

RESOLUTION NO. 24-061, SERIES 2024

**RESOLUTION ADOPTING A MEMORANDUM OF UNDERSTANDING (MOU)
WITH DAVIS FIREFIGHTERS LOCAL 3494 FIRE MANAGEMENT
AND AMENDING THE FY24 BUDGET**

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 Davis Firefighters Local 3494 Fire Management have met and conferred in good faith; and

WHEREAS, the City Council of the City of Davis previously passed a Memorandum of Understanding with Davis Firefighters Local 3494 Fire Management, which covered the period January 1, 2016 through June 30, 2023; and

WHEREAS, in accordance with said Memorandum, the City Manager and his representatives and the Davis Firefighters Local 3494 Fire 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 as Exhibit A; 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 adopt the terms and conditions contained in said Memorandum of Understanding, and are subject to ratification by the Davis Firefighters Local 3494 Fire Management; and

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager to execute the MOU and to take all necessary steps to adjust the FY2023/24 budget to increase expenditures to implement the MOU.

PASSED AND ADOPTED by the City Council of the City of Davis on this 7th day of May, 2024, by the following vote:

AYES: Arnold, Neville, Partida, Vaitla, Chapman

NOES: None



Josh Chapman
Mayor

ATTEST:



Zoe S. Mirabile, CMC
City Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DAVIS
AND
FIRE MANAGEMENT UNIT

JULY 1, 2023
TO
DECEMBER 31, 2024

MEMORANDUM OF UNDERSTANDING
WITH
FIRE MANAGEMENT UNIT

This Memorandum of Understanding is made and entered into between the EMPLOYEE RELATIONS OFFICER OF THE CITY OF DAVIS, hereinafter referred to as "CITY", and the DAVIS FIRE MANAGEMENT UNIT LOCAL 3494, hereinafter referred to as "UNION", 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 in the above-referenced Union as designated in the aforesaid City of Davis resolution; and, having reached agreement on changes to be made in employment benefits and conditions for the period commencing July 1, 2023 and ending December 31, 2024, as hereinafter set forth, shall submit this Memorandum to the City Council with the joint recommendation that that body resolve to adopt its terms and conditions and take such other or additional action as may be necessary to implement its provision.

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SECTION 1 EMPLOYEE GROUP

The following classifications are represented by this Union:

- Fire Battalion Chief (56-hour per week schedule)
- Fire Battalion Chief/Fire Marshal (40-hour per week schedule)

The current employees classified as Fire Division Chief shall be classified as Fire Battalion Chief.

SECTION 2 COMPENSATION

2.1 OFF SALARY SCHEDULE PAYMENT

In lieu of an increase to the salary schedule for Fiscal Year 2023-2024, active employees as of June 28, 2024 and covered by this MOU between the City of Davis and the Fire Department General Unit shall receive a one-time, Off Salary Schedule Payment equivalent to 6% of base salary earned for Fiscal Year 2023-2024 payable on pay date 6/28/2024. This Off Salary Schedule Pay is earnable special compensation for Classic Members 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.

As required under the Fair Labor Standards Act, the City will go back and apportion the 6% lump sum Off Salary Schedule Payment amount over the FLSA periods in FY 23-24 and issue payments equal to the amount of additional FLSA overtime pay owed after factoring the Off Salary Schedule Payment earnings. This payment will be made as soon administratively practicable on or after 6/28/2024.

Base hourly pay rate as effective July 8, 2024 is shown in Exhibit A.

2.2 BASE SALARY

CITY and UNION agree that the base salary for employees covered by this MOU will be increased as follows:

Fire Battalion Chief and Battalion Chief/Fire Marshall will maintain a 20% base pay (annualized) differential above Fire Captain (Step 5 to Step 5). In order to maintain this differential, Employees covered by this MOU, and employed as of the ratification date of this agreement, will have their base hourly pay rate increased in line with the market adjustment implemented under the MOU between the City of Davis and the Fire Department General Unit. Effective date of increases will be July 8, 2024, the first full pay-period following July 1, 2024.

See section 2.3 below.

Annualized base salary is equal to the base hourly rate times 2912 hours worked per year for staff assigned to a 56-hour per week work schedule. Annualized base salary is equal to the base hourly rate times 2080 hours worked per year for staff assigned to a 40-hour per week work schedule.

2.3 INTERNAL RELATIONSHIPS

In order to prevent salary (base pay) compression issues with positions in the Fire Association (Local 3494), the following internal relationship shall be maintained:

The Fire Battalion Chief and Fire Battalion Chief/Fire Marshall will continue to maintain a 20% base pay (annualized) differential above Fire Captain (Step 5 to Step 5).

2.4 LONGEVITY PAY

In recognition of the substantial contribution to the community made by employees as a result of the length of their aggregate City service, the City shall award each represented employee the longevity pay indicated below:

Service Term	Service Term Pay
After five (5) years of service with the City	2.5% increase above base salary
After ten (10) years of service with the City	Additional 2.5% increase above base salary
After fifteen (15) years of service with the City	Additional 2.5% increase above base salary
After twenty (20) years of service with the City	Additional 2.5% increase above base salary
After twenty-five (25) years of service with the City	Additional 2.5% increase above base salary

The maximum Longevity Pay available is 12.5% above the employee's base salary.

Eligible employees who leave City service and return within two (2) years of separation will receive credit for prior service time for purposes of this section only. If an eligible employee leaves City service and returns after more than two (2) years of separation, prior service time will not be credited.

Longevity pay is PERSable: (a) special compensation within the meaning of Section 20636 of the California Government Code and Section 571(a)(1) of the CalPERS regulations for classic member employees; and/or as defined pensionable compensation in the California Government Code and the CalPERS regulations as amended.

2.5 EDUCATION INCENTIVE

2.5.1 Employees shall receive an educational incentive of 2.5% for "Fire Officer" certification (legacy) or "Company Officer" certification (new) by the California State Fire Marshal.

2.5.2. Employees shall receive an educational incentive of 2.5% for “Chief Officer” certification (legacy) or “Chief Fire Officer” certification (new) by the California State Fire Marshal. “Fire Marshal” certification by the California State Fire Marshal is equivalent for the Fire Battalion Chief/Fire Marshal.

2.5.3. The maximum educational incentive available is 5% above the employee’s base salary.

2.5.4. Educational 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 certification document.

2.5.5. 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 defined as pensionable compensation in the California Government Code and the CalPERS regulations as amended.

**SECTION 3
OVERTIME, SHIFT EXTENSION, RECALL AND SPECIAL ASSIGNMENT**

Compensation for overtime, shift extension and call back shall be paid to employees covered by this agreement as follows:

3.1 FAIR LABOR STANDARDS ACT PROVISION – Employees Scheduled to Work a 56-hour Work Week

3.1.1 Hours worked outside of the employees regular scheduled duty schedule as defined in Section 8 (Hours/Duty Schedule), shall be paid at the FLSA regular overtime rate as described in the following sections.

3.1.2. Such hours shall be paid the base pay overtime rate (1.5 base hourly rate) in the pay period in which the hours are worked.

3.1.3. At the end of each FLSA cycle, a “true-up” calculation will be made to calculate the remaining pay to be paid based on the FLSA regular rate of pay calculation for hours over 182 when working a 24-day FLSA cycle (or 204 for a 27-day FLSA cycle). Such true-up shall be paid in the pay period in which the FLSA cycle ends.

Example (for a 24-day FLSA cycle based on working the “48-96” schedule):

Duty Schedule (“x” designates regularly scheduled workday, “y” designates hours worked outside regularly scheduled hours)

PAY PERIOD A														PAY PERIOD B													
1	2	3	4	5	6	7	8	9	10	11	12	13	14	1	2	3	4	5	6	7	8	9	10	11	12	13	14
O	O	O	O	X	X	O	O	Y	O	X	X	O	O	O	O	X	X	O	O	O	O	X	X	O	O	O	O
FLSA CYCLE ENDS DAY 10 OF PAY PERIOD B																											

In this example, the employee worked an extra 24-hour shift in Pay Period A on day 9. The FLSA cycle ends partway through Pay Period B.

The employee’s paycheck for Pay Period A will include the 24-hours of overtime paid at 1.5x base hourly rate. The employee’s paycheck for Pay Period B will include the difference between 0.5xbase hourly rate and 0.5xFLSA regular rate for the overtime day worked Pay Period A, day 9. The reason for this “true up” is that the FLSA regular rate is calculated based on a formula that cannot be accurately determined until the end of the FLSA cycle.

3.1.4. Employees are currently assigned to a “48-96” work schedule. Under this work schedule, hours paid in excess of 182 in the 24-day FLSA cycle shall be considered overtime and such overtime will be calculated as described in sections 3.1.1 to 3.1.3. This section does not affect management’s inherent right to direct the work of the employee and to control the number of hours worked. In the

event the schedule returns to the prior duty schedule (before implementation of the 48-96 schedule), hours paid in excess of 204 in the 27-day FLSA cycle shall be considered overtime.

