

**RESOLUTION NO. 23-098, SERIES 2023**

**RESOLUTION ADOPTING A MEMORANDUM OF UNDERSTANDING (MOU)  
WITH PROGRAM, ADMINISTRATIVE AND SUPPORT EMPLOYEES ASSOCIATION  
(PASEA)**

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 Program Administrative and Support 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 Program, Administrative and Support Employees, in 2018, which covered the period July 1, 2017 through June 30, 2021, and extended the term of that contract through a Side Letter in 2020 to expire June 30, 2023; and

WHEREAS, in accordance with said Memorandum, the City Manager and his representatives and the Program, Administrative and Support 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 Program, Administrative and Support Employees Association; and

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

PASSED AND ADOPTED by the City Council of the City of Davis on this 18th day of July, 2023, by the following vote:

AYES: Chapman, Neville, Partida, Vaitla, Arnold

NOES: None



Will Arnold  
Mayor

ATTEST:



Z6e S. Mirabile, CMC  
City Clerk

**MEMORANDUM OF UNDERSTANDING**

**Between**

**PROGRAM, ADMINISTRATIVE AND  
SUPPORT  
EMPLOYEES ASSOCIATION**

**And**

**THE CITY OF DAVIS**

July 1, 2023 to December 31, 2024

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RESOLUTION NO. \_\_\_\_, SERIES 2023

A RESOLUTION ADOPTING A MEMORANDUM OF UNDERSTANDING  
WITH PROGRAM ADMINISTRATIVE AND SUPPORT EMPLOYEES ASSOCIATION

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 Program Administrative and Support 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 Program Administrative and Support Employees, in 2018 and extended in 2020; and,

WHEREAS, in accordance with said Memorandum, the City Manager and his representatives and the Program Administrative and Support 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 by the City Council of the City of Davis that the terms and conditions contained in said Memorandum of Understanding are hereby adopted, subject to ratification by Program, Support and Administrative Employees.

PASSED AND ADOPTED by the City Council of the City of Davis on this \_\_\_\_ day of \_\_\_\_\_, 2023, by the following vote:

AYES :

NOES :

ABSENT:

\_\_\_\_\_

ATTEST:

Zoe Mirabile  
City Clerk

**MEMORANDUM OF UNDERSTANDING**  
**WITH**  
**PROGRAM, ADMINISTRATIVE AND SUPPORT EMPLOYEES ASSOCIATION**  
**PREAMBLE**

This Memorandum of Understanding is made and entered into by and between the CITY OF DAVIS, hereinafter referred to as “City”, and PROGRAM, ADMINISTRATIVE AND SUPPORT EMPLOYEES ASSOCIATION, hereinafter referred to as “PASEA” or “Association”, on behalf of all employees of the Program, Administrative and Support and the Confidential Units represented by Association, pursuant to California Government Code sections 3500 et seq., and City Resolution No. 1303, Series 1973, dated June 26, 1973, for submission to the City Council of the City of Davis for ratification as set forth in Government Code Section 3505.1 and Article VIII of City Resolution No. 1303, Series 1973.

The parties agree that this Memorandum of Understanding shall be submitted to the City Council with the joint recommendation of the designated representatives of the parties that the body resolve to adopt its terms and conditions and to take such other and additional action as may be necessary to implement its provisions.

The parties have met and conferred in good faith through their designated representatives concerning those matters set forth in Government Code § 3504 and have reached agreement thereon as set forth below.

The term “Agreement” as used herein means the written agreement provided for under §3505.1 of the Government Code.

**ARTICLE I**

**RECOGNITION**

The City recognizes PASEA as the exclusive bargaining representative for employees holding job classifications assigned to the Program, Administrative and Support bargaining unit and the Confidential bargaining unit.

**ARTICLE II**

**ASSOCIATION RIGHTS**

**A. PAYROLL DEDUCTIONS**

The City agrees to deduct and transmit to PASEA all authorized sums from the pay warrants of PASEA bargaining unit members as may be permitted by law. PASEA shall provide the City with a certified notice of Association membership, dues/fees/assessment amounts (collectively “contributions”) and any changes in Association membership. In accordance with applicable law, the City shall deduct contributions from a represented employee’s pay and promptly remit the same to PASEA. The City shall continue to deduct and remit contributions until it receives notice of revocation from PASEA, or it receives an order from a court or an administrative body directing the City to discontinue the deduction for one or more employees.

