

**CITY OF DIXON**  
**PERSONNEL RULES**

Adopted by Resolution 14-023  
February 11, 2014

## **PREFACE**

### TITLE AND SCOPE

This document shall be known as the “Personnel Rules” of the City of Dixon. These Rules shall govern all employees of the City. Individual department operating procedures or rules including standing orders shall be consistent with these Rules. In the event that a personnel practice, benefit, term, or condition of employment pursuant to an Employment Agreement or Memorandum of Understanding conflicts with these Rules, the Employment Agreement or Memorandum of Understanding shall prevail.

**Revisions to  
CITY OF DIXON  
PERSONNEL RULES**

<b>Revision Date</b>	<b>Resolution</b>	<b>Revised Section</b>
September 24, 2002	02-173	Rescinding any and all resolutions, including but not limited to, Resolution 98-177 and Resolution 8539, and approving the City of Dixon's Personnel Rules and Regulations.
February 10, 2009	09-023	Section 4.8.2 amended – Insurance
April 28, 2009	09-076	Section 1.30A added – Immediate Family Section 4.5.4.2 amended – Use of Sick Leave Section 4.5.5.5(1) amended – FMLA Section 4.5.5.5(8) added – Bereavement Leave
June 23, 2009	09-106	Section 4.5.5.5(7) amended- Excused Absences Without Pay
July 27, 2010	10-127	Section 3.3 amended – Nepotism Policy
July 26, 2011	11-105	Section 4.9.2.16 added – Conduct Unbecoming Section 4.9.2.17 added – Inability to Perform Job or Obtain Required License or Certification
March 13, 2012	12-031	Section 1.3.4 added – Mediation Section 1.3.6 added – Memorandum of Understanding Section 1.4.3 added – Recognized Employee Organization Section 2.15 added – Impasse Procedures Section 2.5.1 amended – Filing of an Exclusive Recognition Petition by Employee Organization
March 12, 2013	13-029	Section 4.12.7 added- Expungement of Written Reprimands
September 24, 2013	13-123	Section 3.11.4.2 amended – Criteria for Flexible Staffing

<b>Revision Date</b>	<b>Resolution</b>	<b>Revised Section</b>
January 28, 2014	14-016	Section 3.11.4.3 amended – Promotion of Employee Using Procedure for Flexible Staffing Section 3.4.2 amended – Classification Plan Administration
February 11, 2014	14-023	Section 2.5.4 amended – Election Procedure Section 2.9 amended – Procedure for Modification of Established Appropriate Units

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## **CHAPTER 1. DEFINITION OF TERMS**

### **1.1 Administrative Leave**

“Administrative leave” shall mean either: (a) a directed, mandatory period of leave with pay ordered by the City Manager; or (b) a period of paid leave, in addition to vacation leave, provided by the City Council to certain exempt employees in recognition of the extra hours of work required without overtime compensation. ”

### **1.2 Anniversary Date**

“Anniversary date” means the date of hiring, reclassification, promotion, demotion, or reinstatement of an employee as defined under reinstatement provisions. This is the date on which and from which employee benefits are computed including, but not necessarily limited to, salary increases, vacation, sick leave, and other excused absences. Leave accruals start from the day of employment. Flexible benefits are effective the first day of the month following date of hire.

### **1.3 Applicant**

“Applicant” means a person who has made formal application for employment pursuant to these Rules.

### **1.4 Appointment**

“Appointment” means a written offer to and acceptance by an applicant of employment in a position, either on a regular or non-regular employment basis, as defined in Section 1.26. Appointment shall be conditional on passing a pre-employment physical examination and drug screening as required for certain positions. Appointment to peace officer positions and certain positions in which incumbents come into contact with minors may be conditioned on background checks or other examinations as required by law.

### **1.5 Appropriate Unit**

An “appropriate unit” means a group of employees who the City Manager or the City Council has determined should have the opportunity to be represented by a single employee organization in matters concerning wages, hours, and working conditions pursuant to Chapter 2 of these Rules.

## **1.6 At Will Employee**

An “at will employee” is either a non-regular employee or a regular employee so designated in these Rules or the classification plan. An at will employee is appointed by and serves at the pleasure of the City Manager. All at will employees may be dismissed without cause, and may be subject to lesser discipline at the discretion of the City Manager. At will employees are not eligible for the disciplinary appeal procedures as provided for in Chapter 4 of these Rules.

## **1.7 Base Pay**

“Base pay” means an employee's salary excluding any special pay.

## **1.8 Certification**

“Certification” means the submission of names of eligible candidates from an appropriate eligibility list by the Human Resources Director to the City Manager.

## **1.9 City**

“City” means the City of Dixon, and, where appropriate refers to the City Council or any duly authorized City representative.

## **1.10 City Manager**

The “City Manager” is an exempt, at will employee who is appointed by and serves at the pleasure of the City Council. He or she serves as the administrative head of the City under the direction of the City Council. The City Manager appoints all other employees of the City and acts as the City's Affirmative Action Officer.

## **1.11 Classification**

“Classification” means the grouping under a common title of all employment positions similar in duties performed, the conditions under which they are performed and the assigned authority and responsibility.

## **1.12 Classification Plan**

“Classification plan” means the alphabetical listing of all classifications in the City with their respective salary ranges.

### **1.13 Compensation**

“Compensation” means the salary, wage, allowances, and all other forms of valuable consideration, earned by or paid to an employee by reason of service in any position.

### **1.14 Confidential Employee**

“Confidential employee” means an employee who, in the course of his/her duties, is (1) privy to decisions of the City Council or management affecting employer-employee relations; (2) has access to or possesses information relating to the City's employer-employee relations; or (3) who has access to confidential employee and financial records and/or other confidential information not generally available to the public. These positions shall be so designated in the classification plan.

### **1.15 Continuous Service**

“Continuous service” means a time period without interruption during which the employee has been employed by the City; specifically:

- a) A break in service shall occur for any unexcused absence or excused absence without pay greater than thirty (30) days and during any period of layoff;
- b) No break in service shall occur for any excused absences with pay.

### **1.16 Consult or Consultation**

“Consult” or “Consultation” means to communicate orally or in writing for the purpose of presenting and obtaining views or advising of intended actions; and, as distinguished from meeting and conferring in good faith, does not involve an exchange of proposals and counterproposals with an Exclusively Recognized Employee Organization in an endeavor to reach agreement in the form of a plan.

### **1.17 Day**

"Day" means calendar day unless expressly stated otherwise.

### **1.18 Demotion**

“Demotion” means the movement of an employee from one classification to another classification having a lower maximum base rate of pay. A demotion may be either disciplinary or undertaken for non-disciplinary reasons.

### **1.19 Department Head**

“Department Head” means the recognized head of a specific department in the City as designated by the City Manager. A Department Head is an at will, exempt employee.

### **1.20 Designee**

“Designee” means an employee designated to undertake actions or activities at the request and on behalf of a superior.

### **1.21 Disciplinary Action**

“Disciplinary action” means action taken by a supervisor resulting in the dismissal, demotion, reduction in pay, suspension, or reprimand, either oral or written, of an employee as a consequence of improper conduct.

### **1.22 Dismissal**

“Dismissal” means a disciplinary action involving the separation of an employee from City employment. Separation of an employee from City employment for non-disciplinary reasons, such as layoff or reorganization, shall not constitute dismissal.

### **1.23 Eligible Candidate**

“Eligible candidate” means a person who may legally be appointed to a vacant position within a given classification with the City by reason of prior employment, current employment, or as the result of successful passage of an entrance or promotional examination.

### **1.24 Eligibility List**

“Eligibility list” means a list of the names of eligible candidates for a classification.

### **1.25 Employee**

“Employee” means a person employed by the City and occupying an approved classification. Employees are considered to be either regular or non-regular.

#### **1.25.1 Regular Employees**

“Regular employees” consist of either regular full time employees, or regular part time employees.

### **1.25.1.1 Regular Full Time Employee**

A permanent employee who has been appointed to a position with the City, has successfully completed his/her probationary period and works forty (40) hours per week.

### **1.25.1.2 Regular Part Time Employee**

A permanent employee who has been appointed to a position with the City, who has successfully completed his/her probationary period and works less than forty (40) hours per week.

### **1.25.2 Non-Regular Employee**

“Non-regular employees” consist of either probationary employees, seasonal employees, or limited term/temporary employees. All non-regular employees serve at will.

#### **1.25.2.1 Probationary Employee**

An employee who is serving a probationary period. Upon successful completion of the probationary period, the employee shall become a regular employee.

#### **1.25.2.2 Seasonal Employee**

An employee assigned to work on less than a year round basis to cover seasonal peak workloads, emergency workloads of limited duration, necessary vacation and sick leave relief and other situations involving a fluctuating staff or fluctuating workload.

#### **1.25.2.3 Limited Term or Temporary Employee**

A nonpermanent employee who has been appointed to a position that has been established for a limited term, funded for a limited term, or funded by a program which governs the eligibility of the employee to hold the position as a participant in the program.

### **1.26 Employee Representative**

"Employee representative" means a person or persons designated and authorized by an Exclusively Recognized Employee Organization to represent the membership of that organization.

### **1.27 Evaluation Date**

"Evaluation date" means the date on which an employee performance appraisal, i.e. evaluation, is due.



## **1.28 Examination**

"Examination" means a test or group of tests that determine the bona fide occupational qualifications of the person seeking employment or promotion with the City.

## **1.29 Exclusively Recognized Employee Organization**

"Exclusively recognized employee organization" means an employee organization which has been formally acknowledged by the City as the sole employee organization representing the classifications and employees in an appropriate unit. An Exclusively Recognized Employee Organization has the exclusive right to meet and confer in good faith concerning statutorily required subjects pertaining to unit employees, and thereby assumes the corresponding obligation of fairly representing such employees.

## **1.30 Fair Labor Standards Act or FLSA**

"Fair Labor Standards Act" or "FLSA" means the federal Fair Labor Standards Act, 29 U.S.C. §201, et seq., as amended. To be an exempt employee, an employee must meet the definition of Professional, Administrative or Executive as defined under the FLSA as follows:

### **1.30.1 Exempt Employee**

"Exempt employee" means an employee who is exempt from the minimum wage and overtime requirements of the Federal Fair Labor Standard Act ("FLSA"). To be considered "exempt," an employee must work in a bona fide executive, administrative, or professional capacity and be paid on a salary basis as required by the FLSA. These positions shall be so designated in the classification plan.

#### **1.30.1.1 Administrative Employee**

"Administrative employee" shall mean an employee whose primary duty consists of responsible office or non-manual work directly related to management policies or general business operation requiring the exercise of discretion and independent judgment. An administrative employee works only under general supervision. In the City of Dixon, an administrative employee would typically be a mid-management employee.

#### **1.30.1.2 Executive Employee**

"Executive employee" means an exempt employee whose primary duty is the managing of a recognized department. An executive employee exercises discretionary

powers, is responsible for the formulation of City policy, and is relatively free from supervision. In the City of Dixon, an executive employee would typically be a Department Head.

### **1.30.1.3 Professional Employee**

"Professional employee" as defined by Government Code §3507.3, means an employee engaged in work requiring specialized knowledge and skill attained through completion of a recognized course of instruction, including, but not limited to, attorneys, physicians, registered nurses, engineers, architects, and the various types of physical, chemical, and biological scientists.

### **1.30.2 Non-Exempt Employee**

"Non-exempt employee" means an employee who is not a bona fide Executive, Administrative, or Professional employee as defined by the Federal Fair Labor Standards Act. Non-exempt employees earn overtime pay in accordance with the overtime requirements of the Fair Labor Standards Act.

### **1.30A Immediate Family**

Means the employee's parents, spouse, registered domestic partner (as registered with the California Secretary of State), child, sibling, half-sibling, grandparents, great grandparents, grandchild, great grandchild, brother or sister in law, daughter or son in law or parent in law. In each case the enumerated relatives shall also include those persons in a "step relative" relationship (such as, for example, step parents in addition to parents). In each case the enumerated in-law relationships shall also include persons who are registered domestic partners (such as, for example, the registered domestic partner of a spouse's parent).

### **1.31 Impasse**

"Impasse" means a deadlock in discussions between an exclusively recognized employee organization and the City Manager over any matters concerning which they are required to meet and confer in good faith, or over the scope of such subject matter.

### **1.32 Layoff**

"Layoff" means the termination of an employee without prejudice and for non-disciplinary reasons, including: necessity based on lack of funds or work; or reorganization or other reasons in the interest of economy or efficiency.

### **1.33 Mid-Management Employee**

"Mid-Management employee" means an exempt employee having substantial responsibility for formulating, administering, or managing the City policies and programs. Mid-Management employees generally supervise or make recommendations regarding personnel actions. These positions shall be so designated in the classification plan.

### **1.34 Mediation**

"Mediation" means effort by an impartial third party to assist in reconciling a dispute regarding wages, hours and other terms and conditions of employment between representatives of the public agency and the recognized employee organization or recognized employee organizations through interpretation, suggestion and advice.

### **1.35 Meet and Confer in Good Faith**

"Meet and confer in good faith" means the mutual obligation of the City and an exclusively recognized employee organization to personally meet and confer promptly upon request by either party and to continue meeting for a reasonable period of time in order to freely exchange information, opinions, and proposals and to endeavor to reach agreement on matters within the scope of representation.

### **1.36 Memorandum of Understanding**

"Memorandum of Understanding" ("MOU") means a written agreement between the employer and employee organization as a result of meeting and conferring in good faith under the Meyers-Milias-Brown Act. Memoranda of Understanding are not considered binding on the City until ratified by the City Council.

### **1.37 Oral Reprimand**

"Oral reprimand" means a formal disciplinary action consisting of a discussion with an employee by a supervisor in which the supervisor expresses dissatisfaction with the employee's performance or conduct.

### **1.38 Position**

"Position" means a group of duties and responsibilities with the City requiring the full time or part time employment of one (1) person.

### **1.39 Probationary Period**

"Probationary period" means a period during which an employee is required to demonstrate fitness for the classification to which the employee is appointed. Probationary period may mean either the initial period of employment during which an employee serves at will and may be dismissed without cause; or, that period of employment upon promotion, during which an employee's performance during the first year of employment in a new position is being assessed. Promotional probationary periods are not at will periods of employment. Unless specified otherwise the probationary period is twelve (12) months from the anniversary date.

### **1.40 Provisional/Acting Appointment**

The appointment of a person who possesses the minimum qualifications established for a particular class and who has been appointed to a position in that class in the absence of available eligibles, and/or for a limited period of time not to exceed eighteen (18) months. Accruals and flexible benefits will be calculated from an employee's home position. Where such appointments result in the placement of a non-exempt employee in an exempt position, administrative leave accruals will commence from the date of the appointment; however, the employee will no longer be eligible for overtime.

### **1.41 Reclassification**

"Reclassification" means a change in the classification placement of an employee by moving the employee to another classification on the basis of substantial changes in the kind, difficulty or responsibility of duties performed in the employed position, or to correct an improper classification.

### **1.42 Recall List**

"Recall list" means a list of persons, arranged in the order provided by these Rules, who have occupied classifications with the City and who have either been separated from City employment due to layoff, or who have accepted a reclassification to a lower classification in lieu of layoff and who, in accordance with these Rules, are entitled to have their names certified to the City Manager when vacancies in the classification from which they were separated or reclassified are available. A recall list may also include employees who requested in writing, prior to or at the time of layoff, to be recalled to a different classification which is in the same or lower salary range and which the employee

is immediately qualified to perform. An employee may remain on a recall list for a period of two (2) years from the date of layoff or reclassification in-lieu of layoff.