3.1.5 Regularly Scheduled Overtime – Pensionable

Employees are regularly scheduled to work 192 hours in each 24-day FLSA cycle. FLSA requires overtime to be paid on hours worked over 182 as noted in Section 3.1.4. The base pay overtime factor on these 10 hours of regularly scheduled overtime is reportable to CalPERS as special compensation. Such payment shall be paid using a smoothing method over the course of year as follows: There are 15.2 FLSA cycles (based on 24-day FLSA cycle) in a calendar year. Ten hours per cycle times 15.2 cycles equals 152 hours per year. 152 hours divided by 26 pay period per year equals 5.85 hours per pay period. The one-half hourly base pay rate on such hours (equals 3 hours, rounded) shall be paid each pay period as “FLSA pay” and reported to CalPERS as special compensation. This 3-hours of pay is not considered hours worked. The additional factor for the FLSA regular rate calculation on the 10 hours of scheduled overtime will be included in the calculation addressed in Section 3.1.3.

In the event of a return to a 27-day FLSA cycle, employees would be regularly scheduled to work 216 hours in each 27-day FLSA cycle with FLSA overtime being required to be paid on hours over 204, resulting in 12 hours of regularly scheduled overtime reportable to CalPERS. Using same formula above, results in a rounded amount of 3 hours per pay period being paid as “FLSA pay” and reported to CalPERS as special compensation.

3.2 FAIR LABOR STANDARDS ACT – Employees Regularly Scheduled to Work 40-hour Work Week

Employees who are regularly scheduled for the 40-hour work week assignment shall have a 7-day work period for purposes of the FLSA. Hours worked in excess of 40 in any 7-day duty cycle (12:01 am Monday through midnight Sunday) shall be considered overtime in accordance with the Fair Labor Standards Act.

3.3 SHIFT EXTENSION

An employee held over past the regularly scheduled duty shall be paid in half-hour increments for each 30 minutes or fraction thereof.

3.4 RECALL

In the event an employee is recalled to duty which is not regularly scheduled duty, employee shall be paid a minimum of four hours, except that when an employee recalled is scheduled for duty within the next hour or less, overtime shall be paid (as described in Section 3.1) for the actual time between time of recall and the commencement of regular duty. If the recall duty lasts longer than four hours, the time in excess of four hours shall be calculated in half hour increments for each 30 minutes or fraction thereof.

3.5 SPECIAL DUTY ASSIGNMENTS

3.5.1 Employees Regularly Scheduled to Work 56-hour Work Week

In the event an employee is assigned to special duty (for example, fire prevention), the performance of which requires or would be facilitated by a work schedule other than that usually worked by the employee, the Fire Chief, in his/her sole discretion, shall be authorized to modify the employee's work schedule to accommodate the special duty or to avoid the employee working more than the 204 hours in any 27-day duty cycle, provided that the special duty does not cause the employee to work in excess of 204 hours in any 27-day duty cycle. Such special duty shall be compensated at straight time.

Effective upon transition to a "48-96" work schedule as described in Section 8, the above provision is revised to comply with the FLSA work period reflecting FLSA overtime for hours worked over 182 hours in the 24-day FLSA work period.

3.5.2 Employees Regularly Scheduled to Work 40-Hour Work Week

In the event an employee is assigned to special duty, the performance of which requires or would be facilitated by a work schedule other than that usually worked by the employee, the Fire Chief, in his/her sole discretion, shall be authorized to modify the employee's work schedule to accommodate the special duty or to avoid the employee working more than the 40 hours in any 7-day duty cycle, provided that the special duty does not cause the employee to work in excess of 40 hours in any 7-day duty cycle. Such special duty shall be compensated at straight time. Hourly rate to be adjusted to the platoon hourly rate when working platoon duty shift or any portion thereof.

3.6 "REGULARLY SCHEDULED" - DEFINITION

For purposes of this section, "regularly scheduled" refers to duty which is scheduled in accordance with Section 9 – Duty Schedule, for those employees regularly scheduled to work a 56-hour work week.

3.7 COMPENSATION METHODOLOGY

Regular Hours Smoothing

Fire employees working duty schedules are regularly scheduled to work 56 hours per week or 112 hours per two-week pay period, for a total of 2912 hours per year. Actual regularly scheduled hours in any given pay period may be 96, 120, or 136. The City and Union have agreed to a smoothing of pay where hours will be paid based on an average per pay period of 112.

SECTION 4 UNIFORM ALLOWANCE AND SPECIFICATIONS

4.1 NEW EMPLOYEES

Uniform allowance will be provided to new employees on a prorated basis when they receive their first paycheck using the schedule below.

4.2 UNIFORM REPLACEMENT ALLOWANCE

CITY agrees to expend for each Fire Battalion Chief the sum of ONE THOUSAND DOLLARS (\$1,000.00) for the cost of replacing and maintaining eligible uniform items. This sum shall be paid once annually in a lump sum on the first regular payday after July 1st. Uniform is paid at the beginning of the fiscal year to cover costs for upcoming year,

For PERS Classic Members the uniform replacement allowance shall be considered special compensation, and will be reported to CalPERS each pay period on a pro-rata basis.

4.3 ITEMS TO BE PURCHASED BY THE EMPLOYEE

4.3.1 Shoes: Optional by employee for non-safety activities. If the employee chooses to wear shoes during non-safety activities, the shoes must be acceptable in style, color and condition to the Fire Chief, and CITY shall not be responsible for reimbursing the employee for the shoes if they are damaged during the course of employment, Section 19 (Reimbursement for Loss/Damage of Personal Property) of this MOU notwithstanding.

4.3.2 Station Coat: 511 - #48159 – Tactical/Reversible Navy Blue

4.3.3 Station Coat: 511 - #48099 – Chameleon Soft Shell Navy Blue

4.3.4 Job Shirt: 511 - #72363 – Water Repellent or Galls SM778 Utility

4.4 DEPARTMENT ISSUED ITEMS

The following items shall be issued by the Department at no cost to employee:

4.4.1. Safety Boots: black, leather, approved by and stamped with identification stamp "ANSI-Z41.1 1972-75" or "CAL-OSHA 3401(c) 1,2,3,4".

4.4.2. T-shirt: Crew neck, navy blue, 100% cotton, long or short sleeved, with department logo.

4.4.3. Baseball cap: Navy blue with Department logo.

4.4.4. Coveralls: Navy blue with department logo.

4.4.5. Shoulder patches with Department logo

4.4.6. Badge.

4.4.7. Name plate with name of employee.

4.4.8. Bugles: for Fire Officers.

SECTION 5 RETIREMENT (PUBLIC EMPLOYEES RETIREMENT SYSTEM)

It is the intent of the parties that these sections be interpreted in accord with PEPRA 2013 and attendant CalPERS regulations.

5.1 DEFINITIONS

5.1.1. New Member Employees

- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California Public Retirement System.
- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who was a member with another California Public Retirement System prior to January 1, 2013, and is not eligible for reciprocity.
- A member who first established CalPERS membership prior to January 1, 2013, and who is rehired (by a different CalPERS employer) after a break in service of greater than six (6) months.

5.1.2. Classic Member Employees

- Employee members who do not meet the definition of "New Members" as provided by Government Code section 7522.04(f).

5.2 CLASSIC EMPLOYEE BENEFIT

Classic member employees shall be provided the 3% @ 50 retirement formula including the following:

5.2.1. Employee Contribution

Employees covered by Section 5.2 shall pay, through payroll deduction, the 100% of the member contribution (currently 9%) 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 this employee contribution will be made pursuant to Government Code 20516, Employee Cost Sharing of Additional Benefits.

5.2.2. Final Compensation

CITY shall continue to provide for the "single highest year" basis for retirement computation pursuant to California Government Code Section 20042.

5.2.3. P.E.R.S Survivors' Benefits Payments

CITY shall continue to provide for the "Fourth Level" Survivors' Benefits payments, pursuant to California Government Code Section 21574.

5.2.4. Sick Leave At Retirement

CITY shall continue to provide that unused accumulated sick leave shall be credited as time in service at the time of retirement. Employee eligibility and the credit formula for this benefit shall be pursuant to California Government Code Section 20965. If the employee has reached the maximum retirement benefit such that not all unused sick leave may be converted to CalPERS service credit, then the City agrees to pay the employee for half of their remaining accrued sick leave as set forth in Section 12.8 – Unused Sick Leave Upon Separation.

5.2.5. I.R.S. Tax Exemption

The CITY agrees to continue to pick up employee contributions on a pre-tax basis pursuant to a resolution adopted under federal Internal Revenue Code Section 414(h)(2).

5.3 NEW MEMBER BENEFITS

New Member employees shall be provided the 2.7% @ 57 Pension retirement formula including the following:

5.3.1. Employee Contribution

Employees, hired on or after January 1, 2013, currently contribute, through payroll deduction, fifty percent (50%) of the normal cost for retirement benefit (rounded to nearest ¼ of 1%) as determined by CalPERS annually.

