

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF DIXON



AND

THE DIXON POLICE OFFICERS ASSOCIATION



JULY 1, 2018

THROUGH

June 30, 2021

**Approved by Resolution No. 18-157
on September 25, 2018**

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AND
THE DIXON POLICE OFFICERS ASSOCIATION
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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DIXON AND THE
DIXON POLICE OFFICERS ASSOCIATION
JULY 1, 2018 THROUGH JUNE 30, 2021**

**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 Police Officers 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 and permanent part-time employees employed by the City in the safety (sworn) classifications of Police Officer, and Police Sergeant.
- 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

- 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, 2018 to June 30, 2021 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 Association agree to begin negotiations for the period beginning February 2021, no later than March 15, 2021.

1.4 Reopener Language

1.4.1 The City and the Association agree that before June 30, 2021 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

Sworn Unit Members will receive the following increases in compensation for the term of this MOU ("Salary Schedule")

2.1.1 **Base Salary** shall be defined in this MOU as an employee's hourly rate of pay, which is set forth in the 2018-2020 Salary Schedule, attached to this MOU as the "Salary Schedule".

2.1.2 Employees covered under this MOU shall receive a one-time equity increase equal to five percent (5%) of the employee's Base Salary effective the first full pay period after ratification of this MOU.

2.1.3 Effective the first full pay period after ratification of this MOU, employees covered under this MOU shall receive an increase in Base Salary of five percent (5%), as reflected in the attached Salary Schedule.

2.1.4 Effective the first full pay period of July 2019, employees covered under this MOU shall receive an increase in Base Salary of five percent (5%), as reflected in the attached Salary Schedule.

2.1.5 Effective the first full pay period of July 2020, employees covered under this MOU shall receive an increase in Base Salary of five percent (5%), as reflected in the attached Salary Schedule.

2.1.6 The Parties agree that notwithstanding any decision or finding by a trier of fact, administrative agency, or court based on a predecessor MOU, the Salary Schedule attached to this MOU as **Exhibit A**, which sets forth the Base Salary for Steps A-G only, shall be the salary schedule for the Term of this MOU, and shall not be amended unless required under Section 1.4 of this MOU. The Parties further agree that additional steps may be agreed to during negotiations for a successor MOU.

2.2 Salary Range - Sixth (6th) Step

2.2.1 To encourage and acknowledge employee longevity, the City created a new sixth (6th) step in the salary ranges of all sworn police classifications. The 6th step, identified as F step, was established five percent (5%) above the E step.

2.2.2 Sworn police employees may be placed at the 6th step upon completion of twelve (12) months at E step in accordance with the Personnel Rules.

2.2a Salary Range – Seventh (7th) Step, G (Sworn Only)

2.2.a1 Effective the first full pay period of July, 2014 the Salary Schedule shall be revised. This revision shall be to add a seventh (7th) Step, G at five percent (5%) above Sixth (6th) Step, F.

2.2.a2 Sworn police employees may be placed at the 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.

2.3 Salary on Promotion

Employees shall receive a minimum five percent (5%) Base Salary increase upon promotion to the next higher classification (e.g., Police Officer to a Police Sergeant), provided however, no employee shall receive more than the maximum salary for the new classification.

2.4 Salary Range Separation

As reflected in the Salary Schedule, the Base Salary of the Police Sergeant classification shall be not less than fifteen (15%) above the Base Salary of the Police Officer classification.

2.5 Police Recruit

On the first day of the first full pay period following graduation from the academy, a Police Recruit graduate shall be assigned the pay rate of Police Officer - Step A.

2.6 Probationary Period

The probationary period for newly hired employees shall be eighteen (18) months for safety employees and twelve (12) months for non-safety employees. Probationary periods/status is subject to the City Personnel Rules and Regulations.

If a safety employee is promoted into a new position in the Dixon Police Department, his or her promotional probationary period shall be twelve (12) months. If the employee has acted in the position he or she was promoted to for more than thirty (30) days during the twenty-four (24) months immediately preceding the promotion, the time spent acting in the position in excess of thirty (30) consecutive days, shall be credited towards the promotion probationary period.