#### **1.43 Recognized Employee Organization**

“Recognized Employee Organization” means an employee organization which has been formally acknowledged by the City as the employee organization that represents the employees in an appropriate representation unit pursuant to Section 2.8 and is the only organization entitled to meet and confer on behalf of unit employees.

#### **1.44 Reduction in Pay**

“Reduction in pay” or “demotion in step” means the reduction of an employee's salary to a lower step within the salary range of the employee's classification as a result of a disciplinary action.

#### **1.45 Regular Rate of Pay**

“Regular rate of pay” includes base pay plus incentives and specialty pays, and is the rate used to calculate overtime, as defined within the provisions of the Fair Labor Standards Act.

#### **1.46 Reinstatement Provisions**

“Provided the service of a former probationary or permanent employee at the time of separation was rated at least acceptable, the employee may, in the sole discretion of the City Manager, be reinstated within two (2) years of the effective date of the separation. Such reinstatement may be to a position in the employee's former classification or to one in a comparable classification which does not carry a higher rate of pay and which the employee is qualified to perform. If an employee is reinstated as provided above, seniority and sick leave accrued to the date of resignation may be restored, at the discretion of the Human Resources Director. In no event, however, will the City restore credits for vacation and sick leave paid out at the time of separation. Employees reinstated may be required to serve a probationary period, at the option of the City Manager.

#### **1.47 Response Meeting**

“Response meeting” or “Skelly meeting” or “Skelly hearing” means a meeting with the City Manager following notice to an employee of proposed discipline.

#### **1.48 Salary Range**

"Salary range" means the designated base pay as steps A, B, C, D, and E, for each position in the classification plan, with the exception of those positions that have an F Step in recognition of longevity.

#### **1.49 Scope of Representation**

"Scope of representation" means all matters relating to employment conditions and employer-employee relations, including but not limited to, wages, hours, and other terms and conditions of employment, except, however, the scope of representation shall not include consideration of the merits, necessity, or organization of any services or activity allowed by law or executive order, or those matters reserved as management rights in Chapter 2 of these Rules.

#### **1.50 Seniority**

"Seniority" means an employee has served a greater amount of time in the same classification than another employee. Seniority shall be determined by the amount of time an employee has been employed by the City in a given classification less any breaks in continuous service. Maternity and Family and Medical Leave are not considered a break in service for purposes of seniority. If two (2) or more employees have the same length of service in the same classification, seniority shall be determined by overall employment within the City. If two (2) or more employees have the same length of service with the City, seniority shall be determined by lot.

#### **1.51 Separation**

"Separation" means the termination of employment. Separation may be either a dismissal, which is disciplinary in nature, or non-disciplinary. Non-disciplinary separation includes voluntary resignations, layoff or reduction in force and termination of probationary or other at will employment. Flexible benefits and leave accruals end on the day of separation.

#### **1.52 Special Pay**

"Special pay" means any premium pay relating to terms and conditions of employment which includes, but is not limited to, shift differential, overtime, standby, educational incentive pay, longevity pay, incentive pay, and a 5% pay differential for

employees working out of class for more than 5 days, e.g., when covering a supervisor's absence while on vacation.

### **1.53 Step Increase**

"Step increase" means a salary increase within the step increments of the salary range established for a classification. For example, an increase from step A to step B in a salary range is a step increase.

### **1.54 Supervisory Employee**

"Supervisory employee" means a nonexempt employee with the responsibility for assigning and directing the work of other employees and handling grievances, or effectively recommending such action if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. A supervisory employee may have the responsibility to recommend hiring, rewarding, or disciplining employees under his/her charge. A supervisory employee is distinguished from a management employee, in that the latter has substantial responsibility for formulating and managing City policies

### **1.55 Suspension**

"Suspension" means removal of an employee from his/her position without pay for a disciplinary purpose. Exempt employees are not subject to suspensions of less than one workweek, except in the case of serious safety violations.

### **1.56 Title**

"Title" means the designation given to, or name applied to, a classification and to the legally appointed incumbent of said classification.

### **1.57 Transfer**

"Transfer" means the change of an employee from one position to another position in the same classification but in a different department.

### **1.58 Week**

"Week" is defined as seven (7) consecutive days commencing at 12:01 am Sunday and ending at midnight the following Saturday. For staff working a 9/80 schedule with Mondays off for example, the workweek begins at 12:00 noon on Monday and ends

at 11:59 a.m. the following Monday. For staff working a 9/80 schedule with Fridays off, the workweek begins at 12:00 noon on Friday and ends at 11:59 a.m. the following Friday.

### **1.59 Workday/Workweek**

“Workday” is defined as eight (8) hours of work performed, not including any unpaid non-work time, within a day. A standard “workweek” is defined as forty (40) hours of work performed, not including any unpaid non-work time, within a week. The definitions of standard workday and standard workweek, however, are not to be construed as a guarantee of any specific number of hours to be worked in any day, or days to be worked in any week. Further, Public Safety (Fire) employees have a workweek as defined under the Fair Labor Standards Act.

### **1.60 Written Reprimand**

“Written reprimand” means a disciplinary action consisting of a written memorandum given to the employee by his/her supervisor or Department Head wherein the supervisor expresses dissatisfaction with the employee's performance or conduct.



## **Chapter 2. EMPLOYER/EMPLOYEE RELATIONS**

### **2.1 Purpose**

It is the purpose of this Chapter to implement the Myers-Milias-Brown Act (Government Code Section 3500 et seq.) by promoting full communication between the City and its employees regarding wages, hours, and other terms and conditions of employment. It is also the purpose of this Chapter to promote the improvement of personnel management and employer/employee relations within the City by providing a uniform basis for recognizing the right of the employees of the City to join, or to refrain from joining, organizations of their own choice and be represented, or not be represented, by such organizations in their employment relationships with the City.

Nothing in this Chapter shall be deemed to supersede the provisions of existing State law or City ordinances, resolutions, and rules which establish, regulate, and provide for other methods of administering employer/employee relations. These provisions are intended, instead, to strengthen all other methods of administering employer/employee relations through the establishment of uniform and orderly methods of communication between the employees of the City.

Nothing in these provisions shall interfere with the right of the City Council to manage the affairs of the City in the most economical and efficient manner and in its best interest and according to its governing laws, including, but not limited to, the merits, necessity, or organization of any service or activity allowed by law.

These Rules and regulations provide procedures for consulting with regard to the adoption of Rules and regulations for the administration of employer/employee relations, and for meeting and conferring in good faith with recognized employee organizations regarding matters which directly affect and primarily involve wages, hours, and other terms and conditions of employment of employees in appropriate units and that are not preempted by Federal or State law.

### **2.2 Employee Rights**

Except as otherwise provided by law or limited by a specific term of a labor agreement, employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters within the scope or representation. Employees also shall have the right to refuse

to join and participate in the activities of the employee organization and shall have the right to represent themselves individually in their employment relations.

No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by any employee organization because of the exercise of these rights.

Professional employees have the right to be represented separately from non-professional employees by a professional employee organization consisting of such professional employees.

In accordance with Government Code Section §3508, the City will not prohibit the right of its employees who are full time "peace officers" , to join or participate in employee organizations which are composed solely of such peace officers.

## **2.3 City Rights**

### **2.3.1 List of Management Rights**

Except as otherwise limited by a specific term of a labor agreement, the City has, and retains the sole and exclusive rights and functions of management, including, but not limited to, the following:

To determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.

To manage all facilities and operations of the City including the methods, means and personnel by which the City operations are to be conducted.

To schedule working hours and assign work.

To establish, modify, or change work schedules or standards.

To direct the workforce, including the right to hire, assign, promote, demote, or transfer an employee.

To determine the location of all work assignments and facilities.

To determine the layout and the machinery, equipment or materials to be used.

To determine processes, techniques, methods and means of all operations, including changes, allocations, or adjustments of any machinery or equipment.

To determine the size and composition of the work force.

To determine policy and procedures affecting the selection or training of employees.

To establish, assess and implement employee performance standards, including, but not limited to, quality and quantity standards; the assessment of employee performances; and the procedures for said assessment.

To control and determine the use and location of City employees, property, material, machinery, or equipment.

To schedule the operation of, and to determine the number and duration of shifts.

To determine and enforce safety, health, and property protection measures and require adherence thereto.

To transfer work from one job site to another or from one location or unit to another.

To introduce new, improved, or different methods of operations, or to change existing methods.

To layoff employees from duty for lack of work, lack of funds, or any other reason.

To reprimand, suspend, discharge, or otherwise discipline employees.

To discharge probationary employees without right of appeal.

To establish, modify, determine, or eliminate job classifications and allocate City positions to such classifications.

To promulgate, modify, and enforce work rules, safety rules, and regulations.

To take such other and further action as may be necessary to organize and operate the City in the most efficient and economical manner and in the best interest of the public it serves.

To take all necessary actions to prepare for and carry out its mission in emergencies.

To contract or subcontract construction, services, maintenance, distribution, or any other work with outside public or private entities.

### **2.3.2 Effect of Arbitration**

No arbitrator shall have the authority to diminish any of the City rights included in this section.

### **2.3.3 Effect of Meeting and Confering**

Any agreement by the City to meet and confer or meet and consult over the effect of the exercising of a City right shall not in any way impair the right of the City to exercise and implement any of its rights.

## **2.4 Rights of Exclusively Recognized Employee Organizations**

An Exclusively Recognized Employee Organization shall have the following rights:

To represent its members in their employment relations with the City and to meet and confer in good faith with the City Manager or his/her designee on matters within the scope of representation.

The reasonable use of City facilities for meeting upon timely written or oral application stating the purpose for such use. Such use shall not interfere with normal City business or use of the facility. The City reserves the right to condition such use on payment of appropriate charges to offset the cost of such use of the facilities.

To install a bulletin board for exclusive use by employee organizations. All material shall be posted upon the bulletin board and not upon walls, doors, file cabinets, or any other place. Posted materials shall not be obscene, defamatory, or of a partisan political nature, misleading, violative of any Federal, State, or local ordinance, law, statute or rule. Such material shall not pertain to public issues which do not involve the City and its relations with employees. All posted materials shall be neatly displayed and bear the identity of the sponsor and the date of posting. Unless special arrangements are made, the materials posted will be removed thirty-one (31) days after the date of posting. The City reserves the right to determine where bulletin boards may be used. Any employee organization that does not abide by these Rules may forfeit its right to have a bulletin board.

To reasonable access to non-confidential information pertaining to employment relations as contained in the public records of the City, subject to limitations and conditions set forth in this Rule and the California Public Records Act, §§6250-6260 of the California Government Code. Such information will be made available during regular

office hours and after payment of reasonable cost, where applicable. Nothing herein shall be construed to require disclosures which constitute an unwarranted invasion of privacy or are gathered pursuant to promises to keep the source confidential. Nor shall anything herein be construed to require disclosure of records that are working papers or memoranda not retained in the ordinary course of business, records pertaining to the litigation to which the City is party, or to claims or appeals which have not been settled. The City shall not be required to do research or assemble data in a manner other than that usually done by the City.

Except in cases of emergency as provided herein, to have reasonable written notice of any proposed ordinance, rule, resolution, or regulations directly relating to matters within the scope of its representation and the opportunity to meet and consult with the City Manager or his/her designee prior to the adoption of such proposal. In cases of emergency when the City Council determines that an ordinance, rule, resolution, or regulation must be adopted immediately without prior notice or meeting and conferring with an Exclusively Recognized Employee Organization, the City Manager or his/her designee shall provide such notice and opportunity to meet and confer at the earliest practical time following the adoption of such ordinance, rules, resolution, or regulation.

To have an employee representative who may contact members of his/her organization in City facilities provided he/she has first made arrangements with the Department Heads and has arranged for a time not during regular work time. This right does not extend to contacting City employees who are not members of the particular exclusively recognized employee organization. Soliciting membership or representation rights in an employee organization shall not be done in City facilities.

To have a reasonable number of employee representatives allowed reasonable time off without loss of compensation or other benefits when formally meeting and conferring with the City Manager about matters within the scope of representation.

Any other rights granted recognized employee organizations by the Myers-Milias-Brown Act, §§3500-3511 of the California Government Code.

## **2.5 Representation Proceedings**

### **2.5.1 Filing of an Exclusive Recognition Petition by Employee Organization**

The City will grant recognition to an employee organization only on an exclusive recognition basis. An employee organization that seeks to be formally acknowledged as the exclusively recognized employee organization representing employees in an appropriate unit, shall file a petition with the City Manager containing the following information and documentation:

Name and address of the employee organization;

Names and titles of its officers;

Names of employee organization representatives.

A statement that the employee organization has as one of its primary purposes the responsibility of representing employees in their employment relations with the City.

A statement whether the employee organization is a chapter of, or affiliated directly or indirectly in any manner, with a local, regional, state, national, or international organization, and if so, the name and address of each such other organization.

Certified copies of the employee organization's constitution and by-laws.

A designation of those persons, not exceeding two (2) in number, and their address to whom notice should be sent by regular United States mail to be deemed sufficient notice on the employee organization for any purpose.

A statement that the employee organization has no restriction on membership based on race, color, creed, sex, national origin, age, marital status, or physical disability.

The job classifications or position titles of employees in the unit claimed to be appropriate and the approximate number of member employees in each classification or position title.

A statement that the employee organization has in its possession proof of employees support to establish that thirty (30%) percent of the employees in the unit claimed to be appropriate have designated the employee organization to represent them in their employment relations with the City. Such written proof shall be submitted for confirmation to the City Manager.

A request that the City Manager formally acknowledge the petitioner as the Exclusively Recognized Employee Organization representing the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith. The petition, including the proof of employees support and all accompanying documentation, shall be declared to be true, correct, and complete, under penalty of perjury, by the duly authorized officer(s) of the employee organization executing it.

All changes in the information filed with the City by an Exclusively Recognized Employee Organization under this Section shall be submitted in writing to the City Manager within fourteen (14) days of such change.

### **2.5.2 City Response to Recognition Petition**

Upon receiving the petition, the City Manager shall determine whether:

There has been compliance with the requirements of a recognition petition, and

That the proposed representation unit is an appropriate unit in accordance with Section 2.9 of these Rules.

If an affirmative determination is made by the City Manager on the foregoing two (2) matters, he/she shall so inform the petitioning employee organization, shall give written notice of such request for recognition to the employees in the unit, and shall take no action on said request for thirty (30) days thereafter. In the event that proof of employees' support is in excess of seventy (70%) percent, the City Manager may waive the waiting period and respond affirmatively to the recognition petition and proceed with the election pursuant to Section 2.5.4 of these Rules.

If either of the foregoing matters are not affirmatively determined, the City Manager shall offer to consult with such petitioning employee organization. If such determination thereafter remains unchanged, the City Manager shall inform the employee organization that it may appeal such determination in accordance with Section 2.11 of these Rules.

### **2.5.3 Open Period of Filing Challenging Petition**

Within thirty (30) days of the date written notice was given to affected employees that a valid recognition petition for an appropriate unit has been filed, any other employee organization may file a competing request to be formally acknowledged as the Exclusively Recognized Employee Organization of the employees in the same unit, by filing a petition

evidencing proof of employees support in the unit of at least thirty (30%) percent and otherwise in the same form and manner as set forth in Section 2.5.1 of these Rules.

