

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

THE CITY OF DIXON

AND

**THE DIXON PROFESSIONAL FIREFIGHTERS ASSOCIATION
LOCAL 4665**

JULY 1, 2017

THROUGH

JUNE 30, 2020

Approved by Resolution No. 18-016

January 23, 2018

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**MEMORANDUM OF UNDERSTANDING
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AND THE
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JULY 1, 2017 THROUGH JUNE 30, 2020**

**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 by representatives of the Dixon Professional Firefighters Association Local 4665 (Association) on behalf of the Association.

1.1.2 The Association is a recognized employee organization within the meaning of Chapter 2 the City's Personnel Rules.

1.1.3 The Association is the only employee organization which is entitled to meet and confer with the City on behalf of permanent full-time employees employed by the City in the safety classifications of: Firefighter, Firefighter Paramedic, Fire Engineer, and Fire Captain.

1.1.4 Representatives of the City and the Association have met and conferred, pursuant to the provisions of the Meyers-Milias-Brown Act and City's Personnel Rules, for the purpose of reaching agreement concerning all matters within the scope of representation.

1.1.5 An agreement has been reached.

1.1.6 Chapter 2 of the City's Personnel Rules, as may be amended from time to time after meeting and conferring with the Association, is hereby incorporated in this document by reference.

1.2 Term

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, 2017 to June 30, 2020 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, 2020, no later than April 1, 2020.

ARTICLE II COMPENSATION

2.1 Salary

2.1.1 Effective the first full pay period of July, 2017 the Salary Schedule shall be revised. This revision shall reflect an increase in base salary of one percent (1%).

2.1.2 Effective the first full pay period of July, 2018 the Salary Schedule shall be revised. This revision shall reflect an increase in base salary of three percent (3%).

2.1.3 Effective the first full pay period of July, 2019 the Salary Schedule shall be revised. This revision shall reflect an increase in base salary of three percent (3%).

2.2 Salary Range - Sixth (6th) Step

2.2.1 To encourage and acknowledge employee longevity, the City maintains a sixth (6th) step in the salary ranges of the following classifications: Firefighter, Firefighter Paramedic, Fire Engineer and Fire Captain. The 6th step, identified as F step, has been established at five percent (5%) above the E step.

2.2.2 Covered employees will be placed at the 6th step upon completion of 18 months at E step in the same classification.

2.3 Salary Range – Seventh (7th) Step, G

2.3.1 Effective the first full pay period of July, 2016 the Salary Schedule shall be revised. This revision shall be to add a seventh (7th) Step, G at five percent (5%) above the existing sixth (6th) Step, F.

2.3.2 Employees may be placed at Step G upon completion of twelve (12) months at Step F and upon completion of a performance evaluation of at least an overall “satisfactory” rating in accordance with the Personnel Rules.

2.4 Salary on Promotion

Employees shall receive a minimum five percent (5%) increase upon promotion to the next higher rank, provided however, that no employee shall receive more than the maximum salary for the new salary range.

2.5 Salary Range Separation

The salary for the classification of Fire Engineer shall be not less than five percent (5%) above the salary of Firefighter. The salary for the classification of Firefighter Paramedic shall be ten (10%) percent above the salary for firefighter. The salary for the classification of Fire Captain shall be not less than ten percent (10%) above the salary of Fire Engineer.

2.6 Salary Survey Cities

When conducting salary surveys the cities of: Benicia, Davis, Fairfield, Vacaville, Vallejo, West Sacramento and Woodland will be used. Salary Surveys shall be based on Total Compensation including top step of base salary, PERS Retirement, Dental, EMT Incentive Pay and Uniform Allowance.

**ARTICLE III
SPECIALTY PAYS AND FIREFIGHTER PARAMEDIC ASSIGNMENT**

3.1 Firefighter Paramedic Certification/Recertification.

3.1.1 Firefighter/Paramedics are responsible for maintaining, at the City's expense, paramedic license and continuous training necessary to perform their duties, in accordance with all applicable State laws, County ordinances, and other applicable rules, laws, and regulations.

3.1.2 Any Firefighter, Engineer or Captain who possesses or obtains a Paramedic's License will receive a 10% incentive to perform the function of a Paramedic, subject to the Fire Chief's approval and duty assignment.

3.2 Bilingual Pay

Individuals who apply for and are certified by the City to possess appropriate Spanish language skills shall receive a differential of \$100 per month. Recertification of bilingual skills may be required every three (3) years. Recertification shall be at the City's discretion and expense.

3.3 Acting Pay Differential

3.3.1 Fire Captain Acting Pay

Qualified individuals in the Fire Engineer or Firefighter or Firefighter Paramedic classifications shall receive a 5% differential in base pay for shifts or hours assigned and/or worked as Fire Captain.

