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RESOLUTION NO. 2014-74

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) WITH THE
SUISUN CITY POLICE OFFICERS' ASSOCIATION**

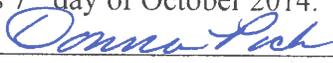
WHEREAS, the City has met and conferred in good faith with Suisun City Police Officers' Association and has agreed to a Memorandum of Understanding for the period from July 1, 2014, through December 31, 2015.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Suisun that the amended Memorandum of Understanding with the Suisun City Police Officers' Association is hereby approved; and that the City Manager is authorized to execute the MOU on the City's behalf.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Suisun City duly held on the 7th day of October 2014 by the following vote:

AYES:	Councilmembers:	<u>Day, Hudson, Segala, Wilson, Sanchez</u>
NOES:	Councilmembers:	<u>None</u>
ABSENT:	Councilmembers:	<u>None</u>
ABSTAIN:	Councilmembers:	<u>None</u>

WITNESS my hand and the seal of said City this 7th day of October 2014.



Donna Pock, CMC
Deputy City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF SUISUN CITY
AND THE
SUISUN CITY POLICE OFFICERS' ASSOCIATION**

**July 1, 2014
through
December 31, 2015**

October 7, 2014

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF SUISUN CITY
AND THE
SUISUN CITY POLICE OFFICERS' ASSOCIATION**

This Agreement signed on the ___th day of October, 2014, is entered into as of July 1, 2014, between the City of Suisun City, (hereinafter "City"), and the Suisun City Police Officers' Association, (hereinafter "SCPOA").

Pursuant to Government Code Section 3500 *et seq.* and the City of Suisun City Employer/Employee Relations Resolution No. 74-33, the following represents the Agreement reached between the City and the SCPOA, the terms of which will apply to current Employees on the date of ratification and effective July 1, 2014 through December 31, 2015.

UNDERSTANDING AND AGREEMENTS

ARTICLE I – RECOGNITION

The City of Suisun City recognizes the Suisun City Police Officers' Association as the exclusive representative for all matters relating to terms and conditions of employment pursuant to Government Code Section 3500 *et seq.* The SCPOA is the exclusive representative for those job classes listed in Exhibit A as Police Sergeant and Police Officer, attached hereto and incorporated as part of this Agreement.

ARTICLE II – MANAGEMENT RIGHTS AND RESPONSIBILITIES

1. The SCPOA recognizes and agrees that the City Council of the City of Suisun City (hereinafter "City Council"), on its own behalf and on the behalf of the electorate of the City through its bona fide agents, retains and reserves unto itself, limited only by the Articles of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it, express or implied, by the laws and the Constitutions of the State of California and of the United States of America.

2. The SCPOA recognizes and agrees that the exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City Council, the adoption of the policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by specific and expressed terms of this Agreement.

3. The SCPOA recognizes and agrees that the City Council's powers, rights, authority, duties, and responsibilities include, but without limiting the generality of the foregoing, the exclusive right to manage, plan, organize, staff, direct and control; to determine levels of service; to establish and change standards; to determine solely the extent to which the facilities of any department thereof shall be operated, including the outside purchase of products or services; the right to introduce new, or improved methods and facilities; and to otherwise take any action desired to run the entire operation efficiently, except as modified by the meet and confer requirement and this Agreement.

4. Any material conflict between this Agreement and approved policies and procedures shall be resolved through the meet and confer process by the City Manager and the SCPOA. Until such resolution, the approved City policies and procedures shall take precedence.

ARTICLE III – SUPPORT OF AGREEMENT

1. During the term of this Agreement, the City agrees not to negotiate with any other organization on matters upon which the SCPOA is the exclusive representative and which is within its scope of representation.

2. The SCPOA agrees to negotiate only with the representative officially designated by the City to act on its behalf.

3. It is agreed that neither SCPOA, nor the City shall discriminate against any Employee because of race, national origin, gender, SCPOA membership, or refusal to join SCPOA. The City will not retaliate against any Employee on account of his/her membership in SCPOA, or for exercising his/her lawful rights in SCPOA-related activities.

ARTICLE IV – UNION TIME

1. Negotiating Sessions. The Parties agree that union business should generally be conducted off City premises and on the members' own time. The Parties also agree that it is in each Party's interest that the lines of communications remain open and accessible to representatives of both SCPOA and the City. Accordingly, any member serving on the SCPOA's negotiating team shall not suffer a loss of compensation for participating in meet and confer negotiating sessions. Further, negotiating team members may meet for a period of approximately one-half hour before and after the negotiating sessions. No approval is required if the negotiating session is occurring on the member's day off. Members will not be compensated for their participation in negotiating sessions that occur on days that they are not scheduled to work.

2. Union Meetings. Union meetings should generally be conducted off City premises and on the members' own time. In order to ensure that members are not disenfranchised, the City agrees to provide paid release time to members on duty, as long as such release time is requested in advance and approved by the City Manager or Designee. The use of City facilities such as the Burdick Center for union meetings may also be approved by the City Manager or Designee, whenever either determines that it would be in the City's interest to do so.

ARTICLE V – REDUCTION IN WORK FORCE

In the event that a reduction in the workforce is necessary, the City Manager and the SCPOA shall meet and confer regarding an equitable procedure and/or options to avoid the reduction in the workforce. It is not the intent of the City to lay off a Police Officer in order to replace him/her with a Reserve Police Officer.

