RESOLUTION NO. 2016-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) WITH THE SUISUN CITY EMPLOYEES' ASSOCIATION (SCEA) AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY

WHEREAS, the City has met and conferred in good faith with Suisun City Employees' Association and has agreed to a Memorandum of Understanding for the period from January 1, 2016, through December 31, 2017.

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

PASSED AND ADOPTED by the City Council of the City of Suisun City at a regular meeting thereof held on the 2nd day of February, 2016 by the following vote:

AYES:	Councilmembers:	Day, Hudson, Segala, Sanchez
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Wilson
ABSTAIN:	Councilmembers:	None

WITNESS my hand and the seal of said City this 2nd day of February 2016.

Donna Pock

Donna Pock, CMC
Deputy City Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SUISUN CITY
AND
THE SUISUN CITY EMPLOYEES ASSOCIATION
SEIU LOCAL 1021 AFL-CIO CLC

January 1, 2016
through
December 31, 2017

February 2, 2016

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SUISUN CITY AND
THE SUISUN CITY EMPLOYEES ASSOCIATION
SEIU LOCAL 1021 AFL-CIO CLC

This Memorandum of Understanding is made and entered into between the CITY OF SUISUN CITY, (hereinafter "City"), and SUISUN CITY EMPLOYEES' ASSOCIATION, Service Employees International Union Local 1021, (hereinafter "SCEA"), a formally recognized employee organization pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500 *et seq.*).

The Parties agree that this Memorandum of Understanding (hereinafter "Agreement") shall be submitted to the City Council of the City of Suisun City with the joint recommendation of the designated representatives of the Parties that the City Council approve the Agreement and take any additional action as may be necessary to implement its provisions.

The City agrees to give reasonable written notice to SCEA of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation, and shall give SCEA the opportunity to meet and confer with respect thereto.

The Parties have met and conferred in good faith through their designated representatives concerning those matters set forth in Government Code Section 3504 and have reached agreement thereon as set forth below. The City agrees that there shall be no other negotiations for represented workers beyond this Agreement.

The Parties agree as follows:

ARTICLE I – CITY RIGHTS

1. Except as limited by the specific and express terms of this Agreement, the City hereby retains and reserves unto itself all rights, powers, authority, duty and responsibilities confirmed on and vested in it by the laws and the Constitution of the State of California, the Suisun City Code, and/or the laws and Constitution of the United States of America.

2. Regardless of any provision contained in this Agreement or which may be inferred from this Agreement, the City shall retain and shall have the right to exercise the following exclusive rights which include, but are not limited to, the following:

   A. The right to hire and fire.

   B. The right to determine the mission of its constituent departments, divisions, commissions, and boards.

   C. The right to set standards of service and municipal fees and charges.

   D. The right to determine the procedures and standards of selection for employment, assignment, transfer, and promotion of applicants and Employees, provided in the case of Employees that the exercise of such right shall not infringe on any rights that Employees have under this Agreement.

   E. The right to direct its Employees.

F. The right to discharge or suspend Employees for just cause and take other disciplinary actions against its Employees as set forth herein.

G. The right to relieve its Employees from duty because of lack of work or other legitimate reasons.

H. The right to maintain the efficiency of governmental operations.

I. The right to determine the methods, means, and staffing to conduct governmental operations.

J. The right to determine and re-determine job content and job classifications.

K. The right to contract out any work which is now being performed by Employees of the City or which shall be performed in the future by Employees of the City, provided this only occurs in those situations where the tasks cannot be accomplished by current SCEA members as efficiently, economically, and expediently as can be achieved by such contracting out, provided that the City shall make every reasonable effort to place Employees displaced by such contracting out in other City service requiring similar skills as the work performed by the Employee when displaced by the contracting out and which requires minimal training to afford the Employee opportunity to adequately perform the new position.

L. The right to take all necessary actions to carry out the mission of the City, its constituent departments, divisions, or commissions and boards in cases of emergencies.