3.3.2 Fire Engineer Acting Pay

Qualified individuals in the Firefighter or Firefighter Paramedic classifications shall receive a 5% differential in base pay for shifts or hours assigned and/or worked as Fire Engineer.

3.3.3 Acting Duty Chief

Qualified individuals assigned and worked as an Acting Duty Chief shall be paid five percent (5%) of his or her salary for the time he or she works as Acting Duty Chief. While the employees are working on behalf of the City of Winters under an Agreement approved by City Council on October 28, 2014; they will be paid at the rate of \$80/weekday evening, \$200/weekend day, and \$200/holiday as defined in Article 11.1.

3.4 Hazmat Pay

Up to three (3) qualified individuals, who are assigned by the Fire Chief to be members of the Solano County Hazardous Materials Response Team (the "Team"), shall be paid an incentive of \$166.00 per pay period. The Fire Chief shall have sole discretion in designating personnel to the Team. If a designated Team member is not able to adequately meet the requirements of the role as determined by the Fire Chief, then the Fire Chief can discontinue the assignment at any time. Such removal in and of itself shall not constitute a disciplinary action, and therefore shall not be subject to the grievance process or the appeal process.

3.5 Paramedic Coordinator Incentive Pay

One (1) qualified Paramedic may be assigned to the duties of Paramedic Coordinator. This person will receive a five percent (5%) incentive for performing the duties necessary to coordinate the Paramedic Program. In the event the person is not employed in the classification of Firefighter/Paramedic but possesses the necessary licenses, the Coordinator incentive will be in addition to receiving an incentive for paramedic certification as described in 3.1.2.

3.6 Other Compensable Items

Other items not set forth herein which are compensable as terms and conditions of employment of the employees covered by this MOU shall continue to be compensated by the City unless determined otherwise by the City Council in accordance with applicable law including the Meyers-Milias-Brown Act.

ARTICLE IV
OVERTIME, COMPENSATORY TIME, STAND-BY AND CALL-BACK

4.1 Overtime Pay and Compensatory Time (including holiday compensatory time)

4.1.1 Employees shall be compensated at 1 and ½ times the employee's regular rate of pay, as that phrase is defined in the Fair Labor Standards Act (FLSA), for all hours worked in excess of one hundred eighty-two (182) hours per twenty-four (24) day work period. All overtime hours must be approved in advance by the Fire Chief or his/her designee; provided, however, that when emergency conditions exist, the Fire Chief or his/her designee may approve exceptions to this procedure.

4.1.2 In lieu of overtime pay, employees may be allowed to accrue compensatory time off at the employee's regular rate of pay (as that phrase is defined in the FLSA) at the discretion and approval of the Fire Chief or his/her designee at a ratio of 1 and ½ hours of compensatory time off for each hour of overtime worked, subject to the accrual maximum set forth in Section 4.1.4 below. Employees desiring to accrue compensatory time off in lieu of receiving overtime pay must submit their request for compensatory time accrual during the pay period in which the compensatory time off is earned (i.e. during the pay period in which the overtime hours are worked). Failure to make a timely request for the accrual of compensatory time off in lieu of overtime pay will result in the employee receiving overtime in pay.

The City will implement reporting of time worked over the Fair Labor Standard Act (FLSA) threshold of 53 hours (overtime) as premium pay in accordance with California Code of Regulations (CCR), title 2, section 571.

4.1.3 Employees shall be allowed to accrue a maximum of one hundred and forty-four (144) hours of compensatory time off, which shall include holiday compensatory time off. Employees who have reached the maximum accrual for compensatory time shall receive pay for any overtime worked while they are at the accrual maximum. (Also see Section 11.2.1)

4.1.4 An employee may choose to "cash out" up to one hundred and twenty (120) hours of his/her accumulated compensatory time off at multiple intervals throughout the 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. (Also see Section 11.2.2)

4.2 Emergency Stand-By

4.2.1 Employees shall be available, as designated by a written schedule approved by the Fire Chief, for emergency call-back on weekends, holidays and days off.

4.2.2 Employees shall be paid \$2.08 per hour for any hours assigned to stand-by duty.

4.2.3 Stand-by duty requires that the employee:

- Be ready to respond immediately when called for service;
- Be reachable by telephone, pager or vehicle radio;
- Remain within a reasonable distance from the City to be able to respond within 30 minutes; and,
- Refrain from activities which might impair the ability of the employee to perform the assigned duties.

4.2.4 Should an employee carry a pager for his/her convenience, the employee shall not be compensated for stand-by nor shall the employee be required to respond if paged. Employees carrying a pager but not compensated for stand-by shall not be restricted in their activities, location or availability.

