CITY OF DIXON

COMPENSATION PLAN FOR
CONFIDENTIAL SENIOR MANAGEMENT
CLASSIFICATIONS

JANUARY 1, 2020
THROUGH
JUNE 30, 2022

Adopted by Resolution No. 19-222
December 17, 2019
COMPENSATION PLAN FOR CONFIDENTIAL SENIOR MANAGEMENT

TABLE OF CONTENTS

ARTICLE 1. GENERAL
1.1 TERM
1.2 AT WILL EMPLOYMENT STATUS
1.3 APPLICABILITY
1.4 EMPLOYMENT CONTRACTS

ARTICLE 2. COMPENSATION
2.1 SALARY
2.2 SEVERANCE
2.3 MILEAGE REIMBURSEMENT
2.4 EDUCATIONAL REIMBURSEMENT PROGRAM
2.5 BILINGUAL INCENTIVE PAYMENT
2.6 LONGEVITY INCREMENT
2.7 DEFERRED COMPENSATION
2.8 POLICE AND FIRE: UNIFORM ALLOWANCE
2.9 POLICE AND FIRE: PHYSICAL FITNESS PROGRAM
2.10 FIRE CHIEF STANDBY PAY
2.11 POLICE PROFESSIONALIZATION PROGRAM

ARTICLE 3. BENEFITS
3.1 RETIREMENT
3.2 MONTHLY BENEFIT ALLOWANCE (MBA)
3.3 VEBA

ARTICLE 4. LEAVES
4.1 SICK LEAVE
4.2 VACATION
4.3 ADMINISTRATIVE LEAVE
4.4 BEREAVEMENT LEAVE

ARTICLE 5. HOLIDAYS
5.1 FIXED HOLIDAYS
5.2 FLOATING HOLIDAYS
5.3 PART-TIME ACCRUAL RATES

ARTICLE 6. OTHER
6.1 EMPLOYEE ASSISTANCE PROGRAM
6.2 PERSONAL EQUIPMENT REPLACEMENT
6.3 DIRECT DEPOSIT
6.4 INDEMNIFICATION
6.5 TECHNOLOGY STIPEND

ARTICLE 1
1.1 Term of Plan

This Compensation Plan ("Plan") shall be effective through June 30, 2022 or until the City Council acts to approve a new or amended plan. It is the intent of the City of Dixon ("City") to consider a new or amended plan in accordance with any future modifications to the Confidential Mid-Management and Professional Employee Compensation Plan.

1.2 At-Will Employment Status

Unit Classification employees, as defined in section 1.3 of this Plan, serve in "at will" positions, meaning they serve at the will of the City Manager. Unlike represented employees, the tenure of a Senior Manager is far less secure. These Unit Classifications can be terminated with or without notice and with or without cause.

1.3 Applicability

This Plan applies to Unit Classification employees (collectively, "Unit Classifications") of the City, who are employed in job classifications listed below and which are not represented by any recognized bargaining unit.

- City Engineer/Public Works Director
- Community Development Director
- Deputy City Manager/Admin Services
- Finance Director
- Fire Chief
- Human Resources Director
- Police Chief

1.4 Employment Contracts

If any provision in this Plan conflicts with any of the Unit Classifications’ individual employment contracts, the individual employment contract supersedes the Plan.
ARTICLE 2
COMPENSATION

2.1 Salary

As negotiated in employment contract. A Unit Classifications’ “Base Salary” shall be defined in each individual employment contract.

2.2 Severance Payment

As negotiated in employment contract.

2.3 Mileage Reimbursement

Mileage reimbursement, at the rate established by the Federal Government, IRS, will be paid to Unit Classifications (per Resolution 99-088). Mileage reimbursement will be subject to approval of the City Manager.

2.4 Educational Reimbursement Program

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.

2.5 Bilingual Pay

2.5.1 Employees who apply for bilingual pay, and who are certified by the City as possessing appropriate Spanish language skills, shall receive a differential of one hundred dollars ($100.00) per month.

