 1.9%. The CITY and ASSOCIATION agree that at the time this provision is implemented, the CITY's internal relationship guidelines will be adjusted so that the increase in base salary is applied to Public Safety Dispatchers I/II, Lead Dispatchers and not to currently linked positions.

SECTION 12. SICK LEAVE.

A. 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.

B. Sick leave with pay may be granted to all probationary employees after one month of service, and to all regular and specially funded employees within the competitive service.

C. Sick leave shall be earned at the rate of eight work hours for each calendar month of service.

D. 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 two (2) hours after the time set for beginning the daily duties, or as may be specified by the department head.

E. An employee may be required to file a physician's certificate stating the cause of absence at the discretion of the supervisor or department head.

F. The definition of immediate family shall be consistent with the Personnel Rules and Regulations adopted September 13, 2000 and as subsequently amended.

G. 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.

SECTION 13. HOLIDAYS.

A. Police Officers and Sergeants 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.

B. All other employees covered by this MOU 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.

SECTION 14. UNIFORMS

A. SWORN OFFICERS

1. 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, he/she 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.

B. SWAT AND EOD MEMBERS

1. 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.

C. MOTORCYCLE OFFICERS/SERGEANTS

1. Upon selection as a Motorcycle Officer/Sergeant, and successful completion of the basic motor officer training, the CITY shall provide each Motorcycle Officer/Sergeant 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.

2. Motorcycle Officers/Sergeants 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.

3. If a Motorcycle Officer/sergeants is involved in a collision or accident, and damage to the outer shell of the helmet is evident, the helmet shall be replaced before the Motorcycle Officer/Sergeant returns to enforcement riding. Helmets shall be inspected annually by the Patrol Lieutenant for defects or damage that may necessitate replacement of a helmet.

D. GENERAL EMPLOYEES

1. New General employees required to wear a uniform 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.

SECTION 15. UNIFORM REPLACEMENT ALLOWANCE

A. SWORN OFFICERS

1. CITY agrees to provide a uniform replacement allowance for each eligible sworn officer of \$1,500 per fiscal year for the cost of replacing eligible uniform items. Eligible items are those specified in departmental regulations. Employees shall begin receiving a replacement allowance after completion of one year of service.

2. CITY agrees to provide a uniform replacement allowance for each SWAT, EOD, Canine and Motorcycle Officers/Sergeant member of \$250.00 per fiscal year after the first year of participation. Eligible items are those specified in departmental regulations.

C. GENERAL EMPLOYEES

1. The CITY agrees to provide uniform replacement allowance for each eligible General employee who is required 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.

D. City agrees to pay eligible employees, following date of employment, one-half of the Uniform Replacement Allowance during a pay period in July and one-half during January.

SECTION 16. REIMBURSEMENT FOR UNIFORM ALLOWANCE AND REPLACEMENT ALLOWANCE

Eligible items shall include only those items listed in the department regulations. CITY agrees to pay the applicable uniform replacement allowance to eligible employees. 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 circumstance.

SECTION 17. UNIFORM CLEANING ALLOWANCE. CITY agrees to continue to pay to eligible Police Officers and Sergeants 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 that the CITY requires them to wear during the performance of their assigned duties. CITY agrees to pay eligible General employees

required to wear a uniform ONE HUNDRED FIFTY DOLLARS (\$150) per fiscal year for such cleaning allowance. Eligible items shall include only those items listed in the Departmental Uniform and Dress Policy. CITY agrees to pay eligible employees, following date of employment, one-fourth (1/4) of the "Uniform Cleaning Allowance" at the end of each quarter during each fiscal year.

SECTION 18. UNIFORM AND DRESS POLICY. All employees covered under this MOU shall comply with the uniform and dress policies contained in the Departmental Uniform and Dress Policy at all times while on duty. Any change in this policy shall be agreed upon between the Police Chief and ASSOCIATION.

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 this policy, 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.

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.

SECTION 19. REPAIR AND REPLACEMENT OF DAMAGED UNIFORMS AND PERSONAL PROPERTY.

A. Repair and Replacement.

1. Repair and replacement of uniforms damaged in the course of employment or otherwise shall be the responsibility of the employee, except as stated in subsection (2) below.
2. Reimbursement for uniform items damaged during the first year of employment may be provided if the Police Chief and City Manager determine, in their sole discretion, that the employee would suffer severe economic hardship as a result of said replacement.

B. Employees shall be reimbursed for the repair and replacement of personal property (other than clothing) 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 section. The option to repair or 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 personal professional equipment if necessarily worn or carried by the employee in the course of his/her employment. Reimbursement shall not be authorized in connection with ordinary wear and tear.

This benefit program shall not apply to the following:

- (1) Losses by mysterious disappearance or theft.

(2) Losses of precious or semi-precious stones from settings in watches, eye glasses, and other normal utilitarian items.

(3) Losses of any automobile or other vehicle.

(4) Losses to the property of others when in the care, security or control of the employee.

(5) Losses of money.

(6) Losses resulting from acts of negligence on the part of the employee.

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.

The provisions of this benefit program shall not apply if the employee has concealed or misrepresented any fact or circumstance concerning the subject of his/her loss, his/her interest therein, or in the case of any fraud or false statements by the employee relating thereto.

In no event shall CITY be liable for more than ONE HUNDRED FIFTY DOLLARS (\$150) for any individual item nor for more than THREE HUNDRED DOLLARS (\$300) for all loss occurring in a single fiscal year.

Claims will be paid only under the following circumstances:

(1) Claimant must submit proof of purchase and purchase price for the item claimed, or the claim will be denied.

(2) Claims will be paid on the basis of original purchase price (not replacement value) less depreciation as set out below.