4.3 Call-Back

4.3.1 An employee who is called back to work while off-duty, shall be paid for a minimum of two (2) hours work at the overtime rate. Such compensation shall be computed from the time the employee arrives at his/her designated Station to being released by the Duty Officer or Station Captain. This Section will not apply if the employee is being called back to complete work that should have been finished prior to the end of his/her shift.

**ARTICLE V
EDUCATIONAL INCENTIVE**

5.1 Fire Education Program

5.1.1 Employees represented by the Association are entitled to participate in the Fire Education Incentive Program.

5.1.2 It is the employee's responsibility to provide Human Resources, as described in section 5.2, with satisfactory proof of educational attainment or possession of College Degrees.

5.1.3 Incentive pay for participation in this program shall be payable only while the employee is covered by this MOU and is actively employed with the City.

5.1.4 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.

5.1.5 Responsibility for course maintenance and notification regarding maintenance to Human Resources rests with individual members of the affected employee group.

5.2 Procedure for Applying for Incentive Pay Awards

5.2.1 Eligible employees who have successfully completed an approved course or who earn or possess an AA/AS or BA/BS degree in an approved field of study may apply for an incentive pay award by completing an "Educational Incentive Pay Application Form" (the "Form") and returning the completed Form, together with required proof of course completion, to the Fire Chief or his/her designee.

5.2.2 The Fire Chief or his/her designee reviews the Form to ensure it is complete and that the required or substantiating proof accompanies the Form. Assuming the Form is complete, and the proof required is attached and deemed sufficient, the Fire Chief then signs the Form confirming that he/she has reviewed and verified it and forwards it and the accompanying attachments to Human Resources.

5.2.3 Human Resources then reviews the completed Form and attachments and forwards a Personnel Action Form to Administrative Services/Payroll.

5.2.4 The incentive pay will begin on the first pay period following the date that the approved course or degree is completed provided the completed "Educational Incentive Pay Application form" and required proof is

provided to Human Resources within 90 calendar days of completion of degree or receipt of the course completion certificate. Completed "Educational Incentive Pay Application form" and required proof received after 90 calendar days will be effective at the beginning of the pay period following the date received by Human Resources.

5.3 Schedule of Incentive Pay Awards

5.3.1 Eligible employees who earn a Fire Technology or Fire Science Certificate shall be entitled to receive \$60/month.

5.3.2 Eligible employees who earn an AA/AS degree in Fire Science or equivalent shall be entitled to receive \$120/month.

5.3.3 Eligible employees who earn a BA/BS degree shall be entitled to receive \$180/month.

5.3.4 An employee who achieves a "Fire Officer" certificate shall be entitled to receive \$120/month.

5.3.5 An employee who achieves a "Chief Fire Officer, Fire Mechanic, Fire Instructor, Fire Inspector, Fire Investigator, or Apparatus Driver/Operator" certificate shall be entitled to receive \$120/month. If more than one certificate is achieved under this section, employee shall only receive a maximum of \$120/month.

5.4 Phasing In of Education Incentive Program

Notwithstanding any other provision of this Section, effective July 1, 2014 the maximum education incentive pay for which any employee shall be eligible shall be \$420/month.

5.5 Education Reimbursement Program

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

**ARTICLE VI
UNIFORMS AND SAFETY EQUIPMENT**

6.1 Uniforms

The Fire Chief shall set reasonable standards for uniform appearance.

6.2 Uniform Allowance

Employees shall receive a uniform allowance in the amount of \$1,150 per year, during the term of this MOU. This allowance will be paid bi-weekly.

For employees that are classic members (as defined by PEPRA), CalPERS considers the uniform allowance to be a form a compensation. Therefore, the uniform allowance 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.

ARTICLE VII RETIREMENT

7.1 PERS Retirement

7.1.1 The City will continue its participation in the Public Employees Retirement System (PERS) for employees as follows:

- Tier One – Applicable to employees who are not defined as “New Members” in Government Code Section 7522.04(f) and were hired to the City of Dixon before August 12, 2012 are eligible for a 3% @ 50 benefit formula with a three-year average compensation formula;
- Tier Two – Applicable to employees who are not defined as “New Members” in Government Code Section 7522.04(f) and were hired to the City of Dixon on/after August 12, 2012 are eligible for a 3% @ 55 benefit formula with a three-year average compensation formula;
- Tier Three – Applicable to employees who are defined as “New Members” in Government Code Section 7522.04(f) and were hired on/after January 1, 2013 are eligible for a 2.7% @ 57 benefit formula with a three-year average compensation formula;
- 1959 Fourth Level Survivor Benefits;
- Continuation of Death Benefits After Remarriage

7.1.2 Employee Share: Effective the first full pay period following City Council approval of the MOU, employees shall pay 9.0% of the employee PERS rate.

