

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF DIXON
AND
PUBLIC EMPLOYEES UNION, LOCAL ONE
REPRESENTING
DIXON CITY EMPLOYEES UNIT

JULY 1, 2019
THROUGH
JUNE 30, 2022

Adopted by Resolution No. 19-184
October 1, 2019

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
PUBLIC EMPLOYEES UNION, LOCAL ONE
REPRESENTING DIXON CITY EMPLOYEES
BARGAINING UNIT
AND THE CITY OF DIXON**

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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 Public Employees Union, Local One "Union" or "Association" representing the Dixon City Employees Unit "Unit Members".

1.1.2 This Memorandum of Understanding applies to unit members in the following classifications:

- Account Clerk I
- Account Clerk II
- Accounting Technician
- Administrative Assistant
- Administrative Clerk I
- Administrative Clerk II
- Assistant Planner
- Building Inspector I
- Building Inspector II
- Building Plans Examiner I
- Building Plans Examiner II
- Community Service Officer I
- Community Service Officer II
- Economic & Community Development Technician
- Engineering Aide I
- Engineering Aide II
- Engineering Technician I
- Engineering Technician II
- Engineering Technician III
- Equipment Mechanic I
- Equipment Mechanic II
- Equipment Mechanic III
- Junior Engineer
- Laborer
- Maintenance Worker I
- Maintenance Worker II
- Management Analyst I
- Police Records Clerk I
- Police Records Clerk II
- Senior Account Clerk
- Senior Administrative Clerk
- Senior Maintenance Worker

Senior Transit Driver
Senior Utilities Maintenance Worker
Senior Wastewater Systems Operator
Transit Dispatcher
Transit Driver I
Transit Driver II
Transit Driver/Dispatcher
Utilities Maintenance Worker I
Utilities Maintenance Worker II
Wastewater Systems Operator I
Wastewater Systems Operator II
Wastewater Systems Operator in Training
Water Operator I
Water Operator II

- 1.1.3 The Union 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 The Union 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 the Union.
- 1.1.5 Representatives of the City and the Union 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 the Union, are hereby incorporated in this document by reference.
- 1.1.8 The City's Personnel Rules, as may be amended from time to time, 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, 2019 through June 30, 2022 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 ("Term").

1.3 Negotiations

1.3.1 The City and the Union agree to begin negotiations for the contract period beginning July 1, 2022 no later than April 1, 2022.

1.4 Reopener Language

1.4.1 The City and the Union agree that before June 30, 2022 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 Schedule

- 2.1.1 **Base Salary** shall be defined in this MOU as an employee’s hourly rate of pay, which is set forth in the 2019-2022 Salary Schedule, attached to this MOU as the “Salary Schedule.”
- 2.1.2 Effective the first full pay period in July of 2019 the Salary Schedule shall be revised. This revision shall reflect an increase in Base Salary of four percent (4%).
- 2.1.3 Effective the first full pay period in July of 2020 the Salary Schedule shall be revised. This revision shall reflect an increase in Base Salary four percent (4%).
- 2.1.4 Effective the first full pay period in July of 2021 Salary Schedule shall be revised. This revision shall reflect an increase in Base Salary of three percent (3%).

2.2 Equity Adjustments

- 2.2.1 The classes listed below shall receive a one-time equity adjustment during the term of this agreement. These increases shall occur concurrently, but will not compound, with increases set forth in Section 2.1. Equity adjustments for the listed position(s) shall be effective the first full pay period of July 2019 only.

| Class | 2019 |
|-------------------------------------|-------------|
| Account Clerk I | 4.0% |
| Account Clerk II | 4.0% |
| Senior Account Clerk | 4.0% |
| Community Service Officer I | 3.0% |
| Community Service Officer II | 3.0% |
| Engineering Technician I | 2.0% |
| Engineering Technician II | 2.0% |
| Engineering Technician III | 2.0% |
| Utilities Maintenance Worker I | 2.0% |
| Utilities Maintenance Worker II | 2.0% |
| Senior Utilities Maintenance Worker | 2.0% |
| Wastewater Systems Operator I | 9.0% |
| Wastewater Systems Operator II | 9.0% |
| Senior Wastewater Systems Operator | 9.0% |

2.3 Standby Pay

- 2.3.1 Selected unit members 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 Unit members 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: forty dollars (\$40.00) per weekday evening, and one hundred dollars (\$100.00) per weekend day (and one hundred dollars (\$100.00) per day on holidays as defined in Article 8.3).
- 2.3.3 Standby requirements shall be in accordance with the adopted "Employee Standby Program Policy", which is incorporate herein.