As required by law and this Agreement, PASEA shall defend, indemnify and hold the City harmless against any and all claims, demands, expenses, suits, orders, judgments or other forms of liability that shall arise out of or by reason of action taken by the City under this article.

**B. CONFERENCE LEAVE**

The City agrees to grant one paid leave of up to three (3) consecutive days during the fiscal year covered by this Agreement to two (2) members of PASEA selected by the Association from among the employees in the unit covered by this Memorandum of Understanding to attend one (1) conference that is specifically directed to the subject of employer-employee relations. The City shall assume no obligation whatsoever for any costs or expenses that are incurred in connection with the attendance of the designated Association members at such conference; nor will the City grant any benefits of any kind to the extent that such designated employee members of the Association attend the conference while not regularly scheduled to be on duty.

**C. MEMBER COUNSELORS**

The City recognizes that PASEA assigns regular, full-time City employees to serve as “Member Counselors” who represent the Association and its members and handle grievances pertaining to the employer-employee relations resolutions (Resolution No. 1303, Series 1973). A current list of Member Counselors shall be made available to the City together with any changes thereto.

The Member Counselors' duties during their regular work hours shall be as follows: (1) to investigate and discuss a grievance with any employee within his or her area of representation. If, after a discussion, there is a valid reason for the grievance to be filed, the Member Counselor may assist the employee in presenting the grievance at the appropriate step of the procedure; (2) to represent employees during meetings conducted by or on behalf of the City involving the employee’s performance or conduct.



It is agreed that Member Counselors shall keep to a minimum the on-duty time spent in the performance of their duties as outlined in this section and at all other times continue to perform their assigned jobs.

A Member Counselor shall request permission from his or her supervisor to conduct, on City time, Association business falling within the provisions of this section. The supervisor may grant such activity time after considering the needs of the City and the individual Member Counselor's work assignment. The Member Counselor shall state the nature of his or her activity and the approximate amount of time requested. He or she shall report to his or her supervisor upon completing such activity. Every effort shall be made by the Member Counselor to conduct PASEA business at the end of his or her regularly assigned shift.

D. ASSOCIATION LEAVE

Upon request of the Association of not less than two (2) working days, the City may grant five (5) days per contract year of Association leave to the President, Vice President, Secretary, and Treasurer of PASEA. Such leave will not result in loss of compensation or benefits, including credit for vacation, holiday, and sick leave. Such leave will not constitute a break in the employee's continuous service for the purposes of salary adjustments, sick leave, vacation or seniority. The five (5) days per contract year shall be transferable between the officers of PASEA. The City reserves the right to refuse PASEA leave requests due to work requirements.

**ARTICLE III**

**EMPLOYEE RIGHTS**

Employees of the City shall have the right to form, join and participate in the activities of an employee organization of their own choosing for the purpose of representation on matters of employer-employee relations, including but not limited to wages, hours, and other terms and conditions of employment. Employees of the City also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City. Employees have the rights as provided in the City's Employer/Employee Relations Resolution No. 1303, Series 1973 as amended.

**ARTICLE IV**

**CITY RIGHTS**

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action for proper cause; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise control and discretion over its organization and the technology of performing its work. Provided, however, that the exercise of such exclusive rights is undertaken in accordance with the Meyers-Milias-Brown Act, including the obligation to provide advance notice and the opportunity to meet and confer over the impacts of management decisions on matters within the scope of representation. PASEA also retains the right to file grievances with the City regarding the practical consequences that management decisions may have on employees.

**ARTICLE V**

**GRIEVANCE PROCEDURE**

The Grievance Procedure currently contained in Article VIII of the City of Davis Personnel Rules & Regulations, passed and adopted by the City Council on September 13, 2000, and may be amended in the future, shall be incorporated herein by reference and shall be applicable to all grievances relating to all disputes arising out of the interpretation of this Memorandum of Understanding. This reference shall not limit, in any way, the rights of any employee to grieve those matters subject to grievance as delineated in Article VIII of the Personnel Rules and Regulations.

**ARTICLE VI**  
**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 A 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. CONFIDENTIAL EMPLOYEES**

Under the City of Davis Employee Employer Relations Resolution 1303, Series 1973, “Confidential Employee” is defined as an employee who participates in making or has advanced knowledge of decisions of the City affecting employee relations.

The confidential designation of selected positions protects the confidentiality of the City's bargaining process and strategy, both in general contract negotiations and in day-to-day interaction with employee unions and associations. The employees who occupy positions designated as confidential serve as essential support members to the management team and are restricted from representing any employee organization, which represents other employees of the City of Davis, on matters within the scope of representation.

