

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF DIXON  
AND  
DIXON MID-MANAGER'S AND SUPERVISOR'S ASSOCIATION**

**JULY 1, 2016  
THROUGH  
JUNE 30, 2019**

**Adopted by  
Resolution No. 16-072  
June 14, 2016  
Amended by  
Resolution No. 16-101  
July 26, 2016**

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BETWEEN THE  
DIXON MID-MANAGER'S AND SUPERVISOR'S ASSOCIATION  
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**ARTICLE I**  
**GENERAL PROVISIONS**

**1.1 General Provisions**

1.1.1 This Memorandum of Understanding ("MOU") has been executed by the City Manager on behalf of the Dixon City Council ("City") and representatives of the Dixon Mid-Manager's and Supervisor's Association ("DMSA") or "Association".

1.1.2 This MOU applies to employees in the following classifications:

**MID MANAGER'S**

Accountant  
Assistant Engineer  
Associate Civil Engineer  
Associate Planner  
Chief Building Official  
Deputy City Clerk  
Deputy Clerk  
Economic Development/Grants Manager  
Public Safety Administrative Manager  
Public Works Operations Manager  
Public Works Superintendent  
Recreation Manager  
Senior Accountant  
Senior Building Inspector  
Senior Civil Engineer  
Senior Management Analyst  
Senior Planner

**SUPERVISOR'S**

Chief Plant Operator  
Parks and Building Maintenance Supervisor  
Recreation Supervisor  
Streets & Utilities Maintenance Supervisor  
Transit Supervisor

1.1.3 DMSA is a recognized employee organization within the meaning of the City's rules regarding Employer/Employee Relations, Chapter 2 of the City's Personnel Rules.

- 1.1.4 DMSA is the only employee organization which is entitled to meet and confer with the City on behalf of permanent employees employed by the City in the classifications represented by DMSA.
- 1.1.5 Representatives of the City and the Association have met and conferred, pursuant to the provisions of the Meyers-Milias-Brown Act and the City's rules regarding Employer/Employee Relations for the purpose of reaching an agreement concerning all matters within the scope of representation.
- 1.1.6 An agreement has been reached.
- 1.1.7 The City's rules regarding Employer/Employee Relations, as may be amended from time to time after meeting and conferring with DMSA, are hereby incorporated in this document by reference.

## **1.2 Term**

- 1.2.1 Except where the context otherwise determines or the MOU otherwise provides, the provisions of this MOU shall apply and shall remain in full force and effect from July 1, 2016 through June 30, 2019 and for such reasonable time thereafter as may be required to ratify, revise and supersede such provisions by action taken by the parties after good faith negotiations.

## **1.3 Negotiations**

- 1.3.1 The City and DMSA agree to begin negotiations for the contract period beginning July 1, 2019 no later than April 1, 2019.

## **1.4 Reopener**

- 1.4.1 The City and the Association agree that before June 2019 the meet and confer process shall be convened if the City's General Fund Reserve drops to fifteen percent (15%) or below.

**ARTICLE II**  
**COMPENSATION**

**2.1 Salary**

2.1.1 Salary Schedule

Effective the first full pay period of July, 2016 the Salary Schedule shall be revised. This revision shall reflect an increase in base salary of two and one half percent (2.5%).

Effective the first full pay period of July, 2017 the Salary Schedule shall be revised. This revision shall reflect an increase in base salary of two and one half percent (2.5%).

Effective the first full pay period of July, 2018 the Salary Schedule shall be revised. This revision shall reflect an increase in base salary of two and one half percent (2.5%).

**2.2 Equity**

2.2.1 The class(es) listed below shall receive equity adjustments during the term of this agreement. These increases shall occur concurrently, but will not compound, with increases set forth in Section 2.1.1. Equity adjustments for the listed position(s) shall be effective the first full pay period after July 1 of the year indicated.

<u>Class</u>	<u>2016</u>
Economic Development & Grants Manager	12.0%
Transit Supervisor	10.0%

<u>Class</u>	<u>2017</u>
Transit Supervisor	10.0%

**2.3 Standby Pay**

2.3.1 Selected Supervisor's shall be available, as designated by a written schedule approved by the Department Head, for emergency call-out on weekends, holidays, days off, and weekday evenings.

2.3.2 Supervisor's shall be paid at the rate of Four Hundred Dollars (\$400.00) per week of assigned standby (prorated for less than full week

assignments as follows: \$40/weekday evening, and \$100.00/weekend day (and \$100.00 per day on holidays as defined in Article 8.3).

- 2.3.3 Standby requirements shall be in accordance with adopted Department policy.

Stand-by duty requires that the Supervisor:

- Be ready to respond immediately when called for emergency service;
- Be reachable by telephone, pager, vehicle radio or Nextel;
- Remain within a reasonable distance from the City to be able to respond to the scene of the emergency within a reasonable time, approximately one-half (½) hour; and,
- Refrain from activities which might impair the ability of the employee to perform the assigned duties.

