

**RESOLUTION NO. 15-161, SERIES 2015**

**RESOLUTION ADOPTING A MEMORANDUM OF UNDERSTANDING  
WITH INDIVIDUAL MANAGEMENT EMPLOYEES  
(EXCEPT CITY MANAGER, PUBLIC SAFETY AND EXECUTIVE MANAGERS)**

WHEREAS, the City Council of the City of Davis, pursuant to California Government Code sections 3500 et seq., enacted an employer-employee relations policy with its adoption of Resolution No. 1303, Series 1973, dated June 26, 1973; and

WHEREAS, under the terms of that policy the City Manager and his representatives and the individual police management employees have met and conferred in good faith; and

WHEREAS, these parties have reached agreement on matters relating to the employment conditions of the said employees, as reflected by the written Memorandum of Understanding, which is attached hereto and made a part hereof; and

WHEREAS, this Council finds that the provisions and agreements contained in said Memorandum, as amended, are fair and proper and in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davis that the terms and conditions contained in said Memorandum of Understanding are hereby adopted, subject to ratification by individual management employees.

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

AYES: Frerichs, Lee, Swanson, Wolk

NOES: Davis



Daniel M. Wolk  
Mayor

ATTEST:



Zita S. Mirabile, CMC  
City Clerk

**MEMORANDUM OF UNDERSTANDING  
WITH the INDIVIDUAL  
GENERAL MANAGEMENT EMPLOYEES  
(Except City Manager, Public Safety Positions,  
and Executive Management Positions)**

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 GENERAL MANAGEMENT EMPLOYEES (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 January 1, 2016, and ending June 30, 2017, as hereinafter set forth, shall submit this AGREEMENT 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.

## **SECTION 1. EMPLOYEE GROUP**

The following positions will be considered part of the General Management Group:

Accountant I/II  
Accounting and Fiscal Analyst I/II  
Administrative Services Manager - Police  
Administrative Analyst I/II  
Assistant to the Director  
Community Services Superintendent  
Deputy Innovation Officer  
Facilities Manager  
Fleet Manager  
Housing and Human Services Program Superintendent  
Human Resources Analyst I/II  
IS Administrative Manager  
IS Project Manager  
Media and Communications Officer  
Parks Manager  
Planner  
Police Intelligence and Resource Analyst  
Principal Civil Engineer  
Principal Planner  
Project Manager  
Property Management Coordinator  
Public Relations Manager I/II  
Records and Communications Manager  
Senior Civil Engineer  
Sustainability Programs Coordinator  
Technical Services Manager  
Transportation Planner  
Urban Forest Manager  
Utilities Manager  
Water Division Manager  
WWTP Superintendent

Employees holding positions included within the General Management Group will have property rights in their employment and may only be terminated or disciplined for cause.

The City Manager reserves the right to determine whether new management positions will be added to the General Management Group as they are created.

**SECTION 2. COMPENSATION**

**A. SALARY**

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

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

**B. LONGEVITY**

Effective January 1, 2016, the base wages for employees covered by this MOU shall increase based on their years of continuous employment with the City as follows:

10 years	2.5%
20 years	2.5%

Each longevity pay increase shall build upon prior longevity pay increases to a maximum of 5%.

**C. FISCAL EMERGENCY**

In the event the City declares a state of general fiscal emergency by formal Resolution, employees and City agree to reopen this section for further consideration in light of the declared fiscal emergency.

**SECTION 3. BENEFITS**

**FLEXIBLE BENEFIT PLAN (CAFETERIA PLAN)**

In accordance with "The City of Davis Flexible Benefits Plan" adopted November 21, 2006, the City provides a 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 benefits plans offered by the CITY on a pretax basis or (b) receive a cash out benefit that is not included in the employee's hourly rate. The details of Plan eligibility and operational requirements are set forth in the Plan documents.

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

1. All eligible employees must enroll in one of the PEHMCA medical plans unless they submit to the City satisfactory proof of alternative medical insurance coverage.
  - 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 article shall include:
  - 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 would receive prorated benefits based on the percentage of full-time equivalency. For example a regular employee budgeted at 30 hours per week will receive 75% of cafeteria benefit.
3. Employees may change their health plan participation only during open enrollment or in response to a qualifying event.

### **HEALTH BENEFITS CONTRIBUTION**

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

### **CASH IN-LIEU**

Bargaining unit employees with outside health/dental coverage, such as through a spouse, domestic partner, or other acceptable alternative health coverage, and employees who select less expensive benefits within the cafeteria plan, can elect to take the unused portion of their cafeteria

contributions allotted for medical and dental benefits as cash in lieu of receiving any or all of the actual benefit.