#### **2.5.4 Election Procedure**

In all cases, when a valid petition for recognition has been filed, the City Manager shall arrange for a secret ballot election to be conducted by a third party agreed to by the City Manager and the concerned employee organization(s). This election shall be in accordance with the third party's rules and procedures except as may be modified by the provisions of these Rules and regulations. All employee organizations who have duly submitted petitions which have been determined to be in conformance with this Chapter shall be included on the ballot. The ballot shall also reserve to employees the choice of representing themselves individually in their employment relations with the City. Employees entitled to vote in such election shall be those persons who were employed as regular employees within the entire original, established Bargaining Unit; and who were so employed immediately prior to a date which is not less than fifteen (15) days before the date the election commences, including those so employed but who did not work because of illness, vacation, or other excused absences. An employee organization shall be formally acknowledged by the City Manager as the Exclusively Recognized Employee Organization for the designated appropriate unit following an election or run-off election if the employee organization receives a numerical majority of all valid votes cast in the election.

In an election involving three (3) or more choices, where none of the choices receive a majority of the valid votes cast, a run-off election shall be conducted between the two (2) choices receiving the largest number of valid votes cast; the rules governing an initial election being applicable to a run-off election.

There shall be no more than one (1) valid election affecting the same unit in a twelve (12) month period.

In the event that the parties are unable to agree on a third party to conduct an election, the election shall be conducted by the State Conciliation Service.

Costs of conducting an election shall be borne in equal shares by the City and by each employee organization appearing on the ballot.



## **2.6 Revocation of Recognition**

The City Council may revoke the recognition of an Exclusively Recognized Employee Organization that:

Repeatedly violates any Federal, State or Local law or any rule adopted herein for orderly and responsible employer/employee relations.

Intentionally furnishes any false information to the City in any report required herein.

Ceases to represent employees of the City. Cessation of representation may be presumed by failure to respond to inquiries concerning representation after sixty (60) days.

Unlawfully discriminates in practice or as contained in the organization's by-laws or constitution.

Fails to maintain as members at least one-half (1/2) of regular employees in the appropriate bargaining unit.

## **2.7 Procedure for Decertification of Exclusively Recognized Employee Organization or Its Replacement**

A decertification petition alleging that the incumbent Exclusively Recognized Organization no longer represents the majority of the employees in an established appropriate unit may be filed with the City Manager. A decertification petition may be filed by two (2) or more employees of the unit or their representative or an employee organization seeking to replace the incumbent Exclusively Recognized Employee Organization and shall contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct, and complete:

The name, address, and telephone number of the petitioner and a designated representative authorized to receive notices or request for further information.

The name of the established appropriate unit and of the incumbent Exclusively Recognized Employee Organization sought to be decertified as the representative of that unit.

An allegation that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in the appropriate unit, and any other relevant material or facts relating thereto.

Proof of employee support that at least thirty (30%) percent of the employees in the established appropriate unit no longer desire to be represented by the incumbent Exclusively Recognized Employee Organization. Such proof shall be submitted for confirmation to the City Manager.

An employee organization may, in lieu of the decertification petition, file a petition under this Section in the form of a recognition petition that evidences proof of employee support of at least thirty (30%) percent that includes the information, and otherwise conforms to the requirements of Section 2.5.1.

The City Manager shall initially determine whether the petition for decertification or recognition petition has been filed in compliance with the applicable provisions of this Chapter. If his/her determination is in the negative, the City Manager shall offer to consult thereon with the representative(s) of such petitioning employees or employee organization, and, if such determination thereafter remains unchanged, shall return such petition to the employees or employee organization with a statement of the reasons therefore in writing. The petitioning employees or employee organization may appeal such determination in accordance with Section 2.11 of these Rules.

If the determination of the City Manager is in the affirmative, the City Manager shall give written notice of such decertification or recognition petition to the incumbent Exclusively Recognized Employee Organization and to unit employees.

In the case where a recognition petition has been filed and the City Manager has determined that the unit is appropriate, the City Manager shall thereupon arrange for a secret ballot election to be held on or about fifteen (15) days after such notice to determine the wishes of the unit employees as to the question of representation. Such election shall be conducted in conformance with Section 2.5.4.

## **2.8 Policy and Standard for Determination of Appropriate Units**

The policy objectives in determining the appropriateness of units shall be the effect of the proposed unit on the efficient operations of the City and its compatibility with the primary responsibility of the City and its employees to effectively and economically serve the public, and to provide the employees with effective representation based on recognized community of interest considerations. These policy objectives require that the appropriate unit shall be the broadest feasible grouping of positions that share an identifiable community of interest. Factors to be considered shall be:

Similarity of the general kinds of work performed, types of qualifications required, and the general working conditions.

History of representation in the City and similar employment; except, however, that no unit shall be deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit have organized.

Consistency with the organizational patterns of the City.

Number of employees and classifications, and the effect on the administration of the employer/employee relations created by the fragmentation of classifications and proliferation of units.

Effect on the classification structure and impact on the stability of the employer/employee relationship of dividing a single or related classification among two (2) or more units.

Notwithstanding the foregoing provisions of this Section, managerial, supervisory, and confidential employee classifications, as defined in Chapter 1 of these Rules, are determining factors in establishing appropriate units hereunder, and therefore managerial, supervisory, and confidential employees may only be included in a unit consisting solely of managerial, supervisory, and confidential employees respectively. Managerial, supervisory, and confidential employees may not represent any employee organization which represents other employees. Exceptions to this rule may exist pursuant to a memorandum of understanding or appropriate unit determination.

## **2.9 Procedure for Modification of Established Appropriate Units**

Requests by an employee organization for modifications of established appropriate units may be considered by the City Manager. Such request shall be submitted in writing and contain proof of employee support of at least thirty (30%) percent of the entire original, established Bargaining Unit proposed for modification. All current employees within the original, established bargaining unit shall vote under the procedure outlined in Section 2.5.4 of these rules, for unit modifications. The request shall also contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set forth in Section 2.9. The City Manager shall consider if the modification is appropriate by applying the standards in Section 2.9 of these Rules.

If an affirmative determination is made by the City Manager, he/she shall so inform the petitioning employee organization, shall give written notice of such request for modification to the employees in the unit, and shall take no action on said request for thirty (30) days thereafter. In the event that the petitioning employee organization provides proof of employee support in excess of seventy percent (70%), the City Manager may waive the waiting period and respond affirmatively to the modification request and proceed with the election pursuant to Section 2.5.4 of these Rules.

If an affirmative determination is not made by the City Manager, he/she shall offer to consult with such petitioning employee organization. If such determination thereafter remains unchanged, the City Manager shall inform the employee organization that it may appeal such determination in accordance with Section 2.11 of these Rules.

The City Manager may propose that an established unit be modified. The City Manager shall give written notice of the proposed modification(s) to any affected employee organization and shall consult concerning the proposed modification(s), at which time all affected employee organizations shall be heard. Any requests for information from an affected employee organization shall be responded to within ten (10) days of the request. Thereafter, the City Manager shall determine the composition of the appropriate unit or units in accordance with the factors outlined in Section 2.9, and shall give written notice of such determination to the affected employee organizations. The City Manager's determination may be appealed as provided in Section 2.11. If a unit is modified pursuant to the motion of the City Manager hereunder, employee organizations may thereafter file recognition petitions seeking to become the Exclusively Recognized Employee Organization for such new appropriate unit or units pursuant to Section 2.5.1.

An appropriate unit may be modified to include a new position at the time the classification description is adopted by the City Council. The City Manager and unit representative may agree to dispense with all of the requirements as set forth in this section in the event that the proposed modification not so complex as to warrant such formality.

## **2.10 Appeal Procedure**

An employee organization aggrieved by an appropriate unit determination or modification of the City Manager, may within ten (10) days of notice of the City Manager's determination, appeal such determination to the City Council for final decision.

An employee organization aggrieved by a determination of the City Manager that an exclusive recognition petition (Section 2.5.1); challenging petition (Section 2.5.3); decertification petition (Section 2.7); or modification petition (Section 2.9) had not been filed in compliance with the applicable provisions of this Chapter may, within ten (10) days of notice of such determination, appeal to the City Council for final decision.

Appeals to the City Council shall be filed in writing with the City Clerk, and a copy served on the City Manager. The City Council shall begin to consider the matter within thirty (30) days of the filing of the appeal. The decision of the City Council determining the substance of the dispute shall be final and binding.

## **2.11 Memorandum of Understanding**

If agreement is reached by the representatives of the City and an Exclusively Recognized Employee Organization, they shall jointly prepare a written memorandum of such understanding and present it to the City Council for ratification. The Memorandum of Understanding will not become effective and binding until and unless the City Council ratifies it.

## **2.12 Payroll Deductions**

An Exclusively Recognized Employee Organization may request that payroll deductions be made for payment of organization membership dues. The providing of such service to the Exclusively Recognized Employee Organization by the City shall be contingent upon and in accordance with the provisions of the Memorandum of Understanding and must be approved in writing by each employee on a payroll deduction authorization card provided by the City.

### **2.12.1 Construction**

Nothing contained herein shall be construed to deny to any person or employee any rights guaranteed by law or nor shall the rights, powers, and authorities of the City be modified or restricted hereby.

## **2.13 Severability**

If any provision contained herein, or the application of such to any person or circumstance, be held invalid, the remainder thereof or the application to persons or circumstances other than those as to which it was held invalid, shall not be affected thereby.

## 2.14 Individual Representation

Nothing contained herein shall deny an individual the right to negotiate his/her own agreement or to enforce such individual employment agreement.

## 2.15 Impasse Procedures

- (a) **Applicability.** The provisions of this section shall apply to disputes between the City and an employee organization pertaining to matters within the scope of representation under the Meyers-Milias-Brown Act regarding matters contained in or proposed for a memorandum of understanding, which remain unresolved following good faith negotiations. This section also shall apply to any other disputes that are required by law to be submitted to mandatory non-binding factfinding under California Government Code section 3505.4 et seq.
- (b) **Declaration of Impasse and Scheduling of Impasse Meeting.** If the meet and confer process has reached an impasse as defined in this Resolution, either party may declare impasse and invoke impasse procedures by submitting to the other a written declaration of impasse, together with a statement in detail of its position on all disputed issues. An impasse meeting shall then be scheduled by the Employee Relations Officer. The purpose of such impasse meeting shall be:
1. To identify and specify in writing the issue or issues that remain in dispute;
  2. To review the position of the parties in a final effort to resolve such disputed issue or issues; and
  3. If the dispute is not resolved, to discuss arrangements for the utilization of the impasse procedures provided herein.
- (c) **Option for Mediation.** If the parties agree to submit the dispute to mediation, and agree on selection of a mediator, the dispute shall be submitted to mediation. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues. If the parties do not agree to utilize mediation and agree on a mediator within ten (10) days following the date that either party provided the other with a written notice of a declaration of impasse, the dispute shall not be submitted to mediation; and the exclusive representative will have the option to request fact finding in accordance with Section 2.15(d)(2), below.

(d) **Request for Factfinding.** An exclusive representative may request that the parties' differences be submitted to a factfinding panel pursuant to California Government Code section 3505.4. Such a request may be filed with the California Public Employment Relations Board:

1. Not sooner than thirty (30) days, but not more than forty-five (45) days, following the appointment or selection of a mediator pursuant to the parties' agreement; or
2. If the parties' dispute is not submitted to mediation, not later than thirty (30) days following the date that either party provides the other with a written notice of a declaration of impasse.

(e) **Selection of the Members of the Factfinding Panel.**

1. *Unilaterally Selected Members.* The City and the employee organization shall each unilaterally designate one panel member. In accordance with Government Code section 3505.4(a), these selections shall be made within five (5) days of the City receiving an employee organization's written request for factfinding.
2. *Chairperson.* In accordance with PERB Regulation 32804, PERB will, within five (5) days of determining that a request for factfinding is sufficient, provide the parties with a list of seven (7) neutral factfinders.
  - a. Mutual Agreement on a Chairperson
    - i. *Use of a Binding Strike Process.* The parties may agree at any time, either before or after receiving the list, to reach mutual agreement on a chairperson by using the list to participate in a strike process, the results of which will be binding upon the parties. Should the parties agree to use a binding strike process, the individual selected as a result of this process shall be considered by both parties to be "mutually agreed upon" under Government Code section 3505.4(b) and PERB Regulation 32804.
    - ii. *Agreement Through Other Means.* If the parties do not agree to use a binding strike process, the parties may otherwise mutually

agree to designate as chairperson any individual from the list provided by PERB; or any other individual.

- b. Default Designation of a Chairperson by PERB. In the event the parties do not notify PERB within five (5) working days (days on which PERB is officially open for business) that they have mutually agreed upon a person to chair the panel (either by using a binding strike process or otherwise), PERB will designate one of the seven persons on the list.
- c. Mutual Agreement May Override PERB Designation. In accordance with Government Code section 3505.4(b), the parties may, within five (5) days of PERB's designation of a chairperson, notify PERB that the parties have mutually agreed on a chairperson (either by using a binding strike process or otherwise) in lieu of the individual previously selected by PERB.

(f) **Confidential Hearings and Deliberations of Factfinding Panel.** Unless otherwise mandated by state law, hearings before the factfinding panel and deliberations of the factfinding panel shall be confidential and closed to the public.

(g) **Considerations for Factfinding Panel.** In addition to specific criteria that the factfinding panel must consider by law, the panel shall consider, weigh, and be guided by the following additional criteria:

- a. The City's ability to meet the total cost of the contract from current and projected on-going City revenues;
- b. The costs to the City of funding all city services, programs and activities, including but not limited to costs related to personnel, contracts, liabilities, debt service, supplies and materials, maintenance of appropriate reserves as provided by City policy, and infrastructure maintenance and improvements as determined by the Council;
- c. The City's ability to recruit and retain employees;
- d. The total compensation, and rate of increase or decrease in total compensation, for other City bargaining units and unrepresented



employees, excluding any special adjustments specific to a classification or subset of a unit;

- e. Overall City goals and policies related to employee compensation and benefits and other terms and conditions of employment; and
- f. The economic climate and fiscal health of the State of California and the nation as a whole.

(h) **Factfinding Report and Recommended Terms of Settlement.** The factfinding panel shall limit its findings and recommendations to matters within the scope of representation, unless the parties mutually agree in writing to submit additional issues to the panel that are non-mandatory subjects. The City shall make the Panel's findings and recommendations publicly available within ten (10) days of receiving them.

(i) **Implementation of Last, Best and Final Offer.** Upon the exhaustion of the impasse procedures described herein, but no earlier than ten (10) days after the issuance of the Factfinding Panel's issuance of its written findings and recommended terms for settlement, and after the City has held a public hearing regarding the impasse, the City may implement its last, best and final offer.

(j) **Waiver of Factfinding.** Notwithstanding any other provision of this section, the employee organization may choose not to engage in factfinding or to discontinue factfinding at any time after a declaration of impasse by either party by notifying the City in writing that it waives its right to engage in and/or complete the factfinding process. Written waivers shall be irrevocable. Upon receiving a waiver from the employee organization, the City may implement its last, best and final offer after holding a public hearing regarding the impasse.

(k) **Labor Actions Prohibited Before Completion or Waiver of Factfinding.** In addition to any other rule, policy, or legal constraint on strikes or concerted work actions, members of employee organizations shall not strike or engage in similar concerted action (including sympathy strikes) until the parties are at impasse and the factfinding panel has issued its findings and recommendations or the employee

organizations has submitted written notice to the City waiving its right to factfinding.

- (l) **Severability.** If any subsection, sentence, clause, or phrase of this section is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the section. The City Council declares that it would have approved this section and each and every subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the section would be subsequently declared invalid or unconstitutional.
  
