MEMORANDUM OF UNDERSTANDING

Between

INDIVIDUAL SWORN POLICE MANAGERS

and

THE CITY OF DAVIS

July 1, 2017, through June 30, 2019
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 SWORN 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, 2017, and ending June 30, 2019, 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

The base pay increases for employees covered by this MOU shall be as follows:

1. Effective the first full pay-period following July 1, 2017, the pay scales for all employees will be increased by two percent (2%).
2. Effective the first full pay-period following July 1, 2018, the pay scales for all employees will be increased by two percent (2%).

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 base pay. The details of Plan eligibility and operational requirements are set forth in the Plan documents.

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

1. All eligible employees must enroll in one of the PEMHCA medical plans unless they submit to the City satisfactory proof of alternative medical insurance coverage 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 the plan year beginning January 1, 2018, the City will contribute to each eligible bargaining unit employee’s cafeteria benefit plan $1,744.26 towards monthly health premiums. 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 employee plus two or more dependent level (i.e., family level) as follows: the City will contribute the first three percent (3%) of any increases in health premiums for applicable regional Kaiser area plan at the family level and will contribute fifty-percent (50%) of any increase that is greater than six percent (6%) in any plan year.

C. PEMHCA

For qualifying regular full time employees enrolled in a CalPERS PEMHCA medical plan, the City is obligated to pay the minimum employer contribution to CalPERS on behalf of qualifying employees pursuant to the City’s PEMHCA resolution and Government Code section 22892. The City contribution in Section 3.B. above includes the minimum employer contribution.

D. CASH-IN-LIEU

Bargaining unit 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.

Bargaining unit 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).
Bargaining unit 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.

E. 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 22. Electing dental coverage is optional.

F. LIFE INSURANCE & LONG TERM DISABILITY BENEFIT

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

1. The City shall contribute towards each Employee’s cafeteria benefit plan the amount to purchase a one hundred thousand dollar ($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 one hundred 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.

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

G. 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 or medical expenses on a pre-tax basis in accordance with IRS regulations. The City shall pay all administrative costs associated with establishing and maintaining FSAs.

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

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

**SECTION 4. PERS RETIREMENT SYSTEM.**

A. **SWORN (SAFETY) EMPLOYEE RETIREMENT**

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

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

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

Effective upon approval of the contract amendment by CalPERS, employees covered by Section 4.A.1 shall pay, through payroll deduction, the 100% of the nine percent (9%) member contribution plus an additional three percent (3%) of PERSable compensation for a total contribution of twelve percent (12%) toward the cost of pension benefits as permitted by Government Code Section 20516. The parties acknowledge that CalPERS mandates an election of unit members, separate from ratification of this Agreement, to provide for this cost sharing pursuant to Government Code Section 20516. As soon as practicable after the effective date of this Agreement, the City will initiate the contract amendment process. Upon approval and agreement from the bargaining unit and completion of the City’s amendment to the CalPERS contract, employee contributions...
will be made pursuant to Government Code Section 20516, Employee Cost Sharing of Additional Benefits. Notwithstanding the above, the above referenced three (3%) cost sharing shall continue outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f), and shall extend beyond the expiration of this MOU. Employees and the City will take all actions necessary to implement the pension cost sharing agreement described in Section 4.A.1.

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

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

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

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

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

B. 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

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

D. MEDICAL BENEFIT PREMIUMS FOR RETIREES

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

1. Employees who retire from the City on or before December 31, 2015, will receive the following retiree medical benefit.

a. 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 hired prior to January 1, 2013, 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.

5. PEMHCA – Pursuant to PEMHCA and relevant PERS regulations, a retired employee will qualify for retiree medical benefits if his or her retirement from the City is effective within 120 days of his or her separation from employment with the City and the retired employee receives a retirement allowance from CalPERS resulting from his or her service with the City (Annuitant). Annuitants are eligible to continue health coverage under PEMHCA. An Annuitant will receive the PEMHCA minimum contribution regardless of retirement date.
6. All contributions shall be made pursuant to the City’s PEMHCA resolution and Government Code section 22892. All contributions referenced in Section 4.E. above include the minimum contribution.

7. All City contributions in excess of the minimum employer contribution shall be done on a reimbursement basis pursuant to IRS regulations.

8. For all employees who retire after January 1, 2018, the amount of contribution from the City referenced throughout Section 4.E. shall be based on CalPERS Kaiser rate for the region in which the City is assigned (currently Kaiser Sacramento region) rather than Kaiser Bay Area.

E. 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. PERS SPECIAL COMPENSATION PAY.

A. POST CERTIFICATE PAY

1. Management Certificate. Employees who have earned a California Commission on Peace Officers Standards and Training (POST) Management Certificate shall receive a three percent (3%) increase above their base pay.