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

- 2.7.1 Employees shall be compensated at one and one half (1-1/2) times the employee's regular rate of pay, as defined by the Fair Labor Standard Act, for all hours worked in excess of eighty (80) hours in the established 14-day work period corresponding with the bi-weekly pay period ("Overtime Pay"). The City will report overtime worked pursuant to California law.
- 2.7.2 Time off due to illness, injury, vacation, compensatory or holiday time off (requested and approved no less than one pay period in advance) shall be considered hours worked for overtime calculation purposes.
- 2.7.3 Employees shall be allowed to accrue compensatory time off at the rate of one and one-half hours per overtime hour worked in lieu of paid overtime. The request to accrue compensatory time rather than be paid must be received during the pay period in which the compensatory time is earned. Failure to designate a preference for compensatory time will result in the employee receiving overtime in pay.
- 2.7.4 Employees shall be allowed to accrue a maximum of one hundred forty-four (144) hours of compensatory time off, which shall include holiday compensatory time off. 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 8.2.1)
- 2.7.5 Once per year, during the first full payroll period of January, the City will automatically "cash out" accumulated compensatory time at the straight time rate to a balance of eighty (80) hours. An employee may choose to "cash out" more of his/her accumulated compensatory time during the first full payroll period of January; however, the employee must provide written notification to the Administrative Services Department no later than December 31 of the preceding year. (Also see Section 8.2.2)

2.8 Overtime Sign-Up and Special Events

Officers shall be allowed, based on seniority, to indicate their preference for special event overtime assignments. The Chief of Police, or the Chief's designee, shall take this preference into account when making overtime assignments, but may also take into account the need for special skills, the impact on regular work schedules, etc. Final assignments shall be made at the Chief's sole discretion.

2.9 Emergency Stand-By

- 2.9.1 Officers may be required to be available for Emergency Stand-By ("Emergency Stand-By") for hours outside of their regularly assigned shift, if required by the Chief of Police in a situation in which the Chief of Police deems to be an emergency. The Chief of Police shall provide as much notice

as practicable for Emergency Stand-By duty.

2.9.2 Effective with the adoption of this MOU, the Emergency Stand-By rate of pay shall be:

- \$2.15 per hour for hours outside an officer's regularly assigned shift;
- \$100 per day on weekend days;
- \$100 per day for Holidays.

2.9.3 Emergency Stand-By duty requires that the officer assigned:

- 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 thirty (30) minutes; and,
- Refrain from activities which might impair the ability of the officer to perform the assigned duties.

2.10. Scheduled Stand-By

2.10.1 Investigators shall be available, as designated by a written schedule, approved by the Chief of Police, for scheduled Stand-By ("Stand-By") on weekends, holidays, days off, and on weekday evening hours outside of their regularly assigned shift.

2.10.2 Effective with the adoption of this MOU, the Stand-By rate shall be:

- \$2.15 per hour for hours outside an officer's regularly assigned shift;
- \$100 per day on weekend days;
- \$100 per day for Holidays.

2.10.3 Stand-By duty requires that the officer:

- 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 thirty (30) minutes; and,
- Refrain from activities which might impair the ability of the officer to perform the assigned duties.

2.11 Call-Back

2.11.1 All represented employees required to appear in court during off-duty hours shall be compensated at one and one half (1-1/2) times their regular hourly rate of pay for four (4) hours for appearances in court, or the number of hours actually spent in court, whichever is greater. For calculation purposes, the compensation period for attendance at court while off duty under this section commences at the time the employee leaves the Dixon PD to travel to court and ends when the employee returns to the Dixon PD from court. All employees served with a telephonic subpoena which requires the completion of a telephone call on the employee's off-duty time and does not require the employee's physical appearance in court or in any other administrative venue, shall be compensated for a minimum of two (2) hours of pay at the employee's regular hourly rate. Effective the date of ratification of this MOU, it will be the responsibility of the off-duty officer to confirm with the Night Watch Commander, prior to departing for attendance at court, that attendance at court is still required for the off-duty hours in question. If court is in fact canceled for that day, no payment will be made.