5.3.2. Final Compensation

For purposes of determining a retirement benefit, the final compensation shall mean the highest annual average pensionable compensation during thirty-six (36) consecutive months of service.

5.3.3. P.E.R.S Survivors' Benefits Payments

CITY shall continue to provide for the "Fourth Level" Survivors' Benefits payments, pursuant to California Government Code Section 21574.

5.3.4. Sick Leave At Retirement

CITY shall continue to provide that unused accumulated sick leave shall be credited as time in service at the time of retirement. Employee eligibility and the credit formula for this benefit shall be pursuant to California Government Code Section 20965. If the employee has reached the maximum retirement benefit, then the City agrees to pay the employee for half of their remaining accrued sick leave as set forth in Section 12.8.

5.3.5. I.R.S. Tax Exemption

The CITY agrees to continue to pick up employee contributions on a pre-tax basis pursuant to a resolution adopted under federal Internal Revenue Code Section 414(h)(2).

SECTION 6
ANNUAL VACATION LEAVE

6.1 PURPOSE

The purpose of annual vacation leave is to enable each employee time off to work so they may return to work mentally refreshed.

6.2 ELIGIBILITY

All regular full-time employees shall be entitled to annual vacation leave with pay. A probationary employee must complete six (6) months continuous service with the City before the employee is entitled to take vacation leave. When the needs of the service permit, a probationary employee may be advanced up to one week of earned credit.

6.3 ACCRUAL

6.3.1. Effective the first full pay period following July 1, 2019, vacation time shall be accrued in accordance with the following schedule:

<u>Years of Employment</u>	<u>Vacation Days Earned Per Year</u>
Thru 5 yrs	10
Beginning of 6 th thru 10	15
Beginning 11 th year	16
Beginning 12 th year	17
Beginning 13 th year	18
Beginning 14 th year	19
Beginning 15 th year	20

6.3.2. Employees regularly assigned to a 56-hour per week schedule accrue the above days at a ratio of 11.2 hours per day. Employees regularly assigned to a 40-hour per week schedule accrue the above days at a ratio of 8 hours per day.

6.3.3. Refer to Exhibit B for hourly accrual rate table for 56-hour and 40-hour schedule.

6.3.4. Temporary Schedule Change to 40-hour Schedule

To provide equivalent periods of time off regardless of schedule, employees regularly scheduled to a 56-hour shift who are temporarily assigned to a 40-hour shift and are on vacation during the temporary period, shall have their vacation leave bank charged at a rate of 1.4 hours for every hour of leave used. This factor reflects the relationship between a 56-hour week and a 40-hour week.

6.4 SCHEDULING AND CARRYOVER

- 6.4.1. The times during the year when an employee may take vacation shall be determined by the Fire Chief with due regard for the wishes of the employee and particular regard for the needs of the service. The Fire Chief has discretion to approve or deny requests for vacation.
- 6.4.2 If the requirements of the service are such that an employee cannot take part or all of the accrued annual vacation in a particular year, such vacation shall either be taken during the following calendar year or paid for at the discretion of the Fire Chief in consultation with the City Manager.
- 6.4.3 Any eligible employee may defer as many working days of vacation as was accumulated during the previous calendar year.
- 6.4.4 Employees who terminate employment shall be paid in a lump sum for all accrued vacation leave earned prior to the effective date of termination.

6.5 VACATION CASH OUT

- 6.5.1 Employees are encouraged to take their vacation leave off with pay.
- 6.5.2 Employees are able to cash-out up to forty (40) hours of vacation per calendar year 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 (at the time irrevocable election is made). In compliance with IRS regulations, employees must make an irrevocable election to receive a cash payment of vacation 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 leave will be accrued and cashed-out. An employee may cash out the apportioned hours throughout the year, limited to the amount of vacation leave accrued as of the time of the cash out. For example, a full-time employee accruing eighty (80) hours of vacation 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. In no event will apportioned hours be carried over from one calendar year to the next.

6.6 MAXIMUM HOURS SCHEDULED

Hours scheduled for vacation cannot exceed the total number of vacation hours that will be accrued at the time the vacation is taken. Hours earned while on vacation may be used toward this limit.

6.7 MAXIMUM VACATION ACCRUAL

Notwithstanding any of the foregoing, in no event shall an employee accrue more than one year's worth of vacation accrual by years of service pursuant to Section 6.3 above.

6.8 MANAGEMENT LEAVE

Effective the first full pay period following July 1, 2019, employees represented by this Union no longer accrue management leave.

SECTION 7 HOLIDAY

7.1 CITY RECOGNIZED HOLIDAYS

The holidays compensated for by this MOU are every day proclaimed by the Mayor of CITY and:

New Years Day	Veterans Day
Martin Luther King Jr. Birthday	Thanksgiving Day
Washington's Birthday	Day After Thanksgiving
Fourth of July	Christmas Eve
Memorial Day	Christmas Day
Labor Day	New Year's Eve

7.2 HOLIDAY IN-LIEU

7.2.1. Employees Assigned a Regular 56-hour per week Schedule

Holiday and vacation benefits, sick leave and other paid leave time, shall continue to be administered pursuant to this MOU and the City's Personnel Rules. However, notwithstanding any contrary provision of the Personnel Resolution, in the case of in-lieu-of-holiday time, , the factor of 12 days (134.4 hours) shall be used. These hours shall be added to the employee's vacation bank pro-rated on a per-pay-period basis to be used as time off. In the case of in-lieu-of-holiday time, employees shall also be credited with 11.2 hours for every day proclaimed by the Mayor of the City as a public holiday.

7.2.2. Employees Assigned a Regular 40-hour per week Schedule

Holiday and vacation benefits, sick leave and other paid leave time, shall continue to be administered pursuant to this MOU and the City's Personnel Rules. However, notwithstanding any contrary provision of the Personnel Resolution, in the case of in-lieu-of-holiday time, employees regularly scheduled to work 40-hours per week will accrue in lieu of holiday time on a pro rata basis per pay period for an annual total of ninety-six hours (96) hours (12 days).

7.3 FLOATING HOLIDAY IN-LIEU

In lieu of two floating holidays, employees regularly scheduled to work a 56-hour per week schedule, shall be granted two additional in-lieu holiday days (22.4 hours) which shall be paid on the first pay period of December of each year.

In lieu of two floating holidays, employees regularly scheduled to work a 40-hour per week schedule, shall be granted two additional in-lieu holiday days (16 hours) which shall be paid on the first pay period of December of each year.

7.4 JUNETEENTH HOLIDAY PAY

Separate and distinct from sections 7.1 and 7.2, in lieu of receiving paid time off for the Juneteenth holiday, employees covered by this agreement will receive a lump sum payment equivalent to 11.2 hours of their base pay earnings. This payment will be made in the pay period that includes June 19th and will be reported as earnable special compensation for Classic & PEPRA Members 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.

SECTION 8 HOURS/DUTY SCHEDULE

8.1 GROSS DUTY HOURS

It is agreed that the gross scheduled duty week/year, inclusive of holiday, vacation, and other paid time-off benefits, for the Fire Battalion Chief shall be as follows:

8.1.1. Employees scheduled to work 56-hour work week - the gross scheduled average duty week shall be 56 average gross scheduled duty hours per week, which approximates 2,912 hours per year.

8.1.2. Employees scheduled to work 40-hour work week – the gross scheduled average duty week shall be 40 hour per week, which approximates 2080 hours per year.

8.2 DUTY SCHEDULE

8.2.1. 56-hour employees shall work a schedule consistent with the current Davis Firefighters general Union scheduling.

8.2.2. 40-hour employees shall work a schedule consistent with regular business hours of five eight-hour days per week.

8.2.3. This section does not affect the Fire Chief's right to rotate individual shift personnel as he/she deems necessary to provide for efficient department operation (i.e. vacation relief, school, training, etc.).

8.2.4. Revisions to this section may be made with the approval of both the Fire Chief and UNION representatives.

SECTION 9 EXCHANGE OF TIME

Individuals may exchange on-duty time with other employees of the Department if the following requirements are met:

9.1 RANK

Time may be exchanged between Fire Battalion Chiefs – rank for rank - who are regularly assigned to work a 56-hour work week. Fire Battalion Chiefs (56-hour) may trade with Acting Battalion Chiefs provided the Acting Battalion Chief is scheduled to work as an Acting Battalion Chief when the exchange takes place.

9.2 SCHEDULING ORDINARY EXCHANGES

Shift exchanges may be scheduled for any portion of the twenty-four-hour shift.

9.3 DUTY

9.3.1. An individual working exchange time shall be in uniform and shall perform the same tasks as those assigned to the employee being replaced, unless otherwise assigned by the supervisor.

9.3.2. Fire Battalion Chiefs exchanging time shall thoroughly brief each other in order that normal and assigned special assignments are accomplished during the exchange of time.