7.1.3 Contributions for New Members

New members shall contribute 50% of the total normal cost, determined on an annual basis by PERS, as required by California Government Code Section 7522.30(c).

7.1.4 Employer Share: Employees will also contribute to the employer PERS rate as follows:

Effective the first full pay period following City Council approval of the MOU, to the extent the City’s combined employee and/or employer share obligation exceeds 34%, employees will contribute the percent in excess of 34% toward the employer PERS rate via a payroll deduction.

7.2 Deferred Compensation Plans

All employees may participate in the Deferred Compensation Plans offered by the City by deferring a portion of their salary via payroll deduction.

**ARTICLE VIII
PHYSICAL FITNESS PROGRAM**

8.1 Physical Fitness Program

8.1.1 Compensation for employees' participation in the Fire Physical Fitness Program is as follows: Two hundred fifty dollars (\$250) per month for employees achieving a "passing" rating.

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

**ARTICLE IX
HEALTH AND RELATED**

9.1 Medical Insurance

9.1.1 City Contribution

Effective July 9, 2017 the City's contribution toward the employees' Monthly Benefit Allowance will be:

| | |
|---------------------------------|---------|
| Employee only | \$920 |
| Employee + 1 dependent | \$1,130 |
| Employee + 2 or more dependents | \$1,335 |

Effective December 24, 2017, the City's contribution toward the employees' Monthly Benefit Allowance will be:

| | |
|---------------------------------|---|
| Employee only | \$920 |
| Employee + 1 dependent | \$1,130 |
| Employee + 2 or more dependents | 70% of the Kaiser (Bay Area) Employee + 2 or more (family) rate. |

If no medical plan is chosen, the unit member receives Six Hundred Dollars (\$600.00) of the MBA as taxable income.

9.1.2 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 Monthly Benefit Allowance.
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 a Unit Member fails to provide the annual attestation, he or she waives eligibility to receive the Monthly Benefit Allowance.

9.1.3 CalPERS Medical Unequal Contribution Method

The City will continue its contract with the California Public Employees Retirement System ("PERS") for medical insurance under its Public Employees Medical and Hospital Care (PEMHCA) Program, and will pay the monthly City's contribution toward employee and annuitant health premiums for each employee enrolling himself/herself, and where applicable, his/her eligible dependents in one of the medical plans offered by PERS.

9.1.4 City agrees to pay the current monthly administrative fee charged by PERS (0.5%). If the administrative fee increases, or if the PERS Board of Directors implements a contingency reserve fund (CFR) assessment, these costs shall be borne by the employee to a maximum of one and one-half percent (1.5%). The City agrees to pay the cost of any increase over one and one-half percent (1.5%) for term of this MOU.

9.2 Flexible Benefits Plan

9.2.1 Optional Insurance Plans

Commencing with the first full month after the date of initial employment, an Association member will receive a Monthly Benefit Allowance at the applicable rate referenced in Section 9.1.1

After making the required contribution for medical insurance under the PERS Medical Unequal Contribution Method, the remaining dollars may be used by the Association member either to purchase medical insurance through PERS Health or to purchase any other optional plans that may be offered by the City in accordance with a qualified plan.

Plans currently offered include: Dental, Long Term Care, Voluntary Vision, Voluntary Group Life Insurance and Supplemental Insurance Options.

9.2.2 Pre-Tax Payment Plan

Elected cafeteria plan benefits costing in excess of the City's contribution shall be paid by the employee through payroll deduction. This payroll deduction may be made with pre-tax dollars through the City's Flexible Benefits, IRS Section 125 Plan.

9.2.3 Health Plan Waiver Option

If an employee is currently covered by another health insurance plan, he/she has the option to waive the City's health insurance. The employee must complete a City provided Health Insurance Waiver Form and provide proof of medical coverage.

9.2.4 Distribution

The City's Monthly Benefit Allowance (MBA) will be added to the employee's earnings as taxable income and may be used for benefits under the IRC Section 125 (cafeteria) or other pre-tax program options offered by the City. The MBA will not be added to the base salary for purposes of calculating PERS contributions or other salary based incentive pay/benefits.

9.2.5 Flexible Spending Account (FSA) – Unreimbursed Medical/Dependent Care

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

9.3 Dependent Status Change/Verification

9.3.1 Dependent Status Notification

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 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.

9.3.2 Annual Verification

At least annually the City may require the employee to verify his/her dependent status in writing to ensure that the City is contributing the appropriate amount toward health and dental insurance premiums, and Flexible Benefits Plan options. The City will use the PERS definition of the term "dependent." The City reserves the right to conduct random checks of dependent status.