2.11.2 An employee who is called back to work while off-duty, shall be paid for a minimum of two (2) hours work at his or her Overtime Pay. Such compensation shall be computed from the time of reporting on duty through the time of going off duty. 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.

2.11.3 Employees required to conduct departmental business by telephone while off duty shall be compensated to the nearest twelve (12) minute increment pursuant to the Fair Labor Standards Act.

2.12 Meal and Lodging Reimbursement

Employees will be reimbursed for meals and lodging while on Department approved training at the POST approved reimbursement rate.

ARTICLE III
INCENTIVE PAYS

3.1 K-9 Incentive Pay and Expenses

3.1.1 Any officer working as a K-9 officer will be entitled to an additional three and one-half (3.5) hours per week compensation at the officer's Base Salary. Officers assigned to K-9 duty shall be entitled to K-9 officer compensation during periods of training up to three (3) months prior to the dog actually being certified for service. It is mutually agreed that the three and one-half (3.5) hours compensates employees for all time required to feed and maintain their animal.

3.1.2 Training expenses for all mandatory training, replacement of Police Department owned equipment provided for use in the K-9 program, food and all veterinary expenses incurred as the result of a service related injury or illness, routine examinations and vaccinations, shall be paid by the Department. Any additional medical expenses may be paid by the City at the discretion of the Chief of Police.

3.2 Special Assignments

The Chief of Police or his designated representative may assign employees to a Special Assignment or to temporarily perform the duties of the Special Assignment Position in the following Special Assignment Positions:

Officer in Charge ("OIC");

Field Training Officer ("FTO"); or

Investigator

Employees classified as Police Officers may be assigned to OIC assignments. Employees classified as Police Officers and/or Sergeants may be assigned to the Investigator assignment.

3.2.1 Officer in Charge

The Chief of Police may assign an employee(s) to an OIC Special Assignment Position as outlined in this section. Special Assignment Pay for these assignments shall be five percent (5%) of the employee's Base Salary while in the assignment ("Special Assignment Pay"). If an employee has not been assigned to an OIC Special Assignment, but, under the direction of the Chief of Police performs the duties of an OIC on an intermittent or ad hoc basis, he or she shall receive Special Assignment Pay for the hours worked in performance of those duties.

3.2.2 Investigator

The Chief of Police may assign an employee(s) to an Investigator Special Assignment Position as outlined in this section. Special Assignment Pay for these assignments shall be five percent (5%) of the employee's Base Salary while in the assignment. Employees assigned as Investigators will be required to be available for Stand-By duty on weekday evenings, weekends, holidays, and days off as outlined in Section 2.9 of this MOU.

- Special Rate for Investigators: Standby Pay for Weekends, Weekday Evenings, Holidays, and Days Off

Investigators shall be available to be on Stand-By weekends, weekday evenings (outside of their regularly assigned shift), holidays, or a scheduled day off, when scheduled in writing by the Chief of Police.

When an Investigator is assigned to be on Stand-By during these times, he or she shall receive the Stand-By rate of pay, as provided in Section 2.10 of this MOU.

If an Investigator is called back to work while on Stand-By duty, he or she shall be paid the applicable Call Back Pay, as set forth in Section 2.11 of this MOU.

3.2.3 Field Training Officer Duties

The Chief of Police may assign an employee(s) to perform duties of an FTO. Employees shall receive five percent (5%) of the employee's Base Salary for hours worked in performing the special duties of an FTO. The employee assigned to the FTO duties shall not be provided the five percent (5%) Base Salary incentive for any hours taken as leave.

3.3 Bilingual Pay

Individuals certified by the City to possess appropriate bilingual skills receive a differential of two and one-half percent (2.5%) of Base Salary. Recertification of bilingual skills may be required every five (5) years.

3.4 Night Shift Differential

3.4.1 The City shall pay two and one-half percent (2.5%) of an employee's Base Salary as a shift differential when an employee works a night shift, or when the employee is called back to work by the Department.

3.4.2 The shift differential shall not be paid for any work performed by regular day shift employees unless they are rescheduled to perform work on a night shift.