ARTICLE VI – USE OF RESERVE POLICE OFFICERS

The City has an interest in utilizing Reserve Police Officers to assist in patrolling the City and performing other duties to augment services provided to the community by members of SCPOA. The City does not have an interest in supplanting the services of members of SCPOA. The Parties agree that once properly trained, Reserve Police Officers may be assigned to patrol the City, may perform office duties (such as property and evidence, dispatching, filing, etc.), or may perform other duties as assigned. Reserve Police Officers may be assigned a regular shift to augment the minimum staffing level, as determined by the Police Chief in the General Orders. Reserve Police Officers may fill in for members of the SCPOA who have been assigned a regular shift, but are unavailable for duty for the period in question, provided that SCPOA members have been offered and have rejected the offer to work on an Overtime basis. Such offers shall be made based on seniority within job class within the department.

ARTICLE VII – PERSONNEL RULES AND REGULATIONS

Administrative Directive – AD 7, the City’s Personnel Rules and Regulations (hereinafter “Personnel Rules”), was approved by City Council Resolution No. 2011-52 on June 7, 2011. Except as may be provided in this Agreement, the applicable sections of the Personnel Rules, as may be amended from time to time, shall apply to the Employees represented by SCPOA. Prior to amending Resolution No. 2011-52 regarding wages, hours, or other terms and conditions of employment, the Parties shall first meet and confer on the modifications as provided in the Meyers-Milias-Brown Act (Government Code Section 3500 *et seq.*). Unless otherwise provided in this Agreement, the definitions of terms used in this Agreement shall be the definitions provided in Chapter 2 of the Personnel Rules. The Personnel Rules are incorporated herein by this reference; however the costs associated with the hearing officer provided for in Section 12.8 with regard to the Level Two appeal of a disciplinary action shall be paid for 100 percent by the City in the case of SCPOA.

ARTICLE VIII – COMPENSATION

1. Base Salary. Effective July 1, 2014, or as otherwise indicated in Exhibit A, the City will provide the Base Salary hourly compensation that is indicated in Exhibit A for the job class of Police Sergeant and the job class of Police Officer.

2. POST Certificate Pay. During the term of this Agreement, Certificate Pay shall be provided for Employees who have earned a Peace Officer Standards and Training, (hereinafter "POST") Intermediate Certificate and POST Advanced Certificate shall be granted with the pay period immediately following receipt of the certification from POST effective the issue day of the certificate. The City agrees to pay Certificate Pay in an amount equal to 5.0 percent of Base Salary for Police Officers and Police Sergeants who have earned a POST Intermediate Certificate, and the City agrees to pay Certificate Pay in an amount equal to 5.0 percent of Base Salary plus POST Intermediate Certificate Pay for Police Officers and Police Sergeants who have earned a POST Advanced Certificate. Exhibit A displays the Regular Salaries that include the adjustments for Certificate Pay and Assignment Pay.
3. Merit Increases. All Employees who have successfully completed 12 months service will be eligible for a merit increase. Advancement within a Pay Range shall not be automatic. All increases shall be based on merit on an annual basis on the established Anniversary Date. Employees who are not at the top step of their Pay Range shall be eligible to advance to the next step in the range, subject to a performance evaluation and the Police Chief's recommendation.
4. Acting Pay. The City will provide Acting Pay of 5.0 percent for a Police Officer assigned to work as an acting Police Sergeant.
5. Field Training Officer Assignment Pay. Police Officers, who are certified FTO Trainers, shall be afforded FTO Assignment Pay while they are training a regular or reserve officer. At no time shall FTO Assignment Pay for one or more FTOs who are training the same trainee for one shift exceed the total hours worked by the trainee during that shift. FTO Assignment Pay shall be calculated as an hourly rate equivalent to 5.0 percent of the applicable E Step Police Officer Regular Salary.
6. Officer-in-Charge Assignment Pay. Police Officers, who are not receiving Advanced Assignment Pay, shall be afforded OIC Assignment Pay while they are serving as the Officer in Charge (hereinafter "OIC") in the absence of a Police Sergeant for a period of at least one hour. OIC Assignment Pay shall be calculated as an hourly rate equivalent to 2.5 percent of the applicable E Step Police Officer Regular Salary.
7. Advanced Assignment Pay. The Parties have agreed to an amended Advanced Assignment and Career Development Program that has been codified as Policy 1003. This program will continue to include a Senior Police Officer Program. Employees who qualify and are selected for this program will receive Advanced Assignment Pay that will involve advancing to the next step in the range and adjusting their anniversary date to coincide with the date of their advanced assignment. In the case of the Senior Police Officer, a sixth step (F Step) shall be added to the Regular Salary range.
8. Bilingual Pay. An Employee fluent in Spanish, Tagalog or other language, the use of which the City Manager has determined to be of benefit to the City (based on the recommendation of the Police Chief), shall be paid \$46.15 per pay period upon written approval by the City Manager. Fluency shall be certified by a test administered through the Human Resources office. In order to become certified, an Employee must achieve a score of at least 9 on a scale of 12. A certified Employee shall request Bilingual Incentive Pay on a form approved by the City Manager. Employees shall be recertified at least once every two years.

ARTICLE IX – LIFE INSURANCE

Group Life Insurance. The City agrees to keep a life insurance policy in full force and effect that provides a \$200,000 death benefit for each represented member.