9.4 Long Term Disability Insurance

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 days off from employment at the rate of two-thirds (2/3) of base salary. The City agrees to explore other cost-neutral Long-Term Disability alternatives and agrees to meet and confer with the Association after assessing those alternatives.

9.5 Employee Assistance Program

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

9.6 IRS 125 Program

The City will maintain in effect the IRS 125 program as it relates to employee benefit insurance premiums.

9.7 Bereavement Leave

In the event of a death in the immediate family, each full-time employee shall be granted up to two (2) working shifts of paid bereavement leave per incident.

As soon as the need for a bereavement leave is known, the employee, or someone on his/her behalf, must notify the employee's immediate supervisor. The employee is responsible for certifying as to his/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.

**ARTICLE X
WORK ASSIGNMENTS AND STAFFING**

10.1 Schedule Changes

10.1.1 Except in emergencies, employees shall be provided twenty-four (24) hours advance notice prior to a change in their regular work schedule when being assigned to a light duty/bridge assignment. If circumstances do not permit twenty-four (24) hours' notice, the employee shall be entitled to compensation at the overtime rate for one eight (8) hour work day or twenty-four (24) hours, whichever is less. Provisions of this Section shall not apply to newly hired employees undergoing field training.

10.1.2 Except in emergencies, employees shall be provided seventy-two (72) hours advance notice prior to a change in their regular work schedule. If circumstances do not permit seventy-two (72) hours' notice, the employee shall be entitled to compensation at the overtime rate for hours worked until the seventy-two (72) hour period has passed. A shift starting within a seventy-two (72) hour period shall be compensated at overtime rates for the entire shift. Provisions of this Section shall not apply to newly hired employees undergoing field training.

10.2 Other Work Assignments/Staffing Topics

10.2.1 Should any employee in the Association become ill or injured requiring modified job duties, that employee may be assigned to a five (5) day, forty (40) hour work week.

10.2.2 Fire Safety personnel required to work on a City recognized holiday will receive compensatory time at a rate of one-half shift per holiday, except in the case of unit employees who work 40 hours/week, who shall accrue eight (8) hours of holiday compensation. All holiday compensation will be accrued and will be available for use the day following the holiday for which it was accrued.

10.2.3 Sick/family leave, vacation time, compensatory time off will not be counted as hours worked. Should an employee require use of paid leave time (sick/family leave, vacation time, compensatory time off) on a day he/she would normally be scheduled to work twenty-four (24) hours, twenty-four (24) hours of paid leave time will be required. Partial leave requests of twenty-four (24) hours or less will only be permitted by the Fire Chief or his/her designee if overtime is not incurred.

10.2.4 City employees shall not carry on, concurrently with their public employment, any other employment, outside employment which conflicts or interferes with their City employment. A determination as to whether outside employment conflicts with City employment will be made by the

Fire Chief or his/her designee in writing. Any dispute can be appealed in writing to the City Manager whose decision on such matters shall be final. Once approval is granted for outside employment, the employee shall be responsible for informing the Fire Chief or his/her designee if a new outside business is requested. Said changes will necessitate a review of the outside employment by the Fire Chief or his/her designee.

On an annual basis, in a Departmental log maintained by the Fire Chief's designee, employees with an outside employment will be required to confirm by their signature the following information: the nature of the outside employment; the name and address of the firm; the physical demands /requirements of the job; and the name and policy number of the secondary employer's worker's compensation insurance carrier.

10.2.5 Compensatory time off will be authorized by the Fire Chief or his/her designee on a case-by-case basis under the following conditions:

- Compensatory time accrual must only be approved by the Fire Chief or his/her designee.
- No more than one (1) sworn Fire personnel are allowed to be off of a shift at any given time.
- Whenever possible, the request for time off is made at least twenty-four (24) hours in advance, however if there is a full shift and/or if overtime would not occur the employee may request time off to the Duty Chief with shorter notice.

10.2.6 In the event an employee classified as a Firefighter Paramedic wishes to relinquish his paramedic designation and voluntarily demote to the classification of Firefighter, he/she shall be permitted to do so subject to the following terms and conditions:

- There must be a vacant position in the rank of Firefighter available for him/her to fill.
- A qualified paramedic is available to fill the vacancy created by the demotion.

10.2.7 For purposes of promotion, all time served in the rank of Firefighter Paramedic shall be considered the same as time spent in the rank of Firefighter.

10.3 Core Capabilities Committee

10.3.1 Purpose

The purpose of the Core Capabilities Committee (“Committee”) is to strengthen information sharing and collaboration amongst the City of Dixon Fire Department, the City of Dixon community, first responders, and multi-jurisdictional agency participation for all-hazard planning, response and recovery capabilities.

