

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE CITY OF DIXON**  
**AND**  
**DIXON PUBLIC SAFETY MID-MANAGEMENT ASSOCIATION**  
**(DPSMMA)**

**JULY 1, 2022**

**THROUGH**

**JUNE 30, 2026**

**Adopted by**  
**Resolution 22- 239**  
**October 4, 2022**

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**ARTICLE I  
GENERAL PROVISIONS**

**1.1 General Provisions**

1.1.1 This Memorandum of Understanding (“MOU”) has been executed by the City Manager on behalf of the Dixon City Council (“City”) and representatives of the Dixon Public Safety Mid Management Association, (“DPSMMA”) or “Association”, on behalf of the Association.

1.1.2 This MOU applies to employees in the following classifications:

Assistant Fire Chief  
Fire Battalion Chief  
Fire Division Chief  
Police Captain  
Police Lieutenant

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

1.1.4 The Association is the only employee organization which is entitled to meet and confer with the City on behalf of permanent employees employed by the City in the classifications represented by the Association.

1.1.5 Representatives of the City and the Association have met and conferred, pursuant to the provisions of the Meyers-Milias-Brown Act and the City's rules regarding Employer/Employee Relations for the purpose of reaching an agreement concerning all matters within the scope of representation.

1.1.6 An agreement has been reached.

1.1.7 The City's rules regarding Employer/Employee Relations, as may be amended from time to time after meeting and conferring with the Association, are hereby incorporated in this document by reference.

**1.2 Term**

1.2.1 Except where the context otherwise determines or the MOU otherwise provides, the provisions of this MOU shall apply and shall remain in full force and effect from July 1, 2022 through June 30, 2026 and for such reasonable time thereafter as may be required to ratify, revise and supersede such provisions by action taken by the parties after good faith negotiations.

### **1.3 Negotiations**

1.3.1 The City and the Association agree to begin negotiations for the contract period beginning July 1, 2026 no later than April 1, 2026.

### **1.4 Reopener Language**

1.4.1 The City and the Association agree that before June 2026 the meet and confer process shall be convened if the City's General Fund Reserve drops to fifteen percent (15%) or below.

**ARTICLE II  
COMPENSATION**

**2.1 Salary**

2.1.1 Salary Schedule

Effective the first full pay period of July 2022 the Salary Schedule shall be revised. This revision shall reflect an increase in base salary of four percent (4%).

2.1.2 Effective the first full pay period of July 2023 the Salary Schedule shall be revised. This revision shall reflect an increase in base salary of four percent (4%).

2.1.3 Effective the first full pay period of July 2024 the Salary Schedule shall be revised. This revision shall reflect an increase in base salary of four percent (4%).

2.1.4 Effective the first full pay period of July 2025 the Salary Schedule shall be revised. This revision shall reflect an increase in base salary of four percent (4%).

**2.2 Equity**

2.2.1 The class(es) listed below shall receive equity adjustments during the term of this agreement. These increases shall occur concurrently, but will not compound, with increases set forth in Section 2.1.1., 2.1.2 and 2.1.3. Equity adjustments for the listed positions shall be effective the first full pay period after July 1 of the year indicated.

<u>Class</u>	<u>2022</u>
Fire Battalion Chief	2.5%

**2.3 Extra Hours**

2.3.1 With prior approval of the Fire Chief, Fire Battalion Chiefs shall receive additional compensation at straight time hour-per-hour pay at member's current salary step based on the Fire Battalion Chief 40-hour work week salary schedule or comp time earned at straight time when the Fire Battalion Chief is covering a partial or full shift they are not already scheduled to work for another Fire Battalion Chief who is absent due to sick leave, training, meetings, prescheduled vacation leave, emergencies or special projects.

2.3.2 The City and DPSMMA are aware at the time of the execution of this Agreement that there is a pending class action lawsuit in the U.S. District Court for the Southern District of California related to the computation of overtime eligibility for otherwise exempt employees who perform firefighting duties. The parties agree that if the Court determines that a different computation of overtime eligibility should pertain

to this classification of employees, the parties will reopen the MOU to modify this provision to comport with that decision.

## **2.4 Salary Range Separation**

- 2.4.1 Effective for the term of this agreement, the percentage differential between top step of the Police Lieutenant classification and top step of the Police Sergeant classification shall not be less than fifteen percent (15%) and the percentage differential between the top step of the Assistant Fire Chief classification and the top step of the Fire Battalion Chief classification shall not be less than ten percent (10%).

