

RESOLUTION NO. 23-117

**RESOLUTION APPROVING NEW EMPLOYMENT AGREEMENT
FOR PUBLIC WORKS DIRECTOR LOUREN KOTOW**

WHEREAS, Louren Kotow has been employed by the City as Public Works Director since May 2020; and

WHEREAS, the City and Louren desire to continue to have Louren in the position of Public Works Director; and

WHEREAS, the City Manager has negotiated terms of an employment agreement to be effective upon the natural termination date of the previous agreement between the parties; and

WHEREAS, the City and Louren Kotow now wish to execute a successor employment agreement to take effect on July 1, 2023.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Dixon approves the Agreement, attached hereto as Exhibit A and authorizes the City Manager to execute and enter into the Agreement on behalf of the City.

BE IT FURTHER RESOLVED, that the City of Dixon Fiscal Year Budget 2023-24 Budget is amended by \$13,093.

Account Number	Description	Current Budget	Adjustment	New Budget
100-15200-511000-00000	Salaries/Wages	1,122,253	12,116	1,134,369
100-15200-512100-00000	Medicare	20,394	176	20,570
100-15200-512200-00000	Retirement	143,296	762	144,058
100-15200-512600-00000	Worker's Comp Insurance	136,444	39	136,483
General Fund Impact			<u>13,093</u>	

PASSED AND ADOPTED AS A RESOLUTION AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DIXON ON JUNE 6, 2023.

AYES: Bogue, Ernest, Johnson, Hendershot, Bird
NOES: None
ABSTAIN: None
ABSENT: None

ATTEST:



Kristin M. Janisch
Elected City Clerk



Steven C. Bird
Mayor

**EMPLOYMENT AGREEMENT
for the Position of
CITY OF DIXON PUBLIC WORKS DIRECTOR**

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into by and between the City of Dixon, a California municipal corporation (“City”) and Louren Kotow, an individual (“Employee”). City and Employee may individually be referred to herein as “Party” or collectively as “Parties.” There are no other parties to this Agreement.

RECITALS

A. The City Manager appointed Employee to the position of Public Works Director on or about July 1, 2021, pursuant to Dixon Municipal Code Section 2.09.040, and Employee has served in that capacity through present pursuant to an employment agreement dated July 1, 2021.

B. The City Manager has evaluated Employee’s knowledge, experience, administrative skills, and ability to serve as the City’s Public Works Director, and recommends that Employee continue to serve in the capacity of Public Works Director under the terms of this Agreement.

D. Employee desires to continue her employment as Public Works Director in consideration of and subject to the terms, conditions and benefits set forth in this Agreement.

E. The Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of the California Government Code section 53260.

NOW THEREFORE, in consideration of the mutual promises herein contained, City and Employee agree as follows:

AGREEMENT

Section 1. Recitals. The recitals set forth above are incorporated herein by this reference and made a part of this Agreement. In the event of any inconsistencies between the Recitals and Sections 1 through 11 of this Agreement, Sections 1 through 11 will prevail.

Section 2. Effective Date. Once executed by both City and Employee and approved by the City Council, this Agreement shall become effective on July 1, 2023 (“Effective Date”).

Section 3. Appointment of Public Works Director, Duties, and Term.

3.1. Appointment. Employee agrees to continue employment with City as Public Works Director and shall continue to perform all functions, duties, and services set forth in Section 3.3 [Duties] of this Agreement as of the Effective Date.

3.2 Term. The term of this Agreement shall be for three (3) years from the Effective Date (“Term”). The City Manager, in his or her sole discretion, may extend the Term from time to time in increments of at least two (2) years. No later than six (6) months prior to the expiration of the

Term, the City Manager shall provide written notice to Employee as to whether the City Manager intends to extend the Term.

3.3. Duties. Employee shall serve as Public Works Director under the direction of the City Manager, as the City Manager is authorized to oversee City employees under Municipal Code Section 2.09.040. Employee shall perform the functions and duties specified under the laws of the State of California, the City's Municipal Code, Ordinances, and Resolutions, the job description for Public Works Director, as may be amended from time to time, and such other related duties and functions as the City Manager may assign.