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

B. EDUCATIONAL INCENTIVE PAY

1. Command College/FBI National Academy. Employees who complete POST Command College or the FBI National Academy shall receive a three percent (3%) increase above base pay for educational incentive pay.
2. Post-Graduate Pay. Additionally, employees who hold a Master’s degree or Doctorate degree from an accredited school or university shall receive a two and one-half percent (2.5%) increase above base pay as educational incentive pay.

3. The combined total educational incentive pay shall not exceed a maximum of five and one-half percent (5.5%) increase above base pay. 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. The Police Chief is required to evaluate and approve acceptable courses of education and/or changes under this provision.

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

C. LONGEVITY PAY

Longevity pay is additional compensation to sworn peace officers who have been with the City of Davis or in a peace officer job classification (aggregate service with the City of Davis and any other law enforcement agency or agencies) for a term exceeding 5 (five) years.

Commencing the pay-period following ratification of this Agreement, sworn peace officers shall receive the longevity pay indicated below:

<table>
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<th>Service Term</th>
<th>Longevity Pay</th>
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<td>After five (5) years of sworn service</td>
<td>2.5% increase above base pay</td>
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<td>After ten (10) years of sworn service</td>
<td>2.5% increase above base pay</td>
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<tr>
<td>After fifteen (15) years of sworn service</td>
<td>2.5% increase above base pay</td>
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<tr>
<td>After twenty (20) years of sworn service</td>
<td>2.5% increase above base pay</td>
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<tr>
<td>After twenty-five (25) years of sworn service</td>
<td>2.5% increase above base pay</td>
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The maximum longevity pay for a sworn employee is a twelve and one-half percent (12.5%) increase above the sworn employee’s base pay. Longevity pay shall be included on each eligible employee’s bi-weekly payroll.

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

D. BILINGUAL PAY

1. City agrees to pay one hundred and fifty dollars ($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 fifty dollars ($50.00) per month, not to exceed two hundred dollars ($200.00) per month total in bilingual pay, to employees who are designated in writing by the City to administer the initial bilingual certification test and the update testing to other Department employees.

2. Certification: Certification of proficiency will be accepted upon successful completion of a written and an oral test administered by and individual or organization designated by the City.

a. Employees will pay the charged fee to be tested the first time. Employees will be reimbursed for the full amount of the fee if they pass the test. City will pay additional costs, if any, associated with administration of the test and for the annual updates.

b. The test will be designed by the City designated individual or organization with participation by one member of Police Management and one member of the Human Resource Office.

c. If an employee fails the initial test, all expenses associated with requests for subsequent re-testing will be paid in full by the employee.

3. 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.

4. 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.

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

SECTION 7. EMPLOYEE DUTIES.

A. EMPLOYEE DUTIES

Employees shall perform the duties of such position as established by their job description as directed by the Police Chief. Employees shall faithfully, diligently, and to the best of employee’s abilities, perform all duties that may be required.

Employees agree that they have a duty of loyalty and a general fiduciary duty to the City. Employee shall devote the whole of employee’s working time, skill, experience, knowledge, ability, labor, energy, attention and best effort exclusively to the City’s business and affairs.
B. NO CONFLICT

Employees shall not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, which is actually or potentially in conflict with, inimical to, or which interferes with the performance of employee’s duties. Further, employee shall not, during the term of this Agreement, engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office under California law. Employee will complete annual disclosure forms required by law.

C. HOURS OF WORK

Employees covered by this MOU are in FLSA-exempt positions. Employee’s normal schedule shall be Monday through Friday 8 a.m. to 5 p.m. unless an alternative work schedule is assigned by Police Chief. Regardless, employees are expected to engage in those hours of work that are necessary to fulfill the obligations of their position. It is recognized that employees must sometimes devote time to the business of the City outside of the City’s customary work hours, and to that end employee’s schedule of work each day and week may vary in accordance with the work required to be performed and in accordance with any specific direction provided by the Police Chief.

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. 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.

2. The times during a calendar year at which an employee may take their vacation shall be determined by the Police Chief 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.

3. Any employee, with the consent of the Police Chief 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.

4. 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.
5. Employees shall earn vacation leave during each calendar year according to the following schedule:

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<th>Years of Employment</th>
<th>Vacation Hours Earned Per Year</th>
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6. Effective the pay period following ratification of this Agreement, for purposes of the above accrual rates, “Years of Employment” includes the aggregate time an employee has served in a sworn law enforcement capacity with the City and any other law enforcement agency.

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. Any employee, with the consent of the Police Chief 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.

4. 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. CASH-OUT OF VACATION/MANAGEMENT LEAVE

1. Employees are encouraged to take their vacation and management leaves off with pay.

2. 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.
3. Employees are able to cash out up to one-hundred (100) percent of the management leave accrued in one year.