Positions designated as “confidential” are assigned to classifications which include “confidential” in the classification title, as listed in Appendix A. The base pay rate for these classifications includes five percent (5%) above their “non-confidential” counterpart.

**C. LONGEVITY**

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

<u>Service Term</u>	<u>Longevity Pay</u>
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

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.

E. MULTI-LINGUAL PAY

The City agrees to pay \$150.00 per month per certified employee for bilingual pay under the following conditions:

1. Certification.
  - (a) Certification of proficiency will be accepted upon successful completion of written and oral testing administered on behalf of the City.
  - (b) Employees will pay to be tested the first time. Employees will be reimbursed for 100% of the test if they pass.
  - (c) If an employee fails the initial test, all expenses associated with requests for subsequent re-testing will be paid in full by the employee.
  - (d) Tuition Reimbursement may not be used for costs of actual testing. Tuition Reimbursement may be used for pre-approved courses in approved languages.
  
2. Approved Languages.
  - (a) Certified competency in the following languages will qualify for bilingual pay:

Russian	Laotian
Spanish	Mandarin
Cambodian	Cantonese
Vietnamese	American Sign Language

(b) Should the City deem it necessary to add additional languages to meet departmental needs, the Human Resources Administrator may request additional languages be approved to the City Manager.

3. Effective Dates.

Employees covered by this MOU are eligible from the first day of hire to qualify to be tested and to qualify for receipt of multilingual pay.

4. Multilingual premium pay is earnable special compensation within the meaning of Section 20636 of the California Government Code and Section 571(a)(4) of the CalPERS regulations and/or as defined pensionable compensation in the California Government Code and the CalPERS regulations as amended.

F. NOTARY PUBLIC CERTIFICATION PAY

In the City's discretion based on operational need, the City will pay up to eight (8) employees in the classifications identified in Appendix B who have obtained and maintain a notary public certificate through the State of California will be eligible for an incentive pay of twenty dollars (\$20.00) per pay period. As of June 1, 2018, the City had need for four (4) certified employees to whom certification pay will be made. The Association will be notified if less than four (4) employees are needed or if fewer than the number needed are receiving incentive pay. If multiple individuals have the certification with only one incentive pay allotment available, incentive pay will be awarded based on operational need to ensure both the City Clerk's office and Human Resources have notary services available.

Notary Public Certification Pay is earnable special compensation within the meaning of Section 20636 of the California Government Code and Section 571(a)(2) of the CalPERS regulations and/or as defined pensionable compensation in the California Government Code and the CalPERS regulations as amended.

G. UNIFORM ALLOWANCE

Bargaining unit employees holding the classification of Fire Inspector Specialist or any other bargaining unit employees who are required to wear a uniform in the performance of their job duties 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 departmental regulations.

The City agrees to provide a uniform replacement allowance for each bargaining unit employee who is required to wear a uniform in the amount of five hundred dollars (\$500.00) per fiscal year for the cost of replacement and maintenance. 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.

1. 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.
2. 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.

The City agrees to pay bargaining unit employees who are required to wear a uniform the amount of one hundred fifty dollars (\$150.00) 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. The 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.

For CalPERS Classic members, uniform replacement allowance is considered special compensation and will be reported to CalPERS each pay period on a pro-rated basis.



**ARTICLE VII**

**HOURS OF WORK, OVERTIME, AND SCHEDULING**

The standard work week for all employees shall be from 12:01 a.m. Monday to midnight the following Sunday. The standard work schedule for full time employees shall be 40 hours per work week.

When an employee is required to work part or all of his or her regularly scheduled meal period, such time will be considered time worked. In such a case, the meal period may be re-scheduled by the supervisor.

**A. REST BREAK FOR 10 HOUR SHIFTS**

The basic intent is to provide three daily rest breaks: Two fifteen minute rest breaks, and one ten minute rest break.

The fifteen minute period is the total rest period time for each of two of the day's breaks, and any travel time is to be included as part of the fifteen minute period. The ten minute period is the total rest period for one of the day's breaks, and any travel time is to be included as part of the ten minute period.

The rest break(s) shall be scheduled on as flexible a basis as possible, taking into account the need to provide continuing services and the intent to provide three rest breaks daily, if possible. No more than two such rest periods shall occur in any half of the work period.

If circumstances result in the loss of a rest break, or two or three, on any given day, the break time is lost and shall not be taken on any other subsequent day.