M. The right to exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE II – EMPLOYEE RIGHTS

Subject to the provisions of Resolution No. 74-33, Employees of the City shall have the right to form, join, and participate in the activities of a Recognized Employee Organization of their own choosing for the purpose of representation on matters of employer-employee relations, including but not limited to, wages, hours, and other terms and conditions of employment. Employees of the City also shall have the right to refuse to join or participate in the activities of Recognized Employee Organizations.

ARTICLE III – 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. It is included as Exhibit A and incorporated into this Agreement by this reference. 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 SCEA. 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.

ARTICLE IV - RECOGNITION

1. Job Classes Represented. The City recognizes SCEA as the exclusive representative for the general employees bargaining unit consisting of the following Permanent, Non-Sworn, non-Professional/Technical, non-Management job classes which should properly be assigned to this bargaining unit by the City, such exclusive representation being subject to and qualified by Employee rights under applicable local, state, and federal law to be represented by the Recognized Employee Organization of their choice:

Represented Job Classes
Computer Technician
Building Inspector I/II-II
Public Works Inspector
Youth Services Specialist
Senior Public Safety Dispatcher
Building Inspector I-II-I
Housing Specialist I/II-II
Public Safety Dispatcher I/II-II
Housing Specialist I/II-I
Administrative Assistant II
Recreation Coordinator
Accounting Technician
Senior Account Clerk
Senior Maintenance Worker
Fleet Mechanic
Public Safety Dispatcher I/II-I
Administrative Assistant I
Recreation Administrative & Program Coordinator
Maintenance Worker I/II-II
Community Services Officer I/II-II
Account Clerk III
Maintenance Worker I/II-I
Building Maintenance Worker I/II-II
Community Services Officer I/II-I
Account Clerk I/II-II
Office Assistant
Building Maintenance Worker I/II-I
Account Clerk I/II-I

2. Future Additional Job Class Determination. In addition, future additional job classes determined under applicable City Resolutions to be of a Regular, Permanent, Non-Sworn, non-Professional/Technical, and/or non-Management nature shall be represented by SCEA.

3. Temporary/Limited Service Positions. It is agreed that Temporary Employees, Part-Time Employees, Emergency Employees, Volunteer Employees, and contractors are not governed by this Agreement and are not represented by SCEA. Employees who work less than full time are not represented by SCEA. If an Employee who had occupied a Temporary, Provisional, or grant-funded Position is subsequently hired into the same job class as a Regular Employee, he/she shall be placed in the step level nearest to but not lower than his/her last Pay Rate as a Temporary, Provisional, or grant-funded Employee.

ARTICLE V – NO DISCRIMINATION

It is agreed that neither SCEA, nor the City shall discriminate against any Employee because of race, national origin, gender, SCEA membership, protected concerted SCEA activity, or refusal to join SCEA.

ARTICLE VI - DUES, FEES, INSURANCE CHECK OFF

1. Payroll Deductions. The City will withhold from the pay of all SCEA members and all new Employees hired after the ratification of this contract an amount equal to the SCEA dues. At the sole discretion of the Employee, the withholding will be applied to SCEA dues, a service fee, or as a donation to a non-profit charitable organization from a list approved by the City. Payment of a service fee does not create an obligation for SCEA membership. Such payroll deductions will be made based on a written request signed by the Employee.

2. Duration. All Employees who are members of the SCEA on the ratification date of this Agreement and all Employees who thereafter become members of the SCEA shall pay dues to the SCEA for the duration of this Agreement unless the Employee chooses to withdraw from SCEA membership during the annual withdrawal period between January 1st and January 15th. During this period, the Employee must present a written request to the SCEA President (or designee) and to the Assistant City Manager.

3. COPE Deductions. Political Action Fund deductions will be made by the City for active SCEA members who have requested in writing that such deductions be made.

ARTICLE VII – ACCESS

1. SCEA Business. All SCEA business will be conducted by Employees and SCEA representatives outside of established working hours. Nothing herein shall be construed to prevent a SCEA representative or an Employee from contacting the City Manager or other management representatives regarding personnel-related matters during working hours.