Standby duty requires that the employee:

- 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 (1) hour; and,
 - Refrain from activities which might impair the ability of the employee to perform the assigned duties.
- 2.3.4 Should an employee who is not assigned to standby duty carry a pager or cellular telephone for his or her personal convenience, the employee shall not be compensated for standby time nor shall the employee be required to respond if paged or telephoned. Unit members carrying a pager or cellular telephone, but not compensated for standby time, shall not be restricted in their activities, location or availability.

2.4 Overtime, Call Back and Compensatory Time

- 2.4.1 Unit members shall be compensated at one and one half (1 ½) times the unit member's regular rate of pay, as defined in the Fair Labor Standards Act "FLSA" for hours worked in excess of forty (40) hours per each seven (7) day work period. A unit member assigned to a 9/80 or 4/10 work schedule shall have overtime accrued in accordance with his or her specific work schedule as provided for in Section 7.1.1.
- 2.4.2 The City shall continue its current practice of paying a minimum call back of two (2) hours for emergency callbacks of unit members for hours which are not contiguous to the unit members regular work shift. Unit members being

compensated for emergency standby shall receive one (1) hour minimum call back.

- 2.4.3 In lieu of overtime pay, unit members 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 ½) hours of compensatory time off for each hour of overtime worked, subject to the accrual maximum set forth in Section 2.4.4 below. Unit members 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 with 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 Unit members 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. Unit members who have reached the maximum accrual for compensatory time shall receive pay for any overtime worked while they are at the accrual maximum. (Also see Section 8.3.3.1).
- 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 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 or her accumulated compensatory time off (pro-rated for permanent part-time unit members); however, in order to do so the employee must provide prior written notification to the Administrative Services Department no later than December 31. (Also see Section 8.3.3.2)

ARTICLE III INCENTIVE PAYS

3.1 Education Incentive

3.1.1 Unit members 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, which may be amended from time to time.

3.1.2 Police employees in the classifications of Community Service Officer I & II shall be entitled to receive an additional two and one-half percent (2.5%) of his or her Base Salary per certificate, which will enhance his or her duties held to a maximum of five percent (5%) per employee. The certificates to be considered for Police Professionalization Pay include but are not limited to POST Basic Records, POST Records Supervisor/Management, POST Complaint Dispatch, POST Property/Evidence Certificate and CLETS Telecommunications Training for Trainers as approved in advance by the Chief of Police.

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 percent (3%) of Base Salary.
- Completion of ten (10) years of service to the City of Dixon: three percent (3%) of Base Salary.
- Completion of fifteen (15) years of service to the City of Dixon: four percent (4%) of Base Salary.

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

3.4 Special License Incentive

3.4.1 Any employee in the Public Works Division, who possesses a commercial class A License, is eligible to receive a one hundred dollar (\$100) per month incentive pay. Qualification is based on the need of the department and is subject to the Department Head's written approval. Special pay qualification will be considered annually by May every year.

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

4.1 Maintenance Workers

4.1.1 All Public Works Maintenance, Wastewater and Water unit members 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 Unit members receive eleven (11) sets of uniforms (shirts and pants) per two (2) 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 unit members discretion, in lieu of uniform shirts, the City will provide six (6) knit shirts per year with the City logo and the unit members 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 Department Head 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, Maintenance Workers performing non-hazardous tasks may be allowed to wear shorts during the hot weather months. Unit members 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 Public Works Maintenance, Wastewater, Transit, Building, Water and Engineering unit members shall be provided or reimbursed for safety jackets of a type and style approved by the Department Head that meet the minimum standard as established by the American National Standards Institute "ANSI".

- 4.1.4.2 Unit members required by the Department Head to wear safety shoes shall be provided or reimbursed for safety shoes of a type and style approved by the Department Head that meet the minimum standards as established by the American National Standards Institute “ANSI”.
- 4.1.4.3 To receive reimbursement, unit members must present proof of purchase, in a manner prescribed by the Department Head, indicating that the safety shoes and/or jackets were purchased. Unit members 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.
- 4.1.4.4 Unit members in the Water Operations Division required by the Department Head to collect meter readings shall be reimbursed for walking shoes for an amount not to exceed one hundred and fifty (\$150.00) annually. Employees may wear walking shoes in lieu of safety shoes during the monthly period of collection of meter readings.