## **ARTICLE III INCENTIVE PAYS**

### **3.1 Education Incentive**

- 3.1.1 Employees in the classification of Police Lieutenant and Police Captain shall be eligible to receive the Police Professionalization Program.
- 3.1.1.1 Police Lieutenants and Police Captains shall be entitled to receive two and one-half (2.5%) of base pay for either the possession of a POST Intermediate Certificate or Associates Degree.
- 3.1.1.2 Police Lieutenants and Police Captains shall be entitled to receive five percent (5%) of base pay for either the possession of a POST Advanced Certificate or Bachelor's Degree.
- 3.1.1.3 Police Lieutenants and Police Captains shall be entitled to receive two and one-half percent (2.5%) of base pay for possession of a P.O.S.T. Management Certificate or Master's Degree.
- 3.1.1.4 The requirements for the POST Certificates are those set forth by the California Commission on Peace Officer Standards and Training.
- 3.1.1.5 It is the employee's responsibility to provide Human Resources with satisfactory proof of possession of Certificates and/or College Units or Degrees. Upon receipt and confirmation of documentation, Human Resources shall initiate a Personnel Action Form to add or change the incentive pay. The appropriate incentive pay shall be added to each paycheck issued to the participant while qualified under this program. The effective date of any increase in the level of participation shall be at the beginning of a pay period following receipt of satisfactory proof of Certification or College Units or Degrees.
- 3.1.1.6 Incentive pay for participation in this program shall be payable, while on probation, and only while the employee is actively employed as a Police Lieutenant and Police Captain with the City. The incentive pay shall be in addition to base pay and is taxable and subject to PERS regulation at the time of payment. Incentive pay shall not be payable during the term of a disciplinary suspension, disability retirement, long term disability, or when on leave of absence without pay.
- 3.1.1.7 These incentive pays for 3.1.1.1, 3.1.1.2 and 3.1.1.3 are cumulative for a maximum education incentive of ten percent (10%).

3.1.3 Fire Education Incentive Program for Assistant Fire Chiefs Fire Battalion Chiefs and Fire Division Chiefs:

3.1.3.1 Eligible employees who earn a BA/BS degree shall be entitled to receive two hundred and ten dollars (\$210.00) per month.

3.1.3.2 Eligible employees who earn a “Chief Fire Officer” certificate shall be entitled to receive two hundred and ten dollars (\$210.00) per month.

3.1.3.3 Eligible employees who earn a “Haz-Mat Specialist” or “Paramedic” certification shall be entitled to receive one percent (1%) of base pay.

3.1.3.4 It is the employee’s responsibility to provide Human Resources with satisfactory proof of possession of certificates and/or college units or degrees. Upon receipt and confirmation of the documentation, Human Resources shall initiate a Personnel Action Form to add or change the incentive pay. The appropriate incentive pay shall be added to each paycheck issued to the participant while qualified under this program. The effective date of any increase in level of participation shall be at the beginning of a pay period following receipt of satisfactory proof of certification or college units or degrees.

3.1.3.5 Incentive pay for participation in this program shall be payable, while on probation, and only while the employee is actively employed as a Assistant Fire Chief, Fire Battalion Chief or Fire Division Chief with the City. The incentive pay shall be in addition to base pay and is taxable and subject to PERS regulation at the time of payment. Incentive pay shall not be payable during the term of a disciplinary suspension, disability retirement, long term disability, or when on leave of absence without pay.

3.1.4 Unit employees who have completed probationary status are eligible to participate in the Educational Reimbursement Program as described in the City of Dixon Educational Reimbursement Program Administrative Policy and Procedure or as may be amended from time to time.

## **3.2 Bilingual Incentive**

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

### 3.3 Longevity Incentive

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

Completion of seven (7) years of service to the City of Dixon: two percent (2%) of base pay  
Completion of eleven (11) years of service to the City of Dixon: two percent (2%) of base pay  
Completion of fifteen (15) years of service to the City of Dixon: three percent (3%) of base pay  
Completion of twenty (20) years of service to the City of Dixon: one percent (1%) of base pay

3.3.2 The incentives are cumulative, not compounded, and cannot exceed eight percent (8%).

### 3.4 Physical Fitness Incentive

3.4.1 Employees in the classification of Police Lieutenant and Police Captain shall be eligible to receive Physical Fitness Incentive benefits. Receipt of benefit shall be subject to and in conformance with all rules and regulations governing said program.

