RESOLUTION NO. 18-123, SERIES 2018

RESOLUTION ADOPTING A MEMORANDUM OF UNDERSTANDING WITH INDIVIDUAL GENERAL MANAGEMENT EMPLOYEES

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 General Management Employees have met and conferred in good faith; and

WHEREAS, the City Council of the City of Davis previously passed a Memorandum of Understanding with Individual General Management Employees, in 2015; and

WHEREAS, in accordance with said Memorandum, the City Manager and his representatives and the Individual General Management Employees have reached agreement in regards to a successor agreement; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Davis does hereby adopt the terms and conditions contained in said Memorandum of Understanding, and are subject to ratification by the Individual General Management Employees.

PASSED AND ADOPTED by the City Council of the City of Davis on this 19th day of June, 2018, by the following vote:

AYES: Arnold, Frerichs, Lee, Swanson, Davis

NOES: None

ATTEST:

[Signature]
Robb Davis
Mayor

[Signature]
Zena Grimaldi, CMC
City Clerk
MEMORANDUM OF UNDERSTANDING

Between

INDIVIDUAL GENERAL MANAGEMENT EMPLOYEES

And

THE CITY OF DAVIS

July 1, 2017 to June 30, 2021
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” or “Agreement”, 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 July 1, 2017, and ending June 30, 2021, 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.
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SECTION 1. EMPLOYEE GROUP

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.

Classifications considered as part of the General Management Group are listed in Appendix A.

SECTION 2. COMPENSATION

A. COST OF LIVING INCREASES

Effective the pay period beginning June 18, 2018, employees covered by this Agreement will receive a two percent (2%) cost of living salary increase.

Effective the pay period following July 1, 2018, employees covered by this Agreement will receive a two percent (2%) cost of living salary increase.

Effective the pay period following July 1, 2019, employees covered by this Agreement will receive a two percent (2%) cost of living salary increase.

Effective the pay period following July 1, 2020, employees covered by this Agreement will receive a two percent (2%) cost of living salary increase.

B. ONE-TIME NOT REPORTABLE OFF SALARY SCHEDULE PAYMENT

Employees actively employed as of both June 1, 2018 and the date of the payment set forth below will receive a one-time off-salary schedule payment on or about July 16, 2018. The amount of the one-time payment will be calculated as 2% of the employee’s annual base pay (base pay rate as shown on salary table as of June 1, 2018), and pro-rated based on date of hire for those first employed after July 1, 2017. The one-time payment will be included on a regular paycheck and is subject to regular payroll tax withholdings and deductions. This one-time payment is not reportable as compensation for retirement purposes and therefore, not subject to contribution deduction.

C. PENSION COST SHARE

Beginning the pay period following July 1, 2019 and July 1, 2020, employees shall make additional pension “cost sharing” contributions of zero to one percent (0% - 1%) per year or shall receive additional increases to base salary of zero to one percent (0% - 1%) pursuant to the below

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cost sharing model. These cost sharing contributions or increases to base pay, if applicable, shall continue beyond the expiration of the MOU and shall constitute the status quo for all purposes until such time as the parties mutually agree to alternative pension contribution arrangements.

For July 1, 2019:
CalPERS projected total employer contribution rate as a percentage of payroll (CalPERS actuarial valuation for miscellaneous plans – June 30, 2016) for fiscal year 2019-2020 is 39.7%. To the extent the actual total employer contribution rate is higher than 39.7%, the employee will contribute a correspondingly increased contribution up to an additional one percent (1%) effective the pay period following July 1, 2019. (For example, if the total contribution rate is actually 40.2%, an employee’s contribution would increase by 0.5% of base pay.) To the extent the actual total employer contribution rate is lower than 39.7%, the employee will receive an additional increase in base pay of up to one percent (1%) effective the pay period following July 1, 2019. (For example, if the total contribution rate is actually 39.2%, employees would receive an increase in base pay of 0.5%).

For July 1, 2020:
CalPERS projected total employer contribution rate as a percentage of payroll (CalPERS actuarial valuation for miscellaneous plans – June 30, 2016) for fiscal year 2020-2021 is 42.5%. To the extent the actual employer contribution rate is higher than 42.5%, the employee will contribute a correspondingly increased contribution up to an additional one percent (1%) effective the pay period following July 1, 2020. To the extent the actual total employer contribution rate is lower than 42.5%, the employee will receive an additional increase in base pay of up to one percent (1%) effective the pay period following July 1, 2020. The examples provided in subsection (a) above also apply to the 2020 deviations from the projected rate.

The above cost sharing shall be capped as follows:

CLASSIC Miscellaneous Members – Total sum of the employee contribution rate (currently 8%) plus any additional contribution(s) under this provision, shall not exceed 10% by the end of the contract term.