Additionally, the Committee will work with the Fire Chief to provide recommendations to strengthen structural, wildland, and specialize firefighting capabilities to manage and suppress fires and hazards of all kinds, while protecting the lives, property, and the environment in the affected areas.

10.3.2 Committee Team Members

In January of each calendar year, the Fire Chief will appoint DPFA members to participate on the Committee for one calendar year.

The number of Committee team members shall be determined by the Fire Chief, in his discretion, based upon the City’s current community assessment and associated projects for Cal OES, acting as the State Administrative Agency (“SAA”), under the Department of Homeland Security (“DHS”) for FEMA. Additionally, there is no required minimum or maximum number of employees who may be appointed to the Committee.

There is no limit on how many times a DPFA member can be appointed to the Committee.

10.3.3 Committee Team Meetings

The Committee shall meet as needed, as determined by the Fire Chief, but no less than twice per year, and no more than two (2) hours per quarter.

Committee meetings shall not negatively affect the City of Dixon Fire Department operations, or bear any financial burden to the City, such as overtime. For that reason, meetings will take place while Committee team members are on duty.

The Fire Chief may decide to hold meetings in person, by email, by conference call, or by any other means available.

10.3.4 Stipend

The Committee members will receive One Hundred Dollars (\$100.00) per month for his or her participation on the Committee.

10.3.5 Termination

It is understood that the obligations under this Section 10.3 terminate upon expiration of this Agreement, June 30, 2020, and that this Section 10.3 (and/or the City's compliance with this Section) creates no obligation, pattern or practice with regard to continuing the Committee and/or any payments under this Section beyond the term of this Agreement.

**ARTICLE XI
HOLIDAYS**

11.1 Holidays

11.1.1 The following holidays are recognized by the City:

| | |
|-------------------------------|-------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Birthday | Veterans' Day |
| Washington's Birthday | Thanksgiving Day |
| Memorial Day | Christmas Eve Day |
| Independence Day | Christmas Day |

In addition, employees 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.

11.1.2 Employees who work on a holiday are entitled to earn 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.

11.1.3 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 a Saturday or on an employee's regularly scheduled time off, compensatory time is accrued at straight time.

11.2 Maximum Accrual/Cash Out

11.2.1 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. (Also see Section 4.1.4)

11.2.2 An employee may choose to "cash out" up to one hundred and twenty (120) hours of his/her accumulated compensatory time off at multiple intervals throughout the 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. (Also see Section 4.1.4)

**ARTICLE XII
VACATION**

12.1 Vacation

The maximum vacation balance allowed is two (2) times the current annual accrual. Employees who have reached the maximum accrual for vacation shall not accrue any additional vacation while they are at the accrual maximum. Upon separation, employees are entitled to receive payment at their current base pay for all vacation time earned but not taken as of the effective date of separation.

12.2 Vacation Accrual Rates

Full-time employees shall accrue vacation at the rates outlined below:

| | |
|--|---|
| Upon completion of 5 years of service | 180 hrs/year (based on 24/hr shift schedule) 120 hrs/year (based on 40/hr per week schedule) |
| Upon completion of 10 years of service | 240 hrs/year (based on 24/hr shift schedule) 152 hrs/year (based on 40/hr per week schedule) |

There is a six (6) month waiting period for new employees before they are entitled to use any vacation time accrued.

12.3 Vacation Requests

12.3.1 Leave Forms

Employees shall request vacation leave on forms provided by and in accordance with procedures established by the City. The City will approve vacation leaves at its sole discretion.

12.3.2 Vacation Denial

Employees who have requested and were denied vacation within twenty-eight (28) days (two (2) payroll periods) of reaching their vacation accrual maximum, shall be allowed an additional forty-two (42) days (three (3) payroll periods) upon reaching the maximum during which vacation accrual shall continue. The employee shall be scheduled consecutive

time off in twenty-four (24) hour increments during the sixty (60) day extension period sufficient to place the employee below the vacation accrual maximum. Department Heads shall be responsible for promptly notifying the Administrative Services Department when employees qualify for additional time to accrue vacation under this provision.

**ARTICLE XIII
SICK LEAVE**

13.1 Sick Leave - General

The purpose of sick leave is to provide income protection if an employee is unable to work due to injury or illness. Sick leave may be used only in case of personal illness, family illness per Section 13.4.1 disability, medical or dental care.

13.2 Accrual

Full time permanent or probationary employees 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.