3.4.1.1 Compensation for Police Lieutenants and Police Captains participation in the Police Physical Fitness Program is as follows:

- One hundred and twenty dollars (\$120.00) per month for employees achieving the “gold” rating.
- Ninety-five dollars (\$95.00) per month for employees achieving the “silver” rating.
- Seventy dollars (\$70.00) per month for employees achieving the “bronze” rating.

3.4.2 Employees in the classification of Assistant Fire Chief, Fire Battalion Chief or Fire Division Chief shall be eligible to receive Physical Fitness Incentive. Receipt of benefit shall be subject to and in conformance with all rules and regulations governing said program.

3.4.2.1 Compensation for employees’ participation in the Fire Physical Fitness Program is as follows: Two hundred and fifty dollars (\$250.00) per month for employees achieving a “passing” rating.

3.4.2.2 Administrative procedures for employee participation and testing for this program will be developed as Internal Departmental Standard Operating Procedures.

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

**4.1 Uniforms - Police Lieutenants and Police Captains**

4.1.1 Employees in the classification of Police Lieutenant and Police Captain shall receive Uniform Allowance benefits.

4.1.1.1 Employees in the classification of Police Lieutenant and Police Captain shall receive the following uniform allowance during the term of this MOU: one thousand two hundred dollars (\$ 1,200) per year.

4.1.1.2 Employee may elect to receive his uniform allowance on a bi-weekly basis (subject to tax deductions), or have his uniform allowance paid directly to the City's uniform vendor in order to purchase uniforms on a pre-tax basis. Employee shall make this election prior to June 30 of each year, to take effect July 1. If Employee elects to direct his uniform allowance directly to the City's uniform vendor, any allowances not spent directly with the vendor during the City's fiscal year will be forfeited. If Employee separates employment from the City and is no longer required to wear a Dixon Police Department uniform, he shall automatically forfeit any remaining allowances.

For employees that are Classic Members (as defined by PEPR), CalPERS considers the uniform allowance to be a form of compensation. Therefore, the uniform amount will be reported to CalPERS on an annual basis in the same pay period received as part of the employee's annual gross income. For employees considered to be New Members (as defined by PEPR), the uniform allowance amount will not be reported to CalPERS as special compensation in accordance with PEPR.

4.1.1.3 Any extraordinary costs necessitated by a City ordered change in the basic uniform required to be worn by employees shall be borne by the City.

4.1.1.4 The Basic Daily Uniform "BDU" will be the standard dress code for sworn officers while on duty.

4.1.1.5 The City will continue to provide soft body armor safety vests to represented safety (sworn) employees at a cost not to exceed six hundred and fifty dollars (\$650.00).

## **4.2 Uniforms - Fire Battalion Chiefs, Fire Division Chiefs and Assistant Fire Chief**

4.2.1 Employees in the classification of Assistant Fire Chief, Fire Battalion Chief or Fire Division Chief shall receive Uniform Allowance benefits.

4.2.1.1 Employees shall receive a uniform allowance of one thousand one hundred fifty dollars (\$1150.00) per year during the term of this MOU.

4.2.1.2 Employees' uniform allowance shall be paid bi-weekly. For employees that are Classic Members (as defined by PEPRA), CalPERS considers the uniform allowance to be a form of compensation. Therefore, the uniform amount will be reported to CalPERS on an annual basis in the same pay period received as part of the employee's annual gross income. For employees considered to be New Members (as defined by PEPRA), the uniform allowance amount will not be reported to CalPERS as special compensation in accordance with PEPRA.

4.2.1.3 Any extraordinary costs necessitated by a City-ordered change in the basic uniform required to be worn by employees shall be borne by the City.

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

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

## **ARTICLE V RETIREMENT**

### **5.1 PERS Retirement**

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

Police Lieutenants and Police Captains:

Tier One – Applicable to employees who are not defined as “New Members” in Government Code Section 7522.04 and were hired before November 20, 2011 are eligible for a 3% @ 50 benefit formula.

Tier Two – Applicable to employees who are not defined as “New Members” in Government Code Section 7522.04 and were hired on/after November 20, 2011 are eligible for a 3% @ 55 benefit formula.

Tier Three – Applicable to employees who are defined as “New Members” in Government Code Section 7522.04 and were hired on/after January 1, 2013 are eligible for the 2.7% @ 57 benefit formula.

Assistant Fire Chief, Fire Battalion Chiefs and Fire Division Chiefs:

Tier One – Applicable to employees who are not defined as “New Members” in Government Code Section 7522.04 and were hired before August 12, 2012 are eligible for a 3% @ 50 benefit formula.