PEPRA Miscellaneous Members – Total sum of the employee contribution rate (“50% of normal cost” as set by CalPERS – currently 6.25%) plus any additional contribution(s) under this provision shall not exceed 8.25% or 50% of the normal cost as established by CalPERS, whichever is higher.

Any cost sharing resulting from this agreement shall be pursuant to Government Code Section 20561.(f).
D. COMPENSATION STUDY

The City agrees to conduct a total compensation study during fiscal year 2019-2020 and will meet with the Individual Management Group to discuss results.

E. LONGEVITY

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

<table>
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<td>After ten (10) years of service with the City</td>
<td>2.5% increase above base pay</td>
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<tr>
<td>After twenty (20) years of service with the City</td>
<td>Additional 2.5% increase above base pay</td>
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The maximum longevity pay is a five percent (5%) increase above the employee’s base pay.

Longevity pay shall be included on each eligible employee’s bi-weekly payroll. Eligible employees who leave City service and return within two (2) years of separation will receive credit for prior service time. 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 earnable special compensation within the meaning of Section 20636 of the California Government Code and Section 571(a)(1) of the CalPERS regulations and/or as defined pensionable compensation in the California Government Code and the CalPERS regulations as amended.

SECTION 3. BENEFITS

A. FLEXIBLE BENEFIT PLAN (CAFETERIA PLAN)

In accordance with “The City of Davis Flexible Benefits Plan” adopted November 21, 2006, the City provides a 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 (“PEMHCA”).

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1. All eligible employees must enroll in one of the PEMHCA medical plans unless they submit to the City satisfactory proof of alternative medical insurance coverage.

   a. Employees who fail to complete this requirement will be enrolled in the lowest cost health insurance policy the City offers through CalPERS.

   b. Employees who meet the requirement shall be allowed to utilize their Flexible Benefit Plan contributions for any of the other qualified benefits as provided for in IRC Section 125.

2. The term “eligible employee” for this 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 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 in accordance with IRS provisions and CalPERS regulations.

B. HEALTH BENEFITS CONTRIBUTION

Effective the plan year beginning January 1, 2018, the City will contribute to each eligible bargaining unit employee’s cafeteria benefit plan $1,744.26 towards monthly medical premiums. Effective each year thereafter, the City’s contribution towards monthly health care premiums will increase based on actual increases in the health care premium rate for the regional Kaiser plan the City is linked to for employees plus two or more dependents (i.e., family level) as follows: The City will contribute the first three percent (3%) of any increases in health premiums for applicable regional Kaiser area plan for employees plus two or more eligible dependents and will contribute fifty-percent (50%) of any increase that is greater than six percent (6%) in any plan year. This City contribution includes the minimum employer contribution (MEC) pursuant to Government Code Section 22892.

C. PEMHCA

For qualifying regular 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 B. above includes the minimum employer contribution.
D. CASH IN-LIEU

Bargaining unit employees with outside health/dental coverage, such as through a spouse, domestic partner, or other acceptable 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. The amount of cash in lieu is capped at five hundred dollars ($500) per month.

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.

E. 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.

F. LIFE INSURANCE & LONG-TERM DISABILITY BENEFIT

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

1. The City shall contribute towards each 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 66.67% 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.

G. OPTIONAL BENEFITS

The City agrees to make available to each covered employee the following optional benefits. Participation in these benefits is optional, and there will be no additional contribution by the City to purchase these benefits.

1. SUPPLEMENTAL LIFE

The City shall make available to all 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 (Dep Care FSA) and medical expenses (Unreimbursed medical expense FSA) 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 an unreimbursed medical expense 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 Employees at no cost to the City.

SECTION 4. CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM

Subject to the pension cost sharing provisions in Section 2, the City will provide the following pension benefits with corresponding employee contributions:

A. MISCELLANEOUS EMPLOYEE RETIREMENT

1. The following provisions apply to bargaining unit employees hired into city service on or before December 31, 2012 or otherwise determined to be "Classic" members by CalPERS ("classic members").
   1. 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.

2. The following provisions apply to bargaining unit employees hired into city service as "new members" on or after January 1, 2013 ("PEPRA members").
   1. The City shall continue providing PEPRA members with the CalPERS "2% at 62" local retirement plan. 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.
D.  MEDICAL BENEFIT PREMIUMS FOR RETIREES

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

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. PEMHCA - Pursuant to PEMHCA and relevant PERS regulations, a retired employee will qualify for retiree medical benefits if his or her retirement from the City is effective within 120 days of his or her separation from employment with the City and the retired employee receives a retirement allowance from CalPERS resulting from his or her service with the City (Annuitant). Annuitants are eligible to continue health coverage under PEMHCA. An Annuitant will receive the PEMHCA minimum contribution regardless of retirement date.

   a. All contributions shall be made pursuant to the City’s PEMHCA resolution and Government Code section 22892. All contributions referenced in Section D. include the minimum contribution.
b. All City contributions in excess of the minimum employer contribution shall be done on a reimbursement basis pursuant to IRS regulations.