ARTICLE X – HOURS OF WORK

1. Workweek/Workday. Except as provided in Section 3 of Article XXV, the following applies to work weeks and Workdays:
 - A. For full-time Employees the normal workweek will be 40.0 hours of five consecutive days within any seven-day period, and the Workday will be 8.0 hours within any 24-hour period. This does not prohibit the City from extending the Workday or workweek pursuant to the Overtime provisions of this Agreement.
 - B. The workweek will begin on Friday at noon and end the following Friday at noon.
 - C. The Parties agree that if an Employee is assigned to a 4-10 alternative work schedule (hereinafter “AWS”), that Employee shall have a normal workweek of 40.0 hours or four consecutive days within any seven-day period, and the Workday will be 10.0 hours. Time worked in excess of 10.0 hours per day shall be subject to the Overtime provisions of this Agreement.
 - D. The Parties met and conferred regarding work hours and related Overtime provisions of a 3-12 AWS plan, and entered into a side letter dated November 14, 2012, which documents the understanding of the Parties regarding this AWS.
 - E. The Parties agree to meet and confer regarding work hours and related Overtime provisions of alternative work schedules such as the 9-80 AWS plan. A side letter will be utilized to document the understanding of the Parties regarding such an AWS.

2. Overtime Pay. For the purpose of Overtime and minimum time calculations, an Employee may not be paid twice for the same time period. If time periods overlap, the time shall be calculated as a continuous work period. Except as provided in Section 4 of Article XXV, the following applies to Overtime Pay:
 - A. The City agrees to compensate Employees scheduled for five days, 8.0 hours per day, in the workweek, or four days, 10.0 hours per day if assigned to a 4-10 AWS, at a rate of one and one-half times the Employees’ regular rate (hereinafter “Overtime Rate”) for each hour of work required in excess of their scheduled hours per Workday or 40.0 hours per workweek.
 - B. Employees shall be compensated at the applicable Overtime Rate for work assigned in excess of the regularly scheduled work hours.
 - C. All time on paid leave status will be considered hours worked for the purpose of computing Overtime.

- D. Work schedules may be temporarily realigned for Employees attending Job-Related Training. Consistent with the realigned work schedule, Employees traveling to and from such training outside of those work hours, minus the time it would take to drive to and from their residence to the SCPD, shall be compensated by the City. The Employee shall receive written approval in advance for such compensated travel.
3. Flex Time. Time worked in excess of the Employee's regularly scheduled Workday may be taken as "flex time" on an hour-for-hour basis provided that:
- A. The time is taken within the same workweek that it is earned; and
 - B. The determination that such time is considered "flex time" is mutually agreed upon by the Employee and the Employee's supervisor; and
 - C. The supervisor adjusts the posted work schedule.
4. Range Qualification. With the prior approval of an Employee's supervisor, range qualifications on off-duty hours shall be paid at the applicable Overtime Rate for a minimum of 2.0 hours. Except as provided in Article XII, the time shall be in the form of a cash payment or compensatory time off (hereinafter "CTO") at the Employee's option.
5. Court Appearances
- A. Employees who are required to appear in court during off-duty hours as a result of an event arising from their official duties shall be compensated for their appearance in court at the applicable Overtime Rate. The Court Appearance Minimum shall be 4.0 hours at the applicable Overtime rate. The Court Appearance Minimum shall not overlap with compensation for any regularly scheduled duty time.
 - B. If the court appearance is required during the Employee's assigned duty shift (watch) and the court appearance causes an Employee to extend beyond his/her regular scheduled end of watch time, such extended time shall be considered an extension of the duty shift.
 - C. Time for court appearances shall be computed from sign in until time released.
 - D. The Court Appearance Minimum shall be granted to an Employee if the court appearance is not canceled at least 1.0 hour prior to time of appearance.
 - E. Except as otherwise provided in Article XII, Court Appearance compensation shall be in the form of a cash payment or CTO at the Employee's option.
6. Call-Back Pay
- A. All Employees, who are required to return to work outside of their normal working hours, shall receive Call-Back Pay at the applicable Overtime Rate for a minimum of 2.0 hours.
 - B. If the call-back time is not canceled prior to the Employee's arrival for duty, the Employee shall be compensated for a minimum of 2.0 hours at the applicable Overtime Rate.

- C. This form of compensation applies to a situation where an Employee is required to appear before or attend a City or Department board, committee, or any other function, with the following exceptions:
 - i. If an Employee requests a meeting, or appears as an applicant before any board, committee, etc., the Employee shall not receive any type of compensation for such activities.
 - ii. If an Employee is called back due to times or details missing from a report of enough importance that it cannot wait until the Employee's next assigned shift, the Employee will not be compensated for a "call back" under this section. The Employee will be compensated only at the applicable Overtime Rate for the actual time spent completing the report.
- D. Except as provided in Article XII, compensation for call-back time shall be the form of a cash payment or CTO at the option of the Employee.

7. Work Schedule

- A. Except as provided in Subsection D of this Section, the City shall not reschedule an Employee's shift to split the Employee's days off. If an Employee requests a shift change with another Employee, this shall not be considered a rescheduling by the City and the Employee shall not be paid at the Overtime Rate.
- B. Except as provided in Subsection D of this Section, in the event the City changes an Employee's regularly scheduled shift without at least five days' notice, those hours shall be paid at the applicable Overtime Rate. Notice shall consist of oral notification or written notification placed in the Employee's shift box.
- C. Except as provided in Subsection D of this Section, in the event the City assigns or schedules an Employee to work a shift with notice of fewer than twelve hours between his/her last assigned shift or scheduled duty, then the second shift shall be paid at the applicable Overtime Rate.
- D. The exceptions to Subsections A, B, and C of this Section are as follows:
 - i. Employee-requested shift changes.
 - ii. Changes made in the schedule of an Employee assigned to a training function.
 - ii. A general departmental shift change.
 - iv. Employees assigned to a short-term, non-patrol function such as: boat patrol, crime suppression, major incident call outs, DUI checkpoints, and SWAT.
 - v. Time already compensated under the Overtime provisions of this Article.
- E. Employees will be given the opportunity to indicate shift preference on a seniority basis. When making shift assignments, the Department shall consider such preferences, but they shall not be binding. Employees may remain on the same shift for up to 18 months.