- (m) **Operative Date; Expiration; Transition.** This section shall be operative January 1, 2012. It shall remain operative only so long as mandatory non-binding factfinding under Government Code section 3504.5 et seq. (or any subsequent applicable law or regulation) is required for the City under these rules. If at any time and for any reason the City is no longer subject to mandatory factfinding, this section shall expire immediately and automatically and shall have no further force and effect.

## **Chapter 3. PERSONNEL PRACTICES**

### **3.1 Purpose**

The primary purpose of this Chapter is to ensure the furtherance of personnel activities and transactions on the sole basis of merit and competence, in the best interest of the City, and without regard to personal, political, or other extraneous matters. Any technique or procedure used in recruitment and selection of employees shall be designed to measure only the job-related qualifications of applicants. In the event that the personnel practices outlined herein conflict with an employment agreement or Memorandum of Understanding, the Memorandum of Understanding or employment agreement shall prevail.

### **3.2 Fair Employment Practices**

No person in the employment of the City or seeking employment thereby shall be appointed, reduced, or removed, or in any way favored or discriminated against because of gender, sexual orientation, religious creed, age, color, national origin, ancestry, physical or mental disability, medical condition, marital status, or political affiliation. The City shall adopt Affirmative Action and Sexual Harassment policies to help ensure Fair Employment practices. The City shall ensure that all employment practices are in compliance with the Americans With Disabilities Act and the Fair Employment and Housing Act.

### **3.3 Nepotism Policy**

It is the policy of the City not to discriminate in its employment and personnel actions with respect to its employees, prospective employees, and applicants on the basis of familial or marital status. No employee, prospective employee, or applicant shall be improperly denied employment or benefits of employment on the basis of familial or marital status with another employee or official of the City.

Notwithstanding the above, and consistent with these Rules, the City reserves the right to reasonably regulate for reasons of supervision, safety, security, or morale, to avoid conflicts of interest in employment among relatives working in the same department, division, facility, or unit. The placement of one relative under the direct supervision of his/her relative shall not occur.

For purposes of this policy, a relative shall be defined as a spouse, registered domestic partner, child, stepchild, brother, sister, half-brother, half-sister, parent,

stepparent, grandparent, grandchild, aunt, uncle, cousin, niece, nephew, parent-in-law, brother-in-law, sister-in-law or any other individual related by blood, adoption, marriage, or domestic partnership.

A conflict of interest in employment arises when:

- (a) one party to a relationship is responsible for or participates in making decisions or recommendations regarding the employment status, promotion, assignment, performance evaluation or other personnel decision affecting the other party of that relationship;
- (b) one party to a relationship is under the direct supervision of the other party of that relationship;
- (c) the relationship would make it difficult for the employee with decision making responsibility to be objective; or
- (d) an applicant who has a relative already in the City's employment who is privy to confidential personnel matters when the relationship may compromise confidential information.

### **3.4 Classification Description and Salary Range**

Each position in the City shall be assigned to an appropriate classification. For each classification, a written description of the classification shall be prepared by the Human Resources Director and approved by the City Manager. The description shall include the official title of the classification and the minimum qualifications required for admission in the classification.

Classification descriptions shall be interpreted in their entirety in relation to others within the City. They shall be descriptive and delineate the essential and marginal functions of the position. However, they are neither exclusive or inclusive of any and all duties expected to be performed by the incumbent in such classification.

Classification descriptions shall not be construed as limiting the duties and responsibilities of any other classifications, nor shall such description limit or modify the authority of any Department Head or of the City Manager to assign duties and to direct and control the work of employees of the City.

A recommended salary range shall be submitted by the Human Resources Director for consideration of the City Manager, who will in turn seek City Council approval

for its adoption. The salary range shall be based on the duties and responsibilities of the classification, the requirements as to education, experience and knowledge, internal alignment, and labor market considerations.

The Human Resources Director shall be allowed to periodically perform maintenance updates to classification descriptions. Such updates shall be for the purpose of clarifying language and reformatting the description. The maintenance updates will not include a change in duties and responsibilities or qualifications.

#### **3.4.1 Classification Plan**

The Human Resources Director shall submit to the City Manager a classification plan. The classification plan shall be an alphabetical listing of all classifications in the City with the respectively assigned salary ranges. The classification plan may be amended from time to time.

#### **3.4.2 Classification Plan Administration**

The letters, "A", "B", "C", "D", and "E" respectively denote the five (5) steps in the salary range for each classification in the classification plan. Exceptions to this are in Public Safety positions where, as a function of time in grade, police and fire personnel can advance to "F" step as part of the classification plan specific to those fields of work, and Temporary/Seasonal positions, which have up to three (3) steps in the salary range for each classification.

##### **3.4.2.1 In General**

Newly appointed employees shall generally be employed at the first step of the salary range for the particular classification to which the appointment is made. The City Manager has the discretion to appoint a new employee at a step higher than "A" upon the recommendation of the initiating Department Head. Advancement within a salary range shall not be automatic, but is based upon merit. Advancement shall be granted only upon the completion of a performance evaluation of at least an overall "satisfactory" rating and upon the affirmative recommendation of the Department Head and approval of the City Manager pursuant to section 3.10. Normally, and as a general rule, upon progress and productivity, employees shall be considered for an increase in salary according to the following schedule:

Step "A" shall be paid upon initial appointment to the City for a period of six (6) months, except when another step is indicated as the beginning pay step.

After satisfactory completion of six (6) months service in Step "A", employees may be considered for an increase to Step "B"; provided, however, that employees appointed at other than Step "A" may not be considered for increase to the next higher step until the satisfactory completion of twelve (12) months of service.

After satisfactory completion of twelve (12) months of service in Step "B", employees may be considered for increase to Step "C".

After satisfactory completion of twelve (12) months service in Step "C", employees may be considered for increase to Step "D".

After satisfactory completion of twelve (12) months service in Step "D", employees may be considered for increase to Step "E".

The City Manager may, in his/her sole discretion, grant step increases prior to the completion of the in-grade eligibility requirements set forth above. The basis for such action shall be for outstanding service (as opposed to satisfactory) as demonstrated by Department Head recommendations and performance ratings.

### **3.4.2.2 Salary on Appointment**

A newly appointed employee is generally employed at the minimum salary for the classification in which he/she is hired. The City Manager has the discretion to appoint a new employee beyond the minimum salary for the classification.

Advancement within the salary range shall not be automatic, but shall be granted only upon the completion of a performance evaluation and upon the approval of the City Manager. If an employee is initially appointed at the minimum salary for the range, he/she will normally be considered for a salary increase effective six (6) months after the appointment date.

### **3.4.2.3 Effect of Leave of Absence**

Leaves of absence without pay exceeding eleven (11) consecutive work days shall cause the employee's date for advancement to the next step to be postponed by one (1) month. Leaves of absence with pay shall, on the thirty-first (31) day of the leave, be treated in the same manner as leaves of absence without pay with respect to the

postponement of a step advance. This section shall not apply to employees on Family and Medical Leave.

#### **3.4.2.4 Part Time Employees**

Regular part time employees may be eligible for an increase when their equivalent length of service meets the provisions indicated above.

### **3.5 Recruitment**

#### **3.5.1 Announcement**

All recruitments for classification vacancies within the City shall be publicized by such methods as the Human Resources Director deems appropriate, consistent with City standards. Special recruiting shall be conducted, if necessary, to ensure that all segments of the community are aware of the forthcoming examination(s). Announcements shall specify the title and compensation of the classification; the nature of the work to be performed delineating the essential and marginal functions of the job; the minimum qualifications for the classification; the manner of making application; the examination components; and other pertinent information.

#### **3.5.2 Applications**

Every applicant for examination shall file a formal, signed City of Dixon employment application. Other methods of acceptable application due to an applicant's disability will be considered. Application forms shall require information covering training, experience, and other pertinent information as required by the Human Resources Director. The Human Resources Director may also require applicants to submit additional job related information.

#### **3.5.3 Examinations**

Examinations for the establishment of eligibility lists shall be competitive and by such character shall test and determine the qualifications, fitness, and ability of competitors to perform the essential functions of the classifications for which they seek appointment.

The examination may include an investigation of character, personality, education, experience, criminal history, credit bureau, drug & alcohol and any tests of intelligence,

capacity, technical knowledge, manual skill, or job-related physical fitness that the Human Resources Director deems appropriate.

The Human Resources Director shall designate the procedure, time, place, and type of examination, the conditions under which it may be conducted, and the individual or competent agency who will conduct the examination. The City will make every reasonable effort to accommodate disabled applicants in the administration of employment tests. Examinations may be promotional, open, or continuous as directed by the Human Resources Director. In making a decision regarding the type of examination, the Human Resources Director will consider the availability of qualified interested personnel in the City workforce, the possible Affirmative Action implications, and the need for expediency in filling the position.

### **3.5.3.1 Open/Promotional Examinations**

Any person who meets the requirements set forth in the open/promotional examination announcement may compete in open/promotional examinations. The Human Resources Director may adopt and implement objective standards to initially screen applications in order to reduce the number of applicants to a manageable size.

### **3.5.3.2 Promotional Examinations**

Regular and non-regular employees, except temporary employees, who meet the requirements set forth in the promotional examination announcement may compete in a promotional examination announcement.

### **3.5.3.3 Continuous Examinations**

Continuous examinations may be administered periodically for a single classification. Names shall be placed on eligibility lists and shall remain on such lists as prescribed in Section 3.6.

## **3.6 Eligibility Lists**

### **3.6.1 Establishment**

As soon as possible after the completion of an examination, the Human Resources Director shall prepare and maintain an eligibility list consisting of the names of the applicants or employees who qualified in the examination. The names on the list shall be in order based on each applicant's competitive score for the examination process, with the



highest score being first on the list. Each applicant or employee shall be given notice of the results of his/her examination and ranking on the eligibility list.

Applicants on the eligibility list for a particular classification may be certified by the Human Resources Director for consideration to hire for a classification in an equal or lower salary range in the event that an eligibility list for that classification does not exist, provided that the applicant is qualified. This may be done only with the approval of the City Manager. Applicants will not be removed from the eligibility list pursuant to Section 3.6.3 if they refuse to accept employment in the lower classification.

### **3.6.2 Duration of Lists**

All eligibility lists shall remain in effect until exhausted or abolished by the Human Resources Director for due cause. As a general policy, eligibility lists shall remain in effect for not more than one (1) year. Eligibility lists may remain in effect for more than one (1) year at the City Manager's discretion and upon the recommendation of the Human Resources Director. The Human Resources Director may abolish eligibility lists with three (3) names or less.

### **3.6.3 Removal of Names from Eligibility Lists**

The name of any eligible candidate appearing on an eligibility list may be removed by the Human Resources Director if:

The eligible candidate requests that his/her name be removed,

The eligible candidate fails to provide notification of a change in address,

The eligible candidate fails to attend a scheduled interview,

The eligible candidate declined an interview on two (2) occasions,

The eligible candidate declined an offer of employment,

The eligible candidate was on an eligibility list as a result of a promotional examination and has subsequently left City employment, or

The eligible candidate was on a list for a specialized classification within one department of the City and was determined to be unsuitable by the Department Head.

### **3.6.4 Disqualification**

At any point in the recruitment and selection process, the Human Resources Director may refuse to declare an applicant an eligible candidate, or may withhold or withdraw from certification, prior to appointment by the City Manager, anyone who:

Has failed to provide proof of any of the requirements established in the announcement for the classification for which he/she applied,

Has been convicted of a felony of such a nature as to have an adverse effect on the candidate's ability to perform the duties of the position,

Has a history of dismissal from any position in public or private service for any cause which would be a cause for dismissal from City employment,

Has practiced or attempted to practice any deception or fraud in his/her application, examination, or in securing eligibility, or

Is otherwise not qualified for employment.

## **3.7 Filling Vacancies**

### **3.7.1 Certification of Eligible Candidates**

Eligible candidates shall be certified by the Human Resources Director to the City Manager based upon their rank order on the eligibility list. The order of candidate placement on the eligibility list shall be determined by a competitive examination ranking process. When a vacancy is to be filled, Department Heads may choose from any name on the list.

### **3.7.2 Provisional/Acting Appointments**

Upon the recommendation of the Department Head and Human Resources Director, the City Manager may approve provisional or acting appointments of probationary or permanent City employees to higher level positions pending regular appointment in accordance with these rules. Provisional/acting appointments shall be reviewed in six (6) month intervals, up to a maximum of eighteen (18) months. Time served on provisional/acting appointment may be credited to a probationary period when applicable, upon recommendation of the Department Head and approval by the City Manager.

### **3.7.3 Temporary Appointment**

Whenever there is a need for a temporary employee, the City Manager may authorize such a position and make an appointment to fill the position. The temporary employee shall occupy an adopted classification and be accorded the hourly salary for that classification. No benefits other than those required by law shall apply to temporary employees. If a temporary employee is thereafter selected for a regular position with the City, the time spent as a temporary appointee shall not be counted toward the fulfillment of the required probationary period. A temporary appointee shall not be employed more than nine hundred ninety-nine hours (999) in any consecutive twelve (12) month period. A temporary employee shall serve at will.

### **3.7.4 Emergency Appointment**

To meet the immediate requirement of an emergency condition which threatens life, public health, safety, welfare or property, the City Manager may employ such persons as may be needed without regard to these Rules. In no event shall an emergency appointment exceed ten (10) days, be extended, or provide employment of more than ten (10) days in any consecutive twelve (12) month period. Emergency appointments shall not be used in lieu of the other methods of employment. Time spent under such employment shall not be credited toward a probationary period or be used in computing any privileges accrued while employed by the City. Emergency appointees shall be entitled to wages as determined by the City Manager, but shall not be entitled to any other benefits other than those required by law.

### **3.7.5 Limited Term Appointment**

The City Manager may employ persons in a limited term position in a manner provided by these Rules, subject to any particular requirements of the particular program or funding at issue. An appointment to a limited term position is at will and shall be limited to the term for which the position exists, for which the position is funded, or for which the employee remains eligible to participate in the program by which the position is funded. The term of such appointment shall not exceed two (2) years with the exception of grant funded positions which exceed two (2) years. When the position is no longer necessary, when the funding for the position ceases, or when the employee ceases to be eligible to participate in the program by which the position is funded, whichever occurs first, the employee shall be separated from service.

Regular employees who transfer, promote, or demote to limited term positions at the direction of the City Manager shall retain their former regular status and retain the layoff benefits of their former position.

### **3.8 Personnel Records**

The Human Resources Department shall maintain a file on each employee which contains all records and documents pertinent to his/her employment status and history.

Information in the employee's personnel file is confidential and will not be revealed to third persons except as required by law or with the consent of the employee.

Upon request, an employee may inspect his/her personnel file during normal working hours at the Human Resources Office. The file may not be removed from the Human Resources Office. However, an employee may request a copy of any materials contained within his/her personnel file.

### **3.9 Probationary Period**

#### **3.9.1 Probationary Period – Defined**

The probationary period shall be considered an extension of the hiring process. It shall be utilized for closely observing and appraising the conduct, performance, attitude, dependability, aptitude, adaptability, and job knowledge of the employee and to determine whether the employee is qualified for regular employment. During probation, the employee shall serve at will.

#### **3.9.2 Length of Initial Probation**

Unless specified otherwise, all new employees shall be subject to a probationary period of not less than twelve (12) months dating from the appointment date, except when for good and sufficient reason, the City Manager extends the period as he/she deems necessary to evaluate the employee's performance.

During the initial probation period leaves of absence of any type, whether paid or unpaid, shall extend the employee's date for completion of probation by the same amount or time as the leave. During probation, the employee shall serve at will.