7. Despite any contrary regional references elsewhere in this Section, for all employees who retire after January 1, 2018, the amount of contribution from the City referenced throughout Section H shall be based on CalPERS Kaiser rate for the region in which the City is assigned (currently Kaiser Sacramento region) rather than Kaiser Bay Area.

E. DENTAL BENEFITS FOR RETIREES

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 5. DEFERRED COMPENSATION.

City agrees to continue the contract with the International City Managers Association (ICMA) and CalPERS 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 CalPERS. Nothing contained herein shall obligate City to make any contributions on behalf of employees.

City may choose to offer other deferred compensation plans as an alternative to ICMA. To the extent offered by the City, employees may voluntarily elect to contribute to the options available.

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 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

3. 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.

4. 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.

5. 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.

6. 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.

7. 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. 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.

4. 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. CASH-OUT OF VACATION/MANAGEMENT LEAVE

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

2. Employees are able to cash-out up to forty (40) hours of vacation as long as: (1) the employee has at least ten (10) years of service with the City, and (2) the employee has a minimum of one (1) year of accrued vacation on the books.

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

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

D. SICK LEAVE

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

1. Sick leave shall be earned at the rate of eight (8) hours for each calendar month of service.
Regular part-time employees who work in a position budgeted for less than full-time, but more than 1,040 hours per year, shall be credited sick leave on a prorated basis. For example, part-time employees regularly scheduled to work twenty (20) hours per week accrue at a rate equal to four (4) hours for each calendar month of service.

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

3. In situations where, in the City’s discretion, circumstances indicate potential sick leave fraud or abuse, the City reserves the right to require medical certification of absences attributed to sick leave.

However, nothing in this provision shall be construed that any employee waives any right of privacy guaranteed under state and/or federal law.

4. In addition to the uses currently permitted in the City’s Personnel Rules, Sick Leave may be used in accordance with California’s Paid Sick Leave law, as it may from time to time be amended. Under current law, an employee may use paid sick leave for one of the following reasons:
   • 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:
     o Spouse or Registered Domestic Partner.
     o Child (including a biological, adopted, or foster child, stepchild, legal ward, or,
     o 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.)
     o Grandparent.
     o Grandchild.
     o Sibling.

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.

4. Accrued sick leave has no cash value or value other than as wage replacement during a qualifying absence. No payment shall be made for unused sick leave at termination of employment whether voluntary or involuntary, except that upon retirement under CalPERS, unused sick leave shall be treated as additional time in service for the purpose of computing retirement benefits.

E. 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.

F. LEAVE OF ABSENCE WITHOUT PAY

Except as otherwise required by law, 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.

G. 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.

H. BEREAVEMENT LEAVE

Upon the death of a family member (as defined within Subsection D), employees may use up to
three standard days (24 hours) of paid bereavement leave per calendar year. Such leave does not
accrue, has no cash value, does not accumulate over time. If such loss requires additional time
from work or the employee suffers more than one loss with the year, an employee may be
approved to use sick leave for purposes of grieving and travel to and from memorial services.
Such additional time may require documented verification of loss. If an employee requires time
to address the business or personal affairs as a result of such loss, the employee may request
approval to use vacation or management leave with appropriate notice and coordination with
operational needs.

I. YEAR END VOLUNTARY TIME OFF.

The week 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.

J. 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.

K. 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 upon approval of the City Council 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 accrue like 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 allowance, equal to that allowed by the Davis Police Officers Association MOU, to the Non-sworn (Civilian) Manager(s) 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 allowance will be paid on the schedule adopted by the Davis Police Officers Association. The current amount and schedule is as follows:

A. Purchase Allowance: New civilian employees required to wear a uniform by the Police Chief will be provided five hundred dollars ($500) for the purchase of uniforms and equipment. These uniforms and equipment are to be considered personal property. It is the responsibility of the employee to obtain and maintain these items. Eligible items are those specified in the department regulations.

B. Replacement: The City agrees to provide uniform replacement allowance for each eligible
civilian employee who is required by the Police Chief to wear a uniform of four hundred dollars ($400.00) per fiscal year for the cost of replacement and maintenance. Eligible items are those specified in Departmental Regulations. Employees shall begin receiving the replacement allowance on the next regular replacement allowance disbursement date following completion of at least one (1) year of service. One-half of the uniform replacement allowance will be paid during a pay period in July and one-half of the uniform replacement allowance will be paid during a pay period in January. The City retains the discretion to prorate allowance payments to any employee who has not been on duty for an extended period due to leave or other similar circumstance.