8. Stand-By Pay. Any Employee who is required by a directive from a first-level supervisor or above, or an order by the Court or the District Attorney or his/her representative, to remain available for duty or to remain available to appear in Court (and is thereby placed on "stand by") and is restricted from travel to any area or location which would preclude the Employee's return to duty within one hour, or is required to maintain telephone contact or pager contact at all times during such stand-by period, shall receive Stand-By Pay, which shall be compensated at the rate of one-half of the Employee's Regular Salary (straight-time hourly) rate for the time period that the Employee is on "stand by".

9. Bereavement/Compassionate Leave. Rules regarding Bereavement/Compassionate Leave are set forth in Section 10.5 of the Personnel Rules.

ARTICLE XI – VACATION LEAVE

1. Vacation Accrual. The accumulation of Vacation Leave shall commence effective with the date of hire according to the following schedule and be prorated on a pay period basis:

- A. For the first five years of service, Employees shall earn and be credited with Vacation Leave at the rate of 80.0 hours per year (3.08 hours per Pay Period).
- B. Commencing with the sixth year, Employees shall earn and be credited with Vacation Leave at the rate of 120.0 hours per year (4.62 hours per Pay Period).
- C. Commencing with the eleventh year, Employees shall earn and be credited with Vacation Leave at the rate of 144.0 hours per year (5.54 hours per Pay Period).
- D. Commencing with the sixteenth year of service, Employees shall earn and be credited with Vacation Leave at the rate of 160.0 hours per year (6.15 hours per Pay Period).

2. Maximum Accumulation. Employees with 15 or fewer years of service with the City may accumulate up to a maximum of 240.0 hours of Vacation Leave. Employees with over 15 of service with the City may accumulate up to a maximum of 320.0 hours of Vacation Leave. Under exceptional circumstances, such as heavy workloads or staffing shortages, the City Manager may authorize the accumulation of additional Vacation Leave. If an Employee is at the limit, he/she must request to take Vacation Leave off. If a written request to do so is disapproved, the limit may be increased by the City Manager. Failure to request time off will result in stopping the accrual of Vacation Leave until the balance is reduced by 40 hours.

3. Vacation Buy Back. Employees may not cash out Vacation Leave except upon leaving City Service or in the case of an emergency with City Manager approval.

4. Illness During Vacation. If an Employee becomes ill while on Vacation Leave, Sick Leave may be authorized instead of Vacation Leave upon approval of the Department Head. The Department Head may require written physician's verification of the Employee's illness.

5. Upon Death. When separation is caused by death, payment equivalent to accrued Vacation Leave shall be made to the Employee's estate.

ARTICLE XII – COMPENSATORY TIME OFF (CTO)

1. CTO accumulation. Except as otherwise provided in this Article, an Employee shall have the discretion to have the compensation for hours worked on an Overtime basis credited as either CTO or paid Overtime. The maximum accumulation of CTO is as follows: the first 10 years of City service: 120.0 hours; over 10 years of City service: 160.0 hours. If an Employee is at or above the CTO limit, he/she will prospectively only get paid Overtime (as opposed to CTO) for Overtime worked. Once the CTO balance has been reduced by 40 hours below the limit, an Employee will again be allowed to accrue CTO as opposed to receiving Overtime pay. Employees shall schedule time off using CTO only with prior Police Chief approval.
2. Backfilling on CTO. When one Employee uses CTO to be off work on a paid basis, and if the Employee who backfills the first Employee would be working in an Overtime situation, the backfilling Employee may not accrue CTO for that backfilling role.
3. Grant-Funded CTO. In order to ensure that the General Fund is not negatively impacted, Employees working Overtime on a grant-funded project or assignment shall receive compensation for Overtime hours worked on a paid basis only.
4. CTO Buyback. Employees are allowed to cash out a maximum of 32.0 hours of CTO in November. The Administrative Services Department (ASD) will send out a request form that includes written verification of each Employee's current CTO balance. Employees may request buyback of CTO by filling out and signing the form provided by ASD. The form must be submitted to ASD by the date provided on the form. With the exception of the November buyback, Employees may not cash out CTO except upon leaving City Service or in the case of an emergency with City Manager approval. No CTO buy-back will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.

ARTICLE XIII – HOLIDAY LEAVE

In lieu of observing Municipal Holidays as provided in Section 8.6 of the Personnel Rules, Holiday Leave shall be accrued by adding 4.0 hours per pay period to the Holiday Leave account. Holiday Leave is accumulated separately from Vacation Leave. Holiday Leave may be used for paid leave purposes (essentially in the same manner as Vacation Leave). In order to encourage Employees to take advantage of their holiday time, a maximum of 200.0 hours is allowed to accrue in that balance. Employees may take approved time off using Holiday Leave, or stop accruing Holiday Leave until the balance is reduced below 200.0 hours. If an Employee is at the limit, he/she must request to take Holiday Leave off. If a written request to do so is disapproved, the limit shall be increased by the City Manager. Failure to request time off would result in discontinuing the accrual of Holiday Leave until the balance is reduced by 20 hours. Employees may not cash out Holiday Leave except upon leaving City service or in the case of an emergency with City Manager approval.