Employees hired before February 28, 2010 may cash out the difference between the monthly premium costs for the health benefits selected and the City's maximum monthly contribution for cash out purposes of \$1,483 up to a maximum of \$500. For example if an employee selects health benefits costing \$1,300 per month, the maximum cash out would be \$183 (i.e., \$1,483.08 - \$1,300 - \$183.08).

Employees hired after February 28, 2010 may only cash out the difference between the monthly premium costs for the health benefit selected and the City's maximum monthly cash out of \$500 per month. For example, if an employee selects health benefits costing more than \$500 per month, the employee would receive no cash out benefit.

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

#### **DENTAL BENEFITS CONTRIBUTION**

The City shall contribute towards each bargaining unit employee's cafeteria benefit plan the total monthly premium for the City's self-funded dental plan for employee with two or more dependents. City will continue to include unmarried dependents through age 22.

#### **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 MOU 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.

2. The City shall provide long term disability (LTD) insurance coverage for all employees. The City shall contribute towards each MOU member's cafeteria benefit plan the amount to purchase the Long Term Disability Benefit provided in City of Davis Self-Insured Long Term Disability Plan. Purchase of this policy is mandatory.

### 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.

### Waiting Period

Benefits shall begin 30 calendar days after occurrence.

## **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 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.

### 2. FLEXIBLE SPENDING ACCOUNTS

The City provides a Flexible Spending Account ("FSA") into which employees may contribute a portion of their regular earnings to pay for qualified dependent care and medical expenses on a pre-tax basis in accordance with IRS regulation. The City shall pay all administrative costs associated with establishing and maintaining flexible spending accounts. In accordance with IRS regulations, any unused amounts contributed to the FSA are not reimbursed to the employee when the employee fails to submit proof of eligible reimbursable expenses during a calendar year. However, up to five hundred dollars (\$500) of unused amounts remaining at the end of the plan year in a health FSA may be carried over and paid or reimbursed to participating employees for qualified medical expenses incurred during the following plan year. All other unused amounts in an employee's FSA cannot be rolled over to the next calendar year.

### 3. VISION CARE

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

Amounts will be made available to the employee to pay premiums for enrollment of the employee and his/her dependents in the City sponsored health and dental insurance programs of the employee's choice. Enrollment of the employee and his/her dependents in the City sponsored health programs is mandatory unless proof of acceptable current alternate coverage

is presented. Any amount in excess of the premiums required for the health and dental insurance coverage selected by the employee will be added to the employee's gross pay prior to income tax withholding and paid with bi-weekly paychecks.

### **MEDICAL BENEFIT PREMIUMS FOR RETIREES**

Retirees are not eligible for any cash in lieu of health benefits.

1. Employees who retire from the City on or before December 31, 2015, will receive the following retiree medical benefit. "Retire" includes both service and disability retirement.
  - A. Employees hired before July 1, 1996- City shall continue to contribute to eligible retirees an amount equal to 100% of the premium for the group health insurance plan available from Kaiser-Bay Area for retired employees and two or more dependents sponsored by the CITY through CalPERS.
  - B. Employees hired on or after July 1, 1996- City shall continue to contribute to eligible retirees an amount equal to 50% of the premium for the group health insurance plan available from Kaiser-Bay Area for retired employees and two or more dependents sponsored by the City through CalPERS until age 60. After age 60, employee will receive a retiree medical benefit based on 100% of the CalPERS Kaiser Bay Area rate for employee plus two or more dependents.
2. Employees hired before July 1, 1996, who retire after December 31, 2015, but on or before December 31, 2025, will receive the following retiree medical benefit.
  - A. Employees who retire with at least 25 years of City service or as a result of disability- City shall contribute to eligible retirees an amount equal to 100% of the premium for the group health insurance plan available from Kaiser-Bay Area for retired employees and two or more dependents sponsored by the City through CalPERS. Once the employee has transferred to a Medicare plan, the City will pay the Medicare Supplemented/Managed Medicare monthly rate based on the CalPERS Kaiser Bay Area rate for employee plus two or more dependents.
  - B. Employees who retire with less than 25 years of City service- City shall contribute to eligible retirees an amount equal to 75% of the premium for the group health insurance plan available from Kaiser-Bay Area for retired employees and two or more dependents sponsored by the City through CalPERS. Once the employee has transferred to a Medicare plan, the City will pay the Medicare Supplemented/Managed Medicare monthly rate based on the CalPERS Kaiser Bay Area rate for employee plus two or more dependents.