C. Cleaning Allowance: The City agrees to pay employees who are required to wear a uniform one hundred fifty dollars ($150) per fiscal year as a “uniform cleaning allowance” to be used for the specific and limited purpose of having cleaned and otherwise maintained those items of uniform the City requires them to wear during the performance of their assigned duties. City agrees to pay eligible employees one-fourth (1/4) of the uniform cleaning allowance at the end of each quarter during each fiscal year.

D. For CalPERS Classic members, uniform purchase, replacement and cleaning allowances are considered special compensation and will be reported to CalPERS each pay period on a prorated basis.

SECTION 9. 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 10. DIRECT DEPOSIT.

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

SECTION 11. AB 119 COMPLIANCE

This provision applies to all new employees hired into General Management Group bargaining unit positions and is intended to comply with the provisions of AB119.

A. The City will provide the General Management Group with not less than ten (10) calendar days’ advance written notice of the time, date and location of all new employee orientation meetings, unless an urgent and unforeseeable need for a new employee orientation meeting precludes the City from providing the General Management Group with ten (10) calendar days’ advance notice. The advance notice will include the number of General Management Group employees attending the orientation meetings. The City will make
reasonable effort to comply with the 10-day advanced notice, however, in the event that a candidate completes the pre-employment process and is then scheduled to begin work sooner than 10 days from being cleared to start, notice will be provided as soon as reasonably possible. Notice will be made by way of email to a contact person of the General Management Group’s choice.

B. The General Management Group will be given up to thirty (30) minutes as part of the new employee orientation meetings to present membership information to employees in the General Management Group. No more than two (2) General Management Group representatives may present information to the new employees. City Human Resources representatives shall excuse themselves and not be present during the General Management Group portion of the new employee orientation meetings.

C. The General Management Group representatives who will present information at the new employee orientation meetings may do so while on duty and in uniform, provided the Association advises the Human Resources Director of the names of the employees who will be presenting information on behalf of the General Management Group at the new employee orientation meetings.

D. The above provisions shall in no way impact or delay the hire of any employee.

E. Information Requirements – The City will provide the General Management Group with a digital file via email to the email address designated by the General Management Group containing the following information for each employee to the extent the City has the information on file:
   
   Name
   Job title
   Work location
   Personal telephone number (may be home or cellular as provided by employee)
   Home address
   Personal email addresses on file with the City (new hires only)

F. The above information will be provided as follows:
   For new hires, at the end of each month.
   Regularly for all bargaining unit employees each one hundred twenty (120) calendar days.

SECTION 12. 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, 2021, with the mutual intent of ratifying such Agreement prior to June 30, 2021.

SECTION 13. 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 14. COPIES OF AGREEMENT.

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

SECTION 15. TERM

The term of this Memorandum of Understanding shall be July 1, 2017, and shall remain in effect to, and including, June 30, 2021.

SECTION 16. EFFECTIVE DATE OF CHANGES.

There are no retroactive economic provisions associated with this MOU. Except as otherwise specified, this agreement is effective July 1, 2017, however all economic and benefit changes will take place after adoption of this MOU or as specified in the MOU.
SECTION 17. PERSONNEL RULES AND HANDBOOK

The City and General Management Group agree to meet and confer during the term of the agreement regarding updates and revisions to the Personnel Rules or Employee Policy Handbook.

DATED: June 20, 2018

EMPLOYEE RELATIONS OFFICER OF THE
CITY OF DAVIS

By: 

Michael Webb
APPENDIX A

ACCOUNTANT I/II
ACCOUNTING & FISCAL ANALYST I/II
ADMINISTRATIVE ANALYST I/II
ASSISTANT CHIEF BLDG OFFICIAL
CONSTRUCTION MANAGER
DEPUTY INNOVATION OFFICER
ENVIRONMENTAL RESOURCES MANAGER
FACILITIES MANAGER
FINANCIAL SERVICES MANAGER
FLEET MANAGER
HUMAN RESOURCES ANALYST I/II
MEDIA & COMMUNICATIONS OFFICER
OPEN SPACE LANDS MANAGER
PARKS/GEN SRVS SUPERINTENDENT PLANNER
POLICE INTELLIGENCE RES MANAGER
PRINCIPAL CIVIL ENGINEER
PRINCIPAL PLANNER
PROPERTY MANAGEMENT COORDINATOR
PUBLIC RELATIONS MANAGER I/II
PW ADMINISTRATIVE MANAGER
RECORDS AND COMMUNICATIONS MGR
SENIOR CIVIL ENGINEER
SR TRANSPORTATION PLANNER
SUSTAINABILITY PROGRAMS COORD
TECHNICAL SERVICES MANAGER
TRANSPORTATION PLANNER
URBAN FOREST MANAGER
WATER DIVISION MANAGER
WASTEWATER DIVISION MANAGER
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INDIVIDUAL MANAGEMENT MOU 7/1/17 TO 6/30/2021
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