

**RESOLUTION NO. 23-115, SERIES 2023**

**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 representatives of 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 2018, which was extended by Side Letter through June 30, 2023; and

WHEREAS, in accordance with said Memorandum, the City Manager and his representatives and the Individual 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.

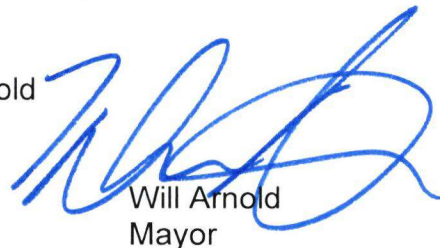
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Davis does hereby resolve that the terms and conditions contained in said Memorandum of Understanding are hereby adopted, subject to ratification by Individual General Management Employees; and

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

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

AYES: Chapman, Neville, Partida, Vaitla, Arnold

NOES: None



Will Arnold  
Mayor

ATTEST:



Zoe S. Mirabile, CMC  
City Clerk

**MEMORANDUM OF UNDERSTANDING**

**Between**

**INDIVIDUAL GENERAL MANAGEMENT EMPLOYEES**

**And**

**THE CITY OF DAVIS**

**July 1, 2023 to December 31, 2024**

**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, 2023, and ending December 31, 2024, 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. MARKET ADJUSTMENT**

Bargaining unit classifications identified in the City's total compensation study conducted in 2023 as being below the market median total compensation (See Exhibit B for list of those classifications) will have their base hourly pay rate increased to the market median (total compensation), along with any linked classifications, effective July 10, 2023, the first full pay period beginning in July.

**B. 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:

<b>Service Term</b>	<b>Longevity Pay</b>
After ten (10) years of service with the City	2.5% increase above base pay
After twenty (20) years of service with the City	Additional 2.5% increase above base pay

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.

C. EDUCATIONAL INCENTIVE PAY

- a. The Police Records and Communications Manager and/or the Deputy Director of Police Services who have obtained all of the requirements for the Management Course Certificate Module A-C shall receive an additional three percent (3%) Educational Incentive pay increase above their base pay. Professional Standards is required to evaluate and make recommendations to the Police Chief for approving acceptable courses of education and/or changes under this provision.
- b. The Police Records and Communications Manager and/or the Deputy Director of Police Services who have earned a certificate of education in basic Emergency Medical Dispatching shall receive a five percent (5%) Educational Incentive Pay increase above their base pay. Professional Standards is required to periodically evaluate and make recommendations to the Police Chief for approving acceptable educational requirements and/or changes under this provision.

Educational incentive pay is earnable special compensation within the meaning of Section 20636 of the California Government Code and Section 571(a)(2) (Classic) and 571.1(b)(2) (PEPRA) of the CalPERS regulations and/or as defined pensionable compensation in the California Government Code and the CalPERS regulations as amended.

D. MERIT SALARY ADJUSTMENTS (MSA)

Movement between steps in the salary range shall be paid upon merit and effective performance. Upon written recommendation of the appropriate supervisor, an employee who is eligible for a MSA may be moved to the next step of the salary range effective on the due date after completion of the required qualifying service after appointment, last MSA, promotion, or reclassification.

If an employee will not be recommended for a merit/step increase, notification must be provided to employee prior to the end of the evaluation cycle.

Absent notification that employee will not be recommended for a merit increase, if the written evaluation recommending a merit step increase is not presented to employee within 30 days following completion of the qualifying service, a merit step increase will be automatically granted and will be effective as of the date of completion of the required qualifying service.

**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”).

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, 2023, the City will contribute to each eligible bargaining unit employee’s cafeteria benefit plan \$2,045.99 towards monthly medical premiums.

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INDIVIDUAL MANAGEMENT MOU 7/1/2023 TO 12/31/2024



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. The City will continue to include dependent children through the month in which the dependent child reaches age 26.

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 and medical expenses on a

pre-tax basis in accordance with IRS regulations. The City shall pay all administrative costs associated with establishing and maintaining FSAs.

In accordance with IRS regulations, any unused amounts contributed to the unreimbursed medical FSA are not reimbursed to the employee when the employee fails to submit proof of eligible reimbursable expenses during a calendar year. However, up to a designated maximum of unused amounts remaining at the end of a plan year in a medical FSA may be reimbursed to participating employees for qualified medical expenses incurred during the following plan year. The maximum of unused amounts that can be used in the subsequent year is based on 20% of the IRS maximum election (e.g. when the IRS maximum election was \$2500, the maximum amount that could be used in the subsequent year was \$500).