3. Employees hired on or after July 1, 1996, but before December 31, 2012, who retire after December 31, 2015, but on or before December 31, 2025, will receive the following retiree medical benefit.
  - A. Employees who retire with at least 25 years of City service or as a result of disability- City shall contribute to eligible retirees an amount equal to 50% of the premium for the group health insurance plan available from Kaiser-Bay Area for retired employees and two or more dependents sponsored by the City through CalPERS until age 60. After age 60, employee will receive a retiree medical benefit based on 100% of the CalPERS Kaiser Bay Area rate for employee plus two or more dependents. Once the employee has transferred to a Medicare plan, the City will pay the Medicare Supplemented/Managed Medicare monthly rate based on the CalPERS Kaiser Bay Area rate for employee plus two or more dependents.
  - B. Employees who retire with less than 25 years of City service- City shall contribute to eligible retirees an amount equal to 50% of the premium for the group health insurance plan available from Kaiser-Bay Area for retired employees and two or more dependents sponsored by the CITY through CalPERS until age 60. After age 60, employees will receive a retiree medical benefit based on 75% of the CalPERS Kaiser Bay Area rate for employee plus two or more dependents. Once the employee has transferred to a Medicare plan, the City will pay the Medicare Supplemented/Managed Medicare monthly rate based on the CalPERS Kaiser Bay Area rate for employee plus two or more dependents.
4. Employees hired before July 1, 1996, who retire after December 31, 2025, will receive the following retiree medical benefit.
  - A. City shall contribute to eligible retirees an amount equal to 75% of the premium for the group health insurance plan available from Kaiser-Bay Area for retired employees and two or more dependents sponsored by the CITY through CalPERS. Once the employee has transferred to a Medicare plan, the City will pay the Medicare Supplemented/Managed Medicare monthly rate based on the CalPERS Kaiser Bay Area rate for employee plus two or more dependents.
5. Employees hired on or after July 1, 1996, but before December 31, 2012, who retire after December 31, 2025, will receive the following retiree medical benefit.
  - A. City shall contribute to eligible retirees an amount equal to 50% of the premium for the group health insurance plan available from Kaiser-Bay Area for retired employees and two or more dependents sponsored by the CITY through CalPERS until age 60.

After age 60, employee will receive a retiree medical benefit based on 75% of the CalPERS Kaiser Bay Area rate for employee plus two or more dependents. Once the employee has transferred to a Medicare plan, the City will pay the Medicare Supplemented/Managed Medicare Monthly rate based on the CalPERS Kaiser Bay Area rate for employee plus two or more dependents.

6. Employees hired on or after January 1, 2013- City shall contribute to eligible retirees an amount equal to the Medicare Supplemented/Managed Medicare monthly rate based on the CalPERS Kaiser Bay Area rate for employee plus one dependent based on status.

#### **DENTAL BENEFITS FOR RETIREES**

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

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

##### **A. Miscellaneous Employee Retirement**

1. The following provisions apply to bargaining unit employees hired into city service on or before December 31, 2012 (“classic members”).
2. The City shall continue providing classic members with the CalPERS “2.5% at 55” local retirement plan. Classic members shall contribute a total of eight percent (8%) towards the employee’s CalPERS contribution. The City will continue to structure the salary and required employee pension contributions to maximize compensation reported to CalPERS and to take advantage of the federal Internal Review Code 414(h)(2) and related CalPERS Board rulings.
3. The following provisions apply to bargaining unit employees hired into city service as “new members” on or after January 1, 2013 (“PEPRA members”).
4. The City shall continue providing PEPRA members with the CalPERS “2% at 62” local retirement plan. Effective January 1, 2016, PEPRA members shall contribute fifty percent (50%) of the normal cost of the benefit as the employee’s CalPERS contribution. The City will continue to structure the salary and required employee pension contributions to maximize compensation reported to CalPERS and to take advantage of the federal Internal Review Code 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 Benefits

The City shall continue to provide all EMPLOYEES with the CalPERS fourth level 1959 survivors' benefit pursuant to Section 21574 of the Government Code. The City and the Association agree that any additional cost to the City resulting from this benefit shall be paid by the employee.