A rest break, or breaks, shall not be accumulated or eliminated on any day as a method of reducing the time in a total daily work period. For example, it is not appropriate to skip a rest break in order to take an extra fifteen minutes at lunch time. It would also not be appropriate to skip a break, or breaks, and come in late at the start of the daily work period, or leave early at the end of the daily work period.

**B. REST BREAKS FOR 8 HOUR SHIFTS**

The basic intent is to provide two daily rest breaks of fifteen minutes each: fifteen minutes during the first half of the work period, and fifteen minutes during the last half of the work period. The fifteen minute period is the total rest period, and any travel time is to be included as part of the fifteen minute period.

The rest break(s) shall be scheduled on as flexible a basis as possible, taking into account the need to provide continuing services and the intent to provide two rest breaks daily, if possible.

If circumstances result in the loss of a rest break, or both rest breaks, on any given day, the break time is lost and shall not be taken on any other subsequent day.

A rest break, or breaks, shall not be accumulated or eliminated on any day as a method of reducing the time in a total daily work period. For example, it is not appropriate to skip a rest break in order to take an extra fifteen minutes at lunch. It would also not be appropriate to skip a break, or breaks, and come in late at the start of a daily work period, or leave early at the end of the daily work period.

#### C. WORK WEEK SCHEDULE; OVERTIME

Authorized time worked in excess of 40 hours in a work week is overtime. Paid sick leave, paid vacation, and compensatory time off shall not be counted as time worked for purposes of this article.

The City and the Association agree that employees may work an alternative work schedule (i.e., 9/80, 4/10, etc.) in accordance with the City's existing alternative work schedule policy when such a schedule is operationally feasible. Requests for an alternative work schedule shall not be unreasonably denied and denials may be appealed to Human Resources.

#### D. COMPENSATORY TIME

All supervisor approved overtime shall be compensable by cash or compensatory time off, as determined by the employee, at a rate of 1 1/2 times the straight time rate of pay for authorized work performed in excess of 40 hours per week.

Compensatory time off shall be taken on a date mutually agreed upon by the employee and the supervisor with due consideration given to the needs of the City and current departmental workloads. Each employee shall be allowed to accrue 120 hours of compensatory time off per fiscal year up to a maximum accrual balance of 120 hours. Once fiscal year accrual or accrual balance cap is reached all overtime shall be paid in the pay period worked in accordance with the FLSA.

In accordance with Treasury Regulation Section 1.457-4(d)(1), employees may elect to contribute accrued Compensatory Time to their 457(b) plan under the following restrictions:

- (a) Employee must make an irrevocable advanced election in December or June to contribute all future Compensatory Time that has not yet accrued to the 457(b) plan for the six (6) month period beginning January 1<sup>st</sup> or July 1<sup>st</sup>. Once elected, all overtime earned during the election period will be treated as CTO and the value of said CTO will be deposited into the employee's 457(b) plan.
- (b) The value of leave converted into a contribution to the 457(b) plan must not, when added to other deferrals made during the plan year, exceed the maximum deferral limitations in the year of deferral (including catch-up if applicable).
- (c) The contribution to the 457(b) plan is subject to FICA taxes pursuant to Section 3121(v)(2) of the IRS Code.
- (d) Ability to contribute accrued leave time to the 457(b) is subject to plan provisions for the plan in which the employee is enrolled.

**ARTICLE VIII**

**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”) pursuant to the City’s PEMHCA resolution and Government Code Section 22892.

1. All eligible employees must enroll in one of the PEMHCA medical plans unless they submit to the City satisfactory proof of alternative medical insurance coverage.
  - (a) Employees who fail to complete this requirement will be enrolled in the lowest cost health insurance policy the City offers through CalPERS.
  - (b) 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.
  - (c) Employees may change their health plan participation only during open enrollment or in response to a qualifying event.

**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. 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 Association member's cafeteria benefit plan the amount to purchase a \$30,000 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 \$30,000 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 Association member's cafeteria benefit plan the amount to purchase the Long Term Disability Benefit provided in City of Davis Self-Insured Long Term Disability Plan. Purchase of this policy is mandatory.

Current Benefits

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

Waiting Period

Benefits shall begin 30 calendar days after occurrence.

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

1. 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 Association, at no cost to the City.

**ARTICLE IX**

**CalPERS RETIREMENT SYSTEM**

**A. CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CalPERS)**

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

1. MISCELLANEOUS EMPLOYEE RETIREMENT

(a) 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”).

The City shall continue providing classic members with the CalPERS “2.5% at 55” local retirement plan. Classic members as defined by CalPERS 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.