2. Work Locations. The authorized SCEA Business Agent, if any, shall be given access to work locations during working hours, provided that prior to visiting any work location the SCEA representative notifies the affected Department Head (if only one department is affected) or the Assistant City Manager (if more than one department is affected).

3. Shop Stewards. In addition to the president, two stewards shall be appointed by the SCEA as alternate representatives to assist in resolving workplace issues and other representational duties including but not limited to Grievances.

4. Release Time. The City may grant a total of 16 hours of paid time off for the president and two stewards to attend training scheduled during the Employee's normal working hours. Those hours may be split among the three SCEA officials at SCEA's discretion. The SCEA will be responsible for overseeing the time used and calculating the time remaining. The SCEA must notify the Assistant City Manager with each approved time off request. The SCEA president shall submit written requests for release time to the Employee's immediate supervisor. The supervisor's decision to approve will be based on the operational needs of the City. The Employee and SCEA president will certify the Employee's attendance. Unused training hours may accrue to a maximum of 32 hours.

5. Labor/Management Committee. The City and the SCEA agree to set up a Labor/Management Committee in order to encourage open communication, to promote harmonious relations, and to resolve matters of mutual concern. The committee will meet quarterly or as mutually agreed to by the Parties. The Committee will be composed of one representative from the City, one representative from the SCEA, and the SCEA Business Agent, if any. The meetings are informal and are not intended to be for discussion of issues handled under other provisions herein such as Grievances, disciplinary actions, or collective bargaining negotiations.

ARTICLE VIII – COMPENSATION

1. Salaries. Effective July 3, 2015, the City will provide hourly compensation for all represented job classes consistent with Exhibit B. Payments will be made on a bi-weekly basis. Further adjustments will occur as indicated on July 1, 2016, December 30, 2017, and June 30, 2017.

2. Incentive Pay. Upon recommendation of the Department Head and the approval of the City Manager or designee, the City will provide training incentives for special education and certification not already required as part of the Employee's job classification, and obtained outside the Employee's working hours. Employees receiving Incentive Pay must maintain certification consistent with the rules of the issuing authority. Failure to do so will result in a suspension of this benefit for a period not to exceed six months. During this suspension period, the Employee must cure the reason for loss of certification, or the suspension shall become permanent.

Similarly, to qualify to receive Certified Arborist Incentive Pay, Heavy Equipment Operator Incentive Pay, Class A Driver Incentive Pay, or Bilingual Incentive Pay, an Employee must be utilizing the applicable certification. Accordingly, if an Employee refuses to perform work requiring that certification, or if the Employee is unable to work, or if the Employee is temporarily disabled, or if the Employee is on modified duty that restricts the Employee from performing such work, the Incentive Pay shall be suspended until the Employee resumes performing the duties for which the Incentive Pay is provided. During the suspension period, the City may temporarily provide Certification Pay to the qualified City Employee who picks up the duties of the Employee whose Certification Pay has been suspended. The maximum number of Employees eligible for such incentives is shown below; said maximum may be exceeded only upon approval of the City Manager.

Authorized Incentive Pay for special education and certifications shall be as follows:

Department	Job Class	Number	Amount
Public Works	Certified Arborist	1	5%
	Certified Heavy Equipment Operator/ Class A Driver	5	5%
All Employees Covered by Agreement for an AA Degree or Higher		8	3%

One 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 Bilingual Incentive Pay of $46.15 per pay period upon written approval by the City Manager.

One 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 applicable department director), shall be paid Bilingual Incentive Pay of $46.15 per pay period upon written approval by the City Manager.

In the case of Bilingual Incentive Pay, 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.

3. Acting Pay. Employees covered by this Agreement shall receive Acting Pay under the following conditions:

A. Employees must qualify to receive Acting Pay by acting in the higher job class and performing substantially the full range of duties and responsibilities of the higher job class for a period of two weeks. The qualifying period may be satisfied one full workday at a time.

B. Employees who have met this requirement after July 1, 2001, and who are recommended by their supervisor and Department Head may be certified as having met the qualifying period.