#### **3.9.3 Initial Probationary Period - Public Safety Personnel**

The initial probationary period for all public safety personnel shall be eighteen (18) months. The Police Chief or Fire Chief, as the case may be, may shorten the

probationary period from eighteen (18) months to twelve (12) months upon satisfactory performance evaluations. Except for this extended probationary period, the remainder of this Section 3.9 shall apply to public safety personnel.

#### **3.9.4 Separation of Probationer**

At any time during the probationary period, an employee may be separated from City service without cause at the sole discretion of the City Manager. The City Manager need not state any reason for the failure of the probationer to pass probation and to be separated from City services, and the separation shall be without the right of review of any kind. Notification shall be made in writing by the City Manager.

#### **3.9.5 Promotional Probationary Period**

Employees promoted shall be subject to an additional six (6) month promotional probationary period. During a promotional probationary period, employees will continue to be considered regular employees, will accrue seniority, and shall be protected in disciplinary procedures as other regular employees. If the employee is not recommended for permanent status in such promotional position, he/she shall be entitled to return to the position from which he/she was promoted provided he/she was a regular employee in such position and a vacancy exists or one will be created as the result of another employee being promoted. If the employee was not accorded permanent status for any reason other than the inability to perform the duties of the new position, he/she shall not be entitled to be restored to the position from which he/she was promoted.

Leaves of absence with pay shall not extend a promotional probationary period. Leaves of absence without pay shall extend a promotional probationary period by the same amount of time as the leave.

### **3.10 Performance Appraisal**

The City is committed to having an objective and fair performance evaluation system. The goals of the performance evaluation are to document performance, evaluate an employee's strengths and weaknesses, effect constructive changes in work behavior, provide information to assist in professional development and to provide an opportunity for the evaluator and the employee being evaluated to discuss what each can do to make the workplace more productive. The performance evaluation process is also a means to help avoid misunderstandings by communicating expectations, values, and standards.

An employee's supervisor shall evaluate an employee's work performance by completing a performance evaluation form for each employee under his/her supervision at least every three (3) months during a probationary period. The evaluations shall be reviewed and approved by the Department Head. The probationer shall acquire regular status at the end of the initial probationary period, or promotional probationary period in the case of promotional appointments.

After the probationary period, the employee's supervisor shall prepare a performance evaluation for each employee under his/her supervision at least every twelve (12) months. These evaluations shall be reviewed and approved by the Department Head.

An employee is eligible for a salary step increase under Section 3.4.2.1. only if he/she has exhibited satisfactory performance during the evaluation period.

No performance evaluation shall be placed in a departmental file, nor be transmitted to the City's personnel files, until the employee has reviewed or been given the opportunity to review the evaluation with the rating supervisor and/or Department Head. The employee has the right to read, sign, and file a written response to both favorable and unfavorable entries. Signing an evaluation is not an admission by the employee of the truth of such entries, but rather an acknowledgment of notification. An employee's written response, if any, shall be placed in the employee's personnel file. Performance evaluations are not subject to any grievance or appeal procedure.

Nothing shall be added to an evaluation after the employee has signed and received a copy of the evaluation without the employee's written acknowledgment.

### **3.11 Reclassification**

It is the responsibility of the Department Head to ensure that every employee in his/her department is working within his/her classification. Reclassification shall not be deemed warranted merely as a result of an occasional or temporary performance of tasks that are not within a classification, such as when acting in the place of a supervisor who is absent on vacation, and for which an out-of-class incentive pay is already being applied. However, in the event that an employee is working on an on-going basis outside of the regular duties of his/her classification, reclassification is warranted.

### **3.11.1 Reclassification Study**

An employee may request that his/her Department Head review his/her duties in conjunction with his/her assigned classification, or a Department Head may independently initiate the review. If, in the opinion of the Department Head, there is a substantial probability that the employee is working out of class, the Department Head shall request that the City Manager approve the undertaking of a classification study to be completed by the Human Resources Department. This step may also be initiated by the Department Head.

Upon request from a Department Head for a classification study, the City Manager shall approve or deny such an undertaking. If approved, the Human Resources Department will complete the study(ies) and inform Department Head(s) of the findings. The City Manager shall then determine whether or not the employee is working within his/her classification.

In the event that the City Manager, with the advice of the Human Resources Director, determines that the employee is not working within a correct classification, he/she shall determine what classification is appropriate in relation to the employee's assigned duties and responsibilities. Upon such determination, the City Manager shall recommend to the City Council that the position be reclassified to reflect the appropriate classification. Positive recommendations for reclassification will be included in the department's budget request. When the Council acts on the budget for the department, an action concerning the reclassification will also take place.

### **3.11.2 Assignment to Salary Range Following Reclassification**

Upon reclassification to a higher level classification, an employee's basic rate of pay shall increase to the closest step in the new salary range that is at least five (5%) percent higher than the employee's current rate of pay or to the equivalent step placement in the new salary range, whichever is greater. For example, if an employee's basic rate of pay is at the "B" step and he/she is reclassified, his/her step in the new salary range would be "B" unless this is less than five (5%) percent. In this case, the employee would be assigned to the "C" step. In either situation, he/she would then be eligible for advancement to the next step one (1) year from the date of reclassification. In no case will an employee be paid beyond the "E" step of the new range.

### **3.11.3 Out of Class Working Provisions**

In the event that a Department Head determines there is a need to have an employee work outside of his/her regular classification for a limited time period, with the approval of the City Manager, the employee shall be paid the step closest in the salary range for the position in which he/she is working that is at least five (5%) percent higher than the employee's current rate of pay. The employee must meet the minimum qualifications for the position. If no classification exists for salary placement, then the employee can be paid five (5%) percent higher than his/her current basic rate of pay. An employee shall not work out-of-class in excess of twelve (12) months.

#### **3.11.3.1 Out of Class Pay**

Before "out-of-class" pay is approved for an employee, the Department Head must obtain the approval of the City Manager. Should the Department Head not obtain approval from the City Manager prior to working the employee out-of-class, the employee will be paid for the time worked at the out-of-class pay rate. The Department Head will meet with the City Manager to discuss the reasons for working the employee out-of-class, the period of time the employee will be working out-of-class, and the recommended pay.

In making the decision regarding out-of-class pay, the City Manager will consider the following:

1. Whether or not a vacancy exists in a higher level classification thereby creating a need to work the employee out-of-class.
2. If there are any specific or unique circumstances that may warrant an employee to work above and beyond the scope of his/her current classification's duties and responsibilities.
3. The length of time the Department Head is proposing to work the employee beyond the scope of his/her classification's duties and responsibilities.
4. If there are a significant number of vacancies, regardless of the level of classification, which will cause the employee to assume significantly more duties and responsibilities than currently assigned.



### **3.11.4 Flexible Staffing**

#### **3.11.4.1 Objective of Flexible Staffing**

Flexible staffing provides a process for City employees to advance to higher level classifications within the same classification series without the need for a classification study or a competitive exam process.

#### **3.11.4.2 Criteria for Flexible Staffing**

Select positions within the City may be designated as flexibly staffed positions by the City Manager. These positions are allocated to job classifications in which the level of experience and the degree of responsibility, rather than the type of duties assigned, are the primary differences between the different levels, (e.g., entry level, journey level, advanced journey level). All flexibly staffed classifications shall be so designated in the class specification. An employee in a flexibly staffed position may be considered for flexible staffing to the higher level classification if all of the following conditions exist:

- a) the employee is allocated to a position which has been designated as flexibly staffed;
- b) the employee's position is assigned to a classification which is designated as a flexibly staffed classification;
- c) the employee has passed his/her probationary period in the lower flexibly staffed classification;
- d) the employee meets all of the education and experience requirements for the higher flexibly staffed classification;
- e) the employee has demonstrated competency in performing a range of duties in the higher classification;
- f) the employee's overall job performance is consistently above standard, as detailed in recent performance evaluations.
- g) that there are funds available for the higher classification.

#### **3.11.4.3 Promotion of Employee Using Procedure for Flexible Staffing**

The following steps are necessary to process the flexible staffing of an employee:

- a) When an employee meets all of the conditions outlined above, the Department Head may request appointment of the employee to the higher

flexibly staffed classification. The request must be in writing and state that the employee meets the conditions necessary for appointment to the higher classification.

- b) The employee completes a City employment application that must clearly demonstrate that the employee meets the qualification standards for the higher flexibly staffed classification.
- c) The Department Head's written request, the employment application, and the most recent performance evaluation are forwarded to the Human Resources Department for review by the City Manager. The documents are reviewed to verify that the employee meets the qualifications for the higher flexibly staffed classification.
- d) Once it has been determined that the employee meets the qualifications for the higher classification, a Personnel Action Form is completed in order to effect the employee's appointment to the higher flexibly staffed classification.
- e) The effective date of the appointment is at Department Head's discretion based on budget considerations. The effective date will become the new anniversary date for future salary step advancements.

When the employee is placed on permanent status of the higher flexibly staffed classification, a six month probationary period will be served.

### **3.11.5 Reorganization**

In the event that a reclassification is necessary due to a division or department reorganization, the procedures as outlined in Section 3.11 do not apply.

### **3.12 Promotion**

All vacancies may be filled by promotion pursuant to a promotional examination process at the discretion of the Human Resources Director. No promotion shall be made except as a result of determination that the vacancy will be filled with the most qualified person available or as may otherwise meet the best interests of the City. Upon promotion, an employee's base rate of pay shall increase to the step in the new salary range that is at least five (5%) percent higher than the employee's current rate of pay, not to exceed the "E" step.

### **3.13 Demotion**

The City Manager may demote an employee if his/her performance of the duties falls below normal standards or for other disciplinary purposes. No employee shall be demoted to a position for which he/she does not possess the skill and ability to immediately perform the duties of the position in accordance with acceptable standards. Demotion may occur only if there is a vacancy in a lower level position. Any demotion of a regular employee for disciplinary reasons shall comply with the disciplinary procedures outlined in Section 4.10.

### **3.14 Transfer**

The City Manager may at any time transfer any employee in the City service to another position in the same classification. Employees have the option to request a transfer in accordance with the procedures established by the City Manager.

### **3.15 Suspension**

The City Manager may suspend an employee from a position at any time for a disciplinary purpose. Any suspension of a regular employee shall comply with the disciplinary procedures outlined in Section 4.10.

### **3.16 Dismissal**

A regular employee of the City may be dismissed for cause at any time by the City Manager. Dismissal shall be taken in accordance with the disciplinary procedures outlined in Section 4.10.

### **3.17 Resignation**

An employee wishing to leave employment with the City in good standing shall give at least ten (10) working days' notice of such intention and shall file with the appropriate Department Head a written resignation stating the effective date and reason for leaving. Failure to comply with this rule shall be cause for denying future reinstatement or employment with the City.

### **3.18 Layoff**

#### **3.18.1 Reasons for Layoff**

The City Manager may lay off employees in accordance with the provisions of this Section for any of the following reasons:

Necessity based on lack of funds or work; or

In the interest of economy or efficiency due to reorganization or other reasons; or return of another employee with greater seniority from an excused absence.

### **3.18.2 Order of Layoff**

No regular employee shall be laid off until all non-regular employees serving in the classification(s) affected have been laid off. Regular employees in the affected classification shall then be laid off in the inverse order of their seniority or continuous service with the City.

### **3.18.3 Demotion in Lieu of Layoff – Bumping**

In lieu of being laid off, a regular employee may elect demotion to:

Any classification within the same or lower salary range in which he/she had satisfactorily served as a regular or probationary employee and has more continuous service time than another employee in the classification and that classification still exists; or

A classification lower than the classification of layoff and of lesser responsibility where a vacancy exists for which the employee possesses the skill and ability to immediately perform the duties of the classification available in accordance with acceptable standards.

To be considered for demotion in lieu of layoff, an employee must notify the City Manager in writing of such election not later than forty-eight (48) hours after receiving the notice of layoff. Any employee displaced or “bumped” by such demotion shall have the same rights accorded by this Section. The salary of the demoted employee shall be at the step closest to the employee's current pay but not to exceed the top step of the new classification.

### **3.18.4 Reduction in Hours in Lieu of Layoff**

The City Manager may offer an employee a reduction of working hours with a corresponding reduction in pay in lieu of a layoff. The employee must notify the City Manager in writing of his/her acceptance of the reduction not later than forty-eight (48) hours after receiving such notice from the City Manager.

### **3.18.5 Recall of Laid Off Employees**

A regular employee who is laid off shall be placed on a recall list to be maintained by the Human Resources Department for the classification in which he/she was last employed, or in a classification in the same or lower salary range for which he/she is immediately qualified to perform. Employees will be recalled based upon their seniority and will have the first right of refusal for any vacancies prior to any open or promotional recruitment taking place.

A regular employee who is laid off and who requested in writing, prior to or at the time of layoff, to be recalled to a different classification which is in the same or lower salary range and for which the employee is immediately qualified to perform, will be placed on a recall list for that classification. Employees will be recalled based upon their seniority and will have the first right of refusal for these vacancies.

Prior to reinstatement, the Human Resources Director shall ensure that an employee still possesses the minimum qualifications for the position.

An employee shall remain on a recall list for a period of two (2) years from the date of layoff or demotion in-lieu of layoff.

### **3.18.6 Reinstatement After Layoff**

An employee reinstated after layoff, or demotion in lieu of layoff, shall retain the step in the salary range where he/she was at the time of layoff or demotion in lieu of layoff, the same level of benefits afforded his/her bargaining group, and seniority rights based on continuous service at the time of layoff.

## **3.19 Reports and Records**

### **3.19.1 Personnel Files**

The Human Resources Department shall maintain a personnel file for each employee in the service of the City. Information contained in these files shall include class title, the department to which assigned, salary, change in employment status, performance evaluations, disciplinary actions and such other information as may be considered pertinent. Employees may review their own personnel records upon request, excluding any references obtained in confidence.

### **3.19.2 Change of Status Report**

Every appointment, transfer, promotion, demotion, change of salary rate, or other temporary or permanent change in status of employees shall be reported to the Human Resources Department as prescribed the these Rules or by administrative policy. The Human Resources Department will generate a Personnel Action Form (PAF), if necessary, to effectuate any and all employment status changes.

### **3.19.3 Employee Exit Interviews**

For the purpose of ascertaining potential eligibility for Unemployment Insurance benefits, all employees separating from the City for any reason shall be given an interview prior to termination.

The interview shall be conducted by a representative of the City Manager or Human Resources Department and shall produce specific information as to the causes and reasons for the separation. This information shall be recorded on a standard form provided by the Human Resources Department, which the employee shall be requested to sign.

A copy of the complete report shall be transmitted to the employee's immediate supervisor and Department Head for comment and be returned to the Human Resources Department for retention in the employee's personnel file.

## **3.20 Training**

### **3.20.1 Responsibility For Training**

The responsibility for developing training programs for employees shall be assumed jointly by the City Manager, the Human Resources Department and Department Heads. Such training programs may include lecture courses, demonstrations, videos, or access to reading matter or such other resources as may be available for the purpose of improving the effectiveness and broadening the knowledge of municipal officers and employees in the performance of their duties.

### **3.20.2 Credit for Training**

Participation in and successful completion of special training courses may be considered in making advancements and promotions. Evidence of such activity shall be filed by the employee with the Department Head and a copy retained in the employee's personnel file.

### **3.20.3 Promotional Training Program - Out of Class Provision**

A Department Head may, with the approval of the City Manager, institute a training program for employees in his/her department for promotional purposes which may include the temporary assignment of such employees out of class, without additional pay.