3.4.3 The shift differential shall be payable only for hours actually worked from

6:00 p.m.-6:00 a.m. and shall not be paid for non-work time, such as holidays, sick leave, vacation or other paid leave.

3.5 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 the law.

3.6 Police Professionalization Program

3.6.1 Police employees represented by the Association shall be entitled to participate in the Police Professionalization Program, as described below.

3.6.2 Purpose

It is the intent of the City to maintain a high-quality police service to cope with increased demands placed upon this function due to judicial, legislative, technical and social changes. The Police Professionalization Program is designed to provide police employees an incentive and reward for advancing their education and training.

3.6.3 Policy Summary

3.6.3.1 Sworn police employees shall be entitled to receive an additional two and one-half percent (2.5%) of Base Salary for either the possession of a POST Intermediate Certificate or for the completion of sixty (60) college semester units.

3.6.3.2 Sworn police employees shall be entitled to receive an additional five percent (5%) of Base Salary for either the possession of a POST Advanced Certificate or for the completion of one hundred twenty (120) college semester units.

3.6.4 Provisions

3.6.4.1 The requirements for the POST Certificates are those set forth by the California Commission on Peace Officer Standards and Training.

3.6.4.2 It is the employee's responsibility to provide the City Human Resources Department with satisfactory proof of possession of Certificates and/or College Units or Degrees.

Upon receipt and confirmation of documentation, the Human

Resources Department 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 Base Salary shall be at the beginning of a pay period following receipt of satisfactory proof of Certification or College Units or Degrees.

- 3.6.4.3 Incentive pay for participation in this program shall be payable only while the employee is actively employed as a Police employee with the City. The incentive pay shall be in addition to Base Salary and is taxable and subject to PERS Retirement.

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. Upon receipt and confirmation of documentation, the Human Resources Department 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 Base Salary shall at the beginning of a pay period following receipt of satisfactory proof of Certification or College Units of Degrees.

Incentive pay for participation in this program shall be payable only while the employee is actively employed as a Police employee with the City. The incentive pay shall be in addition to Base Salary and is taxable and subject to PERS retirement.

- 3.6.4.4 These incentive pays are not cumulative.

3.6.5 Education Reimbursement Program

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

3.7 Physical Fitness Program

Compensation for safety (sworn) employees' participation in the Police Physical Fitness Program is as follows:

One hundred twenty dollars (\$120) per month for employees achieving the "gold" rating.

Ninety-five dollars (\$95) per month for employees achieving the "silver" rating.

Seventy dollars (\$70) per month for employees achieving the "bronze" rating.

ARTICLE IV
UNIFORM AND SAFETY EQUIPMENT

4.1 Uniforms

The Chief of Police shall set reasonable standards for uniform appearance.

4.2 Uniform Allowance

Employees shall receive the following uniform allowance during the term of this MOU:

4.2.1 Safety (Sworn) Employees: \$1,000 per year.

4.2.2 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.

4.2.3 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.

4.2.4 The BDU (Basic Daily Uniform) will be the standard dress code for sworn officers while on duty.

4.3 Safety Vests

The City will continue to provide soft body armor safety vests to represented safety (sworn) employees at a cost not to exceed \$650.

4.4 New Safety (Sworn) Employees Uniform

In lieu of a uniform allowance, new hired Police Officers, hired after July 1, 2017, will be provided their first acquisition of police uniforms by the City.

Newly hired police officers shall receive the following items; however, the quantities of the items listed below may be altered to allow for increase in vendor pricing and/or availability:

1. Two (2) Class A long sleeve shirts;
2. Three (3) Class B short sleeve shirts;
3. Three (3) Class B uniform trousers;
4. One (1) uniform tie; and
5. One (1) uniform tie bar.

In no case shall the total amount of any uniform purchase for a newly hired police officer exceed One Thousand Dollars (\$1,000.00). At the completion of 12 months of employment, the police officer shall begin receiving his or her uniform allowance in accordance with Section 4.2 of this MOU.

If a newly hired police officer does not pass his or her initial probationary period, the newly hired police officer shall return to the City any and all uniform items provided by the City upon hire.