To receive reimbursement, unit members must present proof of purchase, in a manner prescribed by the Department Head, indicating that the walking shoes were purchased. Walking shoes will be replaced in accordance with department policy.

4.2 Community Service Officers

- 4.2.1 Employees in the classification of Community Service Officers shall receive the following uniform allowance during the term of this MOU: One thousand dollars (\$1000) per year.
 - 4.2.1.1 Eligible employees may elect to receive their uniform allowance on a bi-weekly basis (subject to tax deductions), or have his/her uniform allowance paid directly to the City’s uniform vendor in order to purchase uniforms on a pre-tax basis. Employee shall make this election prior to June 30 of each year, to take effect July 1. If employee elects to direct their uniform allowance directly to the City’s uniform vendor, any allowances not spent directly with the vendor during the City’s fiscal year will be forfeited. If employee separates employment from the City and is no longer required to wear a uniform, they shall automatically forfeit any remaining allowances.

- 4.2.1.2 For employees that are Classic Members (as defined by PEPRA), CalPERS considers the uniform allowance to be a form of compensations. Therefore, the uniform amount will and reported to CalPERS on an annual basis in the same period received as part of the employee's annual gross income. For employees considered to be New Members (as defined by PEPRA), the uniform allowance amount will not be reported to CalPERS as special compensation in accordance with PEPRA.
- 4.2.1.3 In addition, for newly hired CSOs hired after July 1, 2019, the City will provide the first acquisition of non-sworn uniforms.
 - 1. Two (2) class A long sleeve shirts
 - 2. One (1) class A uniform pants
 - 3. Three (3) class B short sleeve shirts
 - 4. Two (2) class B uniforms pants
 - 5. One (1) uniform tie
 - 6. One (1) uniform tie bar
- 4.2.1.4 The cost of total uniform purchase for newly hired CSO shall not exceed \$1000. At the completion of 12 months of employment, the employee shall have the option to elect the uniform allowance in advance or have the allowance paid directly to the City's uniform vendor to purchase uniforms pre-tax.

4.3 Tools

- 4.3.1 In cases where tools or equipment are required by the City, to be furnished by the unit member, the City will provide a safe place for the storage of said tools.
- 4.3.2 The unit member shall give to his or her immediate supervisor, on an annual basis, a list of the tools provided by the employee.
- 4.3.3 The City shall fully compensate any unit member 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 unit member 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 unit member, or if it cannot be established that a theft actually took place.

4.4 Class A or B Drivers License and/or Endorsements

- 4.4.1 The City shall pay any costs for individuals taking required examinations for a Class A or B driver's license and/or endorsements, provided that the individual is required by the City, by virtue of the requirements of his or 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 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 Deferred Compensation Plans

5.2.1 All unit members covered by this MOU may participate in the Deferred Compensation Plans offered by the City by directing a portion of their Base 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.

5.3 PERS Retirement Plan Amendments

5.3.1 Military Buy Back

5.3.1.1 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.

5.3.2 PERS coverage for Permanent Part-Time Unit members

5.3.2.1 The City has amended its PERS contract to cover permanent part-time employees who work at least 20 hours per week.

5.3.3 Employee PERS Contributions

- Tier One - employees shall contribute eight percent (8%) of Base Salary to the PERS retirement plan.
- Tier Two - employees shall contribute seven percent (7%) of Base 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.

5.3.4 Employer PERS Contributions

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

- Tier One – unit members 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 – unit members 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%).

**ARTICLE VI
HEALTH AND RELATED**

6.1 Monthly Benefit Allowance

6.1.1 The City shall continue to contribute to each unit member's Monthly Benefit Allowance "MBA" as follows:

Full-Time Unit members: \$1,216.00 per month as taxable income.

Permanent Part-Time Unit members: Pro-rata share of \$1,216.00 per month based on the number of hours regularly worked as taxable income.

6.1.2 Effective the first pay period in January of 2019, unit members shall receive the following MBA as follows:

| | |
|---------------------------------|---|
| Employee only | \$1,216.00 |
| Employee + one (1) | \$1,216.00 |
| Employee + two or more (family) | 70% of the Kaiser (Bay Area) Employee + two or more (family rate) |

6.1.3 Effective the first pay period in January of 2020, Kaiser (Bay Area) CalPERS Health rates changes to Region 1 CalPERS Health rates.