ARTICLE XIV – LIGHT DUTY

1. Any Employee, who previously has been off duty due to injury, illness, or other medical reason and who has been medically released by a doctor to return to work with restrictions, may be assigned to light duty. Assignment to light duty will be based on the City's ability to accommodate the work restrictions.
2. Light duty will not be approved unless there is work available which may be performed within the limitations and/or restrictions of the affected Employee.

ARTICLE XV – RETIREMENT

The Public Employees' Pension Reform Act of 2013 (PEPRA) provides that all Employees who are currently participating in a PERS retirement plan, or those who have had a break in service that does not exceed six months, shall be considered "Classic" Employees. All new Employees who do not meet those criteria shall be considered PEPRA New Employees.

1. Classic Safety Police Employee Benefits. The City agrees to participate in the PERS 3.0 percent at 50 Retirement Plan, with One-Year Final Compensation and Credit for Unused Sick Leave Government Code Sections 20042 and 20965 respectively. This Credit will be reduced by the number of hours converted to cash pursuant to Section 6 of Article XVI. The City shall pay the Employer's contribution, as well as 5.0 percent of the total Employee's contribution of 9.0 percent.
 - A. The City agrees to continue to provide Level 4, Survivor Benefits through Public Employees Retirement System, (hereinafter "PERS").
 - B. Each covered Employee shall pay the 4.0 percent balance of the Employee's contribution.
 - C. Consistent with Internal Revenue Code Section 414(h)(2), that portion of the Employee's contribution paid by the Employer shall be deducted from each Employee's gross pay on a pre-tax basis.
2. PEPRA New Safety Police Employee Benefits. The City agrees to provide 2.7% at 57 PERS Plan for PEPRA New Safety Police Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPRA, no EPMC is available. Should any provision in this Agreement be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

ARTICLE XVI – HEALTH AND WELFARE

1. Core Flex Plan. The City will contribute the following Core Flex Plan amounts (equal to the Kaiser Rate) toward the monthly premium cost for Employees enrolled in a City-sponsored Core Flex Plan:

<u>Time Period</u>	<u>Employee</u>	<u>Employee + One</u>	<u>Employee + Family</u>
1/1/14 through 12/31/14	\$724.72	\$1,485.44	\$1,931.07
1/1/15 through 12/31/15	\$714.45	\$1,428.90	\$1,857.57

2. Flexible Benefit Options.

- A. The City agrees to provide a \$300.00 per month Flexible Benefit Credit that may be used in lieu of the Core Flex Plan enrollment per Section 1 of this Article.
- B. The Flexible Benefit Credit may be divided between (i) Dental Premiums, (ii) Flexible Spending Accounts, and (iii) Taxable Cash Option.
- C. An Employee must choose the Flexible Benefit Options during the Open Enrollment Period established in the Suisun City Flexible Benefits Plan.

3. Restrictions. An Employee may either enroll in the Core Flex Plan or may be entitled to the Flexible Benefit Options as described in Section 2 of this Article, but may not participate in both, with the exception of the Voluntary Pre-Tax Payroll Deduction Flexible Spending Account.

4. Medical Insurance Benefits after Death While on Duty. Should a member of SCPOA lose his/her life in the line of duty, the City agrees to continue to pay medical insurance payments as outlined above for the member’s immediate dependent family. Said payments will continue for a period of up to three years, providing the City’s insurance plan allows for continued participation. The surviving dependent family member(s) may remain on the City’s medical plan at its own cost after the three years has elapsed, providing that the plan allows for continued participation.

5. Medical Conversion Plan. SCPOA members with 12 years or more of service with the City, who separate from City service on good terms, may remain on the City’s medical plan, providing that the plan allows for continued participation. The member shall assume full responsibility for payment of the insurance premium.

6. Sick Leave Conversion to Fund Medical Premiums – Upon normal retirement from the City, 25.0 percent of an Employee’s Sick Leave balance may be converted to a cash equivalent and used to fund medical premiums. This conversion will be deducted from the amount reported for PERS credit in Section 1 of Article XV.

ARTICLE XVII – UNIFORMS AND CLEANING

1. A clothing allowance shall be paid by the City as provided below:

- A. A semi-annual \$500.00 clothing allowance payment shall be made to all eligible employees. The payments shall be made on the last pay period before September 15th and the last pay period before February 15th of each calendar year.

- B. New Employees may receive an advance of their first uniform allowance payment. Should a new Employee leave employment with the City prior to completion of one year, the advanced clothing allowance shall be withheld from his/her final paycheck or shall otherwise be returned to the City.
 - C. If an Employee terminates employment with the City prior to the payment of the allowance, the Employee shall not receive the clothing allowance.
2. The City agrees to replace or repair uniforms or equipment required by general order of the department that are damaged in the scope of employment. Said repairs should be completed only when they do not adversely affect the appearance or function of the item. Items of substantial age or heavily worn may be prorated for replacement.

ARTICLE XVIII – BUSINESS CARDS

The City agrees to have business cards printed for each officer and to reorder cards when the officer's supply is sufficiently low. Said cards will be of uniform style.

ARTICLE XIX – PAYROLL DEDUCTION

Upon receipt of an authorized form from an Employee, the City shall make credit union or bank deductions from the Employee's check. Upon written request, the City will advise the SCPOA of all deduction changes for its members.