All other unused amounts in an employee's FSA cannot be rolled over to the next calendar year

### 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 RETIREMENTS SYSTEM**

### 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 Revenue 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 Revenue 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 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 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 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 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 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 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 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 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 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 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 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 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 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 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 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 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. The amount of contribution from the City referenced throughout Section 4D shall be based on CalPERS Kaiser rate for the region in which the City is assigned. References to the CalPERS Medicare Supplemented/Managed Medicare Kaiser rate refer to the Kaiser Senior Advantage plan offering in the region in which the City is assigned.

#### E. DENTAL BENEFITS FOR RETIREES

The City shall make the dental plan available for retirees to continue at their own expense, at the same total monthly premium for the group dental insurance plan sponsored by the City. At the time of retirement, retirees are eligible to elect to continue dental coverage for themselves and their current eligible dependents. Retiree dental may be dropped during open enrollment or based on a qualifying event; however, enrollment may not be added (for retiree or dependents) after initial enrollment.

### **SECTION 5. DEFERRED COMPENSATION.**

City agrees to continue the contract with the International City Management Retirement Corporation Association (ICMA-RC) now doing business as "MissionSquare" 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-RC 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-RC. 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.
8. With the City Manager's (or designee) approval, any new employees hired after ratification of this agreement shall have reciprocity for verified years of service at other public agencies (up to a maximum of 5 years) for purpose of their vacation accrual.

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 five (5) 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 31<sup>st</sup> 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:
    - Spouse or Registered Domestic Partner.
    - Child (which for purposes of this provision means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.)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.

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

In compliance with the provisions of AB 1949 (2022), employees may use up to five (5) standard days (40 hours) of protected leave for the purposes of bereavement upon the death of a parent, child, spouse/registered domestic partner, grandparent, grandchild, or sibling, (parent and child as defined within section D above). The City will provide employees with up to three (3) standard days (24 hours) of paid bereavement for each instance of bereavement. Employees may use an additional two (2) standard days (16 hours) for each instance of bereavement either as unpaid time or using the employee's available sick leave or other available leave (e.g., vacation, management leave) as requested by the employee. Bereavement leave may be taken intermittently or consecutively but must be used within three (3) months of the death. Paid bereavement leave does not accrue, has no cash value and does not accumulate over time.

If such loss requires additional time from work beyond five (5) days, an employee may be approved to use sick leave for purposes of grieving and travel to and from memorial services. Such additional time may require documented verification of loss. If an employee requires additional time from work (beyond the five (5) days of protected bereavement leave) to address the business or personal affairs as a result of such loss, the employee may request approval to use vacation 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.

- i. Floating Holidays will be reduced to two (2) floating holidays and the City will add Juneteenth as a recognized City Holiday contingent upon other labor groups accepting the same proposal.
7. Any management employee required to work four (4) hours or more on a recognized city holiday will be granted equivalent time off (up to a full 8 hour day) on another day mutually agreeable between the employee and the supervisor within the next 30 days. (e.g. if an employee is required to work 6 hours on city-designated holiday, they would then change their time card to 2 hours holiday leave and 6 hours regular for that day. Then on a future date, they could work or record vacation leave for 2 hours and then record 6 holiday hours). It is up to the employee and supervisor to accurately track and record this time.

#### **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 pro-rated basis.

E. Safety Boots

- a. Individual Management employees regularly required to wear safety boots in the performance of their duties are eligible to receive an annual (one reimbursement per twelve month period) reimbursement of up to \$250.00 for the purchase of safety boots.
- b. In the event of unusual and excessive wear and tear, an employee may be reimbursed for an additional pair at the discretion of the department head.
- c. In accordance with CalPERS, Safety Boot Allowance is not reportable as special compensation.

## **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 July 1, 2024, with the mutual intent of ratifying such Agreement prior to December 31, 2024.

**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, 2023, and shall remain in effect to, and including, December 31, 2024.

**SECTION 16. EFFECTIVE DATE OF CHANGES.**

This agreement is effective July 1, 2023. Unless otherwise specified in this agreement, economic and benefit changes will take place after adoption of this 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.