6.1.4 Permanent Part-Time Unit members (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.

6.1.5 If no medical plan is chosen the Permanent Full-Time unit member will receive six hundred dollars (\$600.00) of the MBA as taxable income. Permanent Part-Time Unit members receive a pro-rata share of six hundred dollars (\$600.00) per month of the MBA based on the number of hours regularly worked as taxable income.

6.1.6 Affordable Care Act Compliance

Unit Members agree to maintain an eligible "opt out" program in compliance with the Affordable Care Act ("ACA"), by annually signing an attestation and adhering to the following criteria:

- Maintain Minimum Essential Coverage ("MEC") for Unit Member and their tax family dependents, as defined by the ACA, for the entire calendar year that they receive the MBA.

- If Unit Member cannot provide proof of MEC, Unit Member and any eligible dependents must enroll in the City's health plan program.
- If waiving coverage for Unit Member and their eligible Tax Family dependents, Unit Member must provide proof of "Group" health coverage.
- If Unit Member fails to provide the annual attestation, they waive eligibility to receive the MBA.
-

6.1.7 CalPERS Medical Unequal Contribution Method

- 6.1.7.1 From the appropriate MBA amount set forth above, the City will contribute under the PERS Medical Unequal Contribution Method for each unit member, the amount necessary to pay the costs of his or her enrollment, including the enrollment of family members in the CalPERS health benefits plan.
- 6.1.7.2 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.
- 6.1.7.3 The City shall pay the current CalPERS monthly administrative fees.

6.1.8 IRC Section 125 Plan (Cafeteria Plan)

- 6.1.8.1 The City will maintain an IRC Section 125 Plan (Cafeteria Plan) for the benefit of unit members.
- 6.1.8.2 After making the required contribution for medical insurance under the PERS Medical Unequal Contribution Method (See Section 6.1.7 above), the remaining dollars may be used by the unit member 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.
- 6.1.8.3 Plans currently offered include: Dental, Voluntary Vision, Long Term Care, Voluntary Group Life Insurance, and Supplemental Insurance Options.
- 6.1.8.4 The choice of insurance plan(s) is made once a year by unit members during the open enrollment period, at time of hire for new unit members, or when the unit member'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.

6.1.8.5 All unit members shall be covered by a health insurance plan, either as offered by the City or from another source.

(i) If a unit member 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 unit member must complete a City provided Health Insurance Waiver Form and provide proof of alternative health insurance plan coverage.

6.1.8.6 Flexible Spending Account – Unreimbursed Medical/Dependent Care.

(i) FSA participation begins January 1st 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 a unit member's dependent status changes. Services must be received during the plan period, which is January 1 through December 31. Employees may rollover up to Five Hundred Dollars (\$500) dollars into the next plan year. Any unused funds over \$500 will be forfeited. For plan details, contact Human Resources. Administration costs associated with the FSA plan(s) will be paid by the City.

6.2 Dependent Status Change/Verification

6.2.1 If a unit member's dependent status changes, the unit member 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 unit member's new rate will take effect on the first of the month following the prior 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 unit member being held financially responsible for any benefit overpayment. The unit member 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 unit member 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 CalPERS 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 unit members who are regularly scheduled to work thirty (30) hours per week or more. The monthly premium is paid by the City. Unit members are entitled to benefits after sixty (60) calendar day’s absence due to disability or 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 unit members 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

6.5.1 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 a unit member 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, great-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 unit members 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 unit members 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 unit members 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, or if the employee passes away while still employed with the City, according to the following schedule:

| Years of Service | Conversion Percentage |
|-------------------------|---|
| 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 unit members, 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 to unit members in accordance with the Family Medical Leave Act "FMLA", the California Family Rights Act "CFRA", and any other Federal or State laws governing unit members leave rights.

8.1.5 Sick Leave Bank

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

8.1.6 Bereavement Leave

In the event of a death of a Family Member (defined below), , each full-time or benefitted part-time unit member will be granted up to three (3) working days of paid bereavement leave per incident, if the employee is required to travel within the state of California. An employee will be granted up to five (5) working days of paid bereavement leave per incident, if the employee is required to travel outside the state of California.

"Family Member" is defined as child (including step-child), parent (including step-parent or parent-in-law), or spouse, registered domestic partner, grandparent, great-grandparent, grandchild, or sibling.