3.4. Secondary Employment. Employee agrees that she will devote her productive time, abilities, and attention as necessary to the full accomplishment of her duties and the City's business needs. Accordingly, Employee shall not hold secondary employment or engage in activities which conflict with or present the appearance of or possibility of conflicting with, City's legitimate business interests. As such, Employee agrees that Employee will notify the City Manager in writing if Employee wishes to accept secondary employment, with sufficient advance notice to allow the City Manager enough time to determine whether there is the appearance of, or an actual conflict or potential conflict with the satisfactory performance of Employee's duties and/or the best interest of City. Should the City Manager make such a determination, Employee agrees that Employee will forgo the proposed secondary employment. Notwithstanding the foregoing, Employee shall have the right to volunteer for such nonprofit organizations as she may see fit, provided that such volunteer services shall not interfere with her duties on behalf of City.

3.5. Exempt Employee. The general business hours for City employees are Monday through Friday, 9:00 A.M. to 5:00 P.M. However, it is recognized by the Parties that Employee is an exempt employee for purposes of the Fair Labor Standards Act (29 U.S.C., § 201 et seq.). Employee acknowledges that she does not have set hours of work and is expected to be reasonably available at all times and work such hours as may be necessary to fully accomplish her duties. As such, Employee shall not receive overtime or extra compensation for hours worked outside of City's general business hours which are necessary to fulfill the duties of the Public Works Director, unless otherwise provided in this Agreement.

3.6. Schedule. The Public Works Director's daily and weekly work schedule shall vary in accordance with the work required to be performed. The Public Works Director position may include frequent attendance at evening meetings and frequent irregular hours, as necessary, to meet deadlines and achieve objectives. The City Council and the City Manager recognize that the Public Works Director must devote a great deal of her time outside normal office hours to business of the City and, to that end, will be allowed to take compensatory time off as she shall deem appropriate during said normal office hours. Employee agrees to be reachable by telephone for consultation and advice when she is not physically present during work hours. Employee also agrees to respond to City for emergency situations.

Section 4. At Will Employment. Employee is an at-will employee serving at the pleasure of the City Council and City Manager, as provided in Government Code section 36506 and Municipal Code section 2.09.040. Accordingly, the City Manager, with concurrence of the City Council, may terminate Employee's employment at any time, with or without cause. Unless otherwise specified

in this Agreement, Employee shall be bound by all the policies, rules, and regulations of City now in force and effect applicable to Employee's position, and by all such other applicable policies, rules, and regulations as may be hereafter implemented and called to her notice and will observe and abide by the same. No such policy, rule, or regulation shall alter, modify, or revoke Employee's status as an at-will employee or any other provision of this Agreement. Notwithstanding the foregoing, nothing in this Agreement confers upon Employee any right to or property interest in continued employment, or any due process right to a hearing before or after a decision by the City Manager to terminate her employment, except as expressly provided for in Section 6 [Termination] of this Agreement.

Section 5. Compensation and Benefits.

5.1. Base Salary. For all services performed by Employee as the Public Works Director, City agrees to pay Employee an annual salary of One Hundred and Seventy-Five Thousand, Two Hundred and Ninety-Seven Dollars and 43/100 Cents (\$175,297.43) ("Base Salary"), payable at the same time and in the same manner as other City employees are paid. Effective the first full pay period following July 1, 2024, Employee's Base Salary shall be increased by five percent (5%) to One Hundred and Eighty-Four Thousand Sixty-Two Dollars and 30/100 (\$184,062.30). Effective the first full pay period following July 1, 2025, Employee's Base Salary shall increase by three percent (3%) to One Hundred Eighty-Nine Thousand Five Hundred and Eighty-Four Dollars and 17/100 (\$189,584.17).

5.2. Pro-rata Decrease. Employee acknowledges that the Base Salary may be subject to a pro-rata decrease based on the City Council's adoption of an unpaid Mandatory Furlough Program adopted as a budgetary measure.

5.3. Reopener. Employee acknowledges that in the event City's monetary reserves fall below fifteen percent (15%) before the expiration of the Term of this Agreement, City may elect to reopen this Agreement for negotiations.

5.4. Review and Evaluation. The City Manager agrees to review and evaluate Employee's performance of her duties as Public Works Director, pursuant to the terms of this Agreement ("Review and Evaluation"), on not less than an annual basis, and to provide Employee with a written performance review. The annual Review and Evaluation shall be conducted in July of each year, or at the City Manager's discretion.

5.5. Benefits. During the Term of this Agreement, Employee shall be entitled to receive the same benefits provided in the City's "Compensation Plan for Confidential Senior Management Classifications" ("Compensation Plan"), attached hereto as **Exhibit A** and incorporated herein by reference, or as may be amended from time to time. Any benefits listed in Section 5.6 through 5.9 of this Agreement shall be in lieu of the benefits provided in the Compensation Plan. Any benefits not specifically listed in Section 5.6 through 5.9 of this Agreement shall be provided to Employee pursuant to the Compensation Plan.