**SECTION 5. DEFERRED COMPENSATION.**

City agrees to continue the contract with the International City Managers Association (ICMA) and PERS for deferred compensation programs entitling employees to defer receipt of a portion of their salary until retirement or other time jointly agreed upon by individual employees and ICMA or PERS. Nothing contained herein shall obligate City to make any contributions on behalf of employees.

**SECTION 6. LEAVES AND ATTENDANCE.**

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. For any given contract year under this Agreement, an individual employee may decline to accept up to 40 hours of vacation accrual, by written request to the City Manager.
  - 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 shall earn vacation leave during each calendar year according to the following schedule, unless they have declined to accept the vacation accrual, as provided in this section:

Years of Employment	Vacation Days Earned Per Year
1-3	15
4-5	17
6-10	20
11	23
12	24
13	25

14	26
15	27
16+	28

4. 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.
  5. The times during a calendar year at which an employee may take their vacation shall be determined by the department head and the City Manager 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.
  6. Any employee, with the consent of the department head and the City Manager, may defer as many working days of their annual vacation as they accumulate during a given year to the succeeding calendar year.
  7. In the event one or more municipal holidays occur within an annual vacation leave, such holidays shall not be charged as vacation leave, but shall be charged as holiday leave.
  8. 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.
- 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 ten (10) working days (i.e., eighty (80) hours) of management leave each calendar year, which shall be prorated and accrued on a bi-weekly basis.
  2. The employee shall not vest management leave time until it is actually accrued.
  3. Employees are encouraged to take all of their management leave off with pay. However, employees are entitled to three (3) options with respect to the manner in which they use this leave:
    - a. Take their accumulated time off with pay.
    - b. Receive a cash payment for fifty (50) percent of the management leave accrued in one (1) year, and take the remaining balance of their accumulated time off with pay.

- c. Receive a cash payment for a hundred (100) percent of the management leave accrued in one year.
  4. Any employee, with the consent of the department head and the City Manager, may defer as many working days of their annual management leave as they accumulate during any given year to the succeeding calendar year.
  5. The policy statements contained in this exhibit regarding the time during the calendar year at which an employee may take their vacation leave, the effect of holidays on this leave, and payment for this leave upon termination of employment, shall also apply to management leave.
- C. Sick Leave. Sick leave with pay shall be granted to all employees. Sick leave shall not be considered as a right which an employee may use at their discretion, but shall be allowed only in case of necessity and actual personal sickness or disability.
1. In order to receive compensation while absent or on sick leave, the employee shall notify their immediate superior or the City Manager prior to or within four (4) hours after the time set for beginning their daily duties, or as may be specified by the head of their department.
  2. When absence is for more than one (1) work day, the employee may be required to file a physician's certificate or personal affidavit with the City Manager, stating cause of the absence.
  3. 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. Sick leave shall be earned at the rate of one (1) work day for each calendar month of service. Unused sick leave may be accumulated.
  4. Employees may take any or all of their accrued sick leave in cases where an employee's presence is required elsewhere because of the sickness or disability of a member of the employee's immediate family. The immediate family shall consist of the spouse, children, parents, brothers, sisters, or other individuals whose relationship to the employee is that of a dependent or near dependent.
  5. When an employee is rendered incapable of performing their work or duties by injuries received or illness arising in the course of their employment by City, and such injury or illness is determined to come within the provisions of the Workers' Compensation Act, the City Manager may grant the employee leave, with an amount of pay equal to the difference between their CITY pay and the workers' compensation, if any, received by the

employee during such incapacity, but not to exceed one (1) year for any one period of such incapacity. Leave granted an employee under the above provisions shall not be considered sick leave or deducted from accumulated sick leave as provided in this section.

- D. Military Leave. Military leave shall be granted in accordance with the provisions of state law. All employees entitled to military leave shall give the City Manager an opportunity within the limits of military regulations to determine when such leave shall be taken.
- E. Leave of Absence Without Pay. The City Manager may grant an employee leave of absence without pay or seniority for not to exceed twelve (12) months in any 12 month period. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and the approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time it was granted. Failure on the part of an employee on leave to report at its expiration or within a reasonable time after notice to return to duty shall be cause for discharge.