C. Employees who are certified to act in a higher job class will receive Acting Pay in an amount of at least 5.0 percent and no more than 10.0 percent of their current salary whenever they act in the higher job class for a minimum of two consecutive weeks while performing substantially the full range of duties and responsibilities of the higher job class.

D. In order to receive Acting Pay, Employees must meet the minimum qualifications of the higher job class, and Employees may not refuse to perform any duty or responsibility of the higher job class.

E. Acting Pay shall not be applied to a request to cash-out any form of paid leave, or payment for paid leave hours on the books at time of separation.

ARTICLE IX – RETIREMENT BENEFITS

1. Classic Miscellaneous Employee Benefits. Except as provided in Section 2 of this Article, retirement benefits for represented Employees shall be as provided below:

A. PERS Benefits. The City agrees to provide the 2.0 percent at 55 PERS Retirement Plan, including the 1959 Survivor's Benefit Level 3, for Miscellaneous Employees. The City will pay 100 percent of both the employee and employer contributions. PERS Employer Paid Member Contributions (EPMC) will be reported as "Special Compensation".

B. One-Year Final Compensation. The City provides one-year final compensation pursuant to Government Code Section 20042.

C. Sick Leave Conversion. The City provides Credit for Unused Sick Leave pursuant to Government Code Section 20965.

2. PEPRA New Employees. The City agrees to provide 2.0% at 62 PERS Retirement Plan for Public Employees' Pension Reform Act of 2013 (PEPRA) New Miscellaneous 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.

3. Participation in Group Medical/Dental. Any eligible Employee approved for a service retirement shall be entitled to participate in a City-provided group medical/dental plan, as long as it is permissible by the insurance provider, and as long as the retiree makes full and prompt payment of the full premium costs to the City. At any time such payments fall in arrears, the retiree shall cease to be eligible for group health plan membership.

4. Public Agency Retirement Services (hereinafter "PARS"). If SCEA desires to review additional retirement options available from PARS, with the preliminary understanding that such options may be available to represented employees at no cost to the City. It is mutually agreed to meet and confer regarding PARS retirement options, providing SCEA notifies the City by July 1, 2015, of options that are available at no cost to the City that represented members desire to adopt.

ARTICLE X – MEDICAL & DENTAL INSURANCE

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

Time Period	Employee	Employee + One	Employee + Family
1/1/16 through 12/31/16	$746.47	$1,492.94	$1,940.82
1/1/17 through 12/31/17	<<<<<<	Kaiser Permanente Rate	>>>>>>

2. Flexible Benefit Options. 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. The Flexible Benefit Credit may be divided among Dental Premiums, Flexible Spending Accounts, and Taxable Cash Option. 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 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.

ARTICLE XI – WORKERS' COMPENSATION COVERAGE

The City shall provide Workers' Compensation Insurance coverage (hereinafter "Workers' Comp") for all Employees through its self-insured program.

ARTICLE XII – STATE DISABILITY INSURANCE COVERAGE

1. State Disability Insurance. The City shall participate under the State Disability Insurance Program (hereinafter "SDI") for employees represented by SCEA. This program shall work as follows:

2. Payment of SDI Premiums. SDI premiums shall be paid in full by all participating Employees.

ARTICLE XIII – LIFE INSURANCE AND DEFERRED COMPENSATION

1. Life Insurance. The City agrees to provide a $200,000 term and accidental death and dismemberment insurance policy for each represented Employee. The face value of the policy will begin reducing at age 65, per the policy's schedule of benefits.

2. ICMA Deferred Compensation Plan. The City agrees to provide the ICMA Deferred Compensation Plan as an optional benefit to City Employees. The City will match the Employee's contribution up to $50.00 per pay period. The City's match will be contributed to participating Employees on a pay-period basis.

ARTICLE XIV – MILEAGE REIMBURSEMENT

Employees are encouraged to use City vehicles when conducting City business. When the use of private vehicles is required and approved by the Employee's Department Head, the City shall provide mileage reimbursement at the mileage rate set each November by the Internal Revenue Service (Publication 917). The new rate shall be effective the following January.

