

**RESOLUTION NO. 15-162, SERIES 2015**

**RESOLUTION ADOPTING A MEMORANDUM OF UNDERSTANDING  
WITH INDIVIDUAL POLICE MANAGEMENT EMPLOYEES**

WHEREAS, the City Council of the City of Davis, pursuant to California Government Code sections 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 the individual police management employees 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, as amended, are fair and proper and in the best interests of the City.

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, subject to ratification by individual police management employees.

PASSED AND ADOPTED by the City Council of the City of Davis on this 1<sup>st</sup> day of December, 2015, by the following vote:

AYES: Frerichs, Lee, Swanson, Wolk

NOES: Davis

  
Daniel M. Wolk  
Mayor

ATTEST:

  
Zoe S. Mirabile, CMC  
City Clerk

**MEMORANDUM OF UNDERSTANDING**

**Between**

**INDIVIDUAL SWORN POLICE MANAGERS**

**and**

**THE CITY OF DAVIS**

**July 1, 2015, through June 30, 2017**

This Memorandum of Understanding, hereinafter referred to as "MOU", is made and entered into between the EMPLOYEE RELATIONS OFFICER OF THE CITY OF DAVIS, hereinafter referred to as "CITY", and the INDIVIDUAL POLICE MANAGERS (hereinafter referred to as "EMPLOYEES"), pursuant to California Government Code sections 3500 et seq., and the City of Davis 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 and having reached agreement on changes to be made in employment benefits and conditions for a period commencing **July 1, 2015, and ending June 30, 2017**, as hereinafter set forth, shall submit this MOU to the City Council with the joint recommendation that the Council resolve to adopt its terms and conditions and take such other and/or additional action as may be necessary to implement its provisions.

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## **SECTION 1. EMPLOYEE GROUP**

The following Sworn Police Management positions are part of this group:

Assistant Police Chief  
Deputy Police Chief  
Police Lieutenant

The Assistant Police Chief is an at-will position, meaning an employee in that rank can be terminated at any time, with or without cause, by either the Employee or the City. Other positions below the rank of the Assistant Police Chief have property rights in their employment and may only be terminated or disciplined for cause.

## **SECTION 2. COMPENSATION**

### **A. SALARY**

City and employees agree the following shall be the base salary increase percentages for the term of this MOU:

1. Effective July 1, 2015, employees will receive a two percent (2%) salary increase.
2. Effective July 1, 2016, employees will receive a one percent (1%) salary increase.

## **SECTION 3. BENEFITS**

### **A. FLEXIBLE BENEFIT PLAN (CAFETERIA 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") that qualifies as a cafeteria plan within the meaning of Section 125 of the Internal Revenue Code ("IRC"). The regular and intended effect of the Plan is to enable Employees to (a) pay monthly premiums for the health benefit plans offered by the City on a pretax basis or (b) receive a cash out benefit that is not included in the Employee's hourly rate. The details of Plan eligibility and operational requirements are set forth in the Plan documents.

The City is a participating employer in the CalPERS Public Employees' Medical and Hospital Care Act ("PEHMCA").

1. All eligible Employees must enroll in one of the PEHMCA medical plans unless they submit to the City satisfactory proof of alternative medical insurance coverage as referenced below in the information section.
  - a. Employees who fail to complete this requirement will be enrolled in the lowest cost health insurance policy the City offers through CalPERS.

- b. Employees who meet the requirement shall be allowed to utilize their Flexible Benefit Plan contributions for any of the other qualified benefits as provided for in IRC Section 125.
2. The term “eligible employee” for this section includes:
  - a. Regular full-time employees as defined in the Personnel Rules.
  - b. Regular part-time employees as defined in the Personnel Rules. Regular part-time employees who work less than thirty (30) hours per week on average receive prorated benefits based on the percentage of full-time equivalency.
3. Employees may change their health plan participation only during open enrollment or in response to a qualifying event.

#### B. HEALTH BENEFITS CONTRIBUTION

Effective December 1, 2015, the City will contribute to each eligible bargaining unit employee’s cafeteria benefit plan \$1,709.42 towards monthly health premiums based on the Kaiser – Bay Area rate. Effective December 2016, and each year thereafter, the City’s contribution towards monthly health care premiums will increase based on actual increases in the health care premium rate for the regional Kaiser plan the City is linked to for employees and two or more dependents (i.e., family level). The City will contribute the first three percent (3%) of any increases in health premiums for applicable regional Kaiser Area plan for employees and two or more eligible dependents and will contribute fifty-percent (50%) of any increase that is greater than six percent (6%) in any plan year.