As soon as the need for a bereavement leave is known, the unit member, or someone on his or her behalf, must notify the unit member's immediate supervisor. The unit member 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 unit members will accrue vacation leave at the following rates:

- 3.7 hours biweekly from initial date of hire through the first five (5) completed years of employment (12 days annually, i.e. 96 hours).

- 4.62 hours biweekly after five (5) completed years of employment (15 days annually, i.e. 120 hours).
- 6.16 hours biweekly after ten (10) completed years of employment (20 days annually, i.e. 160 hours).
- 7.69 hours biweekly after fifteen (15) years of employment (25 days annually, i.e. 200 hours).

Permanent part-time unit members 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, unit members are entitled to receive payment at their current Base Salary 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 Years Day |
| 3rd Monday in January | Martin Luther King's Birthday |
| 3rd Monday in February | Washington's Birthday |
| Last Monday in May | Memorial Day |
| July 4th | Independence Day |
| 1st Monday in September | Labor Day |
| November 11 | Veterans Day |
| 4th Thursday in November | Thanksgiving Day |
| 4th 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.

8.3.2.1 Floating Holidays - 40 hour/week unit members

Unit members 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 unit member.

8.3.2.2 Floating Holidays – 9/80 Unit members

Unit members who work a 9/80 work schedule, shall be compensated at the rate of nine (9) hours per holiday. If a holiday falls on a unit member's regularly scheduled eight (8) hour work day, the unit member shall receive eight (8) hours of straight pay at the employee's Base Salary and one (1) hour of holiday compensatory pay for the holiday. These unit members shall be provided one (1) floating holiday per fiscal year.

8.3.2.3 Floating Holidays - Permanent Part-Time Unit members

Permanent part-time unit members 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-rata share of two (2) floating holidays per unit member, which may be taken by the unit member at a time selected by the unit member and subject to operational requirements and approval of the Department Head.

8.3.2.4 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.

8.3.3 Holiday Compensation - Maximum Balance

8.3.3.1 Maximum Accrual

The maximum accrual for compensatory time is one hundred forty four (144) hours. This includes holiday compensatory time and regular compensatory time. Unit members who have reached the maximum accrual for compensatory time shall receive one (1) times their regular rate of pay for any holiday compensatory time due the unit member while they are at the accrual maximum. (Also see Section 2.4.4)

8.3.3.2 Cash Out

Once per year, during the first full payroll period of January, the City will automatically "cash out" accumulated compensatory time

off at the unit member's regular rate of pay (as defined in the FLSA) to a balance of zero (0) hours. A unit member may choose not to "cash out" up to eighty (80) hours of his or her accumulated compensatory time off; however, in order to do so the unit member must provide prior written notification to the Administrative Services Department no later than December 31. (See Section 2.4.5)

**ARTICLE IX
MISCELLANEOUS**

9.1 Direct Deposit

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

9.2 Vehicle Policy

9.2.1 City vehicle use is to be consistent with the City of Dixon Vehicle Use Policy as may be amended from time to time, which shall be incorporated by reference into this Agreement. City vehicles are to be used for official City business. When using a City vehicle, unit members should always be aware of the public's perception with regard to the type of establishment visited, the purpose of the stop, and the length of the stop. Unless otherwise stated, all mileage reimbursement will be in accordance with IRS rates.

9.3 Drug and Alcohol Testing

9.3.1 City will comply with all applicable Federal regulations governing workplace anti-drug programs in the transportation industry. The City and Union have agreed on implementation of these regulations through the City of Dixon Substance Abuse Policy, which shall be incorporated by reference into this Agreement.

9.4 Contracting Out

9.4.1 Not less than sixty (60) calendar days prior to any final decision on contracting out to do unit work, the City will notify the Union of its intent to contract out. Upon request, the City will meet with the Union to explain the reasons that contract out is being considered, and to discuss the impact of the contract out on unit members. 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 the Union on the impact of the sub-contracting.