9.4 APPROVALS

Fire Chief or designee must approve the exchange of time. Approval shall be denied if these rules are violated or if the exchange of time will interfere with special training, special assignments, staffing needs or the like.

9.5 HOLD HARMLESS

Exchanges of time are solely for the convenience of individuals, and any request for an exchange of time shall constitute an agreement by the requesting individual to hold the CITY harmless for any claim of overtime, excess pay, or other payment due to the individual who serves the requesting individual's duty time. Such indemnity shall extend to any situation where a requesting individual fails, or is claimed to have failed, to return the time exchanged to the individual filling in. All exchange of time arrangements shall be the sole responsibility of the individuals involved and the CITY's sole duty in regard thereto shall be to determine whether approval for the exchange of time shall be granted or denied.

SECTION 10
RECALL: TWELVE HOURS OR MORE

10.1 PURPOSE

The purpose of the Recall List is to keep a record of those regular full-time employees who were requested to work for a period of twelve hours or more.

10.2 RESPONSIBILITY

It shall be the responsibility of the Fire Chief to see that the Recall List is maintained in accordance with the following procedures.

10.3 GENERAL

10.3.1. Chief Officer vacancies will be filled by available Chief Officer (except Fire Chief) prior to out of rank hires. If unable to fill, out of rank hires will be used. If unable to fill using out of rank hires, Chief Officers will be subjected to force hire.

10.3.2. An off-duty Fire Battalion Chief will be offered the overtime using the recall procedures set forth by the Fire Chief.

10.3.3. If no Fire Battalion Chief accepts the recall, an on-duty qualified Captain may fill the position as an Acting Battalion Chief.

10.3.4. If no on-duty qualified Captains are available, off-duty qualified Captains shall be offered the recall using the L3494 recall book and procedures.

10.3.5. If no Captain accepts the recall, the Fire Chief may authorize other available Chief Officers (including 40-hour Fire Battalion Chief) to cover the vacancy.

10.3.6. If no one accepts the recall, and other management individuals are not available or approved to work, the first Fire Battalion Chief contacted using the above procedures shall be required to work the overtime. This Battalion Chief may find a qualified Chief Officer as their replacement.

10.3.7. In all cases, the Fire Battalion Chief on duty, will be responsible for the vacancy on the day of, if no other relief is found.

10.3.8. A call shall not be placed to those on a scheduled vacation day or off work due to a shift trade.

10.3.9. Personnel may work a maximum of 72 consecutive hours. In extraordinary emergencies these hours may be extended by the Fire Chief.

10.3.10. Fire Battalion Chief/Fire Marshal may request authorization to work a 24-hour shift as part of above (Section 10.3.5.) Working a 24-hour shift may be approved at the discretion of the Fire Chief. Working a 24-hour shift is limited to weekends and holidays. Working a 24-hour shift during a regular business day shall be by emergency only.

10.4 CALL BACK LIST

10.4.1. A new list shall be established on July 1 and January 1 of each year.

10.4.2. When personnel are on parental leave, extended jury leave, military leave, light duty, LTD, or special assignments, recall boxes shall be marked at the level equal to the next person with the least number of recall boxes marked.

- a. New personnel shall be placed at the bottom of the recall list at the time they are assigned to a shift. Recall boxes for the new personnel shall be marked at the level equal to the next person with the least number of recall boxes marked.

10.4.3. The procedure for preparing a new recall list shall be as follows:

- a. There shall be a separate list for each shift for Fire Captains and Firefighters;
- b. Each list shall be established by random drawing of names on or before the above dates by the on-duty Captain at Headquarters station and witnessed by a UNION member.

10.5 PROCEDURES

The following procedures for filling out the Recall List shall be strictly adhered to when recalling personnel:

10.5.1 The recall list shall be completed in ink. If a mistake is made only the Shift Officer may correct and initial the error.

10.5.2 The first individual to be recalled shall be the off-duty individual with the least number of filled recall boxes.

- a. If the Shift Officer is unable to make contact with the Fire Battalion Chief called, text that person using the Outlook texting feature. Wait at least 5 minutes, if there is no

response from that person, call the second individual eligible for recall. When voice mail is available, leave a message.

10.5.3 Enter the date in the empty box when a member has been telephoned or sent a text, even for those who refuse to come in or those who did not answer their telephone/text.

10.5.4 Selection shall continue down the list to the next individual(s) with the least filled boxes until all have been called. At that point, start at the top name on the list. If all names on the list have an equal number of filled-in boxes or no boxes have been filled in, then start at the top name on the list.

10.5.5 In the event no person accepts recall, the person with the least number of filled recall boxes that is contacted shall be required to work.

10.5.6 While on vacation, employees shall not be required to accept recall.

10.5.7 The position of the shifts shall be rotated on July 1 and January 1 of each year. Example of this process is:

January 1	ABC
July 1	CAB
January 1	BCA
July 1	ABC

10.5.8 In the event out of city, county, state, or country assistance is needed, whether it be Mutual Aid, Strike Team, Station coverage, and the overtime will be twelve hours or more, the recall procedure to be used is as follows:

Personnel will be selected by using on duty personnel. They will be selected based on their position on the recall list. Personnel may refuse the strike team duty, although they will still receive a mark in their box. Then backfill for personnel using the recall list procedure (twelve hours or more).

A call shall be placed and boxes marked of personnel while on Strike Teams or in school.

SECTION 11
ON-DUTY TIME TO CONDUCT UNION BUSINESS

11.1 MEET AND CONFER AND GRIEVANCES

In accordance with California Government Code Section 3505.3, and CITY's Personnel Rules, UNION may designate two Union members as "Meet and Confer" representatives who, when necessary, and subject to operational needs, shall be released from their duty assignments without loss of pay or other employment benefits, in order to attend scheduled "Meet and Confer" sessions with CITY's management representatives and to process grievances in accordance with and to the extent authorized under the CITY's grievance procedure as set forth in CITY Personnel Rules. On duty members shall be relieved from duty one hour prior and 45 minutes post meet and confer sessions, subject to Fire Department operational needs. Operational needs shall include emergencies and unavailability of designated replacement personnel.

SECTION 12
SICK LEAVE

12.1 INTENT

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 or family illness or disability.

12.2 ELIGIBLE MEMBERS

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

12.3 COMPUTATION

For purposes of computing sick leave, a work day shall be considered as one-fifth (1/5) of the number of working or duty hours in the established work week for each employee.

12.4 RATE EARNED

For employees working a 56-hour work week schedule, sick leave shall be earned at the rate of one work day (11.2 hours) for each calendar month of service.

For employees working a 40-hour work week schedule, sick leave shall be earned at the rate of one work day (8 hours) for each calendar month of service.

12.5 NOTIFICATION OF SUPERVISOR

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 0800 hours of the day the employee is scheduled for duty.

12.6 MORE THAN ONE DAY

When the absence is for more than one shift or working day, the employee may be required to file a physician's certificate or personal affidavit with the Department Head stating cause of absence.

12.7 SICK LEAVE USE

Sick Leave may be used in accordance with California's Paid Sick Leave law. An employee may use paid sick leave for one of the following reasons:

- For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.
- For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:
 - Spouse or Registered Domestic Partner.
 - Child (including a biological, adopted, or foster child, stepchild, legal ward, or,
 - 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.)
 - Grandparent.
 - Grandchild.
 - 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.

Sick Leave may be used 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:

- A temporary restraining order or restraining order.
- Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
- To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.

- To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
- 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.

12.8 UNUSED SICK LEAVE UPON SEPARATION

No payment shall be made for unused sick leave at termination of employment whether voluntary or involuntary, except that upon retirement under PERS (Public Employees Retirement System), unused sick leave shall be treated as additional time in service for the purpose of computing retirement benefits. If the employee has reached the maximum retirement benefit, such that not all unused sick leave may be converted to PERS service credit, then the CITY agrees to pay the employee for any unused sick leave that cannot be converted to PERS service credit, up to half of their accrued unused sick leave at the time of retirement.

**SECTION 13
HEATH AND WELFARE BENEFITS**

13.1 CAFETERIA PLAN

In accordance with “The City of Davis Flexible Benefits Plan” adopted November 21, 2006, (and as may be updated and re-adopted on a periodic basis) the city provides a Section 125 Flexible Benefits 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, under current law, is to enable employees to choose between: a) pay monthly premiums for the health benefit plans offered by the City on a pre-tax basis or b) a cash benefit which is subject to tax. 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 22892.

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) Flexible Benefits Plan contributions for other qualified benefits are allowed pursuant to IRC Section 125.
- (c) Employees may change their health plan participation only during open enrollment or in response to a qualifying event.

13.2 MEDICAL BENEFITS CONTRIBUTION

The City contribution to the Plan for medical benefits shall be as follows:

Active Employee Benefit	
Enrollment Category	City Contribution
Employee Only:	Up to 100% of employee only Kaiser premium.
Employee & 1 Dependent:	Up to 100% of employee & 1 dependent Kaiser premium.
Employee & 2+ Dependent:	Up to 100% employee & 2+ dependents Kaiser premium.