Tier Two – Applicable to employees who are not defined as “new Members” in Government Code Section 7522.04 and were hired on/after August 12, 2012 are eligible for a 3% @ 55 benefit formula.

Tier Three - Applicable to employees who are defined as “New Members” in Government Code Section 7522.04 and were hired on/after January 1, 2013 are eligible for the 2.7% @ 57 benefit formula.

### **5.2 Deferred Compensation Plans**

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

### 5.3 PERS Retirement Plan Amendments

#### 5.3.1 Military Buy Back

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

#### 5.3.2 PERS coverage for Permanent Part-Time Employees

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

#### 5.3.3 Employee PERS Contributions

Tier One and Two - Employees shall contribute nine percent (9%) for Public Safety, employee's contribution.

Tier Three –New members shall contribute fifty percent (50%) of the total normal cost, unless otherwise determined annually by CalPERS, of the PERS retirement plan.

#### 5.3.4 Employer PERS Contributions

Employees shall also contribute an additional amount towards the employer share of PERS contributions, as follows:

Tier One and Two – Assistant Fire Chiefs, Fire Battalion Chiefs and Fire Division Chiefs shall continue to contribute 7.2% toward the employer share of PERS contributions (making the baseline total contribution for Fire Division Chiefs 16.2%).

Tier One and Two - Police Captains and Lieutenants shall continue to contribute six percent (6%) toward the employer share of PERS contributions (making the baseline total contribution for Police Captains and Lieutenants 15%).

**ARTICLE VI  
HEALTH AND RELATED**

**6.1 Monthly Benefit Allowance**

6.1.1 The City shall contribute to each employee’s MBA as follows:

Employee only	\$ 920.00
Employee + 1 dependent	70% of the Kaiser (Region 1) Employee + one rate
Employee + 2 or more dependents	70% of the Kaiser (Region 1) Employee + two or more (family) rate

6.1.2. Employees shall receive MBA as described below:

If employee has eligible dependent(s) but only enrolls in the individual health plan, that employee is eligible to receive the Employee + 1 or Employee + 2 or more dependents MBA tier amounts based upon the number of dependents. If there is a remaining credit this may be utilized for other benefits or as taxable income. The employee will need to provide proof that the dependents are covered under another “Group” health plan that meets the Affordable Care Act’s definition of minimum essential coverage (as described section 6.1.5). Employee will be required annually to update dependent status and provide proof of other coverage (as described in section 6.2.2).

6.1.3 Permanent Part-Time Employees (working 20 hours per week or more) are eligible for a pro-rate share based on the number of hours regularly worked as taxable income.

6.1.4 If no medical plan is chosen the unit member receives six hundred dollars (\$600.00) per month of the MBA as taxable income. Permanent part-time unit members receive a pro-rata share of the six hundred dollars (\$600.00) per month of the MBA based on the number of hours regularly worked as taxable income.

6.1.5 Affordable Care Act Compliance

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

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

2. If Unit Member cannot provide proof of MEC, Unit Member and any eligible dependents must enroll in the City's health plan program.

3. If waiving coverage for Unit Member and their eligible Tax Family dependents,

Unit Member must provide proof of "Group" health coverage.

If Unit Member fails to provide the annual attestation, they waive eligibility to receive the MBA.