13.3 Payment

For employees who have completed one year of service, accrued sick leave may be converted to cash upon resignation or retirement according to the following schedule:

Completion of:

| | |
|-------------|--|
| 1-5 years | 20% |
| 6-10 years | 30% |
| 11-20 years | 32 to 50% (2% per year is added up to twenty (20) years) |

A retiring employee may convert their accrued sick leave hours to cash, PERS service credit based on applicable PERS regulations or contribute to their VEBA account, if applicable, based on the chart above.

13.4 Family Illness

The City of Dixon 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.

13.5 Sick Leave Bank

The Sick Leave Bank Program will be available to the Association per the agreement executed by the City Manager and the Association or as may be amended hereinafter by mutual consent.

**ARTICLE XIV
MISCELLANEOUS**

14.1 Direct Deposit

The City shall continue to make available to employees a direct deposit system.

14.2 Retroactive Pay

All retroactive pay resulting from this MOU will be paid within sixty (60) days of the signing of this MOU.

14.3 Leave Compensation for Fire Personnel on Twenty-Four (24) Hour Shift Work

Unit employees assigned to twenty-four (24) hour shift schedules will accrue leave based on the following conversion factor:

- The number of leave days accrued by forty hour/week personnel times twelve (12), equals the number of leave hours that may be accrued by full-time twenty-four (24) hour shift personnel.
- Leaves shall be charged to employees' leave accounts on an hour for hour basis.

14.4 Separate Checks

Any retroactive pay required under the terms of this MOU shall normally be included in the employee's next regular paycheck. The City may, at its sole discretion, provide retroactive pay in a check separate from the employee's regular paycheck. Employees will be allowed to submit a separate W-4 for taxation purposes within the guidelines set forth by the Internal Revenue Service.

14.5 Personal Equipment Replacement

A departmental standard operating procedure shall be developed which provides for reimbursement to employees for wristwatches, prescription eye ware, or other similar personal equipment lost or damaged during performance of duty.

ARTICLE XV MANAGEMENT RIGHTS

15.1 Management Rights

Unless specifically in conflict with this MOU, all management rights shall remain vested exclusively with the City. If action is necessary under this section, the City will comport with any and all applicable laws and regulations, including the Firefighters Procedural Bill of Rights, Government Code Section 3250. 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:

1. The right to determine the mission of the City, including without limitation the City's agencies, departments, divisions, institutions, board and commissions;
2. The right of full and exclusive control of the management of the City; supervision of all operations; determination 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 subject to meet and confer, where applicable;
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 positions(s) within the City subject to meet and confer where applicable;
4. The right to review and inspect, 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;
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.
6. The rights to establish, and modify, subject to a meet and confer process where applicable, qualifications for employment including the content of any job classification, job description or job announcement and to determine whether minimum qualifications are met;
7. The right to maintain and modify the City's classification plan;
8. The right to establish and enforce employee performance standards, subject to a meet and confer process where applicable;
9. The right to schedule and assign work, make reassignments within the department and assign overtime work, unless the City Manager determines that the City is in a state of emergency and employees are temporarily assigned to other duties for the City;
10. The right to hire, fire, promote, discipline, reassign, transfer, release and layoff. To terminate, demote, suspend or reduce in step or grade all employees for cause, unless the employee is in a new hire probationary employment status;

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 3507.1;
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, cooperate in good faith and respond truthfully and regarding any City investigation, except where the employee retains the right not to self-incriminate himself on a possible criminal action;
13. The right to maintain orderly, effective and efficient operations;
14. To enlist the aid of an outside hearing officer in the case of employee grievances and personnel matters, consistent with the City's Personnel Rules, and
15. Job classifications shall be met and conferred upon where applicable.

15.2 Productivity

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

**ARTICLE XVI
ASSOCIATION RIGHTS**

16.1 Facility Use

The Association shall have the right to use City facilities for Association meetings, subject to the provisions of the Employer/Employee Organization Relations Resolution of the City.

16.2 Applicable Rights

Nothing in this MOU is intended to deny the Association or its members any applicable rights as granted by Federal or State Law.

16.3 Union Leave Bank

The City and DPFA agree to set up a Union Leave bank, to be used for DPFA Union designated activities. Time may be contributed to this bank by DPFA members. The Leave Bank will be administered by the City of Dixon's Human Resources

ARTICLE XVII
NO STRIKES/NO LOCKOUT

17.1 No Strikes/No Lockout

No lockout of employees shall be instituted by the City during the term of this MOU.

The Association agrees that during the term of this MOU neither it nor its officers, employees or members will engage in, encourage, sanction or suggest any strike, work stoppage, slow down, mass resignation, sick out, strike picketing or other concerted activities or actions tending to disrupt City services or involve suspension or substantial interference with the normal work of the City.