#### C. CASH IN-LIEU

Employees with outside health/dental coverage, such as through a spouse, domestic partner, or other acceptable alternate health coverage, and Employees who select less expensive benefits within the cafeteria plan, can elect to take the unused portion of their cafeteria contributions allocated for medical and dental benefits as cash in lieu of receiving any or all of the actual benefit. The amount of cash in lieu is capped at five hundred dollars (\$500) per month.

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

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

Bargaining unit employees may receive the cash in lieu amount in cash (taxable) or they may elect to contribute the in-lieu amount (not taxable) towards their 457 Deferred Compensation Plan as a supplemental retirement benefit.

#### D. DENTAL BENEFITS CONTRIBUTION

The City shall contribute to each Employee's cafeteria benefit plan the total monthly premium for the City's self-funded dental plan for Employee with two (2) or more dependents. The City will continue to include unmarried dependents through age twenty-two (22).

#### E. 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. The City shall contribute towards each Employee's cafeteria benefit plan the amount to purchase a thirty thousand dollars (\$100,000.00) policy.
  - a. This policy will carry an accidental death and dismemberment ("AD&D") rider. The AD&D rider provides a benefit of up to thirty thousand dollars (\$100,000.00) subject to the terms and conditions of the policy.
2. The City shall provide long term disability ("LTD") insurance coverage for all Employees. The City shall contribute towards each Employee's cafeteria benefit plan the amount to purchase the LTD Benefit provided in City of Davis Self-Insured LTD Plan.
  - a. Current Benefits: Up to sixty-six and two-thirds percent (66 2/3%) of the monthly salary. Payments to be paid during the disability until age sixty-five (65). See City of Davis Self-Insured LTD Plan passed and adopted by City Council on December 5, 2001.
  - b. Waiting Period: Benefits shall begin thirty (30) calendar days after occurrence.

#### F. 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 ten thousand dollars

(\$10,000.00). The option to increase or decrease coverage shall be exercisable during open enrollment periods.

2. Flexible Spending Accounts: The City provides a Flexible Spending Account (“FSA”) into which employees may contribute a portion of their regular earnings to pay for qualified dependent care and medical expenses on a pre-tax basis in accordance with IRS regulations. The City shall pay all administrative costs associated with establishing and maintaining FSAs.

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

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

#### G. 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.

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

#### A. EMPLOYEE RETIREMENT

1. The following provisions apply to sworn employees hired into City service on or before December 31, 2012 (“sworn classic members”).
2. The City shall continue providing sworn classic members with the CalPERS “3% at 50” local safety retirement plan. The “single highest year” basis for retirement computation pursuant to California Government Code section 20042 shall continue.
3. Effective January 1, 2016, the current 3% employee pick-up of the City’s CalPERS contribution shall be converted to an employee contribution and sworn classic members will no longer pay any portion of the employer share. Sworn classic members will pay a total of twelve percent (12%) toward the employee’s CalPERS contribution. 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 Review Code 414(h)(2) and related CalPERS Board rulings.

4. The following provisions apply to sworn employees hired into City service as “new members” on or after January 1, 2013 (“sworn PEPRAs”).
5. The City shall continue providing sworn PEPRAs the CalPERS “2.7% @ 57” local safety retirement plan. Effective January 1, 2016, sworn PEPRAs shall contribute fifty percent (50%) of the normal cost of the benefit as the employee’s CalPERS contribution. The City will continue to structure the salary and required employee pension contributions to maximize compensation reported to CalPERS and to take advantage of the federal Internal Review Code section 414(h)(2) and related CalPERS Board rulings.

**B. 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.

**C. 1959 SURVIVOR BENEFIT**

City agrees to continue the increased Level Four (4) 1959 Survivor’s Benefits Payments as permitted by Government Code section 21574.5.