## **6.2 Dependent Status Change/Verification**

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

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

## **6.3 CalPERS Medical Unequal Contribution Method**

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

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

6.3.3 The City shall pay the current CalPERS monthly administrative fees.

## **6.4 IRC Section 125 Plan (Cafeteria Plan)**

6.4.1 The City will maintain an IRC Section 125 Plan (Cafeteria Plan) for the benefit of employees.

- 6.4.2 After making the required contribution for medical insurance under the PERS Medical Unequal Contribution Method, the remaining dollars may be used by the unit member either to purchase medical insurance through CalPERS Health or to purchase any other optional plans that may be offered by the City in accordance with a qualified plan.
- 6.4.3 Plans currently offered include: Dental, Voluntary Vision, Long Term Care, Voluntary Group Life Insurance, and Supplemental Insurance Options.
- 6.4.4 The choice of insurance plan(s) is made once a year by employees during the open enrollment period, at time of hire for new employees, or when the employee's dependent status changes. Insurance premiums may be deducted from gross pay each payroll period throughout the plan year. Deductions from gross pay are the same as pre-tax contributions.
- 6.4.5 All employees shall be covered by a health insurance plan, either as offered by the City or from another source
  - 6.4.5.1 If a unit member is covered by a health insurance plan other than offered by the City, he or she has the option to waive the City's health insurance.
  - 6.4.5.2 The unit member must complete a City provided Health Insurance Waiver Form and provide proof of alternative health insurance plan coverage.
- 6.4.6 Flexible Spending Account (“FSA”) – Unreimbursed Medical/Dependent Care
  - 6.4.6.1 FSA participation begins January 1<sup>st</sup> of each year. Allocation amounts and/or modifications to these accounts must be determined for a full twelve (12) month period (i.e., the calendar year) during the open enrollment period, at time of hire for new employees, or when an employee's dependent status changes. Services must be received during the plan period, which is January 1 through December 31. Employees may rollover up to Five Hundred Dollars (\$500.00) into the next plan year (January 1-December 31). Any unused allocations over \$500 will be forfeited. For plan details, contact Human Resources. Administration costs associated with the Flexible Spending Account plan(s) will be paid by the City.

## **6.5 Long Term Disability Insurance**

- 6.5.1 The City shall provide for a long term disability plan for all employees who are regularly scheduled to work thirty (30) hours per week or more. The monthly

premium is paid by the City. Employees are entitled to benefits after sixty (60) calendar day's absence due to disability/illness and in accordance with the Personnel Rules and Regulations governing extended medical absence from the workplace due to illness or disability.

## **6.6 Medical Premium Payment Upon Retirement**

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

## **6.7 Employee Assistance Program**

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

## **ARTICLE VII WORK ASSIGNMENTS**

### **7.1 Work Schedule**

7.1.1 The City has established a workweek schedule consisting of forty (40) hours per week in increments of four (4) ten (10) hour workdays or five (5) eight (8) hour workdays. In addition, The City has authorized departments the option to operate under a 9/80 work schedule subject to the discretion of the Department Head. For clarification purposes a 9/80 work schedule as referred to in this MOU is a work schedule covering a 14-day work cycle period in which an employee is assigned to four (4) nine (9) hour days during a seven (7) day period and four (4) nine (9) hour days and an eight (8) hour day for the adjoining seven (7) day work period. Employees assigned to this unit are considered exempt from the Fair Labor Standards Act (“FLSA”).

### **7.2 Fire Battalion Chiefs Work Assignments**

7.2.1 Fire Operations Shift: Fire Battalion Chiefs assigned to shifts (48/96) will work the workweek schedule aligned with the shift they are assigned.

7.2.2 Fire Administrative Staff Shift: Fire Battalion Chiefs on staff assignments will work a standard 40-hour workweek which may be modified by the Fire Chief in accordance with City policy. Assignment to staff positions will be at the discretion of the Fire Chief for unspecified periods.

**ARTICLE VIII  
LEAVES**

**8.1 Sick Leave**

8.1.1 General

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

8.1.2 Accrual

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

8.1.2.1: Full-time Fire Battalion Chiefs (assigned to Fire Operations shift) who work a regular twenty-four (24) hour shift schedule accrue sick leave at the rate of twelve (12) hours for each full month of service completed. (Those who work 40 hours/week earn eight (8) hours for each full month of service.) There is no maximum accrual of sick leave credits.

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

8.1.3 Payment

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

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

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

#### 8.1.4 Family Illness

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

#### 8.1.5 Sick Leave Bank

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

#### 8.1.6 Bereavement Leave

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

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

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

## 8.2 Vacations

### 8.2.1 Accrual Rates

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

- 3.7 hours biweekly from initial date of hire through the first five (5) completed years of employment (12 days annually, i.e. 96 hours).
- 4.62 hours biweekly after five (5) completed years of employment (15 days annually, i.e. 120 hours).
- 6.16 hours biweekly after ten (10) completed years of employment (20 days annually, i.e. 160 hours).

8.2.1.1 Full-time Fire Battalion Chiefs who are assigned to a Shift Assignment shall accrue vacation at the rates outlined below:

- 5.55 hours biweekly from initial date of hire through the fire five (5) completed years of employment (6 shifts annually, ie 144 hours)
- 6.92 hours biweekly after five (5) completed years of employment (7.5 shifts annually, ie 180 hrs)
- 9.23 hours biweekly after ten (10) completed years of employment (10 shifts annually, ie 240 hrs)

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

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

#### 8.2.2 Advancement of Vacation Accrual Rate

Employees will be eligible to apply prior years of service employed as a Police Officer or Fire Fighter with a California City, County, State Agency or other agency recognized in the State of California as a Police or Fire Department for the purpose of vacation accrual rate. To be eligible for advancement to a higher accrual rate, requests must be made on the approved form and approved by the City Manager. Approved requests will be effective the first pay period following the date the completed form is received in Human Resources.