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

- F. Jury Leave. Every employee who is called or required to serve as a trial juror shall be entitled to be absent from their duties with the City during the period of such service or while necessarily being present in court as a result of such call. Under such circumstances, the Employee shall be paid the difference between their full salary and any payment they receive, except travel pay, for such duty.
- G. Attendance. Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays, and leaves. Failure on the part of an employee, absent without leave, to return to duty within twenty-four (24) hours after notice to return shall be cause for immediate discharge

## **SECTION 7. HOLIDAYS.**

- A. Employees will get paid holidays off as follows:

- 1. The holidays observed by the City are:

- a. January 1; the third Monday in January; the third Monday in February; the last Monday in May; July 4; the first Monday in September; November 11; Thanksgiving Day; the day after Thanksgiving Day; December 24; December 25; December 31; and

every day proclaimed by the mayor of the City of Davis as a public holiday (however, in no case, shall the City of Davis observe the same holiday on more than one day).

2. Whenever a holiday falls on a Sunday, the following Monday shall be observed as a holiday in which case the Sunday shall not be considered a holiday for any purpose.
3. Whenever a holiday falls on a Saturday, the preceding Friday shall be considered as a holiday in which case the Saturday shall not be considered a holiday for any purpose.
4. Whenever the application of sections 2 and 3 above result in a holiday falling on another holiday, employees will be credited with eight (8) hours vacation time on the first pay period following the holiday.
5. Employees whose regular work day normally consists of more than eight (8) hours shall not be entitled to more than eight (8) hours of holiday.
6. City shall continue to grant two and one-half days floating holidays in lieu of California Admission Day, Lincoln's Birthday holiday and from 1:00 p.m. to 5:00 p.m. Good Friday. Floating holidays shall be treated as vacation time and City policy regarding vacation leave shall apply.

#### **SECTION 8. UNIFORM REPLACEMENT & CLEANING ALLOWANCE.**

City agrees to pay the uniform replacement and the uniform cleaning allowing, equal to that allowed by the Davis Police Officers Association MOU, to the Non-sworn Manager assigned to police, and any other Police management employee who may be required to wear a uniform during the performance of their duties. The uniform replacement and the uniform cleaning allowing will be paid on the schedule adopted by the Davis Police Officers Association.

#### **SECTION 9. YEAR END VOLUNTARY TIME OFF.**

The week of Thanksgiving and between Christmas and New Year's, all employees are encouraged to take vacation. It is understood there are employees involved in essential operations who may not be able to take time this time off. If an employee takes leave without pay, the City agrees (for this purpose only) to waive the provision of the Personnel Rules that provide in order to receive pay for an observed holiday, an employee must work or be on approved leave on the work day before and work day after the holiday, and not to adjust or reduce health, dental, life insurance benefits, leave time accruals or seniority for the period the employee is on leave without pay. Only the employee's pay will be adjusted.

**SECTION 10. PARENTAL LEAVE.**

City's Parental Leave Policy shall remain in effect. City and Employees agree to meet and confer regarding any proposed modifications to the Parental Leave Policy during the term of this MOU.

**SECTION 11. LAYOFFS**

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.

**SECTION 12. DIRECT DEPOSIT.**

City shall continue to offer Direct Deposit service to those employees who request it.

**SECTION 13. DEPENDENT CARE PLAN.**

City shall continue to implement the existing Dependent Care Plan.

**SECTION 14. OTHER TERMS AND CONDITIONS.**

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.

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

**SECTION 15. 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 16. COPIES OF AGREEMENT.**

City shall provide MOU with one fully executed copy of this Memorandum (including a conformed copy of the authorizing resolution) within five (5) days from ratification by the City Council.

**SECTION 17. TERM**

The term of this Memorandum of Understanding shall be January 1, 2016, and shall remain in effect to, and including, June 30, 2017.

**SECTION 18. EFFECTIVE DATE OF CHANGES.**

There are no retroactive economic provisions associated with this MOU. Except as otherwise specified, this agreement is effective January 1, 2016, however all economic and benefit changes will take place after adoption of this MOU or as specified in the MOU.

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

EMPLOYEE RELATIONS OFFICER OF THE  
CITY OF DAVIS

By:   
Dirk Brazil

Brian Abbanat

John Alexander

Robert Blyth

Robert Bowen

Kellie Bruton

Robert Cain

Cathy Camacho

Pamela Dav

Carrie Dyer

Susan Errington

Danielle Foster

Bradley Gonzalez

Rachel Hartsough

Christine Halwan

Jacqueline Jaskowiak

Martin Jones

Eric Lee

Michael Lindquist

Kathleen Long

Jean Lyon

Deanne Machado

Katherine McIntire

Michael Mitchell

Roxanne Namazi

Ike Njoku

Diane Philling

Paul Sears

Glen Stone

Gary Wells

Stacey Winton

Robert Wolcott

Sarah Worley