5.6. Deferred Compensation. Employee shall receive a City contribution for deposit into a deferred compensation retirement account. City agrees to contribute a four percent (4%) match of Employee's Base Salary each month.

5.7. Retirement. City participates in the California Public Employees Retirement System ("CalPERS"). City agrees to continue its contribution to Employee's retirement benefits as set forth in the Compensation plan attached hereto.

5.8. Vacation. Employee shall accrue One Hundred and Forty-Four (144) hours of vacation leave per year. Upon separation, Employee is entitled to receive payment at her then current Base Salary for all unused vacation time as of the effective date of separation.

5.9. Administrative Leave. In recognition of the extra hours required as part of Employee's duties as Public Works Director, Employee shall earn one hundred twenty (120) hours of administrative leave every July 1st. This leave shall be used in the same manner as vacation leave. All Administrative Leave received by Employee pursuant to this Agreement must be used prior to July 1 of each year as any unused Administrative Leave time shall automatically expire. During the term of this Agreement, Employee may cash-out up to sixty (60) hours of Administrative Leave each fiscal year. The City's fiscal year begins on July 1 and ends on June 30 each year.

Section 6. Termination.

6.1. Voluntary Resignation. Employee agrees to provide City with at least sixty (60) days advance written notice of Employee's intent to resign unless the Parties otherwise agree in writing. If Employee retires from public service with City, Employee shall provide three (3) months advance written notice. Employee's actual retirement date will be mutually established between the Parties. During any notice period, all rights and obligations of the Parties under this Agreement shall remain in full force and effect. Promptly after the effective date of resignation, City shall pay to Employee all salary and benefit amounts due and owing under this Agreement through the effective date of the resignation. In the event of a voluntary resignation, Employee acknowledges she shall forfeit any Severance entitlement pursuant to Section 6.2.(a) of this Agreement.

6.2. Termination by City Manager. The City Manager may terminate this Agreement and remove Employee from her position as Public Works Director at any time with or without cause. If Employee's termination is based on charges of misconduct that publicly stigmatizes Employee's reputation or impairs her ability to earn a living, or might damage her standing in a community, Employee may, within five (5) business days of the City Manager's notice to Employee of his or her intent to terminate Employee's employment, make a written request for a "name-clearing" hearing (as described in *Lubey v. City and County of San Francisco* (1979) 98 Cal.App.3d 340 at its progeny) before the City Council. The "name-clearing" hearing is solely to provide Employee the opportunity to clear her name. The City Council may determine whether the allegations contained in the notice of termination are supported. If the City Council determines that the allegations are not supported, a decision shall be issued to reflect that Employee's termination was without fault. This decision will not, however, require that Employee be

reinstated to the position. In the event Employee does not request a "name-clearing" hearing before the City Council, the City Manager's decision to terminate will be effective by the close of business on the fifth (5th) day after the City Manager provided notice to Employee of his or her intent to terminate Employee's employment.

Upon termination of Employee's employment, City shall tender Employee all wages due and owing, as well as accrued and unused vacation and other payments or leave time to which Employee may be entitled under this Agreement, through Employee's last day of employment. Payment shall be in accordance with standard City practice, federal or state law and this Agreement.

6.2(a). Termination Without Cause. If Employee is terminated without cause during such time that Employee is willing and able to perform her duties under this agreement, Employee shall no longer be entitled to accrue or receive any wages or benefits afforded to her by City after the date of termination; however, City agrees to pay Employee a sum equal to six (6) months of Employee's then current base salary. ("Severance Pay").

Any Severance Pay under this Agreement shall be contingent on Employee's signature on a waiver and release of all claims in a format satisfactory to City and is subject to the restrictions of Government Code section 53260 including, without limitation, that the maximum amount of Severance Pay that Employee may receive shall be the lesser of twelve (12) months base salary or the number of months remaining on the term of this Agreement. Additionally, any cash settlement related to the termination of this Agreement received by Employee from City shall be fully reimbursed to City if Employee is convicted of a crime involving an abuse of her office or position while employed with City, pursuant to Government Code section 53243.2. Severance Pay shall be paid in the same manner as payroll payments are made to other employees unless otherwise agreed to by City and Employee. In no case shall Employee be eligible for or receive Severance Pay in excess of six (6) months of Employee's then current Base Salary.