**E. MEDICAL PREMIUMS FOR RETIREES**

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

1. Employees who retire from the City on or before December 31, 2015, will receive the following retiree medical benefit.
  - a. Sworn employees – The City shall continue to contribute to eligible retirees an amount equal to one hundred percent (100%) of the premium for the group health insurance plan available from Kaiser-Bay Area for retired employees and two (2) or more dependents sponsored by the City through CalPERS.
2. Employees who retire after December 31, 2015, but on or before December 31, 2025, will receive the following retiree medical benefit.
  - a. Sworn employees who retire with at least twenty (20) years of City service or as a result of disability – the City shall contribute to eligible retirees an amount equal to one hundred percent (100%) of the premium for the group health insurance plan available from the Kaiser-Bay Area for retired employees and two (2) or more dependents sponsored by the City through CalPERS. Once the

employee has transferred to a Medicare plan, the City will pay the Medicare Supplemented/Managed Medicare monthly rate based on the CalPERS Kaiser Bay Area rate for employee plus two (2) or more dependents.

- b. Sworn employees who retire with less than twenty (20) years of City service or as a result of disability – the City shall contribute to eligible retirees an amount equal to seventy-five percent (75%) of the premium for the group health insurance plan available from Kaiser-Bay Area for retired employees and two (2) or more dependents sponsored by the City through CalPERS. Once the employee has transferred to a Medicare plan, the City will pay the Medicare Supplemented/Managed Medicare monthly rate based on the CalPERS Kaiser Bay Area rate for employee plus two (2) or more dependents.
3. Employees who retire after December 31, 2025, will receive the following retiree medical benefit. “Retire” includes both service and disability retirement.
    - a. The City shall contribute to eligible retirees an amount equal to seventy-five percent (75%) of the premium for the group health insurance plan available from the Kaiser-Bay Area for retired employees and two (2) or more dependents sponsored by the City through CalPERS. Once the employee has transferred to a Medicare plan, the City will pay the Medicare Supplemented/Managed Medicare monthly rate based on the CalPERS Kaiser Bay Area rate for Employee plus two (2) or more dependents.
  4. Employees hired on or after January 1, 2013 who retire for service or disability– The City shall contribute to eligible retirees an amount equal to the Medicare Supplemented/Managed Medicare monthly rate based on the CalPERS Kaiser Bay Area rate for employee plus one (1) dependent based on status.

#### **F. DENTAL BENEFITS FOR RETIREES**

The City shall make the dental plan available for retirees to continue at their own expense, at the same total monthly premium for the group dental insurance plan sponsored by the City for an eligible employee and two (2) or more dependents.

#### **SECTION 5. DEFERRED COMPENSATION.**

City agrees to continue the contract with the International City Managers Association (ICMA) and PERS 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. EDUCATION/CERTIFICATE INCENTIVE.**

1. Management Certificate. Employees who have earned a POST Management Certificate shall receive an additional 3% above base salary.
2. Command College/FBI Academy. Employees who complete POST Command College or the FBI National Academy shall receive an additional 3% of base salary.
3. Post-Graduate Pay. Additionally, employees who hold a Master's degree or Doctorate degree from an accredited school or university shall receive an additional 2.5% of base salary as educational incentive.
4. The total educational/certificate incentive shall not exceed a maximum of 8.5%. Incentive pay shall become operative at the time that the employee can demonstrate attainment of appropriate criteria, which may occur in advance of actual receipt of formal degree and/or certificates.

**SECTION 7. SERVICE TERM BONUS.**

- A. 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 bonus pay indicated below.

<b><u>Service Term</u></b>	<b><u>Service Term Bonus</u></b>
Beginning of 5 <sup>th</sup> year of service with the City of Davis	2.5% of base salary
Beginning of 10 <sup>th</sup> year of service with the City of Davis	2.5% of base salary
Beginning of 15 <sup>th</sup> year of service with the City of Davis	2.5% of base salary
Beginning of 20 <sup>th</sup> year of service with the City of Davis	2.5% of base salary
Beginning of 25 <sup>th</sup> year of service with the City of Davis	2.5% of base salary

- B. 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 two years of separation, prior service time will not be credited.

**SECTION 8. LEAVE.** City agrees employees will earn the following paid leave time as specified:

- A. VACATION LEAVE The purpose of an annual vacation leave is to enable each employee to have a period of time to use as they desire, to rest and relax, and to return to their work mentally refreshed.
1. Employees are able to cash-out up to forty (40) hours of vacation as long as: (1) the employee has at least fifteen (15) years of service with the City, and (2) the employee has a minimum of one (1) year of accrued vacation on the books.