2.5.2 Recertification of bilingual skills may be required every three (3) years. Recertification shall be at the City's discretion and expense.

2.6 Longevity Pay

A Unit Classification employee who has rendered at least five (5) consecutive years of service to the City may be considered for Longevity Pay, as defined in the chart below. Longevity Pay shall not be automatic, but shall be granted only upon the completion of a performance evaluation with at least an overall rating of “Meets Standards.” The Longevity Pay will be paid in the month of June of the fiscal year earned as a one-time lump sum payment, as set forth in the following chart:
<table>
<thead>
<tr>
<th>Years of Service</th>
<th>One-time Lump Sum Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>After completion of 5 years of service</td>
<td>$500</td>
</tr>
<tr>
<td>After completion of 10 years of service</td>
<td>$1,000</td>
</tr>
<tr>
<td>After completion of 15 years of service</td>
<td>$1,500</td>
</tr>
<tr>
<td>After completion of 20 years of service</td>
<td>$2,000</td>
</tr>
<tr>
<td>After completion of 25 years of service</td>
<td>$2,500</td>
</tr>
<tr>
<td>After completion of 30 years of service</td>
<td>$3,000</td>
</tr>
<tr>
<td>After completion of 35 years of service</td>
<td>$3,500</td>
</tr>
</tbody>
</table>

Unit Classification employee’s are still eligible to participate in the City’s Awards & Recognition Program’s Service Award Program.

2.7 Deferred Compensation

All permanent and temporary Unit Classification employees regularly scheduled to work twenty (20) or more hours per week may participate in the Deferred Compensation Plans offered by the City by directing a portion of their salary on a tax deferred basis to the plan through a payroll deduction. Current federal regulations concerning maximum annual contributions apply. See current plan for details.

To promote retention, and to reward longevity, the City shall provide a deferred compensation incentive for eligible Unit Classifications. Unit Classifications who have completed sixty (60) consecutive months of service to the City of Dixon shall receive a City contribution for deposit into a deferred compensation retirement account. The City contribution shall be one percent (1%) of Base Salary each month after the sixtieth (60th) month, unless otherwise negotiated in the employment contract.

2.8 Uniform Allowance

2.8.1 Police Chief

a. The Police Chief shall receive a uniform allowance. The uniform allowance shall be One Thousand Dollars ($1000) per year.

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

2.8.2 Fire Chief

a) The Fire Chief shall receive a uniform allowance. The uniform allowance shall be One Thousand One Hundred Fifty Dollars ($1150) per year. The uniform allowance will be paid on a bi-weekly basis.

2.9 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.

Any extraordinary costs necessitated by a City ordered changed in the basic uniform required to be worn by the Police Chief and Fire Chief shall be borne by the City.

2.10 Police and Fire: Physical Fitness Program

2.10.1 Police Chief

The Police Chief is eligible to receive Physical Fitness Incentive benefits as follows:

One Hundred Twenty dollars ($120.00) per month for achieving the “gold” rating.

Ninety-Five Dollars ($95.00) per month for achieving the “silver” rating.

Seventy Dollars ($70.00) per month for achieving the “bronze” rating.

Receipt of benefits shall be subject to an in conformance with all rules and regulations governing said program.

2.10.2 Fire Chief

The Fire Chief shall be eligible to participate in, and receive benefits of, the Fire Physical Fitness Program. Compensation for Employee’s participation in the Fire Physical Fitness Program is as follows:

One Hundred Fifty Dollars ($150.00) per month for employees achieving a “passing” rating.
Receipt of benefits shall be subject to and in conformance with all rules and regulations governing said program.

2.11 Fire Chief Standby Pay

The Fire Chief shall be paid standby pay as follows: Forty Dollars ($40.00) each weekday evening, and One Hundred Dollars ($100.00) each weekend day and One Hundred Dollars ($100.00) a day on holidays as defined in section 5.1.1 of this Plan.