In the event that the Association, its representatives, or any member of its executive board engages in, encourages, sanctions or suggests any of the actions set forth in this Article, the City reserves the right to take whatever action is deemed necessary and legal.

**ARTICLE XVIII
ADMINISTRATIVE PROVISIONS**

18.1 Prior Agreements

It is agreed that the terms and conditions of this MOU shall constitute the entire agreement between the parties hereto and shall supersede all earlier proposals, conversations, practices or oral or written agreements constituting any portion of the meet and confer process or other discussion leading up to this MOU.

No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

18.2 Other Contractual Matters

Other than those contractual matters listed above, the parties agree that no other agreement was reached on other matters discussed and that the City is not obligated to make any changes or take any action regarding them. The City reserves the right to make organizational changes with notice to the Association.

18.3 Severability

If any provision of this MOU shall be held invalid by operation of law, the remainder of this MOU shall remain in effect. If any portion of this MOU is held invalid, the City is authorized to take immediate action to achieve compliance with the law, provided that the City shall give immediate notice to the Association and the City shall provide the Association with an opportunity to meet and confer within thirty (30) days for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

18.4 Implementation

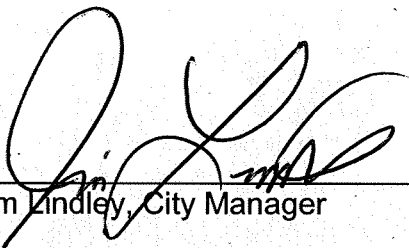
The City and the Association will take necessary actions to implement the provisions of this MOU.

18.5 Ability to Pay

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

CITY OF DIXON

DATE: 1-26-18



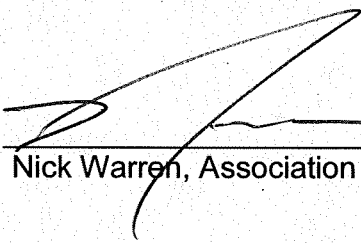
Jim Lindley, City Manager



Rachel Ancheta, Human Resources Director

DIXON PROFESSIONAL FIREFIGHTERS ASSOCIATION

DATE: 1/25/18



Nick Warren, Association President

RESOLUTION NO. 2018- 18 - 016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIXON
 APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE
 DIXON PROFESSIONAL FIREFIGHTERS ASSOCIATION AND THE CITY OF
 DIXON FOR THE PERIOD OF JULY 1, 2017, THROUGH JUNE 30, 2020 AND
 APPROVING A FY2018 BUDGET ADJUSTMENT**

WHEREAS, the City of Dixon (“City”) and the Dixon Professional Firefighters Association (“DPFA”) have bargained in good faith to bring forward the terms of a new Memorandum of Understanding; and

WHEREAS, the Memorandum of Understanding, attached hereto as Exhibit A, covers a three-year term effective July 1, 2017, and concluding June 30, 2020; and

WHEREAS, the City Council has reviewed the Memorandum of Understanding between the City and DPFA 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 and DPFA, attached hereto as Exhibit A, is hereby approved.

BE IT FURTHER RESOLVED, that the City of Dixon Fiscal Year 2017-18 Budget is amended by \$78,703 as detailed in the table below:

| Account | Description | Budget | Adjustment | New Budget |
|---------------------|-----------------------------|---------------|-------------------|-------------------|
| 100-161-511000-0000 | Salaries/Wages | 2,449,508 | 16,956 | 2,466,464 |
| 100-161-512200-0000 | Retirement | 745,612 | 4,873 | 750,485 |
| | | | | |
| 100-166-511000-0000 | Salaries/Wages | 2,034,059 | 17,002 | 2,051,061 |
| 100-166-511500-0000 | Physical Fitness | 25,823 | 16,800 | 42,623 |
| 100-166-511500-0000 | Core Capabilities Committee | - | 6,000 | 6,000 |
| 100-166-511600-0000 | Uniform Allowance | 18,144 | 5,400 | 23,544 |
| 100-166-512200-0000 | Retirement | 452,899 | 7,913 | 460,812 |
| 100-166-512400-0000 | Health Insurance | 286,641 | 3,759 | 290,400 |


Total Adjustment

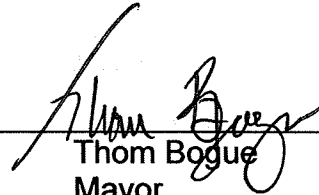
78,703

**PASSED AND ADOPTED AS A RESOLUTION AT A REGULAR MEETING OF
THE CITY COUNCIL OF THE CITY OF DIXON ON JANUARY 9, 2018.**

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

ATTEST:


Leticia I. Miguel
City Clerk


Thom Bogue
Mayor

RESOLUTION NO.: 18 - 016
DATE: JAN 23 2018