- 2.3.4 Should a Supervisor who is not assigned to standby duty carry a pager or cellular telephone for his/her personal convenience, the employee shall not be compensated for stand-by nor shall the employee be required to respond if paged or telephoned. Supervisor's carrying a pager or cellular telephone but not compensated for stand-by shall not be restricted in their activities, location or availability.

## **2.4 Overtime, Call Back and Compensatory Time**

- 2.4.1 Supervisor's shall be compensated at one and one half (1 1/2) times the employee's regular rate of pay, as that phrase is defined in the Fair Labor Standards Act (FLSA) for hours worked in excess of forty (40) hours per each seven (7) day work period.
- 2.4.2 The City shall continue its current practice of paying a minimum call back of two (2) hours for emergency callbacks of Supervisor's for hours which are not contiguous to the Supervisor's regular work shift. Supervisor's being compensated for emergency standby shall receive one (1) hour minimum call back.
- 2.4.3 In lieu of overtime pay, Supervisor's shall be allowed to accrue compensatory time off at the employee's regular rate of pay (as that phrase is defined in the FLSA) at a ratio of one and one-half (1-1/2) hours of compensatory time off for each hour of overtime worked, subject to the accrual maximum set forth in Section 2.4.4. Supervisor's desiring to accrue compensatory time off in lieu of receiving overtime pay must submit their request for compensatory time accrual during the pay period in which the compensatory time off is earned (i.e. during the pay period in which the overtime hours are worked). Failure to make a timely request for

the accrual of compensatory time off in lieu of overtime pay will result in the employee receiving overtime in pay.

- 2.4.4 Supervisor's shall be allowed to accrue a maximum of one hundred forty four (144) hours of compensatory time off, which shall include holiday compensatory time off. Supervisor's who have reached the maximum accrual for compensatory time shall receive pay for any overtime worked while they are at the accrual maximum.
- 2.4.5 Once per year, during the first full payroll period of January, the City will automatically "cash out" accumulated compensatory time off at the employee's regular rate of pay (as that phrase is defined in the FLSA) to a balance of zero (0) hours. An employee may choose not to "cash out" up to eighty (80) hours of his/her accumulated compensatory time off (pro-rated for permanent part-time Supervisor's); however, in order to do so the employee must provide prior written notification to the Administrative Services Department no later than December 31.

## **ARTICLE III INCENTIVE PAYS**

### **3.1 Education Incentive**

3.1.1 Unit employees who have completed one year of service are eligible to participate in the Educational Reimbursement Program as described in the City of Dixon Administrative Policy and Procedure, Education Reimbursement Program, dated February 28, 2008, or as may be amended from time to time.

### **3.2 Bilingual Incentive**

3.2.1 Effective during the term of this MOU, individuals who apply for and are certified by the City to possess appropriate Spanish language skills shall receive one hundred dollars (\$100.00) per month. Certification or recertification of bilingual skills may be required every three (3) years. Certification or recertification shall be at the City's discretion and expense.

### **3.3 Longevity Incentive**

3.3.1 To encourage and reward employee longevity, the City will provide the following longevity incentives upon employee permanent status anniversary date:

- Completion of five (5) years of service to the City of Dixon: three (3%) of base pay.
- Completion of ten (10) years of service to the City of Dixon: three (3%) of base pay.
- Completion of fifteen (15) years of service to the City of Dixon: four (4%) of base pay.

3.3.2 The incentives are cumulative, not compounded, and cannot exceed ten (10%).

**ARTICLE IV**  
**UNIFORMS, EQUIPMENT AND DRIVERS LICENSE**

**4.1 Supervisor Uniforms**

4.1.1 All Public Works Maintenance and Wastewater Supervisor's shall wear a uniform while performing scheduled City duties. The uniform is intended to be durable clothing that presents a neat and clean appearance while identifying the individuals as an employee of the City of Dixon.

4.1.2 The two options regarding work attire are:

4.1.2.1 Employees receive eleven (11) uniforms (shirts and pants) per two week period. These uniforms shall be provided by and laundered by a laundry service chosen and paid for by the City; or

4.1.2.2 At employee's discretion, in lieu of uniform shirts, the City will provide six (6) knit shirts per year with the City logo and the employee's first name. The cost of the shirts will approximate the laundry service expense for uniform shirts. Unit members shall be responsible for mending all tears and regular washing.

4.1.2.3 When shirts no longer appear "neat" due to numerous mended tears or numerous stains; the employee is responsible for replacing that article of clothing. If necessary, the Director of Public Works Operations and Maintenance has the authority to order an employee not to wear a particular shirt. Under this option, uniform pants will still be provided by the City and laundered by a laundry service chosen and paid for by the City.

4.1.3 At the discretion of the Department Head, Supervisors performing non-hazardous tasks may be allowed to wear shorts during the hot weather months. Supervisors shall be responsible for the purchase of their shorts and their maintenance. The style of the shorts shall be determined by the Department Head.

