

RESOLUTION NO. 17-139, SERIES 2017

RESOLUTION APPROVING SIDE LETTER AMENDING THE 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, 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 Side Letter, attached hereto, and made a part hereof; and

WHEREAS, this Council finds that the provisions and agreements contained in said Side Letter are intended to update wording from past Memorandum of Understanding Agreements so as to comply with California Public Employee Retirement System regulations; and

WHEREAS, the Davis Police Officers Association have previously ratified the terms and conditions of this memorandum.

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

PASSED AND ADOPTED by the City Council of the City of Davis on this 17th day of October, 2017, by the following vote:


AYES: Arnold, Frerichs, Lee, Swanson, Davis

NOES: None



Robb Davis
Mayor

ATTEST:



Zoe S. Mirabile, CMC
City Clerk

SIDE LETTER
MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF DAVIS AND
THE DAVIS POLICE OFFICER ASSOCIATION

This letter of agreement is entered into by the City of Davis Police Officer Association and the City of Davis (hereafter referred to as the City) after having met and conferred in good faith. This side letter makes revisions to the Memorandum of Understanding (MOU) through June 30, 2017.

For the period of January 1, 2016 through current, the following language is changed as noted below.

Section 3, subsection A is deleted and replaced as shown below.

SECTION 3. — SPECIAL COMPENSATION

A. Investigators Special Assignment Pay

- ~~1. The City agrees to continue the Investigations Special Assignment pay for sworn employees assigned to the Investigations Division or to Professional Standards.

 - ~~a. Upon appointment to the Investigations Division, or to Professional Standards, sworn employees will receive a one percent (1%) increase above their base salary.~~
 - ~~b. Thereafter, sworn employees will be granted additional one percent (1%) increases above their base salary on the anniversary of their appointment date to the assignment based on meeting or exceeding their Position Performance Standards and with concurrence of the Police Chief.~~
 - ~~c. No more than a one percent (1%) increase may be granted in any one year period and the total Investigations Special Assignment pay shall not exceed five percent (5%).~~
 - ~~d. Sworn employees leaving the assignment prior to their next evaluation date are not eligible to receive any additional increases, unless they return to the Investigations Division or to Professional Standards, in which case they may continue to earn additional pay increases, not to exceed a total of five percent (5%).~~
 - ~~e. Sworn employees shall continue receiving their Investigations Special Assignment pay after transferring out of the assignment; however, this provision should not be construed to mean that any sworn employees who never received, or discontinued receiving the Investigations Special Assignment pay under previous MOU, will be awarded the Investigations Special Assignment pay unless they return the Investigations Division or to Professional Standards and earn the pay subject to the provisions in this MOU.~~~~

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SECTION 3. INCENTIVE, EDUCATIONAL AND SPECIAL ASSIGNMENT PAY

A. Detective Division / Intelligence Duties Premium Pay

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

IN WITNESS THEREOF, the parties hereto have executed this Memorandum of Understanding
this day of October 5, 2017.

DAVIS POLICE OFFICERS
ASSOCIATION

BY 
Tim Talbot

CITY OF DAVIS

BY 
Dirk Brazil, City Manager