ARTICLE XV – UNIFORMS AND UNIFORM ALLOWANCES

1. Uniform Allowances. Annually on or before the dates indicated, the City shall pay those Employees required to wear uniforms in the performance of their duties as follows:

Job Class	3/15	9/15
Senior Public Safety Dispatcher	$250.00	$250.00
Public Safety Dispatcher I/II	250.00	250.00
Community Services Officer I/II	250.00	250.00

2. Other Uniforms. During the term of this Agreement, the City shall continue to supply Maintenance Workers with the required uniform components as determined by the Building & Public Works Director in a written departmental policy.

ARTICLE XVI – HOURS OF WORK

1. Attendance. Employees shall be in attendance at their workstation in accordance with departmental schedules unless on approved leave.

2. Work Schedules. At the discretion of the City, Regular, Full-Time Employees shall be assigned to one of the following work schedules:

A. A 40.0-hour workweek consisting of five consecutive 8.0-hour days in a seven-day period (hereinafter "5/40"), beginning at noon on Friday through noon on the following Friday. All other work schedules shall be considered Alternative Work Schedules.

B. An Alternative Work Schedule, such as four consecutive 10.0-hour days in a seven-day period beginning at noon on Friday through noon on the following Friday (hereinafter "4/10"), or nine workdays totaling 80 hours during a fourteen-day period beginning at noon on Friday through noon on the following Friday (hereinafter "9/80"), or any other configuration approved by the Department Head and City Manager. Assignment to an Alternative Work Schedule is subject to Department Head recommendation and City Manager approval and shall not be considered permanent. At such time as the Department Head and City Manager determine that the schedule does not meet departmental needs, the Employee shall be reassigned to another work schedule.

E. Employees shall not be scheduled to work more than seven consecutive days without two scheduled days off, except in emergency situations.

F. Employees assigned to an Alternative Work Schedule may have the start of the workweek changed in accordance with the requirements set forth in the Fair Labor Standards Act.

G. Employees may temporarily flex their schedules with the prior approval of their Department Head, so long as the new schedule meets the City's needs and the Employee works a full schedule or makes up the shortfall with paid leave.

All paid leave (Sick Leave, Vacation Leave, Holiday Leave, and CTO) shall be charged to the Employee's paid leave balance(s) for all hours not worked up to the scheduled hours for that day(s). For example, if an Administrative Assistant is off sick on a 9.0-hour day, that Employee's Sick Leave balance would be reduced by 9.0 hours for that absence. Similarly, if a Holiday falls on a 9.0-hour Workday, the Employee would receive 8.0 hours of Holiday Time Off and the balance of 1.0 hour may be made up through use of Vacation Leave, Holiday Leave, or CTO. Sick Leave may not be used to make up for Holiday Time Off shortfalls.

3. Conflict with FLSA. The City and SCEA acknowledge that where this Article may conflict with the Fair Labor Standards Act, the Act shall take precedence.

4. Breaks. All Employees shall be entitled to receive a 15.0 minute break for every 4.0 hours of work or major fraction thereof.

ARTICLE XVII – OVERTIME AND COMPENSATORY TIME OFF

The following procedures shall apply to Overtime and Compensatory Time Off (hereinafter "CTO"):

1. 5/40 Work Schedule. For all Employees assigned to a 5/40 work schedule, all work performed in excess of 40.0 hours in a workweek or 8.0 hours in a day, that was approved in advance by the Department Head (except emergency Overtime associated with a Call Out), shall be paid at one and one-half times the Employee's regular pay.

2. Alternative Work Schedules. Employees on a 4/10 or a 9/80 Alternative Work Schedule shall not be eligible for Overtime until they have worked a full scheduled Workday.

3. Employee-Requested Flex-Time. In the event of pre-approved, Employee-requested flex-time, Employees shall not be eligible for Overtime until they have worked a full scheduled workweek.