4.1.4 Safety Jackets and Safety Shoes

4.1.4.1 All employees within the City Engineer/Public Works Department shall be provided or reimbursed for safety jacket of a type and style approved by the Department Head that meet minimum standard as established by the American National Standards Institute ("ANSI").

4.1.4.2 All employees required by the Department Head to wear safety shoes shall be provided or reimbursed for the cost of the safety

shoes not to exceed two hundred (\$200.00) dollars per fiscal year. The type and style shall be approved by the Department Head and shall meet the minimum standard as established by the ANSI.

4.1.4.3 To receive reimbursement, employees must present proof of purchase, in a manner prescribed by the Department Head, indicating that the safety shoes and/or jackets were purchased. Supervisor's receiving safety shoe reimbursement shall be required to wear them at all times while on the job. Safety shoes and jackets purchased by the City or purchased with City reimbursement shall not be used off duty. Safety shoes and jackets will be replaced in accordance with departmental policy.

## **4.2 Tools**

4.2.1 In cases where tools or equipment are required by the City, to be furnished by the Supervisor, the City will provide a safe place for the storage of said tools.

4.2.2 The Supervisor shall give to his-her immediate supervisor, on an annual basis, a list of the tools provided by the employee.

4.2.3 The City shall fully compensate any Supervisor's for tools which are lost or damaged due to theft or fire. Compensation shall be made only when the tools are listed on the inventory provided by the employee to the City and are stored in the place designated by the City. Compensation shall not be made if the fire, theft or damage to the tool was due to the negligence or intentional act of the employee, or if it cannot be established that a theft actually took place.

## **4.3 Class A or B Drivers License and/or Endorsements**

4.3.1 The City shall pay any costs for Supervisor's taking required examinations for a Class A or B drivers license and/or endorsements, provided that the individual is required by the City, by virtue of the requirements of his/her job classification, to maintain a Class A or B license and/or endorsements.

## **ARTICLE V RETIREMENT**

### **5.1 PERS Retirement**

5.1.1 The City will continue its participation in the State of California Public Employees' Retirement System ("PERS") for miscellaneous employees as follows:

- Tier One – Applicable to employees who are not defined as “New Members” in Government Code Section 7522.04 and were hired before December 16, 2012 are eligible for a 2.5% @ 55 benefit formula.
- Tier Two – Applicable to employees who are not defined as “New Members” in Government Code Section 7522.04 and were hired on/after December 16, 2012 are eligible for a 2% @ 60 benefit formula.
- Tier Three – Applicable to employees who are defined as “New Members” in Government Code Section 7522.04 are eligible for the 2% @ 62 benefit formula.

### **5.2 PERS Retirement Plan Amendments**

#### **5.2.1 Military Buy Back**

The City has amended its contract with PERS to provide the PERS Optional Benefit Section 21024 – Military Service Credited to Public service. Participation in this program benefit is at the option and total expense of the employees, including any and all employee, employer and/or accrued interest costs.

#### **5.2.2 PERS coverage for Permanent Part-Time Employees**

The City has amended its PERS contract to cover permanent part-time employees who work twenty (20) hours per week or more.

### 5.2.3 Employee PERS Contributions

Employees' contribution rate for the miscellaneous retirement plan is as follows:

- Tier One - employees shall contribute eight percent (8%) of salary to the PERS retirement plan.
- Tier Two - employees shall contribute seven percent (7%) of salary to the PERS retirement plan.
- Tier Three – new members shall contribute fifty percent (50%) of the total normal cost, unless otherwise determined annually by CalPERS, of the PERS retirement plan.

### 5.2.4 Employer PERS Contributions

Employees shall contribute an additional amount towards the employer share of PERS contributions as follows for miscellaneous employees:

- Tier One - employees shall contribute five percent (5%) towards the employer share of PERS contributions. The total contribution for Tier One Miscellaneous Members shall be thirteen percent (13%).
- Tier Two - employees shall contribute five percent (5%) towards the employer share of PERS contributions. The total contribution for Tier Two Miscellaneous Members shall be twelve percent (12%).

## 5.3 Deferred Compensation Plans

- 5.3.1 All employees covered by this MOU who may choose to participate in the Deferred Compensation Plans offered by the City by directing a portion of their salary or their flexible benefit on a tax deferred basis via payroll deduction. Current federal regulations concerning maximum annual contributions apply. See current plan for details.

**ARTICLE VI  
HEALTH AND RELATED**

**6.1 Monthly Benefit Allowance**

6.1.1 Effective July 1, 2014 employees shall receive the following Monthly Benefit Allowance (MBA) as follows:

Full-Time employees:

Employee only	\$1,216.00
Employee + one (1)	\$1,216.00
Employee + two or more (family)	\$1,305.00

Permanent part-time employees (working 20 hours/week or more) are eligible for a pro-rated share based on the number of hours regularly worked.