Standby duty requires that the employee:

- Be ready to respond immediately when called for emergency service;
- Be reachable by telephone, page, vehicle radio, or cellular phone;
- Remain within a reasonable distance from the City to be able to respond to the scene of the emergency within a reasonable time, approximately one-half (1/2) hour; and,
- Refrain from activities which might impair the ability of the employee to perform the assigned duties.

If the Fire Chief is not assigned to standby duty and carries a pager or cellular phone for personal convenience, he or she shall not be compensated for being on standby duty. If the Fire Chief is carrying a pager or cellular phone, but is not compensated for standby duty, he or she shall not be restricted in his or her activities, location, or availability.

2.12 Police Professionalization Program

In accordance with the existing Police Professionalization Program, the Chief of Police shall be entitled to receive one of the following:

**EITHER** an additional two and one half percent (2.5%) of Base Salary for either:
- (a) The possession of a POST Intermediate Certificate; or
- (b) The completion of sixty (60) college semester units.

**OR** an additional five percent (5%) of Base Salary for either:
- (a) The possession of a POST advance Certificate; or
- (b) The completion of one hundred twenty (120) college semester units.
ARTICLE 3
BENEFITS

3.1 Retirement

3.1.1 The City will continue its participation in the State of California Public Employees' Retirement System ("PERS") as follows:

Miscellaneous employees:

- Tier One – Applicable to employees who are not defined as “New Members” in Government Code Section 7522.04 and were hired to the City of Dixon before December 16, 2012 are eligible for a 2.5% @ 55 benefit formula, with single highest year average compensation.

- Tier Two – Applicable to employees who are not defined as “New Members” in Government Code Section 7522.04 and were hired to the City of Dixon on/after December 16, 2012 are eligible for a 2% @ 60 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 and were hired on/after January 1, 2013 are eligible for the 2% @ 62 benefit formula, with a three year average compensation formula.

Public Safety-Fire employee(s):

- Tier One – Applicable to employees who are not defined as “New Members” in Government Code Section 7522.04 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.

- Tier Two – Applicable to employees who are not defined as “New Members” in Government Code Section 7522.04 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 and were hired on/after January 1, 2013 are eligible for the 2.7% @ 57 benefit formula, with a three year average compensation formula.
Public Safety Police employee(s):

- Tier One – Applicable to employees who are not defined as “New Members” in Government Code Section 7522.04 and were hired to the City of Dixon before November 20, 2011 are eligible for a 3% @ 50 benefit formula, with a three year average compensation.

- Tier Two – Applicable to employees who are not defined as “New Members” in Government Code Section 7522.04 and were hired to the City of Dixon on/after November 20, 2011 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 and were hired on/after January 1, 2013 are eligible for the 2.7% @ 57 benefit formula, with a three year average compensation formula.

3.1.2 Employee PERS Contributions

Unit Classification employees’ contribution rate for the retirement plans are as follows:

<table>
<thead>
<tr>
<th></th>
<th>Employee Share</th>
<th>Employee Paid Portion of Employer Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>Miscellaneous (Tier 1)</td>
<td>8%</td>
<td>0%</td>
</tr>
<tr>
<td>Miscellaneous (Tier 2)</td>
<td>7%</td>
<td>0%</td>
</tr>
<tr>
<td>Public Safety (Tiers 1 &amp; 2)</td>
<td>9%</td>
<td>4% (Total Employee contribution: 13%)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Employee Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>Miscellaneous &amp; Public Safety (Tier 3)</td>
<td>50% of total normal cost, as determined annually by PERS</td>
</tr>
</tbody>
</table>

3.2 Monthly Benefit Allowance

3.2.1 Eligibility Date

Commencing with the first day of the first full month after the date of initial employment, Unit Classification employee will receive a Monthly Benefit Allowance (“MBA”) at the applicable rate referenced in Sections 3.2.2 (a) or (b) below.
3.2.2 City Contribution