2. The number of days earned per year shall be prorated and accrued on a bi-weekly basis. Employees shall not vest vacation leave until it is actually accrued.
3. The times during a calendar year at which an employee may take their vacation shall be determined by the department head with due regard for the wishes of the employee, and with particular regard for the needs of the service. If the requirements of the service are such that an employee cannot take part or all of their annual vacation in a particular calendar year, such vacation shall be taken during the following calendar year.
4. Any employee, with the consent of the department head and the City Manager, may defer as many working days of their annual vacation as they accumulate during a given year to the succeeding calendar year.
5. Employees who terminate employment shall be paid in a lump sum for all accrued, unused vacation leave earned prior to the effective date of termination.
6. Employees shall earn vacation leave during each calendar year according to the following schedule:

<u>Years of Employment</u>	<u>Vacation 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

B. MANAGEMENT LEAVE The purpose of management leave is to partially compensate each employee for the extra time that such employee is required to devote to City business outside of normal duty hours. Employees receive no other compensation for the extra time that they devote to City business and, as such, are entitled to management leave with pay.

1. Employees shall be credited with eighty (80) hours of management leave each calendar year, which shall be prorated and accrued on a bi-weekly basis.
2. The employee shall not vest management leave time until it is actually accrued.
3. Employees are encouraged to take all of their management leave off with pay.

4. However, employees are entitled to three (3) options with respect to the manner in which they use this leave:
    - a. Take their accumulated time off with pay.
    - b. Receive a cash payment for fifty (50) percent of the management leave accrued in one (1) year, and take the remaining balance of their accumulated time off with pay.
    - c. Receive a cash payment for a hundred (100) percent of the management leave accrued in one year.
  5. Any employee, with the consent of the department head and the City Manager, may defer as many working days of their annual management leave as they accumulate during any given year to the succeeding calendar year.
  6. The policy statements contained in this MOU regarding the time during the calendar year at which an employee may take their vacation leave, holiday leave, and payment for leave upon termination of employment, shall also apply to management leave.
- C. 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) work 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 two (2) hours after the time set for beginning the daily duties, or as may be specified by the department head.
  3. 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. 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 as subsequently amended.

- D. HOLIDAYS Employees shall accrue vacation in lieu of holiday time on a pro rata basis per pay-period for an annual total of one-hundred sixteen (116) hours.
- E. JURY DUTY LEAVE Every employee who is called or required to serve as 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.
- F. LEAVE OF ABSENCE WITHOUT PAY The City Manager may grant an employee leave of absence without pay or seniority for a period that will not exceed twelve (12) months in any 12 month period. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and the approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time it was granted. Failure on the part of an employee on leave to report at its expiration or within a reasonable time after notice to return to duty shall be cause for discharge.

Department heads may grant an employee leave of absence without pay for not to exceed one (1) calendar week. Such leave shall be reported to the City Manager.

- G. 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 twenty-four (24) hours after notice to return shall be cause for immediate discharge.

## **SECTION 9. UNIFORMS**

- A. NEW EMPLOYEE UNIFORMS New employees will be provided \$5,000 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, subject to Department Policy. 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. NEW SWAT AND EOD MEMBERS 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. RE-ASSIGNED DIVISION COMMANDERS Employees who are transferred from a uniformed assignment to a plain-clothes assignment, or from a plain-clothes assignment to a uniformed assignment, where the transfer is reasonably anticipated to last more than one-year, shall, in addition to the annual uniform allowance, be provided a \$500.00 lump sum payment.
- D. UNIFORM REPLACEMENT ALLOWANCE City agrees to provide a uniform replacement allowance for each eligible employee of \$1,500.00 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. The allowance shall be paid in a lump sum at the beginning of each fiscal year.
- E. SWAT AND EOD REPLACEMENT ALLOWANCE City agrees to provide a uniform replacement allowance for each SWAT or EOD member of \$250.00 per fiscal year after the first year of participation. Eligible items are those specified in departmental regulations.
- F. UNIFORM CLEANING ALLOWANCE City agrees to pay employees 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 that the City requires them to wear during the performance of their assigned duties. City agrees to pay eligible employees one-half (1/2) of the "Uniform Cleaning Allowance" at the end of each half of each fiscal year.
- G. UNIFORM 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 employees.
- H. 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 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 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.
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 settings in watches, eye glasses, and other normal utilitarian items.