### 8.3 Holidays

8.3.1 The following Holidays are recognized by the City:

January 1	New Years Day
3rd Monday in January	Martin Luther King's Birthday
3rd Monday in February	Washington's Birthday
Last Monday in May	Memorial Day
June 19 <sup>th</sup>	Juneteenth Day
July 4 <sup>th</sup>	Independence Day
1st Monday in September	Labor Day
November 11	Veterans Day
4th Thursday in November	Thanksgiving Day
4th Friday in November	Day after Thanksgiving Day
December 24	Day before Christmas
December 25	Christmas

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

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

#### 8.3.2.1 Holidays Worked

When a Police Lieutenant or Police Captain are required to work on a holiday another day may be selected in lieu of the holiday with the approval of the Department Head. The holiday hours must be used by the end of the Fiscal Year. This benefit has no cash value.

#### 8.3.2.2 Floating Holidays

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

#### 8.3.2.3 Floating Holidays - Permanent Part-Time Employees

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

#### 8.3.3 Floating Holiday Cash Out

The City will automatically “cash out” accumulated floating holidays at the employee’s regular rate of pay during the last full pay period of the Fiscal Year.

#### 8.3.4 Fire Battalion Chiefs

Fire Battalion Chiefs assigned to Fire Operations shift assignment will be granted two (2) floating holidays per fiscal year (July-June). If the floating holiday is not used during the fiscal year in which it is earned, it will be included in the accrual of compensatory time.

Employees who work on a holiday shall earn twelve (12) hours of either compensatory time or pay at the straight time rate in addition to their regular pay. Employees who do not work on a holiday are entitled to either compensatory time or pay at the straight time rate if paid in the same pay period as the holiday.

When a holiday falls on a Sunday, the following Monday will be observed. When a holiday falls on a Saturday, the preceding Friday is observed. When a holiday falls on an employee's regularly scheduled time off, compensatory time is accrued at straight time.

8.3.4.1 Maximum Accrual/Cash Out

The maximum accrual for compensatory time is one hundred and forty four (144) hours. This includes holiday compensation and regular compensatory time off. Employees who have reached the maximum accrual for compensatory time shall receive straight time pay for any holidays due the employee while they are at the accrual maximum.

An employee may choose to “cash out” up to one hundred and twenty (120) hours of his/her accumulated compensatory time off once per fiscal year; however, in order to do so the employee must provide prior written notification to the Finance Department no later than thirty (30) days prior to the desired date of receipt of the cash out.

**8.4 Administrative Leave**

8.4.1 Assistant Fire Chiefs, Fire Division Chiefs, Police Captains and Police Lieutenants will receive one hundred and four (104) hours of administrative leave in recognition of extra hours required by the position and emergency overtime hours worked.

8.4.2 Fifty percent (50%) of the administrative leave total can be cashed out each year upon request. The permissible cash-out shall increase by five (5) percent each year commencing with the fifth (5<sup>th</sup>) year of employment to a maximum of eighty percent (80%) as noted below. Any existing time balance as of June 30 will be lost. Payout may be taken in cash, or directed toward a Deferred Comp Plan subject to annual limits. Upon termination, the employee may be paid for accrued unused administrative leave.

Year 1:50%	Year 6:60%
Year 2:50%	Year 7:65%
Year 3:50%	Year 8:70%
Year 4:50%	Year 9:75%
Year 5:55%	Year 10: 80%

8.4.3 Employees hired after July 1 of the fiscal year shall be entitled to a pro-rated share of administrative leave based upon the number of full pay periods remaining in that fiscal year.

- 8.4.4 Upon separation from service, the employee shall be paid for a pro-rated share of administrative leave based upon the number of full pay periods remaining in the fiscal year of separation.

## **ARTICLE IX MISCELLANEOUS**

### **9.1 Direct Deposit**

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

### **9.2 Vehicle Policy**

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

### **9.3 Testing**

#### 9.3.1 Drug and Alcohol

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

#### 9.3.2 COVID-19

For the safety of the employees and public members, DPSMMA members may perform a self-administered COVID-19 test voluntarily. Employees shall sign a consent form each time they are tested in order for the results to be shared with the City. Testing will be done in front of a trained observer. Employees may also be tested for COVID-19 if they were exposed to someone who tested positive and/or exhibiting symptoms of COVID-19. If employees test positive, the procedures in the COVID-19 Workplace Protection and/or Industrial Injury Prevention Plan (IIPP) will be followed.

