

RESOLUTION NO. 23-114, SERIES 2023

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

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 members of the Individual Sworn Police Management group, the recognized employee organization for sworn police management positions, as designated in said resolution, have met and conferred in good faith; and

WHEREAS, the City Council of the City of Davis previously passed a Memorandum of Understanding with the Individual Sworn Police Management group in 2019, which was extended by Side Letter through June 30, 2023; and

WHEREAS, in accordance with said Memorandum, the City Manager and his representatives and the Individual Sworn Police Management have reached agreement in regards to a successor agreement; 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 that the City Council of the City of Davis does hereby resolve that the terms and conditions contained in said Memorandum of Understanding are hereby adopted, subject to ratification by the Individual Sworn Police Management group; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the MOU on behalf of the City and complete all budget adjustments for all funds necessary to implement the MOU.

PASSED AND ADOPTED by the City Council of the City of Davis on this 29th day of August, 2023, by the following vote:

AYES: Chapman, Neville, Partida, Vaitla, Arnold

NOES: None


Will Arnold
Mayor

ATTEST:

Zoe S. Mirabile, CMC
City Clerk

MEMORANDUM OF UNDERSTANDING

Between

INDIVIDUAL SWORN POLICE MANAGERS

and

THE CITY OF DAVIS

July 1, 2023, through December 31, 2024

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, 2023, and ending December 31, 2024**, 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. Market Adjustment

Employees covered by this MOU, and employed as of the ratification date of this agreement, will have their base hourly pay rate increased by the market adjustment equivalent implemented to other sworn staff covered by the MOU between the City of Davis and the Davis Police Officers Association effective July 10, 2023, the first full pay-period following July 1, 2023.

SECTION 3. BENEFITS

A. Flexible Benefit Plan (Cafeteria Plan)

In accordance with “The City of Davis Flexible Benefits Plan” adopted November 21, 2006 and as may be amended and re-adopted on a periodic basis, 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.
 - 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. Medical Benefits Contribution

Effective the plan year beginning January 1, 2023, the City will contribute to each eligible bargaining unit employee’s cafeteria benefit plan \$2,045.99 towards monthly health premiums. Each year thereafter, the City’s contribution towards monthly medical care premiums will increase based on actual increases in the medical 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. 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 dependents through the month in which the dependent reaches age 26. Electing dental coverage is optional.

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 medical/dental coverage, such as through a spouse, domestic partner, or other acceptable alternate health coverage (other medical coverage must meet certain federal requirements to qualify for cash in lieu; government sponsored plans, for example Medicare and Covered California, do not qualify for cash in lieu), 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 (medical, dental, vision) 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 (medical, dental, vision) 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.

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. Vision Care

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

H. 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 a designated maximum 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. The maximum of unused amounts that can be used in the subsequent

year is based on 20% of the IRS maximum election (e.g. when the IRS maximum election was \$2500, the maximum amount that could be used in the subsequent year was \$500). All other unused amounts in an employee's FSA cannot be rolled over to the next calendar year.

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.

Employees covered by Section 4.A.1 shall pay, through payroll deduction, 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 agree that employee contributions will be made pursuant to Government Code Section 20516, Employee Cost Sharing of Additional Benefits.

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 hired prior to January 1, 2013, 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 Kaiser 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 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 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 rate for employee plus two (2) or more dependents.
2. 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 Kaiser 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 rate for Employee plus two (2) or more dependents.

3. 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 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 their retirement from the City is effective within 120 days of their separation from employment with the City and the retired employee receives a retirement allowance from CalPERS resulting from their 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.D. 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. The amount of contribution from the City referenced throughout Section 4.D. shall be based on CalPERS Kaiser rate for the region in which the City is assigned. References to the CalPERS Medicare Supplemented/Managed Medicare Kaiser rates refer to the Kaiser Permanente Senior Advantage plan offering.
9. As clarification of past and current retiree medical plan, the following is added:

The retiree benefit for which the employee is eligible as described above, is to be paid towards enrollment in CalPERS retiree medical plan. A retiree may not receive the benefit value to apply towards coverage through a spouse, other purchased plan, or medicare (plan a, b, or other).

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. At the time of retirement, retirees are eligible to elect to continue dental coverage for themselves and their current eligible dependents. Retiree dental may be dropped during open enrollment or based on a qualifying event; however, enrollment may not be added (for retiree or dependents) after initial enrollment.

SECTION 5. DEFERRED COMPENSATION.