For the term of this agreement, the City contribution to the Plan shall be adjusted annually for the January 1 premium payment. In the event of a rate increase, the City contribution shall be increased by a dollar amount equal to 100% of the increased premium for the Kaiser premium, by category. In the event that an employee subscribes to a plan with a lower monthly premium than that of the above-mentioned Kaiser plan, the City will pay 100% of the premium for that plan.

The Kaiser regional rate used by the City shall be based upon the region to which the City of Davis is assigned.

13.3 PEMHCA

13.2.1. City Medical Contributions

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 13.2, Medical Benefits Contribution, above includes the minimum employer contribution.

13.4 DENTAL BENEFITS CONTRIBUTION

Continuing for the term of this AGREEMENT, City shall contribute towards each UNION member's cafeteria benefit plan the total monthly premium for the term of this contract for the CITY's self-funded dental plan for an employee with two or more dependents.

Dependent children are eligible for dental coverage through the month in which the dependent reaches age 26 at which time ineligible dependents will be offered continuation coverage through COBRA.

Employees electing to opt out of dental coverage or enrolling in coverage costing less than the benefit provided, may apply the additional unused value to offset the cost of enrolling in a medical plan that costs more than the amount of benefit provided for medical coverage. Notwithstanding Subsection 13.5 Opt Out Payment, any unused dental benefits contribution may not be received as cash.

13.5 OPT OUT PAYMENT

Bargaining Union employees with outside medical coverage, such as through a spouse, domestic partner, or other acceptable alternate group health coverage, upon written verification of such other coverage, who elect to waive both medical and dental coverage will receive a monthly \$500 cash opt out payment in lieu of medical and dental benefits. This amount may be used to offset premium cost(s) of purchasing additional optional benefits. Receipt of the opt out payment is taxable. The annualized opt out payment amount will be paid in equal amounts over 24 pay periods. For purposes of inclusion in the FLSA regular rate calculation, the opt out payment will be considered to be paid in equal amounts over all 26 pay periods.

13.6 LIFE INSURANCE

CITY shall contribute towards each UNION member's cafeteria benefit plan the amount to purchase a \$100,000 policy. Purchase of this policy is mandatory.

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

13.7 LONG TERM DISABILITY BENEFIT

The CITY shall provide long term disability insurance coverage (LTD) for all employees. Effective January 1, 2010, and continuing for the term of this AGREEMENT, CITY shall contribute towards each UNION member's cafeteria benefit plan the amount to purchase the Long Term Disability Benefit provided in the City of Davis Self-Insured Long Term Disability Plan. Purchase of this policy is mandatory.

13.7.1. Current Benefits

Up to 66 2/3% of the monthly salary. Payments to be paid during the disability until age 65. See City of Davis Self-Insured Long Term Disability Plan passed and adopted by City Council on December 5, 2001.

13.7.2. Waiting Period

Benefits shall begin 30 calendar days after occurrence.

13.8 VISION CARE

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

13.9 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. Other optional benefits may be added at CITY discretion.

13.9.1. Supplemental Life

The CITY shall make available to all represented employees the option to purchase supplemental term life and accidental death and dismemberment insurance, at no cost to the CITY, subject to the insurance carrier's additional premiums, conditions and/or requirements. Optional coverage shall be in increments of \$10,000. The option to increase or decrease coverage shall be exercisable during open enrollment periods.

13.9.2. Flexible Spending Account

The City will continue to make available to employees Flexible Spending Accounts as governed by IRC section 125. These plans allow an employee to voluntarily contribute pre-tax dollars to a Dependent Care Account and/or an Unreimbursed Health Care Account.

**SECTION 14
INSURANCE FOR RETIREES**

14.1 MEDICAL BENEFITS

14.1.1. Currently Active Employees

Effective July 1, 2019, employees shall make mandatory contributions equal to 3.0% of pensionable salary toward the City of Davis retiree medical plan, consistent with the provision described in the MOU between the City and City of Davis Firefighters General Union. The retiree medical plan will be funded through an irrevocable retiree medical trust established under IRC Section 115. Employee contributions will be made on a pre-tax basis pursuant to the resolution adopted under federal Internal Revenue Code Section 414(h)(2).

14.1.2. Employees Retired on or Before December 31, 2017

This section in no way affects the rights and benefits of those who have retired or will retire prior to January 1, 2018. These retirees will maintain a dollar benefit equivalent to the dollar value of the benefits established pursuant to existing authority at time of retirement, as set forth in the applicable MOU.

14.1.3. Employees Retiring on or After January 1, 2018

Effective January 1, 2018, and continuing for the term of this Agreement, CITY shall contribute to a retiree medical plan on behalf of eligible retirees an amount up to 100% of the Kaiser medical insurance premium by enrollment category sponsored by the CITY through the Public Employees Retirement System. The percentage of City contribution available to any retiree is subject to the vesting requirements below (Section 14.1.4 Eligibility and Vesting). The Kaiser rate used shall be determined by the Kaiser region in which City of Davis falls, as determined by CalPERS.

For current employees who retire under this section on or after January 1, 2018 the City contribution for Retiree Benefit is as follows and as modified by the vesting requirements below:

Retiree Employee Benefit	
Enrollment Category	City Contribution
Retiree Only:	Up to 100% of Retiree only Kaiser premium.
Retiree & 1 Dependent:	Up to 100% of Retiree & 1 dependent Kaiser premium.
Retiree & 2+ Dependent:	Up to 100% Retiree & 2+ dependents Kaiser premium.

14.1.4. Eligibility and Vesting

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

To be eligible for post-retirement health benefits, an employee must complete at least five (5) years of service with the City of Davis. Employees who retire from the City of Davis after meeting the service requirement stated above and who have at least ten (10) years of PERS-credited service will receive a CITY contribution towards their post-retirement medical benefits as follows:

Total Years of Credited PERS Service	Percentage of Retiree Benefit
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20 or more	100%

14.1.5. Medicare Eligibility

Medicare eligible retirees continue to be responsible for any cost associated with enrollment in Medicare Parts A and/or B.

14.1.6. All contributions shall be made pursuant to the City’s PEMHCA resolution and Government Code section 22892. All contributions referenced in the above section include the minimum contribution.

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

14.1.8. 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).

14.2 DENTAL BENEFITS FOR RETIREES

Subject to carrier eligibility requirements and limitations, the City shall make available to retirees, at their own expense, dental coverage for the retiree and two or more dependents, at the same total monthly premium for the group dental insurance program sponsored by the CITY for active employees. 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 15 DEFERRED COMPENSATION

CITY agrees to continue in effect during the term of this MOU, and make available to individuals covered by this MOU, its deferred compensation programs provided by the International City Management Association Retirement Corporation (ICMA-RC) now doing business as “MissionSquare”, and the PERS 457 Plan. Nothing contained herein shall obligate CITY to make any contribution to the program on behalf of any individual.

SECTION 16 EDUCATIONAL REIMBURSEMENT PROGRAM

16.1 INTENT

The intent of this section is to provide financial assistance for job related educational opportunities for those members with the desire to begin or continue improvement of their careers outside of work hours. This section is clarification regarding how City Tuition Reimbursement Program applies to the UNION and is not “in addition to” City program. The City will provide tuition and books reimbursement for educational activities which are directly job related and approved in advance by the Fire Chief, subject to reimbursement guidelines established by City Policy.

16.2 ELIGIBILITY

Six months following date of hire, all regular full-time employees shall be eligible to participate in the Educational Reimbursement Program.

16.3 PROCESS

16.3.1. Those members who are eligible to participate in this program shall, prior to enrolling in a course, fill out the appropriate Request for Approval of Training, Tuition and Book form, for each course, and submit it to the Fire Chief

16.3.2. Classes shall be approved providing they are from an accredited institution. Examples of these are, but not limited to: Office of the State Fire Marshal, National Fire Academy, universities, state universities, and two-year colleges.

16.3.3. Eligible employees may be reimbursed for job related classes plus a limit of two general education classes per year. Other than the general education coursework, classes are to be Fire Service or Public Administration related. Courses should go toward the completion of either an BA, BS, Masters of Fire

Service or Public Administration degree, State Fire Marshal Certification or related certificate and degree.

16.4 REIMBURSEMENT

CITY agrees to reimburse cost of tuition and books upon due verification that the employee has completed approved coursework in which the employee received a grade of C or better (undergraduate) or a grade of B or better (graduate). Tuition reimbursement shall not exceed the resident tuition charges levied by California State University, Sacramento.

16.5 EDUCATIONAL LEAVE

City agrees that any member participating in the educational reimbursement program shall be allowed time away from work without use of vacation or shift trades as long as the member will not incur overtime. Members participating in the educational reimbursement program shall not be allowed to schedule vacation for the educational class and then relinquish it after the class is over. This does not relieve the city from payment for time for classes members may be sent to by the department.