If no medical plan is chosen the unit member receives 50% of the MBA as taxable income.

6.1.2 Effective this pay date, January 13, 2017 employees shall receive the following Monthly Benefit Allowance (“MBA”) as follows:

Full-Time employees:

Employee only	\$1,100.00
Employee + one (1)	\$1,120.00
Employee + two or more (family)	70% of the Kaiser (Bay area) Employee + two or more (family rate)

6.1.3 Effective this pay date, January 12, 2018, employees shall receive the following MBA as follows:

Employee only	\$1,000.00
Employee + one (1)	70% of the Kaiser (Bay Area) Employee + one rate
Employee + two or more (family)	70% of the Kaiser (Bay Area) Employee + two or more (family rate)

6.1.4 Effective this pay date, January 11, 2019, employees shall receive the following MBA as follows:

Employee only	\$900.00 or 70% of Kaiser (Bay Area) Employee Only rate, whichever is greater
Employee + one (1)	70% of the Kaiser (Bay Area) Employee + one rate
Employee + two or more (family)	70% of the Kaiser (Bay Area) Employee + two or more (family rate)

6.1.5 Permanent part-time employees (working 20 hours/week or more) are eligible for a pro-rated share of the MBA based on the number of hours regularly worked as taxable income.

6.1.6 Effective January 13, 2017, if no medical plan is chosen the unit member receives six hundred dollars (\$600.00) per month of the MBA as taxable income. Permanent part-time unit members receive a pro-rated share of the six hundred dollars (\$600.00) per month of the MBA based on the number of hours regularly worked as taxable income.

6.1.7 CalPERS Medical Unequal Contribution Method

(a) From the appropriate MBA amount set forth above, the City will contribute under the PERS Medical Unequal Contribution Method for each employee, the amount necessary to pay the costs of his or her enrollment, including the enrollment of family members in the CalPERS health benefits plan.

(b) The City will contribute under the PERS Medical Unequal Contribution Method for each annuitant, the amount necessary to pay for the costs of his or her enrollment, including the enrollment of family members in the CalPERS health benefits plan.

(c) The City shall pay the CalPERS monthly administrative fees.

6.1.8 IRS Section 125 Plan ("Cafeteria Plan")

(a) The City will maintain a Cafeteria Plan for the benefit of employees.

(b) After making the required contribution for medical insurance under the PERS Medical Unequal Contribution Method (See Section 5.1.3 above), the remaining dollars may be used by the employee either to purchase medical insurance through CalPERS Health or to purchase

any other optional plans that may be offered by the City in accordance with a qualified plan.

- (c) Plans currently offered include: Dental, Voluntary Vision, Long Term Care, Voluntary Group Life Insurance, and Supplemental Insurance Options.
- (d) The choice of insurance plan(s) is made once a year by employees during the open enrollment period, at time of hire for new employees, or when the employee's dependent status changes. Insurance premiums may be deducted from gross pay each payroll period throughout the plan year. Deductions from gross pay are the same as pre-tax contributions.
- (e) All employees shall be covered by a health insurance plan, either as offered by the City or from another source.
  - i. If an employee is covered by a health insurance plan other than offered by the City, he or she has the option to waive the City's health insurance.
  - ii. The employee must complete a City provided Health Insurance Waiver Form and provide proof of alternative health insurance plan coverage.

#### 6.1.9 Flexible Spending Account ("FSA") – Unreimbursed Medical/Dependent Care

- (a) FSA participation begins January 1<sup>st</sup> of each year. Allocation amounts and/or modifications to these accounts must be determined for a full twelve (12) month period (i.e., the calendar year) during the open enrollment period, at time of hire for new unit members, or when an employee's dependent status changes. Services must be received during the plan period, which is January 1 through December 31. Any unused allocations may be forfeited. (See Plan Agreement for details). For plan details, contact Human Resources. Administration costs associated with the Flexible Spending Account plan(s) will be paid by the City.

## 6.2 Dependent Status Change/Verification

- 6.2.1 If an employee's dependent status changes, the employee is responsible for notifying Human Resources within thirty (30) days of the effective date of the change to ensure that the City's contribution rate is properly

adjusted if necessary. The employee's new rate will take effect on the first of the month following the prior's month's notification. Under no conditions will a rate change be made retroactive to this date. Failure to notify Human Resources of such a change within thirty (30) days could result in the employee being held financially responsible for any benefit overpayment. The employee will be required to reimburse the City via payroll deduction for any such benefit overpayment.

- 6.2.2 On an annual basis, the City will require the employee to verify his or her dependent status in writing to ensure that the City is contributing the appropriate amount toward health and dental insurance premiums, and MBA options. The City will use the PERS definition of the term "dependent." The City reserves the right to conduct random checks of dependent status.