**SECTION 18. ENTERPRISE RESOURCE AND PLANNING SYSTEM**

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

DATED: 10/10/2023

EMPLOYEE RELATIONS OFFICER OF THE  
CITY OF DAVIS

By: /s/ Michael Webb

Michael Webb

<b>ALEXANDER, JOHN</b>	/s/ John Alexander
<b>ARCHER, BARBARA</b>	/s/ Barbara Archer
<b>AU YOUNG, BOWEN</b>	/s/ Bowen Au Young
<b>BLOCK, JENNIFER</b>	/s/ Jennifer Block
<b>BRANUM-CHANEY, JANET</b>	/s/ Janet Branum-Chaney
<b>BUTTERFIELD, SANDRA</b>	/s/ Sandra Butterfield
<b>CANDELO, JENNIFER</b>	/s/ Jennifer Candelo
<b>CARIGLIO, JENNIFER</b>	/s/ Jennifer Cariglio
<b>CATTANEO, DAVID</b>	/s/ David Cattaneo
<b>CLARKE-WARDLE, LEWIS</b>	/s/ Lewis Clark-Wardle
<b>DAVIS, MICHAEL</b>	/s/ Michael Davis
<b>DEUSENBERRY, MATTHEW</b>	/s/ Matthew Deusenberry
<b>DONOFRIO, JENNIFER</b>	/s/ Jennifer Donofrio
<b>DYER, CARRIE</b>	/s/ Carrie Dyer
<b>EASTWOOD, ALEXIS</b>	/s/ Alexis Eastwood
<b>ELDRIDGE, MELODY</b>	/s/ Melody Eldridge
<b>FENTY, BRIAN</b>	/s/ Brian Fenty
<b>FONG, KEVIN</b>	/s/ Kevin Fong
<b>FONG, LESLIE</b>	
<b>GARDNER, CHRISTOPHER</b>	/s/ Christopher Gardner
<b>GONZALEZ, BRADLEY</b>	
<b>GRACE, IRIS K</b>	/s/ Iris Grace
<b>GUPTA, SHENJUTI</b>	/s/ Shenjuti Gupta
<b>HARTSOUGH, RACHEL</b>	/s/ Rachel Hartsough
<b>HEINIG, ADRIENNE</b>	/s/ Adrienne Heinig
<b>JUE, TERRY</b>	/s/ Terry Jue
<b>KNIGHTON, DAVID</b>	/s/ David Knighton
<b>LEE, ERIC</b>	/s/ Eric Lee
<b>LODHIA, NINA</b>	/s/ Nina Lodhia
<b>LOUX, KERRY</b>	/s/ Kerry Loux
<b>LYON, JEAN</b>	/s/ Jean Lyon
<b>MARSHALL, MELISSA</b>	/s/ Melissa Marshall
<b>MURPHY, CHARLES</b>	/s/ Charles Murphy
<b>REYNOLDS, TRACIE</b>	/s/ Tracie Reynolds
<b>TIRAN, MICHELLE</b>	
<b>TSAI, RICHARD</b>	/s/ Richard Tsai
<b>VANG, PADEE</b>	/s/ Padee Vang
<b>VIDALES, MARICELA</b>	/s/ Maricela Vidales
Dungworth, Dara	/s/ Dara Dungworth

**APPENDIX A – Position Listing**

ACCOUNTANT I/II  
AFFORDABLE HOUSING MANAGER  
ARTS & CULTURAL AFFAIRS PROGRAM MANAGER  
ASSOCIATE PLANNER  
CHIEF BUILDING OFFICIAL  
COMMUNITY RELATIONS PROGRAM MANAGER  
COMMUNITY SERVICES MANAGER  
CONSTRUCTION MANAGER  
DEPUTY DIRECTOR OF PUBLIC WORKS  
ENVIRONMENTAL RESOURCES MANAGER  
FINANCE MANAGER  
FLEET MANAGER  
HUMAN RESOURCES ANALYST I/II  
MANAGENT ANALYST I/II  
LAND RESOURCES PROGRAM MANAGER  
PARKS MANAGER  
PRINCIPAL CIVIL ENGINEER  
PRINCIPAL PLANNER  
PUBLIC INFORMATION OFFICER  
PUBLIC WORKS ASSISTANT TO THE DIRECTOR  
REAL PROPERTY MANAGER  
RECORDS AND COMMUNICATIONS MGR  
SENIOR CIVIL ENGINEER  
SENIOR PLANNER  
SENIOR TRANSPORTATION PLANNER  
SUSTAINABILITY PROGRAM MANAGER  
TECHNOLOGY PROGRAM MANAGER  
URBAN FOREST PROGRAM MANAGER  
WASTEWATER DIVISION MANAGER  
WATER DIVISION MANAGER