Upon Employee's request, City agrees to make a contribution to Employee's deferred compensation account on the value of the Severance Pay, calculated using the rate ordinarily contributed on regular compensation. In the event City terminates Employee's employment and this Agreement, Employee shall be entitled to continued medical and dental benefits at her own cost, pursuant to the provisions of the federal Consolidated Omnibus Budget Reconciliation Act ("COBRA").

6.2(b). Termination for Good Cause. City may at any time immediately terminate this Agreement for Cause, as defined below. If Employee is terminated for Cause, City shall not be required to pay any Severance Payment under this Agreement, and City shall have no obligation to Employee beyond those wages and benefits accrued as of Employee's last day of employment and those City may be obligated to provide under federal or state law.

"For Good Cause" for purposes of this Agreement, means a fair and honest cause or reason for termination. These reasons include, but are not limited to:

1. Conviction of a felony;

2. Disclosing confidential information of the City;
3. Gross carelessness or misconduct;
4. Unjustifiable and willful neglect of the duties described in this Agreement;
5. Mismanagement;
6. Non-performance of duties;
7. Any conduct which violates the City's Personnel Rules and for which a City employee may be terminated;
8. Repeated and protracted unexcused absences from the Public Works Director's office and duties;
9. Willful destruction or misuse of City property;
10. Conduct that in any way has a direct, substantial, and adverse effect on the City's reputation;
11. Willful violation of federal, state, or City discrimination laws;
12. Continued substance abuse which adversely affects performance of Employee's duties as Public Works Director;
13. Refusal to take or subscribe any oath or affirmation which is required by law; or
14. Employee's death or diagnosis with a disability, as defined by state or federal law, that prevents her from performing the essential functions of the Public Works Director position, even with reasonable accommodations.
15. Dishonesty;
16. Engaging in unauthorized employment or activities which conflict with, or present the appearance or possibility of conflicting with, City's legitimate business interests; and
17. Continuous or repeated failure or refusal to perform Employee's duties to the standards set by City.

Notwithstanding any provision in this Agreement to the contrary, the City Manager may suspend Employee with full pay and benefits at any time during the Term of this Agreement.

Dixon, California 95620

and WhiteBrenner, LLP
ATTN: Douglas L. White
1414 K Street, 3rd Floor
Sacramento, CA 95814

If to Employee: City of Dixon
ATTN: Louren Kotow
600 East A Street
Dixon, CA 95620
w/ cc: home address on file

Section. 11. General Provisions.

11.1. Council Approval/Modification of Agreement. This Agreement is contingent on approval by the City Council. The terms and conditions of this Agreement may not be modified or amended at any time except by written agreement signed by both Parties and approved by the City Council.

11.2. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties and supersedes all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement.

11.3. Severability of Agreement. If a court or an arbitrator of competent jurisdiction holds any Section of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining sections of this Agreement shall not be affected.

11.4. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

11.5. Headings. The headings in this Agreement are included for convenience only and neither affect the construction or interpretation of any Section in this Agreement nor affect any of the rights or obligations of the Parties to this Agreement.

11.6. Necessary Acts and Further Assurances. The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other

actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

11.7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

11.8. Waiver. No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

11.9. Counterparts. This Agreement may be executed in counterparts and all so executed shall constitute an agreement which shall be binding upon the Parties hereto, notwithstanding that the signatures of all Parties and Parties' designated representatives do not appear on the same page.

11.10. Venue. Venue for all legal proceedings shall be in the Superior Court of the State of California, in and for the County of Solano.

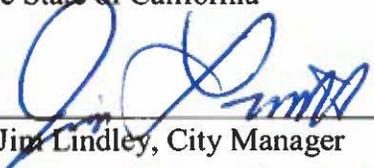
11.11. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret Sections of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

IN WITNESS WHEREOF, this Agreement has been entered into by and between Employee and City as of the date of the Agreement set forth above.

[Signature Page To Follow]

CITY:

City of Dixon, a municipal corporation
of the State of California

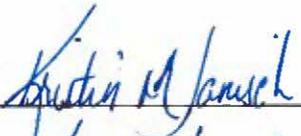
By: 
Jim Lindley, City Manager

Date Signed: 6-15-23

EMPLOYEE:

By: 
Louren Kotow, an individual

Date Signed: 6/20/23

By: 
Kristin M Janisch, City Clerk

Date Signed: 6-22-23

Approved as to Form and Content:

By: 
Douglas L. White, City Attorney

CITY OF DIXON

**COMPENSATION PLAN FOR
CONFIDENTIAL SENIOR MANAGEMENT
CLASSIFICATIONS**

JULY 1, 2022

THROUGH

JUNE 30, 2025

**Adopted by Resolution No. 22-144
June 21, 2022**

AGREEMENT NO. 23-020

**COMPENSATION PLAN FOR
CONFIDENTIAL SENIOR MANAGEMENT**

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**ARTICLE 1
GENERAL**

1.1 Term of Plan

This Compensation Plan ("Plan") shall be effective through June 30, 2025 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/Director of Utilities
Community Development Director
Deputy City Manager/Admin Services
Finance Director
Fire Chief
Human Resources Director
Police Chief
Public Works Director

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:

Years of Service	One-time Lump Sum Payment
After completion of 5 years of service	\$500
After completion of 10 years of service	\$1,000
After completion of 15 years of service	\$1,500
After completion of 20 years of service	\$2,000
After completion of 25 years of service	\$2,500
After completion of 30 years of service	\$3,000
After completion of 35 years of service	\$3,500

Unit Classification employees 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 Two Hundred Dollars (\$1,200) 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:

	Employee Share	Employee Paid Portion of Employer Share
Miscellaneous (Tier 1)	8%	0%
Miscellaneous (Tier 2)	7%	0%
Public Safety (Tiers 1 & 2)	9%	4% (Total Employee contribution: 13%)

	Employee Share
Miscellaneous & Public Safety (Tier 3)	50% of total normal cost, as determined annually by PERS

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 (Region1)/month Employee Only rate, whichever is greater
Employee + one (1)	70% of the Kaiser (Region1)/month Employee + one rate
Employee + two or more (family)	70% of the Kaiser (Region1) Employee + two or more (family rate)

b) Employees + 1 or more dependents

Employees shall receive MBA as described below:

If employee has eligible dependent(s) but only enrolls in the individual health plan, that employee is eligible to receive the Employee + 1 or Employee + 2 or more dependents MBA tier amounts based upon the number of dependents. If there is a remaining credit this may be utilized for other benefits or as taxable income. The employee will need to provide proof that the dependents are covered under another "Group" health plan that meets the Affordable Care Act's definition of minimum essential coverage (as described section 3.2.3). Employee will be required annually to update dependent status and provide proof of other coverage (as described in section 3.2.3-d).

a. 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.

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:

Example:	<u>Employment Date</u>	<u>Benefit Date</u>
	June 9	July 1
	June 30	July 1

July 1

August 1

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

The City pays 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 (Region rate in which you reside) 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:

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

- (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:

Upon initial hire	12 days/year (96 hours)*
Upon completion of five (5)years of service	18 days/year (144 hours)
Upon completion of ten (10) years of service	20 days/year (160 hours)
Upon completion of fifteen (15) years of service	25 days/year (200 hours)

- (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

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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 leave as described in the Personnel Rules.

**ARTICLE 5
HOLIDAYS**

5.1 Holidays

5.1.1 The City shall observe twelve (12) date holidays as follows:

January 1	New Years Day
3 rd Monday in January	Martin Luther King's Birthday
3 rd Monday in February	Washington's Birthday
Last Monday in May	Memorial Day
June 19	Juneteenth Day
July 4	Independence Day
1 st Monday in Sept.	Labor Day
November 11	Veterans Day
4 th Thursday in November	Thanksgiving Day
4 th 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.

6.6 Covid-19 Testing

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

RESOLUTION NO. 22-144

A RESOLUTION APPROVING THE CONFIDENTIAL MID-MANAGEMENT AND PROFESSIONAL EMPLOYEES COMPENSATION PLAN FOR THE PERIOD OF JULY 1, 2022 THROUGH JUNE 30, 2025

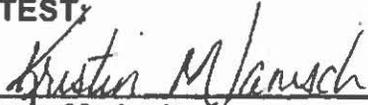
WHEREAS, the Compensation Plan for Confidential Mid-Management and Professional employees attached as Exhibit A, covers a three year term effective July 1, 2022 through June 30, 2025; and

NOW, THEREFORE, BE IT RESOLVED, that the Compensation Plan for Confidential Mid-Management and Professional Employees, attached hereto as Exhibit A is hereby approved.

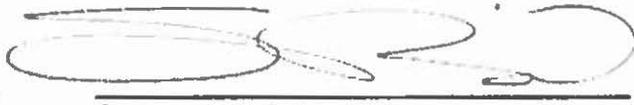
PASSED AND ADOPTED AS A RESOLUTION AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DIXON ON JUNE 21, 2022.

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

ATTEST:



Kristin M. Janisch
Elected City Clerk



Steven C. Bird
Mayor