### **6.3 Long Term Disability Insurance**

- 6.3.1 The City shall provide for a long term disability plan for all employees who are regularly scheduled to work thirty (30) hours per week or more. The monthly premium is paid by the City. Employees are entitled to benefits after sixty (60) calendar day's absence due to disability/illness and in accordance with the Personnel Rules and Regulations governing extended medical absence from the workplace due to illness or disability.

### **6.4 Medical After Retirement**

- 6.4.1 For employees who retire from the City of Dixon, the City will pay, on a monthly basis after retirement, the dollar equivalent of one (1) month's premium for the PERS Kaiser Plan (County rate in which you reside, i.e., Bay Area or Sacramento Area) for the employee plus one dependent at the rate of one (1) month's premium for each full year worked in the employ of the City of Dixon prior to retirement. The total time period of these payments shall not exceed twenty-four (24) months. Said payment shall be extended to the surviving spouse or dependent of a deceased retiree, to the extent that said payments would have been made had the employee not died. Thereafter, for CalPERS retirees enrolled in CalPERS Retiree medical, the City shall contribute the PERS Medical Unequal Contribution, as required by CalPERS.

## **6.5 Employee Assistance Program**

5.5.1 The City will maintain in effect an Employee Assistance Program. For further information, contact Human Resources.

**ARTICLE VII**  
**WORK ASSIGNMENTS**

**7.1 Alternate Work Schedules**

- 7.1.1 The City has authorized various departments the option to operate under a 9/80 or 4/10 work schedule subject to the discretion of the Department Head. For clarification purposes a 9/80 work schedule as referred to in this MOU is a work schedule covering a 14-day work cycle period in which an employee is assigned to four (4) nine (9) hour days during a seven (7) day period and four (4) nine (9) hour days and an eight (8) hour day for the adjoining seven (7) day work period. For clarification purposes a 4/10 work schedule as referred to in this MOU is a work schedule covering a 14 day work cycle period in which an employee is assigned to work four (4) ten (10) hour days during a seven (7) day period and four (4) ten (10) hour days during the adjoining seven (7) day period.
- 7.1.2 Shifts will be scheduled with starting and stopping times as directed by the Department.
- 7.1.3 Only those unit members authorized by Management, will be able to participate in the 9/80 or 4/10 work schedule. Management reserves the right to schedule personnel on or off of the 9/80 or 4/10 work schedule as necessary based on operational need where better service or other work requirements are met by such alternate schedule. The City agrees to meet and confer with the Union in advance of the implementation of a change in work schedule.
- 7.1.4 Should any employee on the 9/80 or 4/10 work schedule become ill or injured requiring time off from the job or modified job duties, that employee may be assigned to a five (5) day, forty (40) hour work week.
- 7.1.5 This agreement shall not affect the application of overtime as described in the MOU between the City and the Union.
- 7.1.6 For employees on the 9/80 or 4/10 work schedule holidays will be compensated at the rate of nine (9) hours per holiday. Employees on the 4/10 schedule shall use one (1) hour of accrued leave for the holiday.
- 7.1.7 Vacation and sick leave accrual will continue to be accrued at the current bi-weekly and monthly rates, respectively.
- 7.1.8 Should an employee on the 9/80 work schedule require the use of paid leave time (i.e. sick/family leave, vacation leave, compensatory time off)

on a day he or she would normally be scheduled to work nine (9) hours, nine (9) hours of paid leave time will be required to receive full wage compensation for that day's absence. Should an employee on the 4/10 work schedule require the use of paid leave time (i.e. sick/family leave, vacation leave, compensatory time off) on a day he or she would normally be scheduled to work ten (10) hours, ten (10) hours of paid leave time will be required to receive full wage compensation for that day's absence.

7.1.9 The current practice of two fifteen (15) minute paid breaks and one-half (1/2) an hour unpaid lunch period shall remain in effect.

7.1.10 If this agreement is terminated, it is understood that the shift schedule for affected unit members will return to the work schedule that existed immediately prior to the implementation of the 9/80 or 4/10 work schedule.

## ARTICLE VIII LEAVES

### 8.1 Sick Leave

#### 8.1.1 General

The purpose of sick leave is to provide income protection if an employee must be absent from work due to his or her injury or illness or due to the illness or injury of a family member. A family member includes child (including step-child), parent (including step-parent or parent-in-law), spouse, registered domestic partner, grandparent, grandchild, or sibling. Sick leave may be used only in case of sickness, disability, medical or dental care.

#### 8.1.2 Accrual

Full-time employees will accrue sick leave at the rate of eight (8) hours for each full month of service completed. There is no maximum accrual of sick leave credits.

Permanent part-time employees accrue sick leave on a pro-rated basis depending on the number of hours they are regularly scheduled to work.

#### 8.1.3 Payment

For employees that have completed at least two (2) years of service to the City, a portion of his or her accrued unused sick leave may be converted to cash upon retirement from the City according to the following schedule:

<b>Years of Service</b>	<b>Conversion Percentage</b>
1 – 2	0%
3 – 5	20%
6 – 10	30%
11 +	30% + 2% for each year after ten (10) to a maximum of 50%

For retiring employees, any portion of the sick leave balance that is not cashed out is placed into the PERS sick leave conversion program.