Effective January 1, 2020, the CalPERS Bay Area and CalPERS Sacramento Area Regions will be referred to as Region 1 and the City’s required MBA shall be as follows:

a) Full-Time Employees:

   Employee Only $900.00 or 70% of Kaiser (BayArea)/month Employee Only rate, whichever is greater

   Employee + one (1) 70% of the Kaiser (Bay Area)/month Employee + one rate

   Employee + two or more (family) 70% of the Kaiser (Bay Area) Employee + two or more (family rate)

b) Permanent Part-Time Employees: (working 20 hours/week or more, but less than 40 hours per week)

   Permanent Part-Time employees who are eligible for this benefit shall be eligible for the pro-rated portion of the current MBA based on the number of hours regularly worked.

c) For purposes of establishing the first full day of the first full month for a Unit Classifications entitlement to receive the MBA, see the following examples:

<table>
<thead>
<tr>
<th>Example:</th>
<th>Employment Date</th>
<th>Benefit Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 9</td>
<td>July 1</td>
<td></td>
</tr>
<tr>
<td>June 30</td>
<td>July 1</td>
<td></td>
</tr>
<tr>
<td>July 1</td>
<td>August 1</td>
<td></td>
</tr>
</tbody>
</table>

3.2.3 Distribution

(a) The City’s 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 Base Salary for purposes of calculating PERS contributions or other salary-based incentive pay/benefits.
(b) If employee chooses to enroll in plans that cost more than the City’s MBA, he or she shall pay the additional cost by deduction from gross salary payroll.

(c) If no medical plan is chosen the unit member receives Six Hundred Dollars ($600.00) per month of the MBA as taxable income. Permanent part-time Unit Classification employees receive a pro-rata share of the $600 per month MBA based on the number of hours regularly worked as taxable income.

(d) Affordable Care Act Compliance

Unit Classification employees 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.

3.2.4 Dental and Vision

Effective January 1, 2020, the City will pay for the Delta Care HMO and Vision Service Plan Employee Only premiums.

3.2.5 Dependent Status Change/Verification

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

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

3.2.6 CalPERS Medical: Unequal Contribution Method

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

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

(c) The City shall pay the current CalPERS monthly administrative fees.

3.2.7 IRC Section 125 Plan (Cafeteria Plan)

(a) The City will maintain an IRC Section 125 Plan (Cafeteria Plan) for the benefit of Unit Classifications.

(b) After making the required contribution for medical insurance under the PERS Medical Unequal Contribution Method (see Section 3.2.5 above), the remaining dollars may be used by the employee either to purchase medical insurance through CalPERS Health or to purchase any other optional plans that may be offered by the City in accordance with a qualified plan.

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

(d) The choice of insurance plan(s) is made once a year by Unit Classifications during the open enrollment period, at time of hire for new employees, or when employee’s dependent status changes. Insurance premiums will be deducted from gross pay each payroll period throughout the plan year as pre-tax contributions.
3.2.8 Flexible Spending Account (“FSA”) – Unreimbursed Medical/Dependent Care

FSA participation begins January 1st of each year. Allocation amounts or modifications to these accounts must be determined for a full twelve (12) month period (i.e., the calendar year) during the open enrollment period, at time of hire for new employees, or when an employee’s dependent status changes. Services must be received during the plan period, which is January 1 through December 31. Employees may rollover up to Five Hundred Dollars ($500) into the next plan year. Any unused funds over Five Hundred Dollars ($500) will be forfeited (for plan details, contact Human Resources). The City will pay administration costs associated with the Flexible Spending Account plan(s).