4. In compliance with IRS regulations, employees must make an irrevocable election to receive a cash payment of vacation leave and/or management leave hours prior to accruing those hours. Employees must submit an irrevocable election form to Human Resources no later than December 31st of the year prior to the year in which the vacation and/or management leave will be accrued and cashed-out. An employee may elect to apportion the hours between no more than two (2) pay periods per year, limited to the amount of vacation and/or management leave accrued as of the time of the cash-out. For example, an employee accruing eighty (80) hours of management leave per year accrues at a rate of 3.0769 hours per pay period. It will take this employee seven (7) pay periods to accrue twenty (20) hours sought to be cashed out. Therefore, the employee could not receive a cash payment for twenty (20) hours until the eighth pay period of the year.

D. SICK LEAVE

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

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

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

2. In order to receive compensation while absent on sick leave, the employee shall notify his or her immediate supervisor or other appropriate department person prior to, or within one (1) hour before the time set for beginning the daily duties, or as may be specified by the Police Chief.

3. An employee may be required to file a physician’s certificate stating the cause of absence at the discretion of a supervisor or manager. However, nothing in this provision shall be construed that any employee waives any right of privacy guaranteed under state and/or federal law.

4. Sick Leave may be used in accordance with California’s Paid Sick Leave law, as it may from time to time be amended. Under current law, an employee may use paid sick leave for one of the following reasons:

   a. For the employee’s own diagnosis, care, or treatment of an existing health condition
or preventative care.

b. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:

1. Spouse or Registered Domestic Partner.
2. Child (including a biological, adopted, or foster child, stepchild, legal ward), or
3. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child).
5. Grandchild.
6. Sibling.

c. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:
   1. A temporary restraining order or restraining order.
   2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
   3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
   4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
   5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
   6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

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

E. 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.

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 holiday leave.
F. 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.

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

Sworn employees that are new to the Department will be provided three thousand dollars ($3,000) for the purchase of uniforms and two thousand dollars ($2,000) for the purchase of safety equipment, for a total of five thousand dollars ($5,000). These uniforms and equipment are to be considered personal property. It is the responsibility of the employee to obtain and maintain these items. Eligible items are those specified in the Departmental Regulations and are to include a gun and a ballistic vest which must be worn while in uniform and out of the office. If an employee is in the office, they must have the vest immediately available. If an employee leaves, for any reason, while still on probation, two options are available for pay back, which include (1) prorate the cash allowance provided by the City from the date of hire to be repaid by employee, or (2) return equipment purchased with City funds and identified by the Department.

For CalPERS Classic members, uniform purchase allowance is considered special compensation and will be reported to CalPERS ($3,000). Pay will be reported to CalPERS each pay period on a pro-rated basis.

B. NEW SWAT AND EOD MEMBERS

Employees who become new SWAT or EOD members will be provided six hundred dollars ($600.00) lump sum one-time only payment for safety equipment. It is the responsibility of the Employee to obtain and maintain these items. Eligible safety equipment 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 uniform 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.

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

E. **SWAT AND EOD REPLACEMENT ALLOWANCE**

City agrees to provide a safety equipment 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. The allowance shall be paid in a lump sum at the beginning of each fiscal year.

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.

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

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, except as required by state law.
   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 their loss, their interest therein, or in the case of any fraud or false statements by the employee relating thereto.

4. In no event shall City be liable for more than Five-Hundred ($500) for any individual item 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 Police Chief 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. INTERNAL RELATIONSHIPS

Maintain current internal relationships in order to prevent salary (base-pay) compression issues with positions in the Davis Police Officer Association.

Police Lieutenant will maintain a minimum of a 25% base pay differential above Police Sergeant.

Deputy Police Chief will be a minimum of 10% base pay above Police Lieutenant.

Assistant Police Chief will be a minimum of 10% base pay above Deputy Police Chief.

SECTION 14. 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 15. 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 16. MANDATORY DIRECT DEPOSIT

The employees agree to implement mandatory payroll direct deposit for all employees covered by this MOU.
SECTION 17. TERM AND EFFECT OF AGREEMENT

A. This MOU shall be effective July 1, 2017, and shall remain in effect to and including June 30, 2019.

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, 2019 with the mutual intent of ratifying such MOU prior to June 30, 2019.

SECTION 18. 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 19. 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 20. EFFECTIVE DATE OF CHANGES

Except as otherwise specified, this agreement is effective July 1, 2017.
SECTION 21. 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 22. 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: 12/20/17

EMPLOYEE RELATIONS OFFICER OF THE CITY OF DAVIS
By: Michael Webb

INDIVIDUAL SWORN POLICE MANAGERS
By: David Delaini
By: Tom Waltz
By: Michael Munoz

By: Paul Doroshov
By: Ton Phan