**APPENDIX B - Benchmarked positions**

Accountant II  
Associate Planner  
Chief Building Official  
Financial Analyst II  
Fleet Manager  
Human Resources Analyst II  
Management Analyst II  
Parks Manager

## **APPENDIX C - Limited Term Employees**

As agreed to by Side Letter Agreement (November 2021, Resolution No. 21-169)

The purpose is to add a definition relative to the types of employees represented by this Association and as defined in the Personnel Rules. The intent is to update the Personnel Rules subject to universal approval by all City bargaining units to the terms of this Side Letter. Until such time as the Personnel Rules are updated with this universal definition, the following will be applicable to classifications represented by this Association.

### **BACKGROUND**

Section 2.20 of the Personnel Rules defines “Employee” as “Any person appointed to fill an authorized employment position with the City...”. The section goes on to define “Regular” employees as being “Regular Full Time”, “Regular Part Time”, or “Specially funded”. “Regular” employees are represented by City bargaining units, eligible for benefits, subject to an at-will probationary period, and thereafter vested with various employment rights.

### **PURPOSE**

There are times when the City has a specific project of a limited and defined duration, a temporary increase in workload, a regular employee on extended leave of absence, or other reason creating a work need for a reasonably anticipated period of time that would be best served by hiring an employee for a limited term. A limited term employee differs from a temporary employee in that temporary employees are restricted in the number of hours they may work and are ineligible for benefits.

A limited term employee differs from a Specially Funded employee in that a Specially Funded employee is hired into a position that is contingent upon funding from sources other than City revenues (e.g., grant funded). Employees in Specially Funded positions know the existence of their position is contingent upon such funding, and if the funding ends, the employee is subject to layoff in accordance with applicable City procedures, including “bumping” rights.

A limited term employee differs from a Provisional Appointment in that a Provisional Appointment is an appointment made to fill a vacancy immediately while a recruitment is being conducted to fill a regular position.

### **LIMITED TERM PROVISIONS**

A limited term employee is a person hired or appointed by the City to perform the job duties of a job classification for a defined project or assignment of not less than six (6) months and not more than two (2) years' duration. Limited term appointment may be either full-time or part-time. Limited term positions and appointments shall not be used to displace regular positions and regular employees. Such employees are immediately covered by the Agreement to which their classification is assigned and shall be entitled, according to their pay periods of service, to all of the supplementary pay and benefits applicable to employees holding regular full-time or regular part-time appointments with the same pay periods and/or months of service, except as noted in this agreement. Limited term employees are eligible for membership in the applicable bargaining unit to which the limited term classification is assigned and are subject to the same dues deduction provisions applicable to all other bargaining unit employees.

Limited term employees are "at will" and serve at the pleasure of the City. They are not subject to a probationary period, and may be terminated at any time with or without cause. Upon release from the limited term assignment or upon conclusion of the limited term assignment, the City's layoff provisions shall not apply. Additionally, the City has the authority to terminate employment at the completion of the specified term, or prior to the specified term due to a lack of funding or other budgetary constraints, or for a lack of work.

Limited term employees are ineligible for the following benefit programs: City of Davis Long Term Disability Plan, Flexible Spending Accounts, Voluntary Time Off Program, Leave Donation program, and Parental Leave. Limited term positions are exempt from Articles VII and IX of the Personnel Rules.<sup>1</sup>

Where a limited term employee is hired into a classification requiring specific certifications to be obtained by the end of probation, such requirement may be posted in the job announcement as being required upon hire or within a period of time stated in the job announcement.

Limited Term employees may be appointed to limited term positions following a recruitment process and placement on an eligibility list for the classification specified. When a limited term position is posted for recruitment, the designation as "limited term" will be stated in the announcement with the anticipated duration of the appointment expressed in terms of time, not work hours (i.e., duration of one year, not duration of 2080 hours). The announcement will also note if the assignment will work a full-time or part-time schedule. In the event of an active eligibility list available as a result of a regular position recruitment, candidates on the eligibility list may be notified of the limited term position to determine interest in such terms of employment.