However, no employee shall be assigned to work out of his/her classification for longer than thirty (30) working days in any calendar year, nor shall this provision conflict with any provision in effect of a Memorandum of Understanding between the City and a recognized employee organization.

## **Chapter 4. TERMS AND CONDITIONS OF EMPLOYMENT FOR CITY EMPLOYEES**

### **4.1 Purpose**

The purpose of this Chapter is to provide City employees with certain terms and conditions of their employment. In the event that any fringe benefits or terms and conditions of employment conflict with an employment agreement or Memorandum of Understanding, the Memorandum of Understanding or employment agreement shall prevail.

### **4.2 Rest Periods**

All employees working between four (4) hours and six (6) hours shall receive one fifteen (15) minute paid break. All employees working more than six (6) hours in a day shall receive two (2) paid fifteen (15) minute breaks (rest periods) in each day. The first shall occur approximately midway between their starting time and their meal time. The second shall occur approximately midway between their meal time and the end of their workday. All employees working more than four (4) hours in a day shall receive an unpaid meal period of not less than thirty (30) minutes and not more than one (1) hour.

### **4.3 Outside Employment**

#### **4.3.1 General Provisions**

Regular and probationary employees are employed on the condition that employment with the City is their primary employment. They shall not engage in any employment, activity, or enterprise for compensation which is inconsistent, incompatible, or in conflict with his/her duties, functions, or responsibilities as a City employee. No regular or probationary employee shall engage in any other employment without notifying and securing the written consent of his/her Department Head.

No City employee shall lend his/her name as an employee of the City to any commercial or business enterprise. No employee shall approve or countenance the use of the name, uniform, or prestige of the City or any City department for any such purpose.



#### **4.3.1.1 Restrictions**

An employee's outside employment, activity, or enterprise is prohibited if it:

Involves, the use for private gain or advantage, of City time, facilities, equipment and supplies; or the badge, uniform, prestige, or influence of his/her City department or employment; or

Involves receipt or acceptance by the employee of any money or other consideration from anyone other than the City for the performance of an act which the employee, if not performing such an act, would be required or expected to render in the regular course of his/her City employment or as a part of his/her duties as a City employee; or

Involves the performance of an act in other than his/her capacity as a City employee which act may later be subject directly or indirectly to the control, inspection, review or audit, or enforcement of any other employee to the department in which he/she is employed; or

Involves such time demands as would render performance of his/her duties as a City employee less efficient.

#### **4.3.2 Procedure for Obtaining Approval**

City employees wishing to obtain approval for outside employment shall file a statement with their respective Department Head including:

The nature of the job;

The name and address of the firm;

The number of hours worked, or to be worked, each week;

The nature of independent or home based business enterprises;

The work schedule or intended work schedule; and

The name and policy number of the secondary employer's worker's compensation insurance carrier.

The Department Head shall review the statement in consideration of the provisions of Sections 4.3.1 and 4.3.2. If in the opinion of the Department Head, such outside employment or intended employment, violates or would violate any of the provisions in

Sections 4.3.1 or 4.3.2, the Department Head shall provide written notice to the employee of the possible area of conflict. With this notice, the Department Head shall offer to schedule a time to meet with the employee to discuss the matter further. Following the meeting, the Department Head shall render a written decision to the employee. If the Department Head does not approve the employment, the decision shall also note that the employee may be subject to disciplinary action if he/she pursues the employment as requested. Further, the decision should advise the employee that the Department Head's decision is subject to appeal pursuant to the grievance procedure.

If the approval is granted for outside employment, the employee shall be responsible for informing the Department Head of any changes in the information previously provided concerning the employment. Said changes will necessitate a review of the outside employment.

#### **4.3.3 Outside Employment - Police Officers**

Nothing in this Section precludes a Police Officer, subject to the approval of the Police Chief, from engaging in or being employed in, casual or part time employment as a private security guard or patrolman for a public entity while off duty from his/her principle employment as a Police Officer with the City of Dixon, and exercising the powers of a Police Officer concurrently with that employment, provided that the Police Officer is in a police uniform and is subject to reasonable rules and regulations of the secondary agency for which he/she is a Police Officer and within the provisions of subdivisions (k) and (l) of Section 7522 of the Business and Professions Code. In accordance with Penal Code Section 70(c), any and all civil and criminal liability arising out of the secondary employment of any Police Officer pursuant to this section shall be borne by the officer's secondary employer.

Nothing in this section precludes a Police Officer, subject to the approval of the Police Chief, from engaging in or being employed in casual or part time employment as a private security guard or patrolman by a private employer while off-duty from his/her principal employment and outside his/her regular employment as a Police Officer with the City of Dixon.

A Police Officer, while off duty-from his/her principal employment with the City of Dixon, shall not exercise the powers of a Police Officer if employed by a private employer as a security guard.

#### **4.3.4 Termination of Outside Employment**

If any of the following conditions are found to exist as a result of outside employment, employees will be required to terminate their outside employment and will be subject to discipline up to and including discharge.

An employee's outside employment is adversely affecting his or her performance of City of Dixon work or is in any other way interfering with City of Dixon work.

City-owned equipment, supplies, facilities, or uniforms have been utilized while engaging in outside employment.

The employee is associated with an enterprise which provides or performs a service to the City of Dixon in which the employee has regulatory responsibility or influence in his or her capacity as a City of Dixon employee.

The employee solicited on behalf of the outside employment during his or her working hours for the City of Dixon.

The employee's employment is otherwise in conflict with the provisions of Section.

#### **4.4 Overtime**

##### **4.4.1 General Policy**

It is the general policy of the City to avoid the necessity for overtime work whenever possible. Overtime shall be held to a minimum consistent with efficient operation. Overtime shall only be used to cover emergencies or where overtime is more economical than adding regular or temporary employees. Overtime work requires prior authorization by the Department Head or his/her designee. Non-exempt employees shall not engage in overtime work without such prior authorization.

##### **4.4.2 Incidental and Unauthorized Overtime**

Unauthorized overtime is not compensable except as provided in Section 4.4.4.

##### **4.4.3 Employees Exempt from Overtime**

Those employees occupying classifications who come within the exemption for overtime under the Fair Labor Standards Act (executive, administrative, and professional employees) shall not earn overtime compensation, regardless of the number of hours worked. These classifications will be designated as exempt in the classification plan.

#### **4.4.4 Overtime Pay**

Any time worked, not including any paid leave time, over forty (40) hours in a standard workweek shall be considered overtime and shall be compensated at a rate of one and one-half (1-1/2) times the employee's regular rate of pay as defined by the Fair Labor Standards Act. Paid time off for vacations, holidays, sick leave, and compensatory time taken shall be computed as work performed for the purposes of determining overtime.

Overtime may be taken in cash or, at the employee's option, in the form of compensatory time off also calculated at time and one-half (1-1/2). Provided, that not more than one hundred and forty-four (144) hours of compensatory time may be accrued. Use of compensatory time off shall be scheduled in the same manner as vacation.

When overtime is necessary to provide emergency service and it is not duly authorized in advance, the employee working the overtime shall submit to the Department Head a written statement within one (1) working day of the overtime being worked, stating: (a) his/her name; (b) the date and hours worked overtime; and (c) the nature of the services performed during such overtime, and, (d) the reason(s) such overtime was deemed necessary. This information must be verified by the employee's supervisor before the overtime will be paid. In the event that the reason(s) for working overtime without prior authorization are found to be insufficient, no overtime will be paid.

There shall be no duplication or pyramiding of overtime pay under any of the provisions of this Chapter. When an employee receives overtime pay for work performed after being called back as specified in Section 4.4.5, he/she shall not, in addition, receive overtime pay for such equivalent number of hours as might exceed forty (40) within the standard workweek.

Upon leaving employment, an employee shall be paid the monetary value of his/her accrued, unused compensatory time off calculated based on the employee's regular rate of pay at the time of leaving employment.

#### **4.4.5 Call-Back Overtime**

When an employee, after completing his/her normal work shift and after leaving his/her work facility, responds to an authorized order to return to duty to perform emergency or non-scheduled services, he/she shall be entitled to overtime. The employee will be guaranteed the opportunity to work for two (2) hours or be paid at the

overtime rate for two (2) hours worked even if the total hours worked in the workweek do not exceed forty (40) hours. Travel time on a callback is considered to be hours worked, whether the callback is to a location where the employee normally works or to another location.

## **4.5 Leaves**

### **4.5.1 Leaves In General**

All employees must get prior approval from their supervisors when taking an excused absence from work and must apply appropriate paid leave time to approved absences. For example, if an employee schedules a medical appointment during his/her normal work hours, he/she is expected to charge that time off from work to his/her accrued sick leave, compensatory time off, or vacation. Should the employee not have sufficient accrued leave time to cover the time off work, upon approval of the Department Head and Human Resources Director, the employee may utilize unpaid leave and his/her salary will be reduced by the monetary equivalent of the hours absent.

For exempt employees, if an employee schedules a medical appointment during his/her normal work hours that is scheduled to be for four (4) hours or less, he/she is not expected to charge that time off from work from his/her accrued admin leave, sick leave, compensatory time off, or vacation. However, Supervisor's are responsible for ensuring that exempt employees taking time off do not abuse such a privilege.

Should the employee not have sufficient accrued leave time to cover the time off work, upon approval of the Department Head and Human Resources Director, the employee may utilize unpaid leave and his/her salary will be reduced by the monetary equivalent of the hours absent.

### **4.5.2 Administrative Leave**

Exempt employees do not receive overtime compensation. They will be provided with administrative leave in accordance with applicable Memoranda of Understanding or Compensation Plans, in recognition of extra hours required of their respective position. Administrative leave can be cashed out each year upon request in the amounts identified in applicable MOU's or Compensation Plans. Administrative leave will be booked on July 1<sup>st</sup> of each year and any existing balance as of June 30 the following year will be forfeited. Upon hire, administrative leave will be booked at an amount prorated according to the

start date of the employee. Upon termination, employees may be paid for accrued, unused administrative leave available for cashout and any unused leave will be forfeited.

### **4.5.3 Vacation Leave**

Paid vacation is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Regular full time employees are eligible to earn and use vacation time as described in this policy. Regular, part time employees consistently working more than twenty (20) hours in a workweek are eligible to earn and use vacation time at their pro rata rate, depending on the number of hours worked per week. Regular part time employees working twenty (20) hours a week or less do not accrue vacation time. Probationary employees accrue vacation or personal holidays prior to successful completion of the initial probationary period. Probationary employees may be eligible to utilize accruals during their probationary period in accordance with the applicable Memorandum of Understanding or Compensation Plan. Vacation leave cannot automatically be substituted for insufficient sick leave accruals, but may be used with the approval of the Department Head.

Employees must request use of vacation leave at least two (2) weeks in advance, or as soon as practicable, and approval will depend on whether the request would impose an undue hardship on the City's workload.

The amount of paid vacation time and maximum vacation accrual amounts increase with the length of service. Refer to individual Memoranda of Understanding and/or compensation plan for accrual rates.

Part time employees who consistently work more than twenty (20) hours per week accrue at a pro rata rate relative to employees working forty (40) hours per week.

If an employee reaches his/her maximum accrual for vacation leave, the employee will not accrue any additional vacation leave until his/her accrued leave drops below the maximum.

Upon separation, employees will be paid for any unused vacation time, at their then current base pay rate.

#### **4.5.4 Sick Leave**

##### **4.5.4.1 Employees Eligible For Sick Leave**

The City provides sick leave to regular and probationary full time employees and to regular and probationary part time employees who consistently work more than twenty (20) hours per week, for periods of temporary absence due to illnesses or injuries.

Regular and probationary full time employees working forty (40) hours per week accrue sick leave at the rate of eight (8) hours per month. Other regular and probationary full time employees who consistently work more than twenty (20) hours per week accrue sick leave at their pro-rated rate relative to full time employees working forty (40) hours per week.

##### **4.5.4.2 Use of Sick Leave**

Sick leave is intended to provide income protection in the event of illness or injury, and may not be used for any other absence unless specifically approved by the employee's Department Head. Eligible employees may use sick leave for an absence due to their own illness or injury, or the illness or injury of an immediate family member.

Employees may, if they so desire, donate their sick leave to another employee, provided sufficient leave balances exist to do so.

Employees who are unable to report to work due to illness or injury shall notify their supervisor before the scheduled start of their workday.

##### **4.5.4.3 Medical Certification**

If an employee is absent for three (3) or more consecutive days due to illness or injury, the City may require a physician's statement verifying the illness or injury and its beginning and expected ending dates. Such verification may also be required for other sick leave absences and as a condition of paying sick leave.

##### **4.5.4.4 Separation from Service**

Upon separation from service, employees will be paid for unused sick leave accruals in accordance with applicable Memoranda of Understanding and Compensation Plans.

#### **4.5.5 Leaves of Absence**

It is the City's policy to grant leaves of absence under certain circumstances to all eligible employees on a nondiscriminatory basis. Except as otherwise indicated, all leaves of absence are available on an unpaid basis.

Except for leave under the family care and medical leave policy, which has a longer eligibility requirement, all regular full time employees and regular part time employees who consistently work more than twenty (20) hours per week are eligible for leaves of absence after ninety (90) days of employment. State or federal law may, in some cases, supersede these requirements. If an employee is absent on either paid or unpaid leave during the first ninety (90) days of employment, this period of ineligibility for a leave of absence will be extended by the exact number of days that the employee is absent.

Subject to any applicable legal restrictions, requests for leaves of absence will be considered on the basis of the employee's length of service, performance, level of responsibility, the reason for the request, and the City's ability to obtain a satisfactory replacement during the time the employee is away from work.

##### **4.5.5.1 Returning from a Leave of Absence/Abandonment of Employment**

When an employee is granted a leave of absence, an effort will be made to hold the employee's position open for the period of the approved leave. Due to business needs, however, there will be times when the position cannot be held open. Under such conditions, it will not be possible to guarantee reinstatement. If an employee's former position is unavailable when the employee is ready to return from an approved leave, the City will make every effort to place the employee in a comparable position for which the employee is qualified. If such a position is not available, the employee will be offered the next suitable position for which the employee is qualified, if such a position exists. An employee who does not accept a position offered by the City will be considered to have voluntarily terminated employment, effective the day such refusal is made.

##### **4.5.5.2 Failure to Return Promptly**

An employee who accepts other employment, without prior approval, during a leave of absence, or who fails to return on the next regularly scheduled workday following



the expiration of an approved leave, will be considered to have abandoned their employment and may be terminated.

#### **4.5.5.3 Benefits During Leave**

No City-sponsored benefits are earned or accrued during an unpaid leave of absence. When an employee returns from a leave of absence of greater than thirty (30) days, seniority, as well as eligibility and accrual dates for benefits, will be adjusted forward to account for the period of leave. Unless the leave of absence qualified as Family Care or Medical Leave, the employee will be responsible for all employee and any dependent group health insurance costs for the entire period of the leave of absence. If the leave qualifies as Family Care or Medical Leave, benefits will be paid.

#### **4.5.5.4 Misrepresentations**

Misrepresentation of reasons for applying for a leave of absence is a cause for disciplinary action, including termination.