4. Paid Leave Considered Hours Worked. For purposes of Overtime computation, all paid time including Sick Leave, Vacation Leave, Holiday, and CTO shall be considered hours worked.

5. Overtime Credited as CTO. Except as provided in Section 6 of this Article, Overtime worked may be credited as CTO or be paid as Overtime at the discretion of the Employee. CTO will be credited at a rate of one and one-half times the Overtime hours worked. The maximum accumulation of CTO is as follows: under five years of City service: 80.0 hours; five to under ten years of City service: 90.0 hours; ten to under 15 years of City service: 100.0 hours; 15 years and

over of City service: 120.0 hours). Any Overtime worked in excess of these limits shall be compensated on a paid basis.

6. Above CTO Limit. 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 40.0 hours below the limit, an Employee will again be allowed to accrue CTO as opposed to receiving Overtime pay. Upon separation of service, an Employee is entitled to receive the cash value of all accrued CTO.

7. CTO Buyback. Two alternatives exist for Employees to buyback (cash out) their CTO balances: Subsection A below applies to the buyback of CTO balances, and Subsection B below provides an alternative to Subsection A for the buyback of Eligible Paid Leave balances. Employees may only select one alternative.

A. Employees are allowed to buyback a maximum of 32.0 hours of CTO in December. 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 December 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 buyback will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.

B. Employees are allowed to cash out a maximum of 32.0 hours of Eligible Paid Leave in December. The Administrative Services Department (ASD) will send out a request form that includes written verification of each Employee's current Eligible Paid Leave balances. Employees may request a buyback of Eligible Paid Leave 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 Eligible Paid Leave except upon leaving City Service or in the case of an emergency with City Manager approval. No Eligible Paid Leave buyback will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.

With respect to this Section, Eligible Paid Leave includes CTO, Holiday Leave, and/or Vacation Leave (in that order of usage). The buyback of Eligible Paid Leave is limited to the difference between the buyback limit of 32.0 hours less the number of Overtime hours earned during the calendar year to date. An example is provided below:

Assuming that the Employee has the following situation

Earned 8.0 hours of Overtime during the calendar year.
Has a balance of 12.0 hours of CTO.
Has a balance of 8.0 hours of Holiday Leave.
Has a balance of 42.0 hours of Vacation Leave.

Calculation of Eligible Paid Leave	
Buyback Limit	32.0 hours
Less: Overtime Earned	8.0 hours
Eligible Paid Leave	24.0 hours

Buyback of Eligible Paid Leave	
CTO balance	12.0 hours
Holiday Leave balance	8.0 hours
Vacation Leave balance	4.0 hours
Total Buyback	24.0 hours

ARTICLE XVIII – STANDBY AND CALL-OUT PROCEDURES

The following procedures shall apply exclusively to Standby and Call-Out assignments in the Public Works Maintenance Division, where all covered Employees are required to make themselves available for a proportionate share of weekly Standby duty:

1. Those Employees scheduled for weekday Standby Duty (from the end of the Workday on one day to the beginning of the next Workday during the workweek, which is from Monday evening through Friday [or every other Thursday for 9/80 Alternative Work Schedules] morning) will receive $25.00 Standby Pay per day.

2. Those Employees scheduled for weekend Standby (from the end of the Workday on the last day of the regular workweek to the start of the Workday at the beginning of the next workweek) will receive $30.00 Standby Pay per day.

3. Those Public Works employees scheduled for weekly Standby Duty (from Monday at 12:00 a.m. through Sunday at 11:59 p.m.) will receive $190.00 Standby Pay per week.

4. In the event of a Call Out, the Employee shall be paid for a minimum of 2.0 hours of time at the appropriate pay rate or receive equivalent CTO, at the Employee's option. In the event that the work for which the Employee has been called out takes fewer than 2.0 hours, the Employee may opt to work a lesser amount of time and receive compensation or time off for the actual time worked, with a minimum of one-half hour and rounded to the nearest one-half hour. If, by department policy, permission from a supervisor is necessary prior to leaving work, such permission shall be obtained.