The acceptance or rejection by an eligible candidate to a limited term position shall not

affect the individual's status on any applicable eligible list, nor shall any period of limited term service be counted as part of the probationary period in case of subsequent appointment to a different regular position. In the event a limited term employee is subsequently appointed to a different regular position (different classification), with no break in service between the limited term and regular position, the employee's service and seniority will start anew from the date of hire into the regular position and the employee shall serve a one-year probationary period in the new appointment (in other words, appointment to the regular position will be considered as an original appointment for all purposes, except that continuous service from the limited term and regular position will apply to leave accrual rates and longevity pay). Rejection during the probationary period for the regular position will result in termination of employment.

In the event the limited term position is funded and authorized to become a regular position, the position will be filled through an open recruitment process or through a promotional process. In the event of an open recruitment, the limited term employee is eligible to apply. In the event of a promotional recruitment process, employees who have served in the limited term position that is being filled through the promotional process for at least one year shall be certified as eligible under Section 5.16 of the Personnel Rules.

In the event the limited term position is funded and authorized as a regular position, and the limited term employee receives such appointment following at least one year in the position performing the duties of the regular position, the prior period of service in the limited term position will be credited against the probationary period applicable to the regular position and the limited term employee's status will be converted to regular employee status. If such appointment is made without a break in service, the employee's longevity, leave accrual, seniority/service time will be based on the original hire date inclusive of service time in the limited term position.

#### **LIMITED TERM POSITION PROCEDURES**

A department requesting to recruit for a limited term position must complete Limited Term Position Request form. Such form will include a description of the project, expected duration, statement of the activities, duties, and assignments to be completed. Form to be submitted to Human Resources. Prior to recruitment, the Association representing the classification to be filled will be notified and provided an opportunity to discuss the position.

Under very limited conditions there may be unexpected developments that result in an extension of the defined project. The department may request an extension to be reviewed by the City Manager. Prior to approval of extension, the Association representing the classification will be notified and provided an opportunity to discuss the need for the

extension. In no event will more than two extensions be requested.

Within each bargaining unit, there may be no more than five percent limited term positions active at one time. (Five percent of total regular represented positions funded within the bargaining unit, rounded to next higher number. Example: If a group has 84 funded positions,  $5\% = 4.25$  rounded to 5 possible limited term positions.) Should the City identify a need for additional limited term positions, the City and the Association representing the classification may meet and confer on approving an exception to the limit on the number of limited term positions.



**Total Compensation Study Summary Chart – Individual Management Classifications**

Survey Classification	Base Salary			Total Cash			Total Compensation		
	Davis Maximum Base Salary	Labor Market Median Base Salary	% Davis Is Above or Below Labor Market Median	Davis Total Cash	Labor Market Median Total Cash	% Davis Is Above or Below Labor Market Median	Davis Total Compensation	Labor Market Median Compensation	% Davis Is Above or Below Labor Market Median
Accountant II	\$8,116.00	\$8,077.33	0.48%	\$8,318.90	\$8,238.88	0.96%	\$10,761.57	\$10,557.52	1.90%
Associate Planner	\$8,645.00	\$8,581.73	0.73%	\$8,861.13	\$8,788.00	0.83%	\$11,311.47	\$11,075.47	2.09%
Chief Building Official	\$12,170.00	\$13,320.83	-9.46%	\$12,474.25	\$14,394.58	-15.39%	\$14,975.71	\$16,550.12	-10.51%
Financial Analyst II	\$9,333.00	\$9,724.50	-4.19%	\$9,566.33	\$10,390.42	-8.61%	\$12,026.64	\$12,150.29	-1.03%
Fleet Manager	\$8,522.00	\$9,515.96	-11.66%	\$8,735.05	\$10,039.51	-14.93%	\$11,183.61	\$11,974.77	-7.07%
Human Resources Analyst II	\$9,333.00	\$9,448.50	-1.24%	\$9,566.33	\$10,015.41	-4.69%	\$12,026.64	\$11,910.95	0.96%
Management Analyst II	\$8,116.00	\$9,247.25	-13.94%	\$8,318.90	\$9,818.21	-18.02%	\$10,761.57	\$11,966.74	-11.20%
Parks Manager	\$9,374.00	\$11,195.60	-19.43%	\$9,608.35	\$11,643.42	-21.18%	\$12,069.26	\$14,182.73	-17.51%
	<b>Average</b>	<b>Average</b>	<b>-7.34%</b>	<b>Average</b>	<b>Average</b>	<b>-10.13%</b>	<b>Average</b>	<b>Average</b>	<b>-5.30%</b>