3.2.9 Medical after Retirement

(a) Unit Classification employees who retire from the City during the term of this compensation plan shall receive the following City paid medical benefits after retirement:

- The dollar equivalent of one (1) month’s premium for the PERS Kaiser Plan (County rate in which you reside, i.e., Bay Area or Sacramento Area) for the employee plus one dependent at the rate of one (1) month’s premium for each full year worked in the employ of the City prior to retirement.

- The total time period of these payments shall not exceed twenty-four (24) months.

(b) Thereafter, for CalPERS retirees enrolled in CalPERS Retiree Medical, the City shall contribute under the PERS Medical Unequal Contribution Method, as required by CalPERS for each annuitant the amount necessary to pay for the costs of his or her enrollment, including the enrollment of family members in the CalPERS health benefits plan.

(c) Said payment shall be extended to the surviving spouse or dependent of a deceased retiree, to the extent that said payments would have been made had the employee not died.

3.2.10 Health Insurance Plan Waiver Option

All Unit Classification employees shall be covered by a health insurance plan, either as offered by the City or from another source.
(a) If an employee is covered by a health insurance plan other than offered by the City, he or she has the option to waive the City’s health insurance.

(b) The employee must complete a City provided Health Insurance Waiver Form and provide proof of alternative health insurance plan coverage.

3.2.11 Long-Term Disability

The City shall provide for a long-term disability plan for Unit Classifications who are regularly scheduled to work at least twenty (20) hours per week. Benefits are payable after sixty (60) days of employment at the rate of two-thirds (2/3) of Base Salary up to the maximum as designated in the plan agreement. The monthly premium is paid by the City.

3.2.12 Term Life Insurance

The City shall provide a fifty thousand dollars ($50,000) term life insurance policy for each Unit Classification during their term of employment.
ARTICLE 4
LEAVES

4.1 Sick Leave

4.1.1 General

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

4.1.2 Accrual Rates

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

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

4.1.3 Payment upon Termination

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

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

(b) For retiring Unit Classifications, any portion of the sick leave balance that is not cashed out is placed into the PERS sick leave conversion program.
4.1.4 Family Illness

(a) In catastrophic circumstances, with medical verification and City Manager approval, additional family sick leave may be used.

(b) The City shall provide all rights and benefits to Unit Classifications that are required by the Family Medical Leave Act ("FMLA"), the California Family Rights Act ("CFRA"), and any other Federal or State laws governing employee leave rights.

4.1.5 Sick Leave Bank

The City will provide Sick Leave Bank utilization consistent with the City’s Emergency Leave Bank Policy.

4.2 Vacation

4.2.1 Accrual Rates

(a) Full-time Unit Classifications shall earn monthly vacation:

<table>
<thead>
<tr>
<th>Upon completion</th>
<th>Vacation Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upon initial hire</td>
<td>12 days/year (96 hours)*</td>
</tr>
<tr>
<td>Upon completion of five (5) years of service</td>
<td>18 days/year (144 hours)</td>
</tr>
<tr>
<td>Upon completion of ten (10) years of service</td>
<td>20 days/year (160 hours)</td>
</tr>
<tr>
<td>Upon completion of fifteen (15) years of service</td>
<td>25 days/year (200 hours)</td>
</tr>
</tbody>
</table>

(b) Permanent part-time Unit Classifications shall earn vacation on a pro-rated basis depending on the number of hours they are regularly scheduled to work.

* Unless otherwise negotiated in the employment contract at a higher accrual level.

4.2.2 No Unit Classification employee shall have credited to his or her account, at any time, more than four (4) times the current annual vacation accrual. When Unit Classification employee reaches their maximum vacation accrual, no further vacation will accrue until the employee’s accrual is decreased below the allowed maximum.
4.2.3 Upon separation, Unit Classifications 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.

4.3 Administrative Leave

4.3.1 FLSA Exempt

All Unit Classifications are exempt from coverage under the Fair Labor Standards Act ("FLSA"). As such, they do not receive overtime compensation for hours worked over forty (40) per week.