(3) The purchase price will be depreciated at the rate of 33-1/3% per year, prorated from date of purchase.

(4) Employee claimant must notify the department if the damage is the direct result of the actions of another (i.e., combative arrest or foot pursuant) and if a request for restitution has been made.

SECTION 20. EDUCATIONAL/CERTIFICATE INCENTIVE.

CITY shall continue to provide a certificate incentive plan for Police Officers and Sergeants which pays 2.5% of gross salary for possession of POST Intermediate Certificate and 2.5% of gross salary for possession of POST Advanced Certificate on a non-compounded basis both of which shall be based on combination of education, training, and time in service according to POST Administrative Manual Procedure F-1 of October 22, 1982. The effective date of implementation of this program for those who obtain either of the two above mentioned certificates after April 4, 1988, shall be the first day of a pay period following date of issuance of that certificate.

In addition to the POST incentives, Employees who hold a BA/BS degree from an accredited/recognized college or university shall receive an additional 2.5% above base salary.

SECTION 21. SERVICE TERM BONUS. In an effort to award long term employees for their service the CITY agrees to implement a service term bonus. Effective July 1, 2007, the CITY will increase sworn employees base salaries by 2.5% after they have been with the CITY for 5 years. For non –sworn employees, a 2.5% increase in base salaries will be implemented after 10 years of service with the CITY.

SECTION 22. SAFETY EQUIPMENT. In the event the CITY determines to purchase safety equipment for unit employees, the Police Chief, or his/her designee, shall consult with

ASSOCIATION representatives regarding the kinds and specifications of equipment to be purchased before the Police Chief finalizes his/her recommendation thereon to the City Manager.

SECTION 23. SAFETY EYE GLASS PROGRAM. CITY agrees to continue to extend the CITY safety eye glass program to all in the unit. CITY will prepare and distribute to unit employees a description of this program and the procedures to be followed by them to take advantage of this CITY financed employment benefit.

SECTION 24. 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 the division or shift commander.

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 the division or shift commander.

C. Members of the units represented by ASSOCIATION may meet with a designated grievance counselor during the on-duty schedules of either or both 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 the division or shift commander 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 notice of the Chief of Police or his/her designee, a total of six (6) employees (who are members of the ASSOCIATION Board of Directors and/or negotiating team members)

will be permitted up to 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 25. LAYOFF GUIDELINES

CITY will amend the Personnel Rules and Regulations section related to Layoff Guidelines to reflect that for sworn officers, the layoff guidelines would be implemented based on rank and grade.

SECTION 26. 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 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 27. MUTUAL AID/DECLARED DISASTER EMERGENCY

To the extent that the CITY costs are reimbursable by the federal government, the CITY agrees to pay ASSOCIATION members time and one-half for all time away outside of regularly scheduled working hours. The event must be a declared disaster and eligible for reimbursement by the federal government. It is the intent of the CITY to pay as usual and then CITY will request reimbursement of the federal government and if the CITY is reimbursed then the CITY will adjust the pay of the employees who worked the declared disaster.

SECTION 28. BILINGUAL PAY

City agrees to pay \$75.00 per month per certified employee for bilingual pay under the following conditions:

A. Certification.

1. Certification of proficiency will be accepted upon successful completion of written and oral test administered by an individual or organization designated by the CITY.
2. 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 offered test.
3. 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. An ASSOCIATION representative will be given the opportunity to give input to the test draft before it is finalized, but will not have veto power.

4. If an employee fails the initial test, all expenses associated with requests for subsequent re-testing will be paid in full by the employee.
5. Tuition Reimbursement may not be used for costs of actual testing. Tuition Reimbursement may be used for pre-approved courses..

B. Approved Languages.

1. The Police Chief can approve any language that meets the CITY's needs. The Police Chief may make changes to the approved language list with the approval of the City Manager.

C. Effective Dates.

1. 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.

SECTION 29. DEPENDENT CARE PLAN. CITY shall continue to implement the existing Dependent Care Plan.

SECTION 30. 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 31. 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 32. DISCIPLINE. The CITY agrees to automatically remove Written Reprimands from all covered employees under this AGREEMENT personnel file 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 33. 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 34. 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 35. MANDATORY DIRECT DEPOSIT. The ASSOCIATION agrees to implement mandatory payroll direct deposit for all employees covered by this AGREEMENT.

SECTION 36. 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 37. TERM The term of this Memorandum of Understanding shall be June 19,2006, and shall remain in effect to, and including, June 30, 2010.

SECTION 38. EFFECTIVE DATE OF CHANGES. Except as otherwise specified, this agreement is effective June 19,2006.

DATED:_____.

EMPLOYEE RELATIONS OFFICER
OF THE CITY OF DAVIS

DAVIS POLICE OFFICERS
ASSOCIATION

By:_____

Bill Emlen

By:_____

By:_____

--Exhibit A--

AMENDMENT TO MEMORANDUM OF UNDERSTANDING
WITH
DAVIS POLICE OFFICERS ASSOCIATIONS
ADOPTED JULY 11, 2006

The provisions of Section 3 B relating to life insurance are hereby amended to read as follows:

LIFE INSURANCE

Effective July 1, 2006, and continuing for the term of this AGREEMENT, CITY shall contribute towards each employee member's cafeteria benefit plan the amount to purchase a \$30,000 policy. Purchase of this policy is mandatory.

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.

Retired employees shall pay the premium directly to the carrier.

DATED:_____.

EMPLOYEE RELATIONS OFFICER
OF THE CITY OF DAVIS

DAVIS POLICE OFFICERS
ASSOCIATION

By:_____
Bill Emlen

By:_____

By:_____