### **9.4 Contracting Out**

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

contract out unit work in its sole discretion after meeting and conferring with the Association on the impact of the sub-contracting.

## **9.5 Salary Survey**

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

Benicia	Suisun	West Sacramento
Davis	Vacaville	Woodland
Fairfield	Vallejo	

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

9.6.1 Grievances, disciplinary actions and appeals thereto shall be conducted in accordance with the City Personnel Rules and the Dixon Police Department Policy Manual, which may be amended from time to time.

## **9.7 Retroactive Pay**

9.7.1 If required, retroactive pay will be issued within sixty (60) days from the signing of this contract.

## **9.8 Ongoing Discussion**

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

## **9.9 Participation on Fire Strike Team**

9.9.1 Fire Division Chiefs, Assistant Fire Chief and/or Battalion Chief assigned to work a California Office of Emergency Services (Cal OES) all-risk incident in which the City is being fully reimbursed for payroll, vehicle use and administrative fees will receive additional compensation or compensatory time off for every hour assigned to the incident as defined by the current portal-to-portal agreement with Cal OES which can be found at <https://www.caloes.ca.gov/cal-oes-divisions/fire-rescue/administration-reimbursement>. Per the California Fire Assistance Agreement (CFAA) typically the first 12 hours is not reimbursed unless the assignment continues past 12 hours, at which time the initial 12 hours is reimbursable.

Any Fire Division Chiefs, Assistant Fire Chief and/or Battalion Chief assigned to such an incident will be compensated for the hours beyond their normally-assigned

schedule at a rate that is one and a half (1 and 1/2) their normal pay rate. An employee who works more than 40 hours (per 7-day work period) will be compensated at straight time pay for the first 40 hours and then the one and a half (1 and 1/2) pay rate for additional hours worked in that same 7 day period. An employee who works the typical Dixon Fire Department schedule (48 hours on, 96 hours off) will receive straight time pay for their normal assigned days and will be compensated at the one and a half times (1 and 1/2) pay rate for the additional time worked. The Fire Division Chiefs, Assistant Fire Chief and/or Battalion Chief DPSMMA member covering behind (at the station) will be paid one and a half (1 and 1/2) their normal pay rate for all the hours worked to cover the deployed Battalion Chief.

An employee may opt to apply the time worked over the 40 or 48 hour work week towards compensatory time off, accrued at the same rates of pay.

**ARTICLE X  
MANAGEMENT RIGHTS**

**10.1 Management Rights**

Unless specifically in conflict with this MOU, all management rights shall remain vested exclusively with the City. City management rights include, but are not limited to, all rights set forth in the City's Employer Employee Relations Resolution, and each of the following:

- 10.1.1 The right to determine the mission of the City, including without limitation the City's agencies, departments, divisions, institutions, board and commissions;
- 10.1.2 The right of full and exclusive control of the management of the City; supervision of all operations; determinations of methods, means, locations and assignment of performing all work; and the composition, assignment, direction, location and determination of the size and mission of the work force;
- 10.1.3 The right to determine the work to be done by employees, including establishment of service levels, appropriate staffing and the allocation of funds for any position(s) within the City;
- 10.1.4 The right to review and inspect, without notice, all City-owned facilities, including without limitation desktop computers, work areas and desks, email, computer storage drives, voicemail systems and filing cabinets and systems except to the extent notice and/or other procedural requirements are required under law for lockers or other assigned storage space;
- 10.1.5 The right to change or introduce different, new or improved operations, technologies, methods or means regarding any City work, and to contract out for work;
- 10.1.6 The rights to establish and modify qualifications for employment, including the content of any job classification, job description or job announcement, and to determine whether minimum qualifications are met;
- 10.1.7 The right to maintain and modify the City's classification plan;
- 10.1.8 The right to establish and enforce employee performance standards;
- 10.1.9 The right to schedule and assign work, make reassignments and assign overtime work;
- 10.1.10 The right to hire, fire, promote, discipline, reassign, transfer, release, discipline, layoff, terminate, demote, suspend or reduce in step or grade, all employees;

10.1.11 The right to establish and modify bargaining units, and to assign new or amended classifications to particular bargaining units subject to restrictions set forth in the Meyers Milias Brown Act, Government Code Section 3508;

10.1.12 The right to inquire and investigate regarding complaints or concerns about employee performance deficiencies or misconduct of any sort, including the right to require employees to appear, respond truthfully and cooperate in good faith regarding any City investigation; and

10.1.13 The right to maintain orderly, effective and efficient operations.

## **10.2 Productivity**

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

**ARTICLE XI  
ADMINISTRATIVE PROVISIONS**

**11.1 Prior Agreement**

11.1.1 This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. Items contained in previous Memorandum of Understanding and/or City Council resolution which are not superseded or modified by this Agreement remain in effect.