The City agrees to continue the contract with the International City Management Association Retirement Corporation (“ICMA-RC”) now doing business as “MissionSquare” and CalPERS, as well as other providers as the City deems appropriate, for deferred compensation programs entitling employees to defer receipt of a portion of their pay until retirement or other time jointly agreed upon by individual employees and the plan providers. Nothing contained herein shall obligate the 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 as defined in the Penal Code (aggregate service with the City of Davis and any other law enforcement agency or agencies) for a term exceeding 5 (five) years.

Sworn peace officers shall receive the longevity pay indicated below:

Service Term	Longevity Pay
After five (5) years of sworn service	2.5% increase above base pay
After ten (10) years of sworn service	2.5% increase above base pay
After fifteen (15) years of sworn service	2.5% increase above base pay
After twenty (20) years of sworn service	2.5% increase above base pay
After twenty-five (25) years of sworn service	2.5% increase above base pay

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 refresher training five (5) years 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 or 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:

<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

6. For purposes of the above accrual rates, “Years of Employment” includes the aggregate time an employee has served in a peace officer job classification, as defined in the Penal Code, 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 pursuant to City policy and/or law. 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:
 - o A child, which for purposes of this provision means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
 - o A 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.
 - o A spouse.
 - o A registered domestic partner.
 - o A grandparent.
 - o A grandchild.
 - o A sibling.

- A designated person which, for purposes of this provision, means a person identified by the employee at the time the employee requests paid sick days. The City may limit an employee to one designated person per 12-month period for paid sick days.

- 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. Bereavement Leave

In compliance with the provisions of AB 1949(2022), employees may use up to five (5) standard days (40 hours) of protected leave for the purposes of bereavement upon the death of a parent, child, spouse/registered domestic partner, grandparent, grandchild, or sibling, (parent and child as defined within section 8, paragraph D. 4.B. above). The City will provide employees with up to 24 hours of paid bereavement for each instance of bereavement. Employees may use an additional 16 hours for each instance of bereavement either as unpaid time or using the employee's available sick leave or other available leave (e.g., vacation) as requested by the employee. Bereavement leave may be taken intermittently or consecutively but must be used within three (3) months of the death. Paid bereavement leave does not accrue, has no cash value and does not accumulate over time.

If such loss requires additional time from work beyond 40 hours, an employee may be approved to use sick leave for purposes of grieving and travel to and from memorial services. Such additional time may require documented verification of loss. If an employee requires additional time from work (beyond the 40 hours of protected bereavement leave) to address the business or personal affairs as a result of such loss, the employee may request approval to use vacation with appropriate notice and coordination with operational needs.

F. 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.

G. 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.

H. 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. Uniform Purchase Allowance

The City shall provide each newly employed sworn employee with the following uniforms: one (1) full Class-A uniform; two (2) full Class C uniforms; shoes/boots; cold weather jacket and raingear. The city shall also provide each new sworn employee with the following safety equipment: firearm, holster(s) and magazines; ballistic vest with internal and external carrier; and duty belt with authorized safety equipment as specified in Department Regulations.

Employees are responsible for the care and maintenance of the above safety equipment, which will be considered City property.

For employees hired before the adoption of this agreement, the City shall replace damaged, expired, and worn safety equipment, excluding firearm, holster(s), magazines and ballistic vest with internal and external carrier, as necessary.

For employees hired on or after the adoption of this agreement, the City shall replace damaged, expired and worn safety equipment, as specified above, as necessary.

For CalPERS Classic members, the initial uniform value (\$2,000.00) is considered special compensation and will be reported to CalPERS in accordance with CalPERS directions.

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.

B. 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.

For CalPERS Classic members, uniform allowance is considered special compensation and will be reported to CalPERS (\$500) in accordance with CalPERS directions.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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 thirty three and one-third percent (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

The current internal relationships shall be maintained 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. DISCIPLINE

- A. The City agrees to automatically remove Written Reprimands from an employee's personnel files after five (5) years and six (6) months, provided 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.
- B. The City agrees that Article VII of the City of Davis Personnel Rules and Regulations shall be modified as follows when applied to employees represented by the Association:

Section 7.7. Disciplinary Procedures for Major Discipline.