5. Those Employees scheduled for Standby Duty agree to be "available" for Call Out for the day or days scheduled. It shall be the responsibility of the Employee to be available by either pager or phone, as specified by departmental policy, and to respond to the phone call and arrive at the worksite in accordance with departmental policy.

6. All Employees scheduled for Public Works Standby Duty shall be properly trained on the Call-Out procedures and in the operation of all equipment required for Standby Duties.

7. Standby Duty schedules shall be assigned in accordance with departmental policy. Employees will be given the opportunity to volunteer for Standby Duty. Such indications will be considered by the department when making assignments for Standby Duty, but shall not be binding.

8. Any Employee, who has been scheduled for Standby Duty and either fails to be "available" or fails to report for work once notified, shall be subject to disciplinary action.

9. Employees may request that their supervisor consider trading or rescheduling their Standby Duty assignment with another Employee. The supervisor shall retain the option of releasing the Employee from the scheduled Standby Duty assignment.

10. An Employee shall not be required to work more than one week of Standby Duty assignment at a time without the mutual agreement of the Employee and the supervisor.

ARTICLE XIX – VACATION LEAVE

Use of Vacation Leave requires prior written approval by the Department Head or designee. Employees are encouraged to take vacations lasting at least one week. Vacation Leave may not be granted in excess of the Vacation Leave balance that has been accrued at the time that the Vacation Leave is granted.

1. Vacation Accrual. Accumulation of Vacation Leave shall commence effective with the date of hire, according to the following schedule, prorated on a pay period basis (annual total divided by 26 bi-weekly pay periods to two decimal places of accuracy):

A. For the First Five Years of Service. Employees shall earn and be credited with Vacation Leave at the rate of 10 workdays (80.0 hours for those working 40.0 hours per week, or 99.0 hours for those working 49.5 hours per week) per year.

B. Commencing with the Sixth Year. Employees shall earn and be credited with Vacation Leave at the rate of 15 workdays (120.0 hours for those working 40.0 hours per week, or 148.5 hours for those working 49.5 hours per week) per year.

C. Commencing with the Eleventh Year. Employees shall earn and be credited with Vacation Leave at the rate of 18 workdays (144.0 hours for those working 40.0 hours per week, or 178.2 hours for those working 49.5 hours per week) per year.

D. Commencing with the Sixteenth Year. Employees shall earn and be credited with Vacation Leave at the rate of 20 workdays (160.0 hours for those working 40.0 hours per week, or 198.0 hours for those working 49.5 hours per week) per year.

E. Commencing with the Twentieth Year. Employees shall earn and be credited with Vacation Leave at the rate of 23 workdays (184.0 hours for those working 40.0 hours per week, or 227.7 hours for those working 49.5 hours per week) per year.

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 years 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 Leave 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. Holiday During Vacation. An Employee will not be charged 8.0 hours of Vacation Leave for a Holiday that occurs during his/her Vacation Leave.

5. 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.

6. Separation From Service. Upon separation from service, an Employee is entitled to receive the cash value of all accrued Vacation Leave.

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

ARTICLE XX – PAYROLL STATUS

1. Payroll Status. Any Regular Employee shall be considered to be in a Payroll Status if the Employee is employed by the City under the one of the following conditions:

A. Working Full-Time.

B. Working Part-Time.

C. Working on a restricted or limited duty basis.

D. Off work due to an injury or illness covered under Workers' Compensation.

E. Off work due to an injury or illness covered under State Disability Insurance.

F. Off work while on an approved leave of absence covered under the Family and Medical Leave Act (FMLA).

G. Off work while on an approved leave of absence covered under the California Family Rights Act (CFRA).

H. Off work while on an approved leave of absence covered under Pregnancy Disability Leave (PDL).

2. Continuation of City-Paid Insurance Premiums. The City shall continue to contribute the City's share of the health, life, and dental insurance premiums on behalf of an Employee who is receiving Workers' Comp/SDI benefits, as long as he/she is in a Payroll Status with the City or within the period provided in Chapter 10 of the Personnel Rules. An Employee is in a Payroll Status with