#### 8.1.4 Family Illness

The City shall provide all rights and benefits due employees in accordance with the Family Medical Leave Act (“FMLA”), the California Family Rights Act (“CFRA”), and any other Federal or State laws governing employees leave rights.

#### 8.1.5 Sick Leave Bank

The Sick Leave Bank Policy, agreed to by City and DMSA, or as may be amended hereinafter will be available to the DMSA members during the term of this MOU.

#### 8.1.6 Bereavement Leave

In the event of a death in the immediate family, each full-time or benefitted part-time employee will be granted up to three (3) working days of paid bereavement leave per incident.

As soon as the need for a bereavement leave is known, the employee, or someone on his or her behalf, must notify the employee’s immediate supervisor. The employee is responsible for certifying as to his or her need for the use of a bereavement leave on a City approved Request for Bereavement Leave Form.

All bereavement leave must be used within fourteen (14) calendar days following the death of the immediate family member. Under extreme circumstances, the fourteen (14) day requirement may be waived by the City Manager. The decision of the City Manager in this regard shall be final, with no process for further appeal.

## 8.2 Vacations

### 8.2.1 Accrual Rates

Full-time employees will accrue vacation leave at the following rates:

- 3.7 hours bi-weekly from initial date of hire through the first five (5) completed years of employment (12 days annually, i.e. 96 hours).
- 4.62 hours bi-weekly after five (5) completed years of employment (15 days annually, i.e. 120 hours).

- 6.16 hours bi-weekly after ten (10) completed years of employment (20 days annually, i.e. 160 hours).

Permanent part-time employees earn vacation on a pro-rated basis depending on the number of hours they are regularly scheduled to work. The proration is based on a full-time, forty (40) hours per week position earning vacation at the rates listed above.

The maximum vacation balance allowed is two times the current annual accrual. Upon separation, employees are entitled to receive payment at their current base pay for all vacation time accrued but not taken as of the effective date of separation.

### 8.3 Holidays

8.3.1 The following Holidays are recognized by the City:

January 1	New Year's Day
3 <sup>rd</sup> Monday in January	Martin Luther King's Birthday
3 <sup>rd</sup> Monday in February	President's Day
Last Monday in May	Memorial Day
July 4 <sup>th</sup>	Independence Day
1 <sup>st</sup> Monday in September	Labor Day
November 11	Veteran's Day
4 <sup>th</sup> Thursday in November	Thanksgiving Day
4 <sup>th</sup> Friday in November	Day after Thanksgiving Day
December 24	Day before Christmas
December 25	Christmas

8.3.2 When a holiday falls on a Sunday, the following Monday is observed.

When a holiday falls on a Saturday, the preceding Friday is observed.

8.3.3 Floating Holidays – 40-hour/week Employees

Employees who work a regular forty (40) hour work week shall be compensated at the rate of eight (8) hours per holiday. During the fiscal year, the City will provide two (2) floating holidays per employee, which may be taken by the employee at the time selected by the employee and subject to operational requirements and approval of the Department Head.

#### 8.3.4 Floating Holidays – 9/80 Employees

Employees who work a 9/80 work schedule, shall be compensated at the rate of nine (9) hours per holiday. If a holiday falls on an employee's regularly scheduled eight (8) hour work day, the employee shall receive eight (8) hours of straight pay and one (1) hour of holiday compensatory pay for the holiday. These employees shall be provided one (1) floating holidays per employee, which may be taken by the employee at a time selected by the employee and subject to operational requirements and approval of the Department Head.

#### 8.3.5 Floating Holidays – 4/10 Unit Members

Unit members who work a 4/10 work schedule, shall be compensated at the rate of nine (9) hours per holiday. If a holiday falls on an employee's regularly scheduled ten (10) hour work day, the employee shall receive nine (9) hours of straight pay and the employee shall use one (1) hour of accrued leave for the holiday. These unit members shall be provided nine (9) hours of floating holiday per fiscal year.

#### 8.3.6 Floating Holidays – Permanent Part-Time Employees

Permanent part-time employees shall receive holiday compensatory pay on a pro-rated basis depending on the number of hours they are regularly scheduled to work. During the fiscal year, the City will provide the pro-rated share of two (2) floating holidays per employee and subject to operational requirements and approval of the Department Head.

#### 8.3.7 Unused Floating Holidays

Floating Holidays shall be used within the fiscal year earned. Unused Floating Holidays may not be rolled over to the next fiscal year and there shall be no cash value for the floating holidays.

#### 8.3.8 Holiday Compensation - Maximum Balance

8.3.8.1 Employees agree to use their existing Holiday Compensation/Floating Holiday hours during fiscal year 2016/17. Any remaining hours will be automatically "cashed out" the last full pay period in fiscal year 2016/2017.