- c. Losses of any automobile or other vehicle.
  - d. Losses to the property of others 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 his/her loss, his/her 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 nor 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 date of purchase.
    - d. 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 10. LAYOFF GUIDELINES**

In the event of layoffs, City shall endeavor to provide as much notice as reasonably practicable to affected employees attempting to do the best for employees realizing it takes as much as four to six months to find a new position. If layoffs are necessary, they would be implemented based on time in rank and grade.



### **SECTION 11. EXTRA DUTY EMPLOYMENT.**

Employees who engage in Extra-Duty employment under the Rules and Regulations adopted by the department head shall be compensated under the terms of the Davis Police Officers Association MOU.

### **SECTION 12. MUTUAL AID/DECLARED DISASTER EMERGENCY**

To the extent that the City costs are reimbursable by the federal or state government, the City agrees to pay employees time and one-half the regular rate of pay for all time away 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 13. BILINGUAL PAY.**

- A. City agrees to pay \$150.00 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 \$200.00 per month total in bilingual pay, to employees who are designated in writing by the City to administer the initial bilingual certification test and the update testing to other Department employees.
- B. 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.
- C. 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.
- D. Effective Dates: Employees covered by this MOU are eligible from the first day of hire to qualify to be tested and to qualify for receipt of bilingual 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 14. INTERNAL RELATIONSHIPS**

Maintain current internal relationships in order to prevent salary compression issues with positions in the Davis Police Officer Association.

Police Lieutenant will maintain a minimum of a 25% differential above Police Sergeant.  
Deputy Police Chief will be a minimum of 10% above the Police Lieutenant.  
Assistant Police Chief will be a minimum of 10% above the Deputy Police Chief.

#### **SECTION 15. GRIEVANCES**

The grievance procedure stated in City of Davis Personnel Rules and Regulations adopted September 13, 2000 and as subsequently amended from time to time, shall be the exclusive method of adjusting grievances between City and employees.

#### **SECTION 16. WRITTEN REPRIMANDS**

The City agrees to automatically remove Written Reprimands from all covered employees under this MOU 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 17. MANDATORY DIRECT DEPOSIT.**

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

#### **SECTION 18. TERM AND EFFECT OF AGREEMENT**

- A. This MOU shall be effective July 1, 2015, and shall remain in effect to and including June 30, 2017.
- B. During the term of the MOU, the provisions herein shall govern the wages, hours, benefits, and working conditions of employees covered by this MOU. Except as otherwise provided herein, neither party hereto shall be required to meet and confer upon matters set forth in this MOU, except that the parties may meet and confer during the term of this MOU on any matter within the scope of representation where (1) the matter is not covered by the MOU or was not expressly raised as an issue during the meeting and conferring process by which this MOU arose; and (2) there has arisen a significant change in circumstances with respect to such matter, which could not have reasonably been anticipated by both parties at the time they signed this MOU.

C. City and employees agree that meet and confer sessions pertaining to a successor MOU shall be commenced as soon as possible after the request of either party made after January 1, 2017 with the mutual intent of ratifying such MOU prior to June 30, 2017.

**SECTION 19. CONSTRUCTION OF AGREEMENT**

The language in all parts of this MOU shall, in all cases, be construed as a whole and in accordance with its ordinary and fair meaning. The captions of the paragraph and sub paragraphs of this MOU are for convenience only and shall not be construed or referred to in resolving questions of construction.

This MOU has been reviewed by both parties and by legal counsel for the City. The agreement shall be deemed to have been drafted by both parties and ambiguities shall not be construed against either party.

**SECTION 20. COVENANT OF GOOD FAITH AND FAIR DEALING.**

Neither party shall do anything which shall have the effect of harming or injuring the other party to receive the benefits of this MOU; each party shall refrain from doing anything which would render its performance under this MOU impossible; and, each party shall do everything which this MOU contemplates to accomplish the purposes and objectives of this MOU.

**SECTION 21. EFFECTIVE DATE OF CHANGES.**

Except as otherwise specified, this agreement is effective July 1, 2015.

**SECTION 22. 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 MOU shall remain unchanged during the term of this MOU. This MOU is the entire agreement of the parties.

**SECTION 23. COPIES OF AGREEMENT.**

City shall provide all employees 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.

DATED: \_\_\_\_\_

EMPLOYEE RELATIONS OFFICER OF THE  
CITY OF DAVIS

By:   
Dirk Brazil

Individual Sworn Police Managers:

Darren Pytel

Tom Waltz

Glen Glasgow

Paul Doroshov

Ton Phan