9.5 Salary Survey

9.5.1 The City and Local One do not anticipate conducting a salary survey during the Term of this Agreement. If a salary survey is conducted during the Term of this Agreement, the following Agencies will be used:

| | |
|-----------------|-----------|
| Benicia | Suisun |
| Davis | Vacaville |
| Fairfield | Vallejo |
| West Sacramento | Woodland |

9.5.2 The City and Local One agree the following classes are the benchmark classes for salary surveys:

| | |
|-------------------------------|---------------------------------|
| Account Clerk II | Equipment Mechanic II |
| Administrative Assistant | Maintenance Worker II |
| Administrative Clerk II | Police Records Clerk II |
| Building Inspector II | Transit Driver II |
| Building Plans Examiner II | Utilities Maintenance Worker II |
| Community Service Officer II | Engineering Technician II |
| Wastewater System Operator II | Water Operator II |

9.5.3 The City and Union 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, such as dealing with un-like positions, or the need to collect data from special districts for positions such as Transit and Wastewater, as examples.

9.5.4 The City and Local One will use the results of the benchmark classes salary survey to evaluate the salary differentials between the City and the agreed upon survey cities. If desired, the parties will use the results of the salary survey to provide proposals suggesting adjustments of either individual positions or a classification series.

9.6 Grievance Procedures, Disciplinary Actions and Appeal Procedures

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

9.7 Retroactive Pay

9.7.1 Retroactive pay will be issued within sixty (60) days from the signing of this contract.

9.8 Ongoing Discussion

9.8.1 The parties agree to maintain positive working relationships while addressing issues which may emerge prior to the next scheduled 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.

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 unit members; 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 the technology used in performing its work. City rights also include the right to determine the procedures and standards of selection for promotion, to relieve unit members 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 unit member grievances and personnel matters, and to determine the content of job classifications.

10.2 Productivity

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

10.3 New Employee Orientation

- A. The City of Dixon will make available a written statement to each new employee hired into a classification in any of the bargaining units represented by PEU Local One, that the employee's classification is represented by the Union.

- B. The City of Dixon will provide written notice to PEU Local One of all new employee orientations at least ten (10) calendar days prior to the event. The City of Dixon may provide less than ten (10) calendar days' notice to PEU Local One in instances where there is an urgent need critical to the City of Dixon's operation that was not reasonably foreseeable. In the event that the City of Dixon provides less than ten (10) calendar days' notice and PEU Local One is unable to attend the orientation because of the short notice, PEU Local One will be provided with the opportunity to meet with new employees before or after the orientation for up to thirty (30) minutes during City time.

- C. The new employee orientation notice provided to PEU Local One will include the date, time, and location of the orientation.

- D. Representatives of PEU Local One will be permitted to make a presentation of up to thirty (30) minutes at the beginning of the new employee orientation and may provide written materials to new employees.

10.4 Payment of Union Dues

- A. Payment of dues shall be by payroll deduction. Upon receipt of written certification by PEU Local One that an employee has signed a deduction authorization, the City will deduct the appropriate dues or fees from the employee's pay, as established and as may be changed from time to time by the Union and will remit such dues or fees to PEU Local One. Payroll deductions for new members authorizing dues deduction will become effective the first of the pay period following City's receipt of the written certification of authorization, as long as the written authorization is provided before 5:00 p.m. the Friday before the end of the pay period.
- B. If an employee requests to cancel or change the deduction, the request must be directed to PEU Local One rather than to the City. Deductions will continue unless the Union provides the City written notice of the revocation or modification. Payroll deductions will cease or be modified the first pay period following receipt of written certification from the Union that the employee has revoked or modified the deduction authorization for dues or fees as long as the written authorization is provided before 5:00 p.m. the Friday before the end of the pay period. Neither the City nor the Union will discriminate against any unit member because of the exercise of their statutory rights.

10.5 Union Request for Bargaining Unit Information

- A. The City of Dixon shall subsequently make available electronically updated Bargaining Unit information to PEU Local One by July 15th and January 15th of each year or upon request from the Union for an additional update. Subject to the provisions of Government Code Sections 3558 and 6254.3, the updated information shall include the name, job title, work location, home address, work, home and personal cell phone number and personal email address on file with the City of Dixon for employees represented by the bargaining unit. If the City of Dixon does not have the home and personal cell phone number or the personal email address on file, this information shall not be provided.
- B. The City and Union jointly agree that pursuant to Government Code Section 6254.3, home addresses, home and personal cellular phone numbers and personal email addresses of City employees are not public record and may be released to Union only in accordance with, and subject to the restrictions of Government Code Sections 3558 and 6254.3. City and Union agree that disclosure of the information to Union does not alter

the non-public character of that information, and that City's release of the information is intended only to aid the Union in its capacity as the employees' duly elected representative for purposes of collective bargaining, administration of this MOU, or to address labor and employment relations matters with the City. Any information released to the Union, pursuant to this section shall not cause the information to become a public record.