SECTION 17
PAYROLL DEDUCTIONS/DEPOSITS/UNION HOUR BANK

17.1 ELIGIBLE TYPES OF DEDUCTIONS

In addition to continuing existing payroll deductions under insurance plans to which CITY now is or shall hereafter be a contracting party (which are and shall remain the only plans to which CITY contributes on the individual's behalf), the CITY agrees to provide bi-weekly payroll deductions for:

- a. The normal and regular bi-weekly UNION membership dues.
- b. Monthly insurance premiums for plans sponsored by UNION to which the CITY is not a contracting party.
- c. Contributions to an organization, provided that such contributions are limited to purely charitable purposes and objectives.

17.2 PAYCHECK DEPOSIT

17.2.1. CITY agrees to allow and facilitate deposit of employee's net paycheck to a bank or credit UNION of the employee's choice as specified in the City's direct deposit policy.

17.2.2. CITY agrees to deposit UNION membership dues in the bank or credit UNION of UNION'S choice.

17.3 CONDITIONS

The above payroll deductions shall be subject to the following conditions:

17.3.1. Such deductions shall be made pursuant to the terms and conditions in a payroll division approved form.

- i. The CITY and UNION agree that there shall be a one-time signature card for dues/deductions. Such signature card shall expressly authorize the City to implement changes in deductions as directed by UNION without employee's consent, unless specific written refusal of such consent is submitted by the employee. UNION will provide clear written direction of changes in dues deductions, including effective date.

17.3.2. Such deductions shall be made only upon submission to the CITY's Employee Relations Officer of the aforesaid authorization form duly completed and executed by the individual and UNION, as appropriate.

17.3.3. Any changes, additions/deletions of any payroll deduction(s) shall be made only upon submission to CITY's Employee Relations Officer on or before the 15th day of the month preceding the month for which changes, additions/deletions are to be executed on the

form(s) designated by CITY and duly completed by the individual and UNION, as appropriate.

17.3.4. UNION agrees to furnish CITY, on request, information on each employee's enrollment in UNION sponsored insurance plans. Such information may include, but is not be limited to, types of coverage, individual premiums, copies of enrollment cards or applications for coverage, premium rate schedules, and/or copies of itemized premium billings.

17.4 UNION HOUR BANK

CITY agrees to deposit 24 hours per year (on July 1, or first business day thereafter) for each participating dues paying member for deposit in the UNION Hour Bank. 70% of time use of UNION Hour Bank time shall not incur overtime except with the approval of the Fire Chief. The CITY will provide to the UNION 30 day advanced notice on special training needs and UNION members agree not to schedule UNION Hour Bank business during the identified special training. The CITY concurs that course selection and location is at the prerogative of the UNION and they shall provide 24-hour notice to the department for any UNION Hour Bank absences by way of email to the Fire Chief and to the Shift Chief Officer impacted by the absence. Absences will be charged at straight time. UNION agrees that total UNION Hour Bank accrual and carry over shall not exceed two years' worth of UNION Hour Bank contributions.

The purpose of this UNION Hour Bank is solely to provide educational training and development opportunities to UNION members (e.g. conferences, seminars and training) and should not involve conducting or participating in other agencies' UNION activities.

SECTION 18 PHYSICAL FITNESS PROGRAM

CITY and UNION agree that a proper level of physical fitness is essential to for the job tasks and responsibilities of firefighters. CITY agrees that opportunity for fitness training should be afforded firefighters while on duty, and when not conflicting with other responsibilities. In response to NFPA 1500 (Occupational Safety and Health Standards for Firefighters) a Physical Fitness Committee shall be created with the intent to develop a Physical Fitness Program for duty employees. Committee members shall be mutually agreed to by President of Local 3494 and the Fire Chief. Physical fitness program shall be voluntary and members shall be given one hour of physical fitness training between 0800 and 1700 hours.

SECTION 19 REIMBURSEMENT FOR LOSS/DAMAGE OF PERSONAL PROPERTY

19.1 INTENT

The intent of this program is to permit reimbursement for the repair and replacement of such items as eyeglasses, hearing aids, dentures, watches, personal professional equipment or articles of clothing if necessarily worn or carried by the member in the course of his or her employment. Reimbursement shall not be authorized in connection with ordinary wear and tear.

19.2 REPAIR OR REPLACEMENT

Individuals 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 individual. The option to repair or replace damaged items and to determine whether property shall be returned to the employee rests with the CITY.

19.3 ITEMS AND CIRCUMSTANCES NOT ELIGIBLE

This program shall **not** apply to the following:

1. Losses by mysterious disappearance or theft.
2. Losses of precious or semi-precious stones from settings in watches, and other normal utilitarian items.
3. Losses of any automobile or other vehicle.
4. Losses to the property of others when in the care, security or control of the individual.
5. Losses of money.
6. Losses resulting from acts of negligence on the part of the individual.

19.4 INSURED ITEMS

In the event the individual is covered by insurance for the loss to which this program applies, the benefits afforded under this agreement shall apply only as excess benefits to those paid under the individual's insurance.

19.5 MISREPRESENTATION

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

19.6 COST LIMITS FOR REPAIR OR REPLACEMENT

19.6.1 Upon acceptance of the claim, CITY shall not be liable above the actual cash value of the individual's property at the time that loss or damage occurs, which shall not in any event exceed what it would cost to repair or replace the same with material of like kind or quality.

19.6.2 In no event shall CITY be liable for more than TWO HUNDRED DOLLARS (\$200.00) for any individual item nor more than FOUR HUNDRED DOLLARS (\$400.00) for all loss arising out of a single incident.

19.7 LIMIT ON NUMBER OF REPAIR OR REPLACEMENT OCCURRENCES

CITY shall not be obligated under this Section with respect to any incidents of loss or damage in excess of two per individual in any 24 month period.

SECTION 20 UNIFORM AND DRESS POLICY

All personnel shall comply with the uniform and dress policies contained in this Section at all times while on duty.

From 0800 to 1200 hours and from 1300 to 1700 hours, the standard uniform shall be worn. The standard uniform consists of the following items as specified in Section 4.3 (Uniform Allowance and Specifications) of this MOU:

Pants, shirt, socks, safety boots or shoes, belt, badge, shirt-patches, jacket and nameplate.

Exceptions are:

1. The Davis Fire Department T-shirt and/or Sweatshirt may be worn at employee's option without the uniform shirt except under the following conditions:
 - a. While performing fire prevention inspections and public presentations.
 - b. Approved coveralls may be worn (same as existing contract).

Fire Prevention inspections shall be performed wearing the standard uniform; however, coveralls may be worn over the standard uniform where the uniform might be soiled during the inspections.

2. Fire Battalion Chiefs may be subject to periodic inspection to review the condition and maintenance of their uniforms. Employees found to be in violation of the standards contained in this Section, including, but not limited to, condition and cleanliness of uniform items and conformation of uniform items to those authorized in the uniform specifications, will be subject to removal from duty, without pay, until such conditions are corrected.

3. Uniforms that have been darned or repaired shall not be worn unless the repair is such that it will not be noticed. Frayed collars or cuffs will not be allowed. At the time of purchase, and thereafter, uniforms shall be appropriately sized to fit the employee. Uniforms will be clean and pressed if necessary. Boots and shoes shall be in good repair and polished.

4. T-shirts, either UNION or Department, are not interchangeable. Department issued T-shirts are not to be sold or given away.

SECTION 21
EMT/DEFIBRILLATION POLICY

21.1 PURPOSE

The purpose of the EMT-Defibrillation policy is to establish standards for the level of skills required of shift company personnel in the Davis Fire Department.

21.2 WHO SHALL POSSESS

All individuals hired to the position of Fire Battalion Chief shall possess current EMT certification.

21.3 RECERTIFICATION

The CITY shall provide EMT recertification classes for personnel while on duty and will pay for expenses including tuition, books, instruction fees, certification fees, and overtime. Recertification classes for EMT shall be scheduled at least three (3) months prior to expiration of current certification. CITY shall schedule continual training and recertification classes with as much advance notice as possible.

21.4 SCHEDULES

The Department will negotiate with UNION on reasonable schedules for classes.

21.5 FAILURE TO RECERTIFY

Individuals failing to successfully recertify for EMT shall be provided eight (8) hours of tutoring at CITY expense and shall be required to retest within sixty (60) days of initial attempt at recertification. Failure to recertify on the second try will result in withholding of any merit pay raises until certification is attained. If the individual fails to certify within one (1) year of expiration date (s)he shall be subject to disciplinary action.

21.6 INADEQUATELY TAUGHT

If twenty (20) percent of the individuals fail the recertification process (two chances) the CITY agrees that the class or course was taught inadequately and another recertification process will be scheduled according to Sections 21.3, 21.4, 21.5 above.

SECTION 22
REFERENCES TO PERSONNEL RESOLUTION

22.1 LEAVES OF ABSENCE

Refer to the City of Davis Personnel Rules.