(b) The following provisions apply to bargaining unit employees hired into city service as “new members” on or after January 1, 2013 (“PEPRA members”).

The City shall continue providing PEPRA members as defined by CalPERS with the CalPERS “2% at 62” local retirement plan. PEPRA members shall per statute 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. SURVIVORS' BENEFITS**

The City agrees to continue the increased Level Four (4) 1959 Survivor's Benefits Payments as permitted by Government Code section 21574, as set forth below:

<u>Beneficiary</u>	<u>Monthly Benefit</u>
1. Spouse and two or more dependent children, or three or more dependent children alone:	\$2,280.00
2. Spouse and one dependent child, or two dependent children alone:	\$1,900.00
3. Spouse alone, age 62, or one dependent child alone	\$950.00

- 4. If there is no spouse or dependent child, then to each dependent parent (age 62): \$950.00

C. 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, Employees 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, 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.
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.
8. All contributions shall be made pursuant to the City's PEMHCA resolution and Government Code section 22892. All contributions referenced in Article IX.C. above include the minimum contribution.

9. All City contributions in excess of the minimum employer contribution shall be done on a reimbursement basis pursuant to IRS regulations.
10. , The amount of contribution from the City referenced throughout Article IX, Section C. 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.

D. 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.

**ARTICLE X**

**DEFERRED COMPENSATION**

The City agrees to continue to contract with ICMA Retirement Corporation (now doing business as “MissionSquare”), Strategic Retirement Advisors, and PERS 457 for deferred compensation plans entitling any employee to defer receipt of a portion of their salary until the individual employee's retirement, permanent disability, death, or other time jointly agreed upon between the individual employee and the City. The City and Association agree that the City shall make no contribution to these plans on behalf of enrolled employees.

The City agrees that it shall provide for and administer any payroll deduction necessitated by any employee's enrollment in these plans and shall be solely responsible for the procurement and administration of the contract necessitated by this section.

**ARTICLE XI**

**LEAVES AND ATTENDANCE**

**A. VACATION**

The purpose of annual vacation leave is to enable each eligible employee annually to return to his or her work mentally refreshed. As noted in the Personnel Rules, all regular full-time employees and all regular part-time employees who work more than 1040 hours per year are eligible to earn vacation leave.

Regular part-time employees who work less than full time, but more than 1040 hours a year, may earn vacation on a prorated basis. For example, those employees who work three-quarters time (approximately 1560 hours) may earn three-quarters of the vacation leave applicable to their years of service.

For purposes of computing annual vacation leave, a working day shall be considered as one-fifth of the number of working duty hours in the established work week. Employees shall be credited with vacation leave according to the following schedule:

<b>Years of Employment</b>	<b>Vacation Days Earned Per Year</b>
1-3 (hire to end of 3 <sup>rd</sup> yr)	15
4-5 (beginning 4 <sup>th</sup> yr to completion of 5 <sup>th</sup> yr)	17
6-10 (beginning 6 <sup>th</sup> yr to completion of 10 <sup>th</sup> yr)	20
11 (beginning 11 <sup>th</sup> yr)	23
12 (beginning 12 <sup>th</sup> yr)	24
13 (beginning 13 <sup>th</sup> yr)	25
14 (beginning 14 <sup>th</sup> yr)	26
15 (beginning 15 <sup>th</sup> yr)	27
16+ (beginning 16 <sup>th</sup> yr)	28

The times during a calendar year at which an employee may take his or her vacation shall be determined by the department head with due regard for the wishes of the employee and 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 his or her annual vacation in a particular calendar year, such vacation either shall be taken during the following calendar year or paid for at the discretion of the City Manager.

Any eligible employee, with the consent of his or her department head, may defer as many working days of his or her annual vacation as he or she accumulates during a given year to the succeeding calendar year, subject to other provisions of this rule. A written report of each deferred vacation

signed by the proper department head, noting the details, shall be kept on file with the Human Resources Division.

In the event one or more municipal holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave, and the vacation leave shall be extended accordingly. Employees who terminate employment shall be paid in a lump sum for all accrued vacation leave earned prior to the effective date of termination.