## 8.4 Administrative Leave

- 8.4.1 Mid-management employees do not receive overtime compensation. They will be provided sixty-four (64) hours administrative leave in recognition of extra hours required by the position.

Permanent part-time mid-management employees receive a pro-rated amount of Administrative Leave depending on the number of hours regularly scheduled to work. (Based on a full-time mid-management rate of sixty-four (64) hours/year.)

- 8.4.2 Fifty percent (50%) of the administrative leave total can be cashed out each year upon request. Payout may be taken in cash, or directed toward a Deferred Compensation Plan subject to annual limits. No eligible employees shall carry over administrative leave from one fiscal year to the next fiscal year, any existing time balance as of June 30 will be forfeited.
- 8.4.3 Mid-management employees hired after July 1 of the fiscal year shall be entitled to a pro-rated share of administrative leave based upon the number of full pay periods remaining in that fiscal year.
- 8.4.4 Upon separation from service, the Mid-management employee shall be paid for a pro-rated share of administrative leave based upon the number of full pay periods remaining in the fiscal year of separation.

**ARTICLE IX  
MISCELLANEOUS**

**9.1 Direct Deposit**

9.1.1 The City shall continue to make available to employees a Direct Deposit system.

**9.2 Drug and Alcohol Testing**

9.2.1 City will comply with all applicable Federal regulations governing workplace anti-drug programs in the transportation industry. The City and DMSA have agreed on implementation of these regulations through the City of Dixon Substance Abuse Policy.

**9.3 Contracting Out**

9.3.1 Not less than sixty (60) calendar days prior to any final decision on contracting out to do unit work, the City will notify DMSA of its intent to contract out. Upon request, the City will meet with the Association to explain the reasons that contracting out is being considered, and to discuss the impact of the contract out on employees. Nothing herein should be construed to restrict the City's right to contract out unit work in its sole discretion after meeting and conferring with DMSA on the impact of the sub-contracting.

**9.4 Salary Survey**

9.4.1 The City and DMSA do not anticipate conducting a salary survey during the term of this Agreement. If a salary survey is conducted, the following Agencies will be used:

Benicia	Davis	Fairfield
Suisun	Vacaville	Vallejo
West Sacramento	Woodland	

The City and DMSA will meet and confer prior to commencing collection of the data to determine the scope of the total compensation survey and confirm positions to be surveyed.

## **9.5 Grievance Procedures, Disciplinary Actions and Appeal Procedures**

9.5.1 Grievances, disciplinary actions and appeals thereto shall be conducted in accordance with the City Personnel Rules.

## **9.6 Retroactive Pay**

9.6.1 Retroactive pay resulting from this MOU will be issued within sixty (60) days from the signing of this MOU.

## **9.7 Ongoing Discussion**

9.7.1 The parties agree to maintain positive working relationships while addressing issues which may emerge prior to the next schedule negotiation date. Therefore, the parties agree to meet at least once each six (6) months, or more frequently if needed, throughout the life of this contract to discuss any issues of concern which may arise.

## **9.8 Class and Compensation Study**

9.8.1 Within the first year of the contract a class and compensation study will be conducted on the Parks and Building Maintenance Supervisor class.

## **ARTICLE X MANAGEMENT RIGHTS**

### **10.1 Management Rights**

10.1.1 The City's rights include, but are not limited to the exclusive rights: To determine the mission of its constituent departments, commissions and boards, set standards of service; to determine the procedures and standards of selection for employment; to direct its employees; to maintain the efficiency of governmental operations; to determine methods, means and personnel by which government operations are to be conducted and to take all necessary actions to carry out its mission and technology used in performing its work. City rights also include the right to determine the procedures and standards of selection for promotion, to relieve employees from duty because of lack of work or other legitimate reasons, to take disciplinary action, enlist the aid of an outside hearing officer in the case of employee grievances and personnel matters, and to determine the content of job classifications.

### **10.2 Productivity**

10.2.1 Employees will cooperate fully with management in programs designed to increase the level of overall productivity for the mutual benefit to the taxpayers.

### **10.3 Maintenance of Membership**

10.3.1 The parties hereto recognize that within the Agency shop provisions of this agreement, Association employees may opt to join Dixon Mid-Manager's And Supervisor's Association or register as a fee payer during the first thirty (30) days of their employment. Neither the City nor the Association will discriminate against any employee because of the exercise of their statutory rights. DMSA agrees to its obligation to represent all employees in the Association fairly and equally, without regard to their membership in the Association.

Therefore, any employee of the City, who is a member of DMSA, or who subsequently joins, and all employees in the Association hired, as a condition of continued employment, are required to either belong to DMSA or to pay to DMSA an amount equal to a fair percentage of that which

would be paid by an employee who decides to become a member of the Association at the time of employment. Payment of dues shall be by payroll deduction. Once authorized, the City agrees to deduct dues of membership.