ARTICLE XX – SOFT BODY ARMOR

1. The City will purchase a soft-body armor vest for each officer. The total payment per vest shall not exceed \$600.
2. Each officer may select his/her vest.
3. The City will replace the safety vest five years after the date of purchase or upon proof that the vest is defective.
4. The vest shall remain the property of the City. Ownership shall transfer to the Employee if the Employee separates from service on good terms after at least one year of employment, or upon completion of probation in the case of newly hired officers.
5. The Employee shall be required to wear the vest while assigned to patrol duties.
6. Should an Employee separate from City Service prior to the completion of one year, or completion of probation in the case of newly hired officers, the cost of the vest shall be prorated. The Employee shall pay the City for the months remaining to fulfill the specified period and the vest shall become the property of the Employee.

ARTICLE XXI – MEAL PERIODS

1. Except as provided in Section 2 of this Article, all Employees shall be entitled to a 45-minute meal period to be included in the regular shift.
2. Officers assigned to: a course of training, a non-patrol assignment, or an investigations assignment, and who are not required to be on-duty during their meal period, shall not be compensated for the time spent on the meal period.
3. Officers assigned to court shall be compensated for time spent on their meal period, providing they are required to return to court after the meal period.

ARTICLE XXII – OUTSIDE EMPLOYMENT

1. Employees may engage in outside employment, in addition to their City employment, only under the following conditions (as provided by the Personnel Rules, the Police Department "Policies and Procedures Manual", California Penal Code Section 70, and California Government Code Section 1126):
 - A. There shall be no conflict of interest or incompatibility with the Employee's City employment. No Employee shall engage in employment as a Notary Public, Private Detective, Bill Collector, or Counselor at Law. Furthermore, no Employee shall have as a business partner any person whose occupation would fall into the above categories. Furthermore, no Employee shall engage in or participate either directly or indirectly as principal, agent, or employee of:
 - i. Any tow car, motor vehicle wrecker, ambulance service, or taxicab service.
 - ii. Any establishment where the sale of liquor is the principal business.
 - iii. Any employment dealing with the investigation or adjusting of claims or losses arising out of motor vehicle or other types of accidents.
 - iv. Any employment with any other Law Enforcement Agency, custodial, corrective or investigative agency, or any other type of employment requiring the "power of a peace officer," or in any job where a concealed weapon could be used as part of the Employee function, except as provided in Subsection A.(v.) below.
 - v. The City agrees to meet and confer to develop a side letter that lays out the specifics of a program that would allow Employees to seek approval for outside employment under certain conditions. These conditions would include armed private security, but would not include temporary employment with other public law enforcement agencies.
 - B. The time involved in outside employment shall not adversely affect the Employee's attitude or efficiency in the Employee's City employment. Unless authorized by the Police Chief, part-time work shall not be performed within 8.0 hours preceding the Employee's normal duty hours with the City of Suisun City. The total time worked shall not exceed 24.0 hours in any seven consecutive days.

- C. No telephone calls or personal contacts concerning the outside employment shall be made during the hours of City employment. The Employee shall not conduct or promote in any manner, the Employee's part-time work while on duty, and the Employee shall not use any of the facilities of the City for that purpose.
 - D. Each Employee shall report all outside employment to the Police Chief and shall secure the written approval of the Police Chief and the City's Personnel Officer prior to the commencement of outside employment. Any Employee desiring to engage in outside employment on a part-time basis shall forward a written request to the Police Chief, in duplicate, outlining the nature of the part-time work, name of employer and whether it is to be long- or short-term work.
2. Employees engaged in part-time work shall not expect or request special consideration as to shift arrangement, illness or injury due to part-time work, or tardiness when starting shift. In the event of illness or injury occurring while engaged in part-time work, a doctor's examination shall be requested before resuming City duties. Part-time employment shall not be engaged in when an Employee is off ill and cannot perform the Employee's duties for the City.

ARTICLE XXIII – EDUCATION REIMBURSEMENT

1. Approval. On the written recommendation of the Police Chief and the written approval of the City Manager, an Employee may embark on an approved course of study to enhance his/her job skills. A course of study may include courses needed to gain a degree in a job-related field, or to improve opportunities for advancement or promotion with the City of Suisun City. Such a course of study would not qualify as "self-sponsored training" under the Advanced Assignment and Career Development Program. Any time spent pursuing a course of study shall not be considered being on an on-duty/paid status. If the Police Chief does not recommend reimbursement for a course of study, the Employee may appeal to the City Manager, whose decision shall be final.
2. Education Reimbursement for Pursuit of a Degree. For those Employees pursuing an Undergraduate or Graduate Degree, the maximum reimbursement is \$1,500 per year for eligible expenditures that have occurred during that fiscal year. Upon successful completion of the course work (a grade of "C" or better), the Employee shall submit to the Police Chief, copies of dated receipts showing education costs (tuition, books, materials), as well as transcripts, grades or certificates showing successful course completion.
3. Education Reimbursement for Job-Related Courses. For those Employees pursuing an approved course of study that does not involve receiving a college degree, the maximum reimbursement is \$750 per year. Upon successful completion of the course work (a grade of "C" or better), the Employee shall submit to the Police Chief, copies of dated receipts showing education costs (tuition, books, materials), as well as transcripts, grades or certificates showing successful course completion.
4. Job-Related Training. Job-related training (as opposed to education) will be based on the needs of the department, and it will be provided on an on-duty/paid basis.