ARTICLE V
RETIREMENT

5.1 PERS Retirement

5.1.1 The City provides in its contract with the Public Employees Retirement System for:

Safety (Sworn) employees as follows:

3% @ 50—hired before November 20, 2011 with a three year average compensation formula;

3% @ 55—hired on/after November 20, 2011 with a three year average compensation formula;

2.7% @ 57—new members hired on/after January 1, 2013 with a three year average compensation formula.

Non Sworn employees as follows:

2.5% @ 55—hired before December 16, 2012 with a one year final compensation formula;

2% @ 60—hired on/after December 16, 2012 with a three year average compensation formula;

2% @ 62—new members hired on/after January 1, 2013 with a three year average compensation formula.

5.1.2 Classic sworn unit members will pay nine (9) percent of the PERS costs.

Sworn unit members who qualify as “new members” as defined in California Government Code Section 7522.04(f) shall contribute 50% of the total normal cost as determined on an annual basis by PERS.

Effective July 1, 2013 classic and new non sworn unit members will pay eight (8) percent of the PERS costs.

5.1.3 The City implemented Government Code Sections 21382.5 and 21373 providing the Fourth Level of 1959 Survivor Benefits and Continuation of Death Benefits after Remarriage for safety (sworn) employees.

5.2 Deferred Compensation Plans

All full-time and permanent part-time positions regularly scheduled to work 20 hours per week or more may participate in the City’s Deferred Compensation Plans by deferring a portion of their salary via payroll deduction, in accordance with the terms of the Deferred Compensation Plan.

ARTICLE VI
HEALTH AND RELATED

6.1 Monthly Benefit Allowance (“MBA”)

6.1.1 City Contribution:

Effective July 9, 2018, DPOA members will receive the following MBA amount:

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

Permanent Part-Time Employees
(Working 20 hours/week or more—benefits are prorated based on the Employee only rate based on hours worked up to 40 hours)

6.1.2 If no medical plan is chosen the unit member receives Six Hundred Dollars (\$600.00) per month as taxable income.

6.1.3 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 Citywide Benefits Committee

The City agrees to meet and confer over the issue of City costs and employee reimbursement for healthcare, currently provided through a Monthly Benefits Amount. A Citywide Committee will be created, consisting of one (1) member from each of the following groups to discuss this issue: Dixon Police Officers Association, Dixon Professional Firefighters Association, Dixon Senior Management

Association, Local One, Non Represented Confidential and Non Represented Senior Management.

6.3 PERS 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.

6.4 PERS Administrative Fee

City agrees to pay up to the current monthly one-half percent (0.5%) administrative fee charged by PERS. If the administrative fee increases, or if the CALPERS 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 percent (1%) for term of this MOU.

6.5 IRC Section 125 City Cafeteria Plan

6.5.1 Commencement of Monthly Benefit Allowance

Commencing the first day of the calendar month following the first day of employment, an Association member will receive a Monthly Benefit Allowance at the applicable rate referenced in Section 6.1.1.

6.5.2 IRC Section 125 Plan

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

6.5.3 Optional Insurance Plans

Commencing with the first full month after the date of employment, an Association member will receive a Monthly Benefit Allowance at the applicable rate reference in Section 6.1.1.

After making the required contributions 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 or PORAC in accordance with a qualified plan.

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

6.5.4 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 IRC Section 125 Plan.

6.5.5 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.

6.5.6 Distribution

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

6.5.7 Flexible Spending Account—Unreimbursed Medical/Dependent Care

Allocation amounts and/or modifications to these amounts 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-December 31. Any unused allocations will be lost. For plan details, contact the Human Resources Department. Administration costs associated with the Flexible Spending Account Plans will be paid by the City.

6.6 Dependent Status Change/Verification

If an employee's dependent status changes, the employee is responsible for notifying the City Human Resources Department 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 the Human Resources Department 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.

On an annual basis, the City will 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 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.

6.7 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) days off from employment.