11.1.2 It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein during the term of this Memorandum of Understanding. Nothing in this paragraph shall preclude the parties from jointly agreeing to meet and confer on any issue(s) within the scope of representation during the term of this Agreement. Matters within the scope of representation not covered by this Memorandum of Understanding shall not be changed until the City has given prior notice to and met and conferred with the Association.

**11.2 Alteration**

11.2.1 No agreement, alternation, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City and the Association.

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

**ARTICLE XII  
APPROVAL AND RATIFICATION**

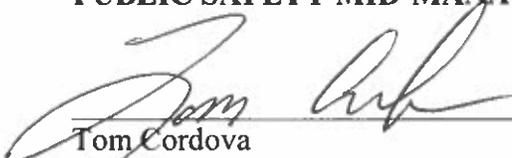
12.1 This Memorandum of Understanding shall become effective when approved by Resolution of the Dixon City Council and ratified by the Association membership.

**CITY OF DIXON**

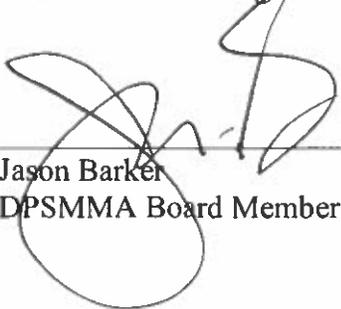
  
\_\_\_\_\_  
Jim Lindley  
City Manager

  
\_\_\_\_\_  
Rachel Ancheta  
Human Resources Director

**PUBLIC SAFETY MID-MANAGERS**

  
\_\_\_\_\_  
Tom Cordova  
DPSMMA Lead Negotiator

  
\_\_\_\_\_  
John Malone  
DPSMMA Board Member

  
\_\_\_\_\_  
Jason Barker  
DPSMMA Board Member

**RESOLUTION NO. 22-239**

**A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE DIXON PUBLIC SAFETY MID-MANAGER'S ASSOCIATION AND THE CITY OF DIXON FOR THE PERIOD OF JULY 1, 2022 THROUGH JUNE 30, 2026 AND 2022-23 BUDGET AMENDMENT.**

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

**WHEREAS**, the Memorandum of Understanding, attached as Exhibit A, covers a four (4) year term effective July 1, 2022 and concluding June 30, 2026; and

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

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

**BE IT FURTHER RESOLVED**, that the City of Dixon Fiscal Year 2022-23 Budget is amended by \$91,541.

<b>Account Number</b>	<b>Description</b>	<b>Current Budget</b>	<b>Amendment</b>	<b>New Budget</b>
100-161-511000-0000	Salaries/Wages	3,881,085	18,866	3,899,951
100-161-511600-0000	Uniform Allowance	38,400	600	39,000
100-161-512100-0000	Medicare	69,201	282	69,483
100-161-512200-0000	Retirement	1,218,401	2,238	1,220,639
100-161-512300-0000	Disability Insurance	14,920	26	14,946
100-161-512600-0000	Worker's Comp Insurance	160,751	798	161,549
100-166-511000-0000	Salaries/Wages	3,291,141	54,075	3,345,216
100-166-512100-0000	Medicare	62,348	796	63,144
100-166-512200-0000	Retirement	869,477	8,218	877,695
100-166-512300-0000	Disability Insurance	12,079	176	12,255
100-166-512400-0000	Health Insurance	347,498	839	348,337
100-166-512600-0000	Worker's Comp Insurance	310,338	4,627	314,965
General Fund Impact			<u>91,541</u>	

**PASSED AND ADOPTED AS A RESOLUTION AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DIXON ON OCTOBER 4, 2022.**

**AYES:** Ernest, Hendershot, Johnson, Pederson, Bird  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** None

**ATTEST:**



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**Kristin M. Janisch**  
Elected City Clerk



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**Steven C. Bird**  
Mayor

**RESOLUTION NO.:** 22 - 239  
**DATE:** OCT 04 2022