ARTICLE XXIV – PHYSICAL FITNESS PROGRAM

An Employee, upon approval of the Police Chief, may apply up to \$250 of employee education and training incentive pay, as reimbursement for 50 percent of actual cost of health club membership or other approved physical fitness training. Reimbursement will be made twice annually and included with payment of the uniform allowance. Requests for reimbursement must be submitted by the Employee at least 30 days prior to the scheduled reimbursement date.

ARTICLE XXV – TEMPORARY MEASURES

1. Temporary Measures. The Parties agree that due to economic conditions, as well as actions by the State of California, that the City is forced to seek concessions from its Employees. The Parties recognize that the City could balance its budget by laying off Employees, but the Parties agree that it is preferable to rely on concessions that would ensure the Employees do not lose their jobs and that the community not suffer a more radical reduction in service delivery. The Parties have met and conferred in good faith and agreed to certain concessions, as well as certain recompense for these concessions. The Parties have also agreed to their preferences for unwinding these concessions as the fiscal situation improves. The Parties hereby declare that it is their mutual intention that these concessions be temporary and that they be unwound as soon as they can possibly be removed without fiscal harm to the City.
2. Pay Cut. The amounts set forth in Exhibit A reflect the elimination of the Pay Cut agreed to in the Agreement executed on July 19, 2012.
3. Furlough. Employees shall be scheduled to work 78.0 hours per two-week pay period. For Employees working a 3-12 AWS, a pay period shall consist of one 6.0-hour “short” day and six 12.0-hour days. For Employees working a 4-10 AWS, a pay period shall consist of one 8.0-hour “short” day and seven 10.0-hour days. These furloughs shall remain in effect until such time as the Parties meet and confer on their modification. In order to best meet the needs of the Department, these Alternative Work Schedules may be modified after the Parties discuss the impacts of any modifications on the Parties.
4. Impact of Furlough on Overtime. The first 1.0 hour of any Overtime worked during a pay period shall be at straight time rather than time and one-half.
5. Unwinding Protocol. The Parties agree that unwinding the Temporary Measures is subject to the meet and confer process as provided in the Meyers-Milias-Brown Act (Government Code Section 3500 *et seq.*). The Parties also agree that the preferred unwinding protocol should proceed as follows:
 - A. Restore Furloughs. As soon as the City has sufficient confidence that the Furloughs in part or in whole are no longer needed, the Parties will meet and confer on the implementation of the unwinding of some or all of the Furlough.
 - B. Selectively Fill Vacant Positions. The second highest priority is the selective filling of some or all of the positions that are being held vacant. The Parties acknowledge that the City Council has established a policy that the filling of any vacancy must first be approved by the City Council.

- C. Relax Cash-Out Restrictions. In order to ensure that the agreed-upon Pay Cuts have the desired effect on the budget, the Parties understand and agree that the cashing out of paid leave needs to be restricted to 32 hours of CTO in December. After addressing Subsections 4.A. and 4.B. above, the Parties will meet and confer about relaxing the restrictions set forth in Section 4 of Article XII, Article XIII, and Section 1 of Article XXI as funding becomes available. Such discussions may occur within the context of discussions regarding Subsection 4.D. below.
- D. Provide COLAs. At such time as the fiscal situation has improved sufficiently, the Parties shall meet and confer on the cost-of-living adjustments (COLAs) that implement the Class and Compensation Study consistent with City Council policy direction within the limitations of the City's ability to pay.

ARTICLE XXVI – GENERAL PROVISIONS

1. Severability. If any provision of this Agreement shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with enforcement of any provision shall be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the Parties shall enter into negotiation for the sole purpose of arriving at a mutually satisfactory replacement for such provision.
2. Full Understanding. The Parties agree that this Agreement sets forth the full and entire understanding of the Parties regarding the matters set forth herein, and verbal statements shall not supersede any of its provisions.
3. No Requirement to Meet and Confer. Except as provided in Subsections D. and E. of Section 1 of Article X, the Parties agree that neither Party shall be required to meet and confer concerning any specific provision of this Agreement during the term of this Agreement.
4. Reopener. Upon the written request of the City Manager, the Parties agree to reopen negotiations during the term of this Agreement for the following purpose:
 - A. Declaration of a Fiscal Emergency by the City Council which could result in Layoffs if the Parties do not meet and confer on alternatives.
 - B. If any other bargaining group has an employment contract with the City of Suisun City that contains Temporary Measures that are more advantageous for the Employees than this Agreement, the Parties agree to meet and confer on the modification of Article XXV of this Agreement.
 - C. A positive or negative change occurs in the City's fiscal status that would affect the availability of funding for services provided in whole or in part by Employees represented by SCPOA.
5. Savings Clause. In the event that the implementation of any article, section, subsection, or paragraph of this Agreement shall be frustrated on account of the operation of law or by any tribunal of competent jurisdiction, or if compliance with any article, section or subsection would be frustrated or restrained by such law or tribunal, representatives of the City and the SCPOA shall, if possible, meet and confer for the purpose of endeavoring to agree on a replacement for such article, section, subsection, or paragraph.

6. No Strike/Lockout. The SCPOA agrees that there will be no strike, work stoppage, slowdown, "sick in", sit down, refusal to perform work, other interference with City operations, picketing, or refusal to enter upon City premises on any account or in connection with any grievance or dispute. The City agrees that it will not engage in any lockouts during the term of this Agreement.

7. Successor Agreement. Meet-and-confer negotiations for a successor agreement shall begin no earlier than August 1, 2015. Either Party may serve upon the other its written request to commence negotiations, as well as its initial written proposals for such successor Agreement. Upon receipt of such written notice and proposals, negotiation sessions shall commence no later than 30 days thereafter. The Parties hereby declare that it is their mutual interest to negotiate a multi-year successor agreement that implements the Class and Compensation Study consistent with City Council policy direction.