6.8 Employee Assistance Program

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

ARTICLE VII
WORK ASSIGNMENTS AND STAFFING

7.1 Schedule Changes

7.1.1 Typically, a Sergeant designates an employee's "short day" in advance. Generally, an employee shall be provided seventy-two (72) hours of advance notice prior to a change in their regular work schedule, if the change negatively changes the employee's working conditions (e.g., an employee is moved from a day shift to a night shift). If circumstances do not permit seventy-two (72) hours' notice, the employee shall be entitled to Overtime Pay 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 Pay for the entire shift. Provisions of this Section shall not apply to probationary employees.

7.1.2 For purposes of this Section, emergency shall mean natural or man caused disasters, extraordinary numbers of industrial injuries, and extraordinary numbers of illnesses and/or job actions.

7.2 3/12 Plan

7.2.1 The City will maintain in effect the 3/12 work schedule for officers assigned to patrol duties of the Association and the Dixon Police Department; except as provided in Section 7.2. For clarification purposes a "3/12 work schedule" as referred to in this document is a work schedule covering a fourteen (14) day work cycle period in which an employee is assigned three (3), twelve (12) hour work days, followed by three (3) to four (4) scheduled days off, followed by three (3), twelve (12) hour work days and an eight (8) hour work day, followed by three (3) to four (4) scheduled days off. In addition, the City will maintain its current practice of offering 4/10, 9/80, and any other work schedules whereby the nature of the work facilitates such a schedule as determined by Department management.

7.2.2 All Sergeants, Acting Sergeants and Police Officers assigned to patrol will be assigned to the 3/12 plan, unless otherwise instructed by Department management.

7.2.3 Should any employee of the Police Department specified above become ill or injured requiring time off from the job or modified job duties, that employee may be assigned to a five (5) day, forty (40) hour work week.

7.2.4 This Article shall not affect the application of Article II (Overtime, Compensatory Time, Stand-By and Call-Back) of this MOU.

7.2.5 Holidays will continue to be compensated at the rate of eight (8) hours per holiday.

- 7.2.6 Vacation and Sick leave accrual will continue to be accrued at the agreed upon bi-weekly and monthly rates, respectively.
- 7.2.7 Should an employee require the use of paid leave time (i.e. sick/family leave, vacation time, compensatory time off) on a day he/she would normally be scheduled to work twelve (12) hours, twelve (12) hours of paid leave time will be required to receive full wage compensation for that day's absence.
- 7.2.8 Provided public safety or officer safety needs permit, each Sworn Unit Member shall be entitled to one (1) paid meal break, not to exceed one (1) hour, and two (2) optional paid rest breaks, not to exceed twenty (20) minutes each, for each twelve (12) hour shift. One (1) optional rest break shall be available for use the first half and again for the second half of each twelve (12) hour shift. No breaks shall occur in the first or last two (2) hours of any shift, nor shall a break be combined with any other break.

Sworn Unit Members shall be entitled to one (1) unpaid meal break, not to exceed one (1) hour, when he or she is not performing regularly assigned patrol duties. As an example, regularly assigned patrol duties do not include, and may not be limited to, attendance at a training or other required course, or an assignment to desk/light duty. In these circumstances, Sworn Unit Members shall not be paid for his or her required meal break.

- 7.2.9 In addition to the breaks described in Section 7.2.8, employees working the night shift may receive an additional rest break at the discretion of the Watch Commander, subject to the following conditions:

7.2.9.1 The rest break shall be available only to employees who have a job-related judicial or quasi-judicial appearance (e.g., DMV, ABC, Civil deposition) scheduled later that same morning or who had their previous day's sleep significantly interrupted by a job-related response (e.g., SOS call out).

7.2.9.2 Only one (1) employee may be allowed to take a rest break at any given time.

7.2.9.3 The resting employee shall be available for immediate call-out in an emergency.

7.2.9.4 The rest break shall not be deemed a right or entitlement and shall be made available only at the discretion of the Watch Commander. The Watch Commander may refuse a request for a rest break if he or she deems the request not to be in the best interest of public safety or officer safety at that time.

7.2.9.5 Length of an employee's shift and/or amount of break time may be

adjusted to accommodate employees for court time.