- C. Any information provided under this section shall be safeguarded by the Union, as required by California law.
- D. In accordance with Government Code section 3502.5(b), Union agrees to hold the City harmless from all claims, demands, suits, or other forms of liability that may arise against the City for or on account of any deduction made from the wages of such employees pursuant to this Side Letter or pursuant to the MOU.

**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 the Union.

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 the Union.

11.2.2 In the event of an unanticipated catastrophic decline in revenue or increase in expenditure, defined as a single event which changes revenue or expenditure by twenty percent (20%) or more in a single fiscal year, City and Union agree to meet and confer regarding methods to weather the event by means of including, but not limited to, layoffs, deferral of implementation of one or more provisions of this contract, increased revenue generation, etc.

11.2.3 Reopener

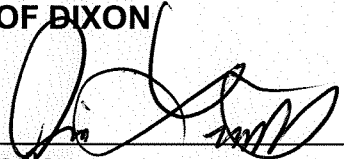
The City and the Union agree that should the City's revenue increase by twenty percent (20%) or higher in a single fiscal year either party may request to meet and confer on the topic of salary increases. Upon such request, the meet and confer process shall be convened.

ARTICLE XII

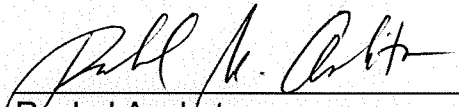
APPROVAL AND RATIFICATION

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

CITY OF DIXON



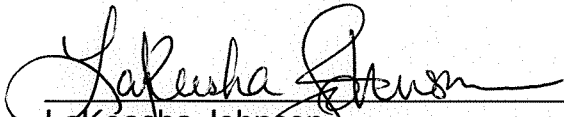
Jim Lindley
City Manager

 10/7/19


Rachel Ancheta
Human Resources Director

PUBLIC EMPLOYEES UNION, LOCAL ONE

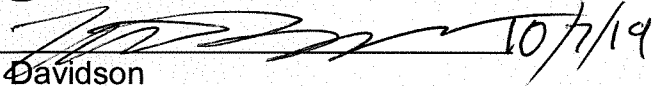
Local One Negotiating Team

 10/7/19

LaKeesha Johnson
Local One Business Agent

 10/7/2019

Josh Hudson
Local One Vice President

 10/7/19

Matt Davidson
Local One President

RESOLUTION NO. 19-184

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE PUBLIC EMPLOYEES UNION, LOCAL ONE AND THE CITY OF DIXON FOR THE PERIOD OF JULY 1, 2019 THROUGH JUNE 30, 2022 AND APPROVE A 2019-2020 BUDGET AMENDMENT.

WHEREAS, the City of Dixon and the Public Employees Union, Local One have bargained in good faith to bring forward the terms of a new Memorandum of Understanding; and

WHEREAS, the Memorandum of Understanding, attached as Exhibit A, covers a three year term effective July 1, 2019 through June 30, 2022; and

WHEREAS, the City Council has reviewed the Memorandum of Understanding between the City and Local One and finds it in conformance with the direction provided to the City's labor negotiators; and

WHEREAS, to account for the increases to salaries and benefits associated with approval of this MOU, a 2019-20 budget amendment is necessary to appropriate the funds.

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

BE IT FURTHER RESOLVED, that the City of Dixon Fiscal Year 2019-20 Budget is amended by \$197,279 as per Exhibit B of this resolution.

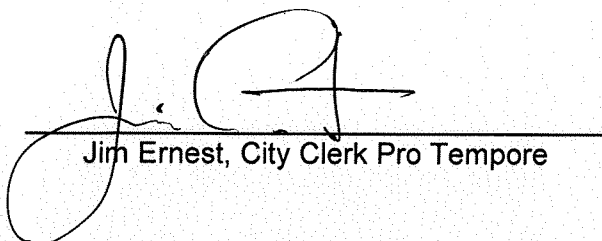
PASSED AND ADOPTED AS A RESOLUTION AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DIXON ON OCTOBER 1, 2019.

AYES: Bird, Ernest, Minnema, Pederson
NOES: None
ABSTAIN: None
ABSENT: Bogue

By:


Scott Pederson, Vice Mayor

ATTEST:


Jim Ernest, City Clerk Pro Tempore