4.3.2 Full-Time

In recognition of the extra hours required, each full time Unit Classification employee shall earn one hundred twenty (120) hours of administrative leave per year. This leave shall be used in the same manner as vacation.

(a) Upon the Unit Classification employee’s request, administrative leave can be cashed out each year.

- The permissible cash-out shall be fifty-seven (57) hours per year in years one (1) through three (3).
- The cash out rate shall increase by five (5) hours each year commencing with the fourth (4th) year of City employment, to a maximum of one hundred twenty (120) hours.
- Payout may either be taken in cash or directed to a Deferred Compensation Plan subject to annual limits.

(b) Any unused Administrative Leave balance remaining as of June 30 each year will be forfeited.

4.3.3 Part-Time

(a) Part-time permanent Unit Classification employees shall be paid for any extra hours worked over twenty (20) hours and up to forty (40) hours in a week.

(b) Part-time permanent Unit Classification employee shall receive a pro-rated amount of the Administrative Leave provided to a full-time Unit Classification employee (one hundred twenty (120) hours per year). Pro-rating shall be based on the number of hours in his or her base assignment as compared to a full-time assignment.
4.3.4 Upon separation, Unit Classifications are entitled to receive payment for any accrued and unused administrative leave as of the effective date of separation.

4.4 Bereavement Leave

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

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

All bereavement leave must be used within fourteen (14) calendar days following the death of the immediate family member. Under extreme circumstances, the fourteen (14) day requirement may be waived by the City Manager. The decision of the City Manager in this regard shall be final, with no process for further appeal.
ARTICLE 5
HOLIDAYS

5.1 Fixed Holidays

5.1.1 The City shall observe eleven (11) fixed date holidays as follows:

January 1 New Years Day
3rd Monday in January Martin Luther King’s Birthday
3rd Monday in February Washington’s Birthday
Last Monday in May Memorial Day
July 4 Independence Day
1st Monday in Sept. Labor Day
November 11 Veterans Day
4th Thursday in November Thanksgiving Day
4th Friday in November Day after Thanksgiving
December 24 Day before Christmas
December 25 Christmas Day

5.1.2 When a holiday falls on a Sunday, the following Monday is observed. When a holiday falls on a Saturday, the preceding Friday is observed.

5.1.3 Full-time Unit Classifications who have reached the maximum accrual fifty-six (56) hours for holiday compensation shall receive straight time pay for any holidays due the employee while they are at the accrual maximum.

5.2 Floating Holidays

During each Fiscal Year, the City will provide two (2) floating holidays per Unit Classification employee, which may be taken by the employee at a time selected by the employee and subject to operational requirements and approval of the City Manager. Upon separation, Unit Classification employees are entitled to receive payment for any accrued and unused floating holidays as of the effective date of separation.

5.3 Part-Time Accrual Rates

Permanent part-time Unit Classifications shall receive holiday pay on a pro-rated basis depending on the number of hours they are regularly scheduled to work.
ARTICLE 6
OTHER

6.1 Employee Assistance Program

The City shall provide an Employee Assistance Program. For further information, contact the Human Resources Department.

6.2 Personal Equipment Replacement

With prior approval of the City Manager, the City will provide for reimbursement to Unit Classification employees for wristwatches, prescription eyewear, or other similar personal equipment lost or damaged during performance of duty.

6.3 Direct Deposit

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

6.4 Indemnification

By separate Resolution, No. 02-073, the City Council has adopted reasonable policies to ensure that, consistent with state and federal laws, the City provides for the full defense and indemnification of Unit Classification employees who, as a result of their employment and managerial activities on behalf of the City, become involved in legal or administrative proceedings in state or federal courts or before state or federal administrative tribunals.

6.5 Technology Stipend

Unit Classification employees will receive a monthly stipend to use towards the cost of, and in lieu of, a City provided cell phone for use at work. This stipend will be governed by the City of Dixon Mobile Phone Stipend Policy.