8. Distribution of Agreement. Within 10 days of the adoption of this Agreement, all covered Employees shall receive a copy of the Agreement. The "copy" may be provided in electronic format.

ARTICLE XXVII – EFFECTIVE DATE

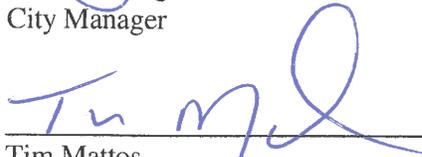
The effective date of this Agreement shall be the day that this Agreement is duly adopted by resolution of the City Council.

EXECUTED this ___th day of October 2014.

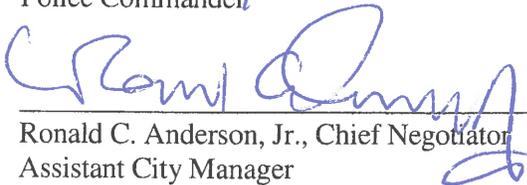
**CITY OF SUISUN CITY
REPRESENTATIVES:**



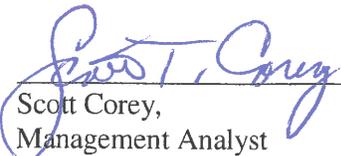
Suzanne Bragdon
City Manager



Tim Mattos
Police Commander

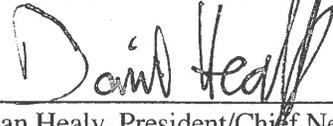


Ronald C. Anderson, Jr., Chief Negotiator
Assistant City Manager



Scott Corey,
Management Analyst

**SCPOA
REPRESENTATIVES:**



Dan Healy, President/Chief Negotiator
Suisun City Police Officers Association



Jose Martinez
Suisun City Police Officers Association

EXHIBIT A: Suisun City Police Officers' Association
Salary Schedule Effective July 1, 2014

Job Class w/ Incentive &/or Assignment P	Range	A Step		B Step		C Step		D Step		E Step		F Step		G Step	
		Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Police Officer	400	\$ 4,667	\$ 26.93	\$4,900	\$ 28.27	\$5,145	\$ 29.68	\$5,403	\$ 31.17	\$5,673	\$ 32.73	N/A	N/A	N/A	N/A
Police Officer w/ POST Int. Certificate	401	\$ 4,900	\$ 28.27	\$5,145	\$ 29.68	\$5,403	\$ 31.17	\$5,673	\$ 32.73	\$5,956	\$ 34.36	N/A	N/A	N/A	N/A
Police Officer w/ POST Int. & Adv Certs	402	\$ 5,145	\$ 29.68	\$5,403	\$ 31.17	\$5,673	\$ 32.73	\$5,956	\$ 34.36	\$6,254	\$ 36.08	N/A	N/A	N/A	N/A
Senior Police Officer	410	N/A	N/A	N/A	N/A	\$5,145	\$ 29.68	\$5,403	\$ 31.17	\$5,673	\$ 32.73	\$5,956	\$ 34.36	N/A	N/A
Senior Police Officer w/ POST Int. Cert.	411	N/A	N/A	N/A	N/A	\$5,403	\$ 31.17	\$5,673	\$ 32.73	\$5,956	\$ 34.36	\$6,254	\$ 36.08	N/A	N/A
Senior Police Officer w/ POST Int. & Adv	412	N/A	N/A	N/A	N/A	\$5,673	\$ 32.73	\$5,956	\$ 34.36	\$6,254	\$ 36.08	\$6,567	\$ 37.89	N/A	N/A
Master Police Officer	420	N/A	N/A	N/A	N/A	\$5,145	\$ 29.68	\$5,402	\$ 31.17	\$5,672	\$ 32.73	\$5,956	\$ 34.36	\$6,254	\$ 36.08
Master Police Officer w/ POST Int. Cert.	421	N/A	N/A	N/A	N/A	\$5,402	\$ 31.17	\$5,672	\$ 32.73	\$5,956	\$ 34.36	\$6,254	\$ 36.08	\$6,566	\$ 37.88
Master Police Officer w/ POST Int. & Adv	422	N/A	N/A	N/A	N/A	\$5,672	\$ 32.73	\$5,956	\$ 34.36	\$6,254	\$ 36.08	\$6,566	\$ 37.88	\$6,895	\$ 39.78
Police Sergeant	450	\$ 5,812	\$ 33.53	\$6,103	\$ 35.21	\$6,408	\$ 36.97	\$6,728	\$ 38.82	\$7,065	\$ 40.76	N/A	N/A	N/A	N/A
Police Sergeant w/ POST Int. Certificate	451	\$ 6,103	\$ 35.21	\$6,408	\$ 36.97	\$6,728	\$ 38.82	\$7,065	\$ 40.76	\$7,418	\$ 42.79	N/A	N/A	N/A	N/A
Police Sergeant w/ POST Int. & Adv.	452	\$ 6,408	\$ 36.97	\$6,728	\$ 38.82	\$7,065	\$ 40.76	\$7,418	\$ 42.79	\$7,789	\$ 44.93	N/A	N/A	N/A	N/A
Master Police Sergeant	460	N/A	N/A	N/A	N/A	\$7,065	\$ 40.76	\$7,418	\$ 42.79	\$7,789	\$ 44.93	\$8,178	\$ 47.18	\$8,587	\$ 49.54

Bold denotes benchmark class