#### **4.5.5.5 Types of Leaves of Absence**

##### **1. Family Care and Medical Leave Act ("FMLA")**

An employee with at least twelve (12) months of continuous service who has at least 1,250 hours of service during the previous twelve (12) month period will be entitled to a FMLA leave of absence not to exceed twelve (12) workweeks in any (12) month period for the reason of: a) the birth of a child of the employee; b) the placement of a child with the employee in connection with the adoption or foster care of the child by the employee; c) care for the employee's parent, spouse, or child who has a serious health condition; d) the employee's own serious health condition; or (e) "Qualifying Exigency Leave" to handle exigencies related to a family member's active duty military service or call to active duty for the United States armed forces as specified in the regulations adopted by the U.S. Department of Labor implementing the National Defense Authorization Act. The twelve (12) month period during which the twelve (12) workweeks of leave may be taken under this section shall be the twelve (12) month period measured forward from the date upon which the employee's first FMLA leave begins. Parents of a child who are both employees of the City may take a maximum combined total of twelve (12) *weeks* of family care leave in a twelve (12) monthly period for the birth, adoption, or foster care of their child.

In addition, an employee with at least twelve (12) months of continuous service who has at least 1,250 hours of service during the previous twelve (12) month period will be entitled to up to twenty-six (26) weeks of FMLA leave to care for a spouse, son, daughter, parent or next of kin (as defined by FMLA regulations promulgated by the U.S. Department of Labor) who has a serious injury or illness incurred in the line of active duty military service for the United States armed forces.

a) Leave Requests:

Written requests for a family care or medical leave of absence must be submitted at least thirty (30) days before the leave is to commence or as soon as the reasons for leave become known to the employee if such prior notice is not possible. All leave requests must include the anticipated date(s) and duration of the leave. Any requests for extension of such leave must be received by the City at least five (5) working days before the date on which the employee was originally scheduled to return to work and must state the revised anticipated date(s) and duration of the leave, or as soon as the reasons for leave extensions become known to the employee if such prior notice is not possible.

b) Terms of FMLA Leave:

FMLA leave taken for the birth, adoption, or foster care placement of a child must be concluded within one (1) year of the birth, adoption, or placement, and may be taken intermittently in periods of at least two (2) weeks. Family care or medical leave for the serious health condition of the employee's spouse, parent or child; for the employee's own serious health condition; or for either Qualifying Exigency Leave or to care for a spouse, son, daughter, parent or next of kin who has a serious injury or illness incurred in the line of duty, may also be taken intermittently or on a reduced work schedule when medically necessary. If leave is taken intermittently or on a reduced schedule in order to accommodate planned medical treatment of the employee or family member, the City retains the discretion to transfer the employee temporarily to an alternative position with equivalent pay and benefits which better accommodates the employee's leave schedule.

If the leave is requested in connection with a planned, non-emergency medical treatment, the employee must make a reasonable effort to schedule the treatment so as to minimize the disruption of the City's operations.

c) Effect of FMLA Leave on Benefits:

During an employee's family care or medical leave, the City shall continue to pay for the employee's participation in the City's health plans and other benefits, to the same extent and under the same terms and conditions as would apply had the employee not taken leave.

d) Failure to Return Following Leave:

If the employee fails to return from FMLA leave for a reason other than the recurrence or continuation of the health condition that brought about the leave or other circumstances beyond the employee's control, the employee may, at the City's option, be required to reimburse the City for any health premiums paid by the City on the employee's behalf during any unpaid periods of the leave. The employee also may, at the City's option, be required to reimburse the City for such health premiums paid during the employee's unpaid leave if, upon the employee's return, the employee requests and is granted a reduced work schedule for which such benefits would not be paid by the City.

e) Certification of Eligibility:

Employees must consult with the Human Resources Director to determine their eligibility for the FMLA leave, the length and terms of the leave and reinstatement.

f) Medical Certification:

Any request for FMLA leave for an employee's own serious health condition; for family care leave to care for a child, spouse, or parent with a serious health condition; or to care for a spouse, son, daughter, parent or next of kin who has a serious injury or illness incurred in the line of active duty must be supported by medical certification from a health care provider. The employee must provide the required medical certification within fifteen (15) calendar days after the City's request for certification, unless it is not practicable under the circumstances to do so. Failure to provide the required medical certification may result in the denial of foreseeable leaves until such certification is provided. In the case of unforeseeable leaves, failure to provide the required medical certification within fifteen (15) days of being asked to do so may result in a denial of the employee's continued leave. Any request for an extension of the leave also must be supported by an updated medical certification.

g) Paid Leave:

The family care and medical leave of absence will generally be unpaid, except to the extent that the employee elects or the City, in its discretion, requires the employee to substitute paid accrued sick leave time during the leave of absence. The substitution of paid leave for family care or medical leave does not extend the duration of family care or medical leave to which an employee is entitled.

h) Return to Work:

Employees returning from family care or medical leave are entitled to reinstatement to the same or comparable position consistent with applicable law. If the employee has been on leave for his/her own serious health condition, before permitting the employee to return to work, the employee must provide medical certification that he or she is able to return to work and capable of performing the work.

i.) Non-Discrimination:

The City recognizes the value of family care and medical leave, and will not discriminate against any employee who chooses to exercise his or her right to such leave.

## **2. Pregnancy Disability Leave**

An employee disabled by pregnancy, childbirth, or a related medical condition may request a pregnancy disability leave. This leave may be for the period the employee's doctor verifies that the employee is disabled by pregnancy, childbirth, or a related medical condition, and that the employee is unable to perform her job, up to a maximum of four (4) months. This leave is in addition to any family care or medical leave to which the employee may be entitled under the City's Family Care and Medical Leave policy. The employee must consult with the City and make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize disruption to the City's operations. Any scheduling, however, shall be subject to the approval of the employee's health care provider.

a) Leave Requests:

For foreseeable events, if possible, the employee must provide thirty (30) days advance notice of the need for such leave. For events that are unforeseeable thirty (30) days in advance, the employee must notify the City as soon as practicable.

All leave requests must include the anticipated date(s) and duration of the leave. Any requests for extension of such leave must be received by the City at least five (5) working days before the date on which the employee was originally scheduled to return to work and must state the revised anticipated date(s) and duration of the leave.

b) Terms of Pregnancy Disability Leave:

Pregnancy disability leave may be taken intermittently or on a reduced work schedule when medically advisable, as determined by the employee's health care provider. If it is medically advisable for an employee to take intermittent leave or leave on a reduced work schedule and it is foreseeable based on planned medical treatment because of pregnancy, the City may require the employee to transfer to an available alternative position. This alternative position shall have the equivalent rate of pay and benefits, the employee must be qualified for the position, and it must better accommodate recurring periods of leave than the employee's regular job. It does not have to have equivalent duties. Transfers to an alternative position may include altering an existing job to accommodate better the employee's need for intermittent leave or a reduced work schedule.

c) Certification of Eligibility:

Employees must consult with the Human Resources Director to determine their eligibility for the leave, the length and terms of the leave, and reinstatement.

d) Medical Certification:

Any request for pregnancy disability leave must be supported by medical certification from a health care provider. The employee must provide the required medical certification within fifteen (15) calendar days after the City's request for certification, unless it is not practicable under the circumstances to do so. Failure to provide the required medical certification may result in the denial of foreseeable leaves until such certification is provided. In the case of unforeseeable leaves, failure to provide the required medical certification within fifteen (15) days of being asked to do so may result in a denial of the employee's continued leave. Any request for an extension of the leave also must be supported by an updated medical certification from their health care provider.

e) Paid Leave:

Pregnancy disability leave will be unpaid, except to the extent that the employee elects or the City requires the employee to substitute paid accrued sick leave time during the leave of absence. The substitution of paid leave for pregnancy disability leave does not extend the total duration of leave to which an employee is entitled.

f) Return to Work:

Employees returning from pregnancy-related disability leave are entitled to reinstatement to the same or comparable position consistent with applicable law. The City retains the right to deny reinstatement when such reinstatement would substantially undermine the City's ability to operate its business safely and efficiently. An employee who returns to work after a pregnancy disability leave must have a written release from her health care provider. This release must verify that the employee is able to return to work.

g) Non-Discrimination:

The City recognizes the value of pregnancy disability leave and will not discriminate against any employee who exercises her right to such leave.

### **3. Maternity and Paternity Leave**

a) Maternity Leave:

Maternity leave may be taken by female employees for up to one hundred twenty days (120) days. Family and Medical Leave of up to twelve (12) weeks is also available in addition to the leave provided in this sub-section 4.5.5.5 (1). In no case will leave be granted beyond one (1) year from the original maternity leave date. The one hundred twenty (120) day maternity leave and Family and Medical Leave of up to twelve (12) weeks does not constitute a break in service for purposes of seniority. Leave beyond this will be counted as a break in service for seniority purposes.

The employee must notify her Department Head at the earliest time of her expected date of delivery and the anticipated date upon which her maternity leave will commence. At the time the employee requests her maternity leave, she should inform the Department Head whether or not she intends to return to work

when her disability ends following childbirth. If for any reason she fails to return on her anticipated date of return without prior notice and proof of continuing disability, she will be subject to discipline.

Employees receiving this leave shall first be required to utilize accrued sick leave, and then shall be eligible to receive leave without pay. This leave shall commence upon certification from the employee's attending physician that she is no longer capable of performing the regular duties of her position. Upon expiration of the disability status, the employee may opt for Family Leave to care for the newborn child or shall be reinstated to her former position or to a comparable one if the former position is abolished during the period of leave and the employee would otherwise not have been laid off. Prior to the employee being reinstated, the Department Head will require a statement from the attending physician that the employee is physically capable of resuming the essential duties of her position.

Where it is the opinion of the Department Head that the employee should be placed on leave sooner than prescribed by her physician due to her inability to perform the essential duties of her position or for the protection of the employee's personal health and safety, he/she shall direct the employee to be examined by a second physician. The cost of this examination shall be paid by the City and shall not be ordered without prior approval of the City Manager. An employee may, based upon medical factors, request that her leave be extended beyond one hundred and twenty (120) days and shall submit a supporting statement from her attending physician. The Department Head, with the prior approval of the City Manager, may extend the leave for up to ninety (90) days.

b) Paternity Leave

A male regular employee is entitled to a five (5) day paternity leave in connection with the birth of his child. Paid leave shall be utilized for this period if sufficient balances exist. The provisions of sub-section 4.5.5.5, Family and Medical Leave pertaining to the birth of a child, also apply.

#### **4. Military Leaves of Absence**

Military leave shall be granted in accordance with the provisions of the State Military and Veterans Code. An employee requesting leave for this purpose shall provide the Department Head with a copy of the military orders specifying the dates, site and

purpose of the activity or mission. Within the limits of such orders, the Department Head may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave. Employees on temporary military leave of absence shall receive compensation in accordance with State Law, or Resolution passed by the City Council of the City of Dixon, whichever provides the employee with the greater benefit.

## **5. Jury/Witness Duty**

If an employee is requested to serve for jury or witness duty, he or she must bring the summons or subpoena to his or her supervisor within three working days of receipt. If called to jury or witness duty, employees will receive their regular pay for the working hours lost while on such duty. If an employee elects to receive mileage or compensation, such payment shall be remitted to the City in order to receive full salary continuance from the City while attending Jury Duty.

This policy does not apply to employees who select to serve as expert witnesses. If an employee elects to do so, he or she may request to use accrued vacation, compensatory time or personal holidays.

## **6. Time Off to Vote**

Employees are encouraged to fulfill their civic responsibilities by voting. If an employee is unable to vote in a statewide election during his or her nonworking hours, the City will grant up to two (2) hours of paid time off to vote. Employees must request time off to vote by submitting a request for time off to their immediate supervisor at least two (2) working days prior to the election day. Employees must submit a voter's receipt on the first working day following the election.

## **7. Excused Absences Without Pay**

The Department Head may recommend to the City Manager to grant a regular employee an excused absence without pay upon the written request of the employee when the employee has no applicable accrued leave time (e.g. vacation, floating holidays, sick leave). No benefits will accrue during unpaid excused absences in excess of 30 days. Leave accruals and other benefits will cease commencing with the 31<sup>st</sup> day of absence.

The maximum amount of leave which may be granted by the City Manager is one(1) year. If the employee returns to work within ninety (90) days, he/she shall be



entitled to employment in his/her former capacity. The City Manager has the discretion to transfer employees returning from leave beyond ninety (90) days pursuant to the provisions of section 4.5.5.1. If the employee does not report for duty at the end of the approved leave, he/she will be deemed to have abandoned his/her employment and shall be terminated pursuant to section 4.5.5.2.

## **8. Bereavement Leave**

In the event of a death in the immediate family, each full-time or benefited part-time employee shall be granted up to three (3) working days of paid bereavement leave. Employees assigned to work twenty-four (24) hour shifts shall be granted up to two (2) working shifts of paid bereavement leave.

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.

### **4.5.6 Workers' Compensation (On the Job Injuries and Illness)**

#### **4.5.6.1 In General**

An employee who is receiving Workers' Compensation temporary disability payments as a result of a work related injury or illness shall be treated the same as any other employee on the payroll; thus he/she will continue to accrue vacation and sick leave.

Sick leave will be supplementary to worker's compensation or disability insurance benefits and will be paid so that at no time will sick leave and worker's compensation or disability insurance payments combined exceed one hundred percent (100%) of the employee's average earnings for the standard workweek preceding disability.

An employee who is off from work because of injury or illness arising from, and in the course of, his/her employment shall be entitled to receive his/her regular salary during the first three (3) working days of such absence by using accrued paid leave time. Thereafter, the employee may coordinate accrued paid leave time with Worker's Compensation temporary disability payments. At such time that an employee's accrued paid leave time is exhausted, he/she may request an excused absence without pay according to the provision in Section 4.5.4.5 (7).

#### **4.5.6.2 4850 Time**

An employee engaged in public safety, as defined by the provisions of Section 4850 of the Labor Code of the State, shall be entitled to his/her regular salary in lieu of State Worker's Compensation payments if he/she suffers an injury or illness arising from, and in the course of, her/her employment for the period of his/her disability but not to exceed one (1) year. The employee's accrued sick leave and vacation time shall not be charged.

### **4.6 Holidays**

#### **4.6.1 City Holidays**

All regular and probationary City employees working more than twenty (20) hours per week shall be entitled to paid holiday leave for the following days:

- New Year's Day (January 1);
- Martin Luther King's Birthday (Third Monday in January);
- President's Day (Third Monday in February);
- Memorial Day (Last Monday in May);
- Independence Day (July 4);
- Labor Day (First Monday in September);
- Veteran's Day (November 11);
- Thanksgiving Day (4th Thursday in November);
- Day after Thanksgiving Day (4th Friday in November);
- Day before Christmas (December 24);
- Christmas Day (December 25).

When any of the above holidays fall on a Sunday, the Monday following shall be observed as a holiday. Public offices of the City shall be closed on the holidays identified above and shall not necessarily be closed on the state holidays as provided in California Government Code §§ 6700 - 6702.

#### **4.6.2 Employees Eligible for Pay on City Holidays**

Regular and probationary full time employees shall be compensated at the straight time rate on City holidays, even though no work was actually performed based upon the hours they normally work.

Regular and probationary part time employees working at least twenty (20) hours per week shall be compensated at the straight time rate, even though no work was actually performed, on a prorated formula based on the number of hours they normally work.

Temporary and seasonal employees, and employees working less than twenty (20) hours per week shall not receive any holiday pay.

#### **4.6.3 Holidays During Leave**

When any holidays fall during a paid leave period, employees will receive pay for the holiday in lieu of being charged with the appropriate leave time. If the holiday falls during an unpaid leave period, the employee will not receive holiday pay.

#### **4.6.4 Floating Holidays**

Floating holidays granted by a Memorandum of Understanding or Compensation Plan may be accrued, and used based on the provisions of the applicable Memorandum of Understanding or Compensation Plan. Floating holidays will be allocated on the date of hire, but on a pro rated basis for the remainder of the year, and allocated annually thereafter.