7.2.9.6 A rest area will be set up to accommodate employees that may have court time immediately prior to or immediately following their shift (as well as to accommodate those employees who prefer to rest during their specified break periods), if requested by the Association.

7.2.9.7 In the event it proves unfeasible, the City may cancel the 3/12 schedule upon notifying the Association of such an intent and meeting and conferring on the impact of the schedule change. If the 3/12 is terminated, it is understood that the shift schedule for all employees of the Police Department will return to the schedule that existed immediately prior to the beginning of the 3/12 plan; unless otherwise agreed to by the parties.

ARTICLE VIII
LEAVES

8.1 Holidays

8.1.1 The following holidays are recognized by the City:

New Year's Day	Martin Luther King's Birthday
Veteran's Day	Washington's Birthday
Thanksgiving Day	Independence Day
Day following Thanksgiving	Christmas Eve
Memorial Day	Christmas Day
Labor Day	

In addition, employees will be granted one (1) floating holiday 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.

8.1.2 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.

8.1.3 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 day off, compensatory time is accrued at straight time.

8.2 Maximum Accrual/Cash Out

8.2.1 The maximum accrual for compensatory time is one hundred 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 2.7.4)

8.2.2 Once per year, during the first full payroll period of January the City will automatically "cash out" accumulated compensatory time at the Employee's Base Salary to a balance of eighty (80) hours. An employee may choose to "cash out" more of his/her accumulated compensatory time during the first full payroll period of January, however, the employee must provide written notification to the Administrative Services Department no later than December 31. (Also see Section 2.7.5)

8.3 Vacation

8.3.1 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 Salary for all vacation time earned but not taken as of the effective date of separation.

8.3.2 Vacation Accrual Rates

For full-time employees:

- Upon initial hire: 12 days/yr. (96 hrs);
- Upon completion of 5 years: 15 days/yr. (120 hrs);
- Upon completion of 10+ years: 20 days/yr. (160 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 (forty (40) hours/week) position earning vacation at the rates listed above.

8.3.3 Vacation Requests

8.3.3.1 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. Absent extenuating circumstances as determined by the City, employees will use no more than twice their annual accrued vacation leave during a calendar year.

8.3.3.2 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 eight (8) hour increments during the forty-two (42) day extension period sufficient to place the employee below the vacation accrual maximum.

8.4 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 8.7-4, disability, medical or dental care.

8.5 Accrual

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

Permanent part-time employees accrue sick leave on a pro-rated basis depending on the number of hours they are regularly scheduled to work. The proration is based on a full-time (forty (40) hrs/wk) position earning sick leave at rate above.

8.6 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.

8.7 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, including those identified in Article 4.5.4.2 of the City's Personnel Rules and Regulations.

8.8 Bereavement Leave

In the event of a death in the immediate family, each full-time or benefited 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/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 IX
MISCELLANEOUS

9.1 Direct Deposit

Subject to availability through a local bank, the City shall continue to make available to employees a direct deposit system.

9.2 Drug Free Workplace

The parties agree to the continued participation in the program for substance abuse testing.

9.3 Retroactive Pay

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

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 the Officers Bill of Rights, Government Code Section 3309 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

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

ARTICLE XI
ASSOCIATION RIGHTS

11.1 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.

ARTICLE XII
NO STRIKES/NO LOCKOUT

12.1 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 XIII
ADMINISTRATIVE PROVISIONS

13.1 Prior Agreements

It is agreed that the terms and conditions of this MOU itself shall constitute the whole of the agreement between the parties thereto and that the terms and conditions of this MOU 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.

13.2 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.

13.3 Alteration

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 Union agree to meet and confer regarding methods to weather the event by means of including, but not limited to, layoffs, deferral of implementation of one or more provisions of this contract, increased revenue generation, etc.

13.4 Implementation

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

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF DIXON
AND
THE DIXON POLICE OFFICERS ASSOCIATION
SIGNATURE PAGE

CITY OF DIXON



Jim Lindley, City Manager

Date: 9-28-18

DIXON POLICE OFFICERS ASSOCIATION



Nate Giovanetti, Dixon Police Officers Association



Shaun DuFosee, DPOA Business Agent

Date: 10-8-18

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