- A. Charges for Suspension, Merit Decrease, Demotion or Dismissal. Where the recommended discipline is major, as defined, a preliminary written statement of charges, signed by the Police Chief, or their designee, supporting the discipline shall be served on the employee. Service of the preliminary written statement of charges shall comply with Government Code Section 3304(d) and be made at least five (5) days before a pre-disciplinary hearing pursuant to Section 7.7(C). The charges shall state:
1. The recommended discipline.
 2. The reasons for the discipline.
 3. The names of witnesses to the incident(s) precipitating the discipline if applicable.
 4. The identity of any written documents and other materials relied upon to support the discipline or that are otherwise pertinent to the discipline.
- B. Service of Charges. Service of the preliminary written statement of charges shall be made by:
1. Personally giving the employee a copy; or
 2. If personal delivery is infeasible, then by one of the following:
 - a. A recognized overnight delivery service (e.g., Federal Express).
 - b. U.S. Postal Service overnight mail.
 - c. U.S. registered or certified mail, with a return receipt.
 - d. Any other reasonable method that is normally employed in commerce to deliver items of importance from one person or entity to another, where proof of service is obtained.

Service is deemed complete when either one of the preceding steps is taken.

- C. Pre-Disciplinary Hearing Procedure (Skelly Hearing).

1. The pre-disciplinary hearing procedure (*Skelly Hearing*) is an informal hearing process intended to provide the accused employee with an opportunity to present a written or oral response to the Police Chief, or their designee, after having had an opportunity to review the supporting materials and prior to imposition of any discipline. The employee shall consider the following:
 - a. The response is not intended to be an adversarial or formal hearing.
 - b. Although the employee may be represented by an uninvolved representative or legal counsel, the response is not designed to accommodate the presentation of testimony or witnesses.
 - c. The employee may suggest that further investigation could be conducted or the employee may offer any additional information or mitigating factors for the Police Chief, or their designee, to consider.
 - d. In the event that the Police Chief, or their designee, elects to cause further investigation to be conducted, the employee shall be provided with the results of such further investigation prior to the imposition of any discipline.
 - e. The employee may thereafter have the opportunity to further respond orally or in writing to the Police Chief, or their designee, on the limited issues or information raised in any subsequent materials.
 - f. The hearing shall be digitally recorded. The person conducting the hearing shall keep a written record.

2. Once the member has completed their pre-disciplinary response, or if the member has elected to waive any such response, the Police Chief shall consider all information received in regard to the recommended discipline. The Police Chief shall render a timely written decision within 30 days to the member and specify the grounds and reasons for discipline and the effective date of the discipline. Once the Police Chief has issued a written decision, the discipline shall become effective. If the decision of the Police Chief is to reject the discipline, the employee will be so notified. If the decision of the Police Chief is to reduce the level of discipline to a minor discipline, the reduced discipline will be imposed. If the decision of the Police Chief is to proceed with the imposition of major discipline, whether as originally proposed or as modified, the employee will be served with a notice of discipline, which includes the final statement of charges. The statement of charges will contain a synopsis of the *Skelly Hearing*, the matters set forth in Section 7.7(A) and notice of the right of appeal as provided by Section 7.10.

Section 7.9. Appeal from Minor Discipline. Oral warnings and documented counseling are not subject to appeal. A written reprimand may be appealed to the City Manager. The appeal must be in writing. It must be filed with the City Manager within five (5) working days after the reprimand is finalized and given to the employee. The City Manager or their designee, will conduct an investigation of the facts as warranted. The City Manager shall issue a decision in writing and may uphold, revise or rescind the reprimand. The decision of the City Manager is final and must include notice to the appellant that the time within which judicial review must be sought is governed by Code of Civil Procedure Section 1094.6 as described in Section 7.10 of these rules.

Section 7.10. Appeal from Major Discipline.