#### **4.6.5 Holiday Pay Upon Termination of Employment**

Upon leaving employment, an employee shall be paid the monetary value of the remaining floating holidays and for holiday hours accrued as a result of working on a City holiday. Such monetary value shall be calculated based on the employee's regular rate of pay at the time leaving employment.

### **4.7 Fitness for Duty**

The City Manager, may require an employee to submit to a physical or mental examination, or both, at any time if the City Manager or Department Head has reason to believe the employee's physical or mental condition, or both, affects his/her ability (a) to perform the duties of employment at a level of efficiency required by the City, or (b) to perform such duties without constituting a threat to him/herself, other employees, or City

property. Such physical or mental examination may be imposed as a condition of continued employment and shall be performed by a doctor chosen by the City.

## **4.8 Benefits**

### **4.8.1 General**

In addition to the monetary wages and other employee benefits provided by these Rules, the following benefits shall also be provided to all regular employees.

### **4.8.2 Insurance**

The City shall provide a health and welfare insurance plan(s) to all regular and probationary employees working at least fifty (50%) percent time (i.e., twenty (20) hours per week) and their dependents. The types, plans, scope of coverage, and related matters shall be determined by the City. Copies of the plan(s), and related documents and brochures shall be on file in the City's Human Resources Office, and shall be made available to covered employees upon request. The City shall make contributions for the plan(s) and insurance(s) in accordance with any applicable Memoranda of Understanding or compensation plans. Regular part time employees who are eligible for this benefit shall be eligible for the prorated portion of the City contribution. Contributions not covered by the City will be the responsibility of the employee, provided, however, that the City will make the same contributions for regular part time employees whose regular schedule is at least thirty-five (35) hours per week as it does for regular full time employees.

### **4.8.3 Retirement**

All regular full time, regular part-time employees working greater than twenty (20) hours per week, and probationary employees, shall participate in a retirement plan through the Public Employees' Retirement System (PERS). The City and employees will contribute those salary percentages to PERS in the amount and form set forth in one or more contracts between the City and PERS which may be adopted and amended from time to time. The employee's share, if any, shall be paid through a payroll deduction.

## **4.9 Standards of Conduct**

### **4.9.1 Purpose**

These standards of conduct govern everyday conduct for employees on the job. These standards of conduct do not cover every possible situation, but are considered reasonable standards of conduct for all employees. Individual departments may adopt

internal operating procedures or rules including standing orders which shall be consistent with these Rules and the standards of conduct contained in this section. Violation of any of these Rules or the standards of conduct set forth in this section may result in discipline up to and including dismissal.

## **4.9.2 Standards of Conduct**

### **4.9.2.1 Sleeping**

Sleeping during work hours is prohibited unless separate authorization has been given.

### **4.9.2.2 Disorderly Conduct**

Disorderly conduct including, but not limited to, such things as so-called practical jokes, horseplay, rowdiness, and running is prohibited.

### **4.9.2.3 Stealing**

Unauthorized possession of City property, parts, tools, or attempting to remove same from City property is considered stealing and is prohibited.

### **4.9.2.4 Intent to Harm Persons**

Threatening, intimidating, coercing, interfering, or fighting on City premises or while on City business or in City uniform or while wearing City insignia is prohibited.

Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, disability, marital status, sex, or age against the public or other employees while acting in the capacity of a City employee is prohibited.

Unlawful retaliation against any other City officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to actual or suspected violation of any law of this State or the United States occurring on the job or directly related thereto is prohibited.

### **4.9.2.5 Intent to Harm Property**

Acts during working time or on City property intended to destroy or harm property or, equipment, whether or not the destruction or harm actually occurs are prohibited.

#### **4.9.2.6 Bulletin Boards and Unauthorized Notices**

Posting notices on City property, other than City bulletin boards, without written approval or altering or removing any matter which has been posted by the City on the City bulletin boards or City property is prohibited.

#### **4.9.2.7 Alcohol, Illegal Drugs**

Possessing, using, or being under the influence of alcohol or illegal drugs on City premises, while on duty, or while transacting City business is prohibited.

#### **4.9.2.8 Prescription Drugs**

Failure to report use of prescription drugs that would potentially impair job performance and create a hazardous condition for the employee or others is prohibited.

#### **4.9.2.9 Firearms, Explosives, Dangerous Weapons**

Possession of firearms, explosives, or other dangerous weapons on City property, or attempting to bring firearms, explosives, or other dangerous weapons onto City property is prohibited unless required as part of the employee's duties.

#### **4.9.2.10 Reporting Injury**

Failure to report an injury to persons, or to report damage to the property or equipment of the City or others to his/her supervisor is prohibited.

#### **4.9.2.11 Smoking**

Smoking on duty or in City buildings, vehicles, or areas where smoking has been disallowed is prohibited.

#### **4.9.2.12 Falsifying Records, Reports, Fraudulent Statements**

Falsification of production records, time cards, reports, or any City records, or the unauthorized use, taking or possession of City records is prohibited. False injury claims and fraudulent or false statements of any nature are prohibited.

#### **4.9.2.13 Failure to Comply with Instructions**

Failure to follow City instructions, verbal or written, including refusing or failing to perform work assigned by a supervisor, failure to report for work at the time and place assigned, failure to return on time from an excused absence, or failure to comply with

established work at the time and place assigned, or failure to comply with established work procedures is prohibited.

#### **4.9.2.14 Discourtesy to Public, Employees, Supervisors**

Discourtesy to members of the public, fellow employees, or supervisors during working hours or while transacting City business is prohibited

#### **4.9.2.15 Political Activity**

Employees may not pose for campaign materials nor participate in any other political activities during working hours, on City property, or in City uniforms or while wearing other apparel or badges indicating their City employment. City employees shall not use City resources to support or oppose a candidate for any elective office, use City resources to support or oppose a recall effort, support or oppose any initiative, referendum or ballot measure, engage in political activities on City property. Violation of these rules can result in disciplinary action and can also be prosecuted as a crime.

#### **4.9.2.16 Conduct Unbecoming**

Engaging in conduct during working hours which tends to reflect unfavorably on, or brings discredit to, the City, or its employees, is prohibited.

#### **4.9.2.17 Inability to Perform Job or Obtain Required License or Certification**

Engaging in conduct, during work hours, which adversely impacts an employee's ability to perform the employee's required duties or results in an employee not having required licensure or certification.

### **4.10 Disciplinary Procedure**

#### **4.10.1 Purpose**

The purpose of the disciplinary procedure is:

To provide employees subject to disciplinary action with all rights to which they are entitled by law;

To provide an orderly procedure for pre-action notice, response, implementation, and appeal;

To correct deficiencies in employee performance and to assure improvement to meet job standards.

To these ends, the City shall generally utilize progressive discipline. However, the lack of prior discipline or lack of progressive discipline shall not prohibit the imposition of severe discipline, including dismissal where the circumstances warrant. In determining the type of discipline to impose the City shall consider all relevant factors including length of service, prior disciplinary records, and the severity of the current violation.

#### **4.10.2 Employee Representation**

An employee may have a representative present at all stages of the disciplinary process as outlined in Section 4.10.6 through 4.11 provided that the representative is not a party to the action.

#### **4.10.3 Types of Discipline**

Discipline may consist of:

An oral reprimand.

A written reprimand.

A suspension without pay for up to thirty (30) working days.

A demotion to a lower salary step in a given range and/or lower classification.

Termination.

#### **4.10.4 Administrative Leave**

An employee may be placed on administrative leave, with pay, pending investigation of facts possibly giving rise to the potential need for discipline.

#### **4.10.5 Notice of Proposed Disciplinary Action**

Prior to the imposition of discipline consisting of suspension without pay for three (3) or more days, reduction in pay, demotion, or termination, a regular employee shall be provided a written notice or "Skelly letter" by the Department Head proposing to implement discipline which contains:

1. Notice of the proposed action;
2. The reasons for the proposed action;
3. A copy of the charges and any materials upon which the proposed action is based;



4. Notice that the employee is entitled to an opportunity to respond to the charges orally or in writing, or both, personally or with a representative who may be an attorney;
5. The date and time of the response or “Skelly” meeting, which shall be held in no less than seven (7) calendar days, during which the employee and his/her representative shall have an opportunity to refute the charges or present facts that may not be known;
6. Notice that if the employee fails to attend the response meeting the employee shall be deemed to have waived all rights to said meeting and from appeal to any action taken.

#### **4.10.6 Response Meeting**

At the time and place set for the response or “Skelly” meeting giving the employee an opportunity to respond, the employee may respond orally and/or in writing, personally, or with a representative.

Neither party shall be entitled to call witnesses or take testimony.

At the meeting, the City Manager may consider information contained in the charges and recommendations, as well as information presented by the employee or his/her representative.

At the conclusion of the response meeting or within seven (7) days, the City Manager or his/her designee shall issue an order, implementing or determining not to implement the proposed disciplinary action. The City Manager may implement an action that is of lesser severity than what was initially proposed.

#### **4.10.7 Implementation of Discipline**

When discipline is imposed by the City Manager, a copy of the order shall be served upon the employee either personally, or by registered or certified mail, return receipt requested, at the last known address on file with the City. The order shall include:

1. A statement of the nature of the discipline imposed;
2. The effective date of the discipline;
3. A statement of the causes for the discipline;

4. A statement of the specific facts or omissions upon which the discipline is based; and
5. A statement advising the employee of his/her rights to appeal the disciplinary action, if any. This statement shall include the manner and time within which an appeal must be taken, and the required content of the appeal notice.

Disciplinary action other than a suspension, demotion or termination (i.e., written or oral reprimands) shall not be subject to appeal. Disciplinary action consisting of a suspension, demotion or termination may be appealed by regular employees pursuant to Section 4.11.

#### **4.11 Disciplinary Appeal Procedure**

After service of an order of disciplinary action consisting of a suspension, demotion or termination as specified in Section 4.10.6 a regular employee, or his/her representative, may appeal the discipline to a hearing officer. A written request for an appeal must be served on the City Manager within ten (10) days following the date of the order of discipline. The appeal shall include:

Specific grounds for review

Copies of materials on which the appeal is based.

##### **4.11.1 Selection of Hearing Officer**

The appeal shall be heard by a hearing officer provided to the City by a non-profit organization or governmental agency with whom the City has contracted to conduct hearing pursuant to these Rules. No hearing officer shall be compensated or evaluated, directly or indirectly, based upon the outcome of any hearing.

##### **4.11.2 Advisory Appeal Hearing and Decision**

The appeal hearing shall be an evidentiary hearing with due process rights including the right to present witnesses, present evidence, cross examine opposing witnesses, the right to counsel and findings to support the decision. However, the formal rules of evidence shall not apply, and the hearing officer shall be entitled to reply upon any evidence that reasonable persons would commonly rely upon in the course of the conduct of their business.

Within thirty (30) days of the conclusion of the hearing, the hearing officer shall render a written decision.

The decision of the hearing officer shall be provided to both parties. Any decision of the arbitrator shall be advisory to the City Manager. Upon review of the decision, the City Manager may affirm, modify, reverse, or otherwise resolve the disciplinary action. The decision of the City Manager shall be final subject only to judicial review pursuant to the Code of Civil Procedure Section 1094.5.

## **4.12 Grievance Procedure**

### **4.12.1 Purpose**

The purpose of this procedure is to provide for an orderly process for reviewing and resolving employee grievances at the lowest possible administrative level in the shortest possible time.

### **4.12.2 Matters Subject to Grievance**

A grievance is a complaint of one or a group of employees or a dispute between the City and an Exclusively Recognized Employee Organization involving the interpretation, application, or enforcement of the express terms of these Rules or a Memorandum of Understanding.

Disciplinary action shall not be subject to grievance. Those matters shall be governed by the disciplinary procedures set forth in these Rules. Evaluation of an employee shall not be subject to grievance.

In the event that this procedure conflicts with the procedures in a Memorandum of Understanding, the procedure set forth in the Memorandum of Understanding shall apply.

### **4.12.3 Informal Grievance Procedure**

The grievant shall orally discuss his/her grievance with his/her immediate supervisor within ten (10) days from the event giving rise to the grievance or from the date the employee could reasonably have expected to have had knowledge of such event. The employee shall identify the discussion as the informal step of the procedure. However, failure to identify the discussion as an informal step of the procedure shall not prejudice the grievant. The supervisor shall have seven (7) days to respond to the employee. The supervisor's response may be given orally or in writing and should clearly be identified as the informal response to the grievance.

#### **4.12.4 Formal Grievance Procedure**

##### **4.12.4.1 Level I**

If a grievant is not satisfied with the resolution at the informal level, he/she may within five (5) days of receipt of such answer file a formal written grievance with his/her immediate supervisor. The supervisor within five (5) days thereafter give a written answer to the grievant.

##### **4.12.4.2 Level II**

If the grievant is not satisfied with the written answer from his/her supervisor, the grievant may, within five (5) days from the receipt of such answer, file a written appeal to the Department Head. Within fifteen (15) days of the receipt of the written appeal, the Department Head shall investigate the grievance which may include a meeting with the concerned parties and give a written answer to the grievant. The Department Head may affirm, modify, reverse, or otherwise resolve the decision appealed.

##### **4.12.4.3 Level III**

If the grievant is not satisfied with the written answer from the Department Head, the grievant may, within five (5) days of such answer, file a written appeal to the City Manager or his/her designee. Within twenty (20) days of the receipt of the written appeal, the City Manager shall investigate the grievance which may include a meeting with the concerned parties and thereafter give a written answer to the grievant, which answer shall be final and binding unless appealed. The City Manager may affirm, modify, reverse, or otherwise resolve the decision appealed.

##### **4.12.4.4 Level IV**

If the grievant is not satisfied by the decision made by the City Manager, he/she may within fifteen (15) days of the response from the City Manager request, in writing, a hearing before an arbitrator. The hearing before the arbitrator shall be heard whenever possible within thirty (30) days of receipt of the request by the City Manager. The grievant shall be sent notice of the date of the hearing at least fifteen (15) days prior to the hearing.

Grievance arbitrations shall be conducted according to the rules of disciplinary matters as defined in section 4.11.

The arbitrator shall conduct a hearing and shall within thirty (30) days of conclusion of the hearing, render a written decision and/or order. Any decision and/or

order of the arbitrator shall be final. The cost of the arbitration, including the arbitrator's fee, shall be shared equally by the employee and the City.

#### **4.12.5 Automatic Advances**

If, at any step in the informal or formal grievance procedure, it is determined that the designated person who is to respond to the grievance does not have the authority to resolve the issue presented, the grievance automatically advances to the next line of authority as designated in the grievance procedure who does have the authority to respond.

#### **4.12.6 Time Limits**

Time limits are considered an integral and important part of the grievance procedure and may not be waived except by mutual written consent of the parties. In the event that a grievant fails to carry his/her grievance forward within a prescribed time period, the grievance shall be considered settled without precedent based upon the decision rendered at the most recent step utilized and any right to pursue the grievance further shall be deemed waived and abandoned. If a supervisor or manager fails to respond with an answer to a grievant within a given time period, the grievant may proceed to the next higher level of the grievance procedure.

#### **4.12.7 Expungement of Written Reprimands**

A written reprimand may be expunged upon sustained corrective behavior, as determined by the City Manager, after a period of three (3) years from the date of the reprimand. It is the responsibility of the employee to request that his/her personnel file be purged of the written reprimand. The City Manager will consider the following factors in making his/her decision: 1) whether the employee received further discipline of any kind, 2) that the employee's performance evaluation reviews are at least satisfactory in all categories, and 3) that the only one expungement can occur during their employment with the City of Dixon.