B. CASH OUT OF VACATION LEAVE

Employees are encouraged to take their vacation off with pay. However, employees who have at least ten (10) years of service with the City and a minimum of one (1) year's vacation accruals "on the books" (prior to the cash out) may cash out (sell back) up to eighty (80) hours of vacation. In compliance with IRS regulations, employees must make an irrevocable election to receive a cash payment of vacation leave hours prior to accruing those hours. Employees must submit an irrevocable election form to Human Resources no later than December 31 of the year prior to the year in which the vacation leave will be accrued and paid out. An employee may cash out the apportioned hours throughout the year, limited to the amount of vacation leave accrued as of the time of the cash out. For example, a full-time employee accruing eighty (80) hours of vacation leave per year, accrues at a rate of 3.0769 hours per pay period. It will take this employee seven (7) pay periods to accrue twenty (20) hours sought to be cashed out. Therefore, the employee could not receive a cash payment for twenty (20) hours until the eighth pay period of the year. In no event will apportioned hours be carried over from one calendar year to the next.

C. 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 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.
5. 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.

D. 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 C 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, CTO) 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 CTO with appropriate notice and coordination with operational needs.

E. PARENTAL LEAVE

The existing Parental Leave Policy shall remain in effect.

F. YEAR END VOLUNTARY TIME OFF

During the Thanksgiving week and between Christmas and New Years, all employees are encouraged to take vacation or compensatory time off. It is understood that there are employees involved in essential operations who may not be able to take time off during this period. The City Manager will determine before the Holiday Season which, if any, city facilities will be closed the week of Thanksgiving and between Christmas and New Years and what days those facilities will be closed. For the days that city facilities are closed, if and when employee utilizes leave without pay, the City

agrees (for this purpose only) to waive the provision of the Personnel Rules that provides that 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. City also agrees (for this purpose only) not to adjust or reduce health, dental, life insurance benefits, leave time accruals or seniority for the period an employee on leave without pay due to the City's year-end closure. Only the employee's pay will be adjusted.

G. HOLIDAYS AND HOLIDAY PAY

1. The holidays to be observed by the City are as follows:  
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).
  - (a) 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.
  - (b) 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.
  - (c) Whenever the application of sub-sections (a) and (b) above result in a holiday falling on another holiday, employees shall receive holiday pay as specified in sub-section (e) below for the unmoved holiday and for the moved holiday will be credited with eight (8) hours vacation time on the first pay period following the moved holiday. However, employees who actually work on the original date of the moved holiday shall be compensated in accordance with paragraph G.3 below.
  - (d) Employees whose regular work day normally consists of more than eight (8) hours shall not be entitled to use more than eight (8) hours of holiday per day.
  - (e) All miscellaneous employees shall receive holiday pay in the form of salary at straight time for each recognized holiday.



2. Floating Holidays

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.

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.

3. Holiday Hours Worked

Employees who work on a holiday recognized by the City shall have the option, solely at the employee's discretion, to be compensated for the time actually worked on the recognized holiday, either as:

- (a) Wages at a rate of double time, or
- (b) Compensatory time off at double time. Up to eight (8) hours of compensatory time off may be taken by the employee the same week as the holiday worked subject to advance approval by the department head based upon the work situation at the time.

The compensation for holiday hours worked shall be in addition to the holiday pay specified above.

H. IN LIEU OF HOLIDAY LEAVE -- WORKERS ON AN IRREGULAR WORK WEEK

1. Employees who normally work an irregular work week (i.e., other than Monday through Friday) shall be entitled to the same amount of time off for holidays as those who work a regular work week. Any employee who works an irregular work week shall be credited with straight time off as in lieu of Holiday Time. At the end of the calendar year, each department shall submit to the City Manager a report which reflects the following data:

- (a) Names of employees who worked an irregular work week during the preceding calendar year;
- (b) The holidays that were actually lost as a result of the irregular work schedule, as verified by actual time card audit; and
- (c) The total number of 'lost' hours.

After inspection and validation, the City Manager shall authorize those employees to be credited with the additional vacation hours for these lost holidays. The actual adjustment will be a one-time, lump-sum adjustment.

2. As an alternative to the procedure set forth above, and subject to the limitation regarding the number of holiday hours allowed per day, the affected employee may request a different day off (or a combination of 1 day's hours off on one or more days) during the same work week as the holiday occurs. The Department Head may, at his or her discretion, approve such request.