22.2 LAY-OFF PROCEDURES

Refer to the City of Davis Personnel Rules.

SECTION 23 GRIEVANCE PROCEDURE

23.1 PURPOSE

The purpose of the Grievance Procedure is to promote improved employer-employee relations by affording the employee individually, or through the representative of their choice, a systematic means for obtaining further consideration of problems after reasonable efforts to resolve them through discussion have failed. This procedure is designed to expedite the settlement of grievances as near the point of origin as possible.

23.2 PROCESS

An employee, group of employees, or the Union may submit a grievance through the grievance procedure as provided in this Section. Alternatively, employee or Union may submit a grievance through the process outlined in the City of Davis Personnel Rules, Article VIII.

23.3 GRIEVANCE DEFINED

A grievance is a claim by an employee, a group of employees, or the Union on behalf of an employee(s) (each a "grievant"), concerning the interpretation, application, or alleged violation of this Memorandum of Understanding (MOU) and the following articles of the City of Davis Personnel Rules: Articles IX, X, XII (Layoff Procedures, but only as to the procedures and not the decision to implement layoffs; Non-Disciplinary Personnel Actions; and Termination Based on Medical Condition). All other claims are specifically excluded from the grievance procedure, including but not limited to claims which arise from the following: all disciplinary actions for which appeal procedures are provided either in this MOU or the personnel rules; performance evaluations or denial of a merit increase; challenges to reclassifications, layoffs, transfers, denial of reinstatement, working out of class; challenges to recruitment examinations or appointments; provisions of the Fair Labor Standards Act or other statutes not expressly referenced in this MOU; matters covered by City Council Resolutions No. 1303 and 1762 and specifically the City rights set forth in Article V of Resolution No. 1303; safety-related issues; and any provision of this MOU specifically identified as not grievable.

23.4 GRIEVANCE PROCEDURE FIRST LEVEL OF REVIEW

A grievant who has a grievance which remains unresolved after discussion with their supervisor may file a grievance in writing on the approved grievance form. The grievant shall file a written grievance with the Department Head. The Department Head may refer the grievance to the grievant's direct supervisor for resolution, if the Department Head is not the grievant's direct supervisor. The supervisor shall meet with the grievant and other individuals they deem appropriate and respond in writing to the grievant within ten (10) calendar days of the receipt of the grievance. The decision of the supervisor shall be final unless the grievant refiles the grievance with the Department Head not later than ten (10) calendar days after receiving a written decision from the supervisor, or if no answer has been received, not later than ten (10) calendar days following the date on which the response would otherwise be due.

23.5 GRIEVANCE PROCEDURE: SECOND LEVEL OF REVIEW.

Upon initial receipt of a grievance a Department Head may unilaterally waive the first level of review and respond to the grievance directly. Regardless of whether the first level of review is waived or whether the Department Head is responding to a refiling of a grievance at the second level, the Department Head shall meet with the grievant and other individuals they deem appropriate and respond in writing to the grievant not later than ten (10) calendar days of receipt of the grievance. The decision of the Department Head shall be final unless the grievant refiles the grievance with the City Manager not later than ten (10) calendar days after receiving a written decision from the Department Head, or if no answer has been received, not later than ten (10) calendar days following the date on which the response would otherwise be due.

23.6 GRIEVANCE PROCEDURE: THIRD LEVEL OF REVIEW.

If the grievant does not agree with the decision made by the Department Head, the grievant may submit the grievance in writing to the City Manager. The City Manager or their designee shall meet with the grievant and other individuals they deem appropriate and respond in writing to the grievant not later than ten (10) days following receipt of the grievance. For grievants who are individual employees or a group of employees other than the Union, the decision of the City Manager shall be final. Notwithstanding the foregoing sentence, the Union, and only the Union, not later than ten (10) calendar days after receiving a written decision from the City Manager, or if no decision has been received, not later than ten (10) calendar days following the date on which the response would otherwise be due, may submit the decision of the City Manager to binding arbitration as set forth in Section 23.7. In the event the Union declines to submit the matter to arbitration as provided herein, the City Manager's decision shall be final.

23.7 GRIEVANCE PROCEDURE: BINDING ARBITRATION.

If the grievance is not resolved under Section 23.6, the grievance may be appealed by the Union, and only the Union, to a three-person arbitration panel consisting of one (1) representative appointed by the City, one (1) representative appointed by the Union, and one (1) representative of the California State Mediation and Conciliation Service (SMCS) or an impartial third party selected by the City and Union panel members. If the other two (2) panel members are unable to mutually agree upon an impartial third party, the parties shall request a list of five (5) arbitrators from SMCS, and the parties shall alternatively strike a name until one (1) name remains, who shall be selected. The first strike shall be determined by a coin flip with the Union making the call of the coin. The cost of employing any third-party arbitrator selected by the City representative and Union representative shall be borne equally by the parties to the arbitration. All other costs such as, but not limited to, attorneys' fees and witness fees shall be borne only by the party incurring that cost unless the parties otherwise agree to a division of costs. The arbitration hearing shall be held within the City.

The parties shall, not less than ten (10) calendar days prior to the arbitration hearing, submit to the arbitration panel and exchange with each other written statements of the question or questions submitted

for arbitration, copies of all arbitration hearing exhibits and a list of witnesses to be used by each party at the arbitration hearing. No exhibits or witnesses shall be introduced during the arbitration hearing that were not provided to the other party prior to the arbitration hearing, except for purposes of rebuttal or on a determination of good cause by the arbitration panel. If either the City or the Union so requests, the arbitration panel shall hear the merits of any issue raised regarding the arbitrability of a grievance first; no hearing on the merits of the grievance may be conducted until the issue of arbitrability has been decided. No grievance submitted to binding arbitration pursuant to this section 23.7 shall be the subject of an unfair labor practice charge filed with the Public Employment Relations Board.

The arbitration panel shall have no power to add to, detract from, or modify the language of the memorandum of understanding or modify the language of City rules and regulations in rendering a decision. The arbitration panel's award shall be limited to the precise issues raised by the grievance and submitted by the parties. The arbitration panel shall have no authority to consider any other issue not submitted by the parties. Furthermore, the arbitration panel shall have no power to compel the City to enact a legislative act, or to require the appropriation of funds by the City Council to carry out the arbitration panel's decision.

Unless the parties agree otherwise, the arbitration panel shall render its decision in writing within thirty (30) calendar days following the hearing. If requested by either party prior to the close of the hearing, the decision shall be accompanied by findings of fact and conclusions of law. Any award issued by the arbitration panel in favor of the grievant(s) shall be limited to a maximum amount of \$250,000.00, and under no circumstances may the arbitration panel award either punitive damages or attorneys' fees against either party. The arbitration panel's award shall be final and binding except as otherwise provided in Code of Civil Procedure Sections 1235 et seq.

27.8 EXTENDING TIME

The time limits specified in sections 23.4, 23.5 and 23.6 may be extended at by mutual agreement between the City and the union prior to expiration of said time limits. Failure by a grievant to pursue a grievance to the next step of the Grievance Procedure within the timelines set forth at each step of the Grievance Procedure shall be deemed a waiver of the right to further pursue the grievance, and the grievance shall be deemed resolved at the last-completed step of the Grievance Procedure.

23.9 REPRESENTATION

The grievant may have the assistance of another person of their own choosing in preparing and presenting the grievance at any level of review. Except for good cause shown, the grievant must be personally present during any meeting or hearing under this Grievance Procedure.

23.10 USE OF WORK TIME FOR GRIEVANCE

A reasonable amount of work time during the regular shift will be allowed in processing the grievance, provided it does not interfere with emergency response.

23.11 FREEDOM FROM REPRISAL

The grievant shall be free from reprisal for using the Grievance Procedure.

SECTION 24 DISCIPLINE PROCEDURE

24.1 PURPOSE

The purpose of the Disciplinary Appeal Procedure is to promote improved employer-employee relations by affording the employee a systematic means for obtaining further consideration of disciplinary action in accordance with applicable law.

24.2 PROCESS

An employee who has received “major discipline” shall be entitled to appeal such discipline as provided in this section. Notwithstanding anything to the contrary in Section 7.6 of the Personnel Rules, for the purposes of this Section, “major discipline” shall mean only the following: a suspension without pay for two 24 hour shifts (48 hours) or more, a merit decrease, a demotion imposed for disciplinary purposes, or a dismissal.

The procedure set forth in this Section shall provide an alternative disciplinary appeal procedure for major discipline. Employee may still opt to for the procedure contained in the City’s personnel rules.