- A. An employee who has been dismissed, given a suspension or merit decrease, or demoted, may appeal to the Personnel Board. The appeal must be filed in writing. It must be filed with the City Manager or designee within ten (10) working days after service of the notice of discipline. An evidentiary hearing shall be held on the appeal. The City Manager or designee shall arrange for an appeal hearing before the Personnel Board to commence within sixty (60) days of receipt of such written request. If unusual circumstances warrant, the appellant and the City Manager or designee may agree in writing that the date of hearing be extended for a specified period of time. The time in which to commence the hearing may be extended if the Board is unable to convene. The City Manager or designee shall provide at least seven (7) days written notice of the date, time and place of hearing to the appellant and to the disciplining authority. The hearing shall be closed to the public unless the appellant requests, in writing, an open hearing at the time the appeal is submitted.
- B. The procedures of the hearing shall be determined by the Personnel Board, which may establish its own reasonable rules for the conduct of appeal hearings. To the extent it is possible and appropriate, hearings shall be informal. Technical rules of evidence need not be followed. Any evidence which reasonable persons may rely on in the conduct of serious affairs shall be admissible, as determined by the Personnel Board; provided, however, that hearsay, properly objected to, and standing alone, shall not be competent to prove a charge. Witnesses shall be examined under oath. The proceedings shall be recorded and/or stenographically reported. The Personnel Board may include within the rules a procedure whereby each party to the disciplinary proceedings may engage in discovery from the other(s) concerning the documents to be used at the hearing and the witnesses to be called.
- C. The appellant shall personally attend the hearing, unless physically unable to do so. Unexcused failure of an appellant to appear at a hearing shall be deemed a withdrawal of the appeal.
- D. The authority imposing the discipline shall bear the burden of proof with respect to the underlying facts and the existence of good cause for the discipline imposed by a preponderance of the evidence.
- E. Within fifteen (15) days after completion of a hearing, unless waived by the parties, or because of the inability of the Personnel Board to convene, the Board shall prepare a written decision on the appeal and serve it on the appellant and the authority imposing the discipline. The decision shall include a brief statement of the case, the Board's findings of facts, with a citation to the evidence relied upon, a statement of its conclusions, and the recommended disposition of the matter. The Personnel Board's recommendation shall indicate whether the specific discipline imposed should be sustained, rejected or reduced. The decision shall be forwarded to the City Manager or designee. The City Manager or designee shall review the recommendation of the Personnel Board and may then accept, reject or modify the proposed decision. The City Manager's or designee's decision shall be in writing and issued within thirty (30) days of receiving the Personnel Board's decision. The City Manager or designee's decision shall be final. If the appellant is dissatisfied with

the City Manager's or designee's decision and wishes to seek judicial review, the 90-day limitations period provided in Code of Civil Procedure Section 1094.6 shall apply. The City Manager's or designee's written decision shall include notice to the appellant that the time within which judicial review must be initiated is governed by Code of Civil Procedure Section 1094.6. A copy of the City Manager's or designee's decision shall be forwarded to the Personnel Board, the disciplining authority and the appellant. It shall be included in the appellant's personnel file.

SECTION 16. MANDATORY DIRECT DEPOSIT

Employees covered by this MOU continue to agree to mandatory direct deposit.

SECTION 17. TERM AND EFFECT OF AGREEMENT

- A. This MOU shall be effective July 1, 2023, and shall remain in effect to and including December 31, 2024.
- 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 July 1, 2024 with the mutual intent of ratifying such MOU prior to December 31, 2024.

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

Economic and benefit changes will take place after adoption of this MOU, or as otherwise specified in any Section of the MOU.

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) as soon as practical following ratification by the City Council.

SECTION 23. NOTICE OF REQUEST FOR PEACE OFFICER PERSONNEL RECORDS

Upon receipt of a request for the inspection or disclosure of peace officer personnel records described in Penal Code §832.7(b), the Department and/or City shall notify the affected sworn member(s) and the designated Association representative of the request as soon as practical and no later than three days following receipt of the request. The same sworn members shall be notified not later than 5 days prior to the anticipated release of the requested material and shall be provided with an opportunity to review and propose changes to said material prior to disclosure.

SECTION 24. ENTERPRISE RESOURCE AND PLANNING SYSTEM

During the term of this agreement the City may begin implementation of a new Enterprise Resource and Planning (ERP) system. This includes the Human Resources Information System (HRIS) and Payroll. Before and during implementation of the new system the parties agree to meet and confer in good faith regarding the impacts (if any) resulting from such implementation that are within the scope of representation.

DATED: 9/7/2023

EMPLOYEE RELATIONS OFFICER OF THE CITY OF DAVIS

By: /s/ Michael Webb
Michael Webb

INDIVIDUAL SWORN POLICE MANAGERS

By: /s/ Daniel Beckwith
Daniel Beckwith

By: /s/ Todd Henry
Todd Henry

By: /s/ John Evans
John Evans

By: /s/ James MacNiven
James MacNiven

By: /s/ Michael Munoz
Michael Munoz

APPENDIX A

Salary Table as of July 10, 2023

Position #	Classification Title	Grade	Step	Hourly
11770	POLICE LIEUTENANT	150	1	65.8039
11770	POLICE LIEUTENANT	150	2	69.0942
11770	POLICE LIEUTENANT	150	3	72.5488
11770	POLICE LIEUTENANT	150	4	76.1765
11770	POLICE LIEUTENANT	150	5	79.9851
11690	DEPUTY POLICE CHIEF	110	1	72.3845
11690	DEPUTY POLICE CHIEF	110	2	76.0036
11690	DEPUTY POLICE CHIEF	110	3	79.8038
11690	DEPUTY POLICE CHIEF	110	4	83.7939
11690	DEPUTY POLICE CHIEF	110	5	87.9839