**ARTICLE XII**

**EMPLOYEE EDUCATION**

Employees are eligible for reimbursement of tuition and books in accordance with the City's Tuition and Book Reimbursement Policy and Procedure. To ensure funding can be budgeted for such training, employee shall submit requests to their department for the upcoming fiscal year no later than May 1<sup>st</sup>, including their education plan for classes to be completed during the following fiscal year. Upon approval by the department head that training requests meets the eligibility requirements, the department head shall take into consideration all requests received and submit a budget request to fund training. Ideally, all requests would be honored, however, in the event of multiple requests, consideration will be given to ensuring fair and equitable distribution of the funds available between each employee submitting an education plan. Requests received after May 1<sup>st</sup> may be considered to the extent funding is available. In the event an employee is approved and funding is authorized through the budget process, but the employee does not end up taking the classes according to the submitted plan (or is not enrolled by December 1<sup>st</sup> for classes in the remaining half of the fiscal year, those funds will be available for use by other employees who may submit a half year education plan by December 1<sup>st</sup>.

**ARTICLE XIII**

**MISCELLANEOUS**

The City and PASEA recognize and agree to be bound by the notice requirements of Government Code Section 3504.5 and Article XII of Resolution Number 1303, Series 1973, (Employer-Employee Relations Resolution) regarding notification concerning proposed actions directly relating to matters within the scope of representation.

The City agrees to duplicate the full and complete text of this Memorandum of Understanding and all exhibits thereto and to make copies available to all employees covered by this Memorandum upon request at no cost to PASEA or to any employee, within thirty (30) days after ratification of this agreement.

**A. ALTERNATIVES TO EMPLOYEE LAYOFFS**

The City agrees to notify PASEA prior to implementing an employee layoff which would impact PASEA represented employees. PASEA may then request meetings to explore implementation of layoffs and to present alternative cost savings measures which would eliminate or minimize the need to layoff employees. Such alternatives shall include, but not be limited to, voluntary reduced work time, retraining, job sharing, early retirement, unpaid leaves of absences, furloughs, attrition, and revenue increases. Nothing in this section shall prohibit the City from laying off employees pursuant to the City's layoff procedure.

**B. NOTIFICATION OF NEW JOB CLASSIFICATIONS**

The City agrees to notify PASEA of the creation of any new job classifications and its unit designation. The City shall assign new or revised classes to bargaining units pursuant to criteria set forth in the City's Employee Relations Policy.

**C. MILEAGE REIMBURSEMENT**

All mileage reimbursements will be reimbursed in accordance with IRS rates as adopted by City policy.

**D. AB 119 COMPLIANCE**

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

1. The City will provide the Association 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 Association with ten (10)

calendar days' advance notice. The advance notice will include the number of Association bargaining unit 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 Association's choice.

2. The Association will be given up to thirty (30) minutes as part of the new employee orientation meetings to present association membership information to employees in the Association bargaining unit. No more than two (2) Association representatives may present information to the new employees. Management representatives shall excuse themselves and not be present during the Association portion of the new employee orientation meetings.
3. The Association representatives who will present information at the new employee orientation meetings may do so while on duty, provided the Association advises the Human Resources Director of the names of the employees who will be presenting information on behalf of the Association at the new employee orientation meetings.
4. The above provisions shall in no way impact or delay the hire of any employee.

Information Requirements – The City will provide the Association with a digital file via email to the email address designated by the Association 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)

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.

E. OTHER TERMS; SUPERSEDEENCE; NEED TO FURTHER MEET AND CONFER

The parties agree that the terms and conditions of this Memorandum of Understanding are intended to supersede any contrary provisions in prior memorandums and in the policies and regulations of the City, insofar as the same are known to the parties at the time of execution of this memorandum. It is recognized that there may be circumstances which arise beyond the control of the parties, such

as requirements of federal or state law, city voter initiatives, or similar matters which could render certain provisions of this memorandum inoperable or which could require the parties to meet and confer in good faith to harmonize any conflicts.

It is further recognized by the parties that, from time to time, matters may arise which require the parties to meet and confer on issues not contemplated at the time of the execution of this memorandum and nothing herein shall preclude the parties from meeting and conferring and making changes to this memorandum as may be appropriate.

Except as otherwise noted herein, if the provisions of this Agreement are inconsistent with the Personnel Rules, the terms of this Agreement shall apply.

#### F. DISCIPLINE APPEALS PROCEDURE

The City agrees that Article VII, Section 7.10 (Appeal from Major Discipline) of the City of Davis Personnel Rules and Regulations shall be modified as follows when applied to employees represented by the Association:

##### **Section 7.10. Appeal from Major Discipline.**

\*\*\*

- D. The authority imposing the discipline shall bear the burden of proof with respect to the underlying facts and the existence of just cause for the discipline imposed.
  
- E. Within fifteen (15) days after completion of a hearing, unless waived by the parties, or because of the inability of the Personnel Board to convene, the Board shall prepare a written decision on the appeal and serve it on the appellant and the authority imposing the discipline. The decision shall include a brief statement of the case, the Board's findings of facts, with a citation to the evidence relied upon, a statement of its conclusions, and the recommended disposition of the matter. The Personnel Board's recommendation shall indicate whether the specific discipline imposed should be sustained, rejected or reduced. The decision shall be forwarded to the City Manager or designee. The City Manager or designee shall review the recommendation of the Personnel Board and may then accept, reject or modify the proposed decision. The City Manager's or designee's decision shall be in writing and issued within thirty (30) days of receiving the Personnel Board's decision. The City Manager or designee's decision shall be final. If the appellant is dissatisfied with the City Manager's or designee's decision and wishes to seek judicial review, the 90-day limitations period provided in Code of Civil Procedure Section 1094.6 shall apply. The City Manager's or designee's written decision shall include notice to the appellant that the time within which judicial review must be initiated is governed by Code of Civil Procedure Section 1094.6. A copy of the City Manager's or designee's decision shall be forwarded to the Personnel Board, the disciplining authority and the appellant. It shall be included in the appellant's personnel file.

**ARTICLE XIV**

**SAVINGS CLAUSE**

Should any provision of this Agreement become invalid or unlawful by virtue of any legislative enactment, administrative regulation or by declaration of any court of competent jurisdiction, such action shall not invalidate the remainder of the Agreement. Any provision(s) that becomes unlawful by virtue of the above shall cause the parties to meet and negotiate solely for the purpose of arriving at mutually satisfactory replacement provisions that are valid and lawful. Any provision(s) of this Agreement not declared invalid shall remain in full force and effect for the life of this Agreement.

**ARTICLE XV**

**DURATION AND IMPLEMENTATION**

This Memorandum of Understanding shall remain in full force and in effect from July 1, 2023 up to and including December 31, 2024.

Any time after July 1, 2024, either party may initiate negotiations via written correspondence to the other party on a successor memorandum of understanding. The parties agree to begin negotiations within 30 days after receipt of the written notice.



**ARTICLE XVI**

**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: 7/27/2023

EMPLOYEE RELATIONS OFFICER  
OF THE CITY OF DAVIS

PROGRAM, ADMINISTRATIVE AND  
SUPPORT EMPLOYEES ASSOCIATION

By: /s/ Mike Webb  
Mike Webb

By: /s/ Robert Schulz

By: /s/ Holly Zink

## Appendix A

### Confidential Employee List

Administrative Specialist-Conf (City Manager's Office) (1 position)  
Deputy City Clerk I/II-Conf (City Manager's Office) (1 position)  
Human Resources Technician-Conf (Human Resources) (3 positions)  
Office Assistant I/II/III-Conf (City Manager's Office) (1 position)  
Payroll Technician I/II-Conf (Finance) (1 position)

## Appendix B

### Notary Public Certification – Classification Eligibility

#### City Manager's Office/Administrative Services (City Hall) (up to 3)

Deputy City Clerk I/II  
Human Resources Technician I/II  
Office Assistant I/II  
Office Assistant III  
Administrative Specialist

#### Community Development (City Hall) (up to 2)

Office Assistant I/II  
Office Assistant III  
Administrative Specialist  
Administrative Coordinator

#### Police Department (up to 1)

Office Assistant I/II  
Office Assistant III  
Administrative Specialist  
Administrative Coordinator

#### Public Works/Engineering (up to 1)

Office Assistant I/II  
Office Assistant III  
Administrative Specialist  
Administrative Coordinator

#### Other Departments not listed above (up to 1)

Office Assistant I/II  
Office Assistant III  
Administrative Specialist  
Administrative Coordinator

## Appendix C – Limited Term Employees

As agreed to by Side Letter Agreement (November 2021, Resolution No. 21-168)

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 these terms. 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 (Discipline and Appeals Procedure) and IX (Layoff Procedures) of the Personnel Rules.

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.

## EXHIBIT A

### Benchmark Classifications:

Active Transportation Coordinator  
Administrative Specialist  
Associate Civil Engineer  
Building Inspector II  
Community Services Program Coordinator  
Engineering Technician II  
Environmental Compliance Specialist  
Finance Assistant II  
Finance Technician  
GIS Engineering Technician  
Human Resources Technician II  
Information Systems Analyst  
Information Systems Technician II  
Office Assistant II  
Payroll Technician II  
Public Works Inspector II  
Utility/SCADA Control System Technician