Any enforcement of this section shall be the responsibility of DMSA, utilizing appropriate civil procedures. DMSA shall indemnify and hold the City harmless from any and all claims, demands or suits, or any other action arising from this section.

**ARTICLE XI  
ADMINISTRATIVE PROVISIONS**

**11.1 Prior Agreement**

- 11.1.1 This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. Items contained in previous Memorandum of Understanding and/or City Council resolution, which are not superseded or modified by this Agreement, remain in effect.
- 11.1.2 It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein during the term of this Memorandum of Understanding. Nothing in this paragraph shall preclude the parties from jointly agreeing to meet and confer on any issue(s) within the scope of representation during the term of this Agreement. Matters within the scope of representation not covered by this Memorandum of Understanding shall not be changed until the City has given prior notice to and met and conferred with DMSA.

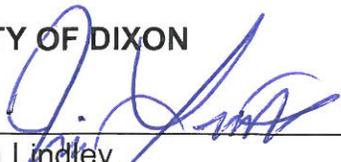
**11.2 Alteration**

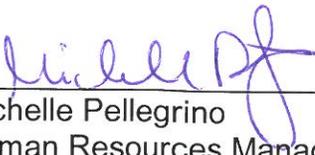
- 11.2.1 No agreement, alternation, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City and DMSA.
- 11.2.2 In the event of an unanticipated catastrophic decline in revenue or increase in expenditures, defined as a single event which changes revenue or expenditure by twenty percent or more in a single fiscal year, City and DMSA agree to meet and confer regarding methods to weather the event by means including, but not limited to, layoffs, deferral of implementation of one or more provisions of this contract, increased revenue generation, etc.

**ARTICLE XII**  
**APPROVAL AND RATIFICATION**

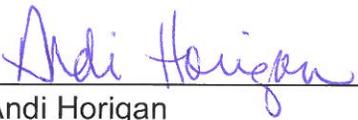
**12.1** This Memorandum of Understanding shall become effective when approved by Resolution of the Dixon City Council and ratified by DMSA membership.

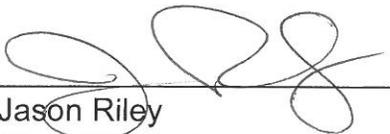
**CITY OF DIXON**

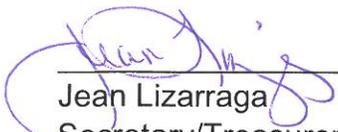
  
\_\_\_\_\_  
Jim Lindley  
City Manager

  
\_\_\_\_\_  
Michelle Pellegrino  
Human Resources Manager

**DIXON MID-MANAGER'S AND SUPERVISOR'S ASSOCIATION**

  
\_\_\_\_\_  
Andi Horigan  
President

  
\_\_\_\_\_  
Jason Riley  
Vice-President

  
\_\_\_\_\_  
Jean Lizarraga  
Secretary/Treasurer

RESOLUTION NO. 16-101

**RESOLUTION AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE DIXON MID MANAGER'S AND SUPERVISOR'S ASSOCIATION AND THE CITY OF DIXON FOR THE PERIOD OF JULY 1, 2016 THROUGH JUNE 30, 2019 AND APPROVE A 2016-17 BUDGET AMENDMENT**

**WHEREAS**, the City of Dixon and the Dixon Mid Manager's and Supervisor's Association (DMSA), have bargained in good faith to bring forward the terms of a new Memorandum of Understanding; and

**WHEREAS**, the amended Memorandum of Understanding, attached as Exhibit A, covers a three year term effective July 1, 2016 and concluding June 30, 2019; and

**WHEREAS**, the City Council has reviewed the amended Memorandum of Understanding between the City of Dixon and DMSA; and

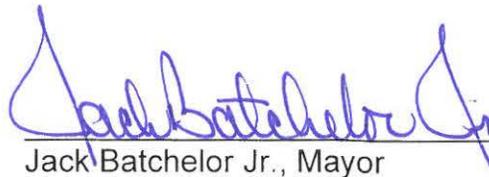
**WHEREAS**, to account for the increases to salaries and benefits associated with approval of this MOU, a 2016-17 budget amendment is necessary to appropriate the funds.

**NOW, THEREFORE, BE IT RESOLVED**, that the amended Memorandum of Understanding between the City of Dixon and DMSA, attached hereto as Exhibit A is hereby approved; and

**BE IT FURTHER RESOLVED**, that the City of Dixon Fiscal Year 2016-17 Budget is amended by \$26,220 as outlined in Exhibit B.

**PASSED AND ADOPTED AS A RESOLUTION AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DIXON on JULY 26, 2016.**

AYES: Bird, Castanon, Hickman, Pederson, Batchelor  
NOES: None  
ABSTAIN: None  
ABSENT: None

  
\_\_\_\_\_  
Jack Batchelor Jr., Mayor

ATTEST:  
  
\_\_\_\_\_  
Suellen Johnston, City Clerk