24.3 DISCIPLINARY APPEAL PROCEDURE: BINDING EFFECT

As an alternative to the definitions and process laid out in the Personnel Rules, an employee subjected to major discipline, as defined in 24.2, may appeal the disciplinary action to a three-person appeal panel. The employee shall submit the notice of appeal to the City Manager in writing not later than ten (10) calendar days after the date of imposition of discipline. In the event the employee fails to timely submit the notice of appeal, the employee shall be deemed to have waived the right to appeal, and the disciplinary action shall be imposed as set forth in the notice of discipline. The panel shall consist of one (1) representative appointed by the City, one (1) representative appointed by the Union, and one (1) representative of the California State Mediation and Conciliation Service (SMCS) or an impartial third party selected by the City and Union panel members. If the other two (2) panel members are unable to mutually agree upon an impartial third party, the parties shall request a list of five (5) hearing officers from SMCS, and the parties shall alternatively strike a name until one (1) name remains, who shall be selected. The first strike shall be determined by a coin flip with the Union making the call of the coin. The cost of employing the third-party hearing officer selected by the City representative and Union representative shall split equally by the employee and the City. All other costs such as, but not limited to, attorneys’ fees and witness fees shall be borne only by the party incurring that cost unless the parties otherwise agree to a division of costs. The appeal hearing shall be held within the City.

The appeal hearing shall commence not later than sixty (60) days after receipt of the notice of appeal. Notwithstanding the foregoing sentence, the employee and the City Manager or designee may agree that the date of hearing be extended to a date certain. The City Manager or designee shall provide to the employee at least seven (7) calendar days written notice of the date, time, and place of hearing. The hearing shall be closed to the public.

Pursuant to Government Code Sections 37104 and 37105, the mayor, vice mayor, or if neither is available, any member of the City council, may execute on behalf of the City a subpoena commanding a witness to appear during the appeal hearing and bring with him/her such tangible items as are pertinent to the subject matter of the hearing. The costs of witness fees and service fees for witnesses subpoenaed by the City in this manner shall be borne by the party seeking the subpoena.

Not less than ten (10) calendar days prior to the appeal hearing, the parties shall exchange copies of all appeal hearing exhibits and a list of witnesses to be used by each party at the appeal hearing. No exhibits or witnesses shall be introduced during the appeal hearing that were not provided to the other party prior to the appeal hearing, except for purposes of rebuttal or on a determination of good cause by the appeal panel. Technical rules of evidence need not be followed during the hearing. Any evidence that reasonable persons may rely on in the conduct of serious affairs shall be admissible, as determined by the appeal panel; provided, however, that hearsay, properly objected to, and standing alone, shall not constitute a sufficient basis for a factual finding. Witnesses shall be examined under oath. The proceedings shall be audio recorded and/or stenographically reported. If the hearing is stenographically reported, a party seeking transcription of the hearing shall be responsible for the cost of such transcription.

The City shall be required to sustain the burden of proving the factual circumstances leading to the disciplinary action, and the propriety of the level of discipline, by a preponderance of evidence. The employee shall be required to sustain the burden of proof for any affirmative defenses raised by the employee. The appeal panel may sustain, reduce or overturn the discipline imposed by the City; if the panel recommends a reduction or overturning of the discipline, then reasoning should be that the underlying facts giving rise to the discipline are not proven by a preponderance of the evidence.

Unless the parties agree otherwise, the appeal panel shall render its decision in writing within thirty (30) calendar days following the hearing. If requested by either party prior to the close of the hearing, the decision shall be accompanied by findings of fact and conclusions of law. Any award issued by the appeal panel in favor of the employee shall be limited to a maximum amount of One Year of Annual Base Salary for the affected employee, and under no circumstances may the appeal panel award either punitive damages or attorneys' fees against either party. The appeal panel shall have no power to add to, detract from, or modify the language of the memorandum of understanding or modify the language of City ordinances, resolutions, or rules and regulations in rendering a decision. The appeal panel shall have no power to compel the City to enact a legislative act, or to require the appropriation of funds by the City Council to carry out the appeal panel's decision. The appeal panel shall have no authority to reinstate a dismissed employee if the employee, after the effective date of the dismissal, no longer meets the minimum qualifications for the position they previously held except if the reason employee no longer meets minimum qualifications, is due to certification(s) lapsing from failure to maintain continuing education credits, or other certification renewal requirements. If the arbitration panel decision is to reinstate employee under this exception, the City will allow necessary and reasonable time for reinstated employee to complete training and become re-certified to meet minimum qualifications, as soon as possible. The City will pay for any required training to restore the certification(s). The appeal panel's award shall be final and binding except as otherwise provided in Code of Civil Procedure Sections 1094.6 et seq.

24.4 REPRESENTATION

The employee may have the assistance of another person or persons of his/her own choosing in preparing and presenting the appeal at hearing. Except for good cause shown, the employee must be personally present during any appeal hearing under this Disciplinary Appeal Procedure.

**SECTION 25
OTHER PROVISIONS**

All items not governed by this agreement, but which are subject to the obligation to Meet and Confer, shall be regulated by the existing CITY Personnel Resolution, Fire Department Operations Manual and other existing regulations and practices.

**SECTION 26
RESIDENCY REQUIREMENT**

The primary residence of every employee shall be within 60 minutes auto travel time from the central fire station. Each employee may have only one primary residence. Primary residence is defined as the residence where the employee sleeps a majority of the time. In the event an employee is unable to comply with this residency provision, said employee shall request a meeting with the Fire Chief for purposes of discussion reasons for non-compliance. An exemption may be considered at discretion of the Fire Chief.

**SECTION 27
PERSONAL EXPOSURE REPORTING SYSTEM**

CITY and UNION agree that the CITY shall enroll and provide funding for all employees covered by this contract in the personal exposure reporting system "PERS" offered by the California Professional Firefighters.

SIGNATURES

City of Davis

/s/ Michael Webb
Michael Webb, City Manager

5/9/2024
Date

Davis Fire Management Unit

/s/ Bobby Weist
Bobby Weist, L3494 President

5/7/24
Date

/s/ Paul Swanson
Paul Swanson

5/7/24
Date

EXHIBIT A

Salary table as of July 8, 2024

	Position	Grade	Step	Hourly	Bi-weekly	Monthly	Annually
FIRE BATTALION CHIEF (56-hour)	11450	172	1	47.2739	5,294.68	11,471.80	137,661.60
FIRE BATTALION CHIEF (56-hour)	11450	172	2	49.6376	5,559.41	12,045.39	144,544.69
FIRE BATTALION CHIEF (56-hour)	11450	172	3	52.1196	5,837.40	12,647.69	151,772.28
FIRE BATTALION CHIEF (56-hour)	11450	172	4	54.7256	6,129.27	13,280.08	159,360.95
FIRE BATTALION CHIEF (56-hour)	11450	172	5	57.4619	6,435.73	13,944.09	167,329.05
FIRE BATTALION CHIEF (MARSHAL)	11440	171	1	66.1835	5,294.68	11,471.80	137,661.60
FIRE BATTALION CHIEF (MARSHAL)	11440	171	2	69.4926	5,559.41	12,045.39	144,544.69
FIRE BATTALION CHIEF (MARSHAL)	11440	171	3	72.9674	5,837.40	12,647.69	151,772.28
FIRE BATTALION CHIEF (MARSHAL)	11440	171	4	76.6158	6,129.27	13,280.08	159,360.95
FIRE BATTALION CHIEF (MARSHAL)	11440	171	5	80.4468	6,435.73	13,944.09	167,329.05

EXHIBIT B
LEAVE ACCRUAL CHART

Employees scheduled to work a 56-hour work week schedule -

SERVICE	DAYS	HRS ¹	HOL HRS ²	TOTAL HOURS	MONTHLY ACCRUAL	BI-WEEKLY ACCRUAL
Thru 5 yrs	10	112.0	134.4	246.4	20.53	9.44
6 th thru 10 yrs	15	168.0	134.4	302.4	25.20	11.59
During 11 th yr	16	179.2	134.4	313.6	26.13	12.02
During 12 th yr	17	190.4	134.4	324.8	27.07	12.44
During 13 th yr	18	201.6	134.4	336.0	28.00	12.87
During 14 th yr	19	212.8	134.4	347.2	28.83	13.30
During 15 th yr onward	20	224.0	134.4	358.4	29.87	13.73

¹ 1/5th of 56 hours = 11.2 hours

² Refer to holiday section which is currently a Section 7.3 “Holiday In Lieu”

Employees scheduled to work a 40-hour work week schedule -

SERVICE	DAYS	HRS ¹	HOL HRS ²	TOTAL HOURS	MONTHLY ACCRUAL	BI-WEEKLY ACCRUAL
Thru 5 yrs	10	80	96	176	14.67	6.77
6 th thru 10 yrs	15	120	96	216	18.00	8.31
During 11 th yr	16	128	96	224	18.67	8.62
During 12 th yr	17	136	96	232	19.33	8.92
During 13 th yr	18	144	96	240	20.00	9.23
During 14 th yr	19	152	96	248	20.67	9.54
During 15 th yr onward	20	160	96	256	21.33	9.85

¹ 1/5th of 40 hours = 8 hours

² Refer to holiday section which is currently a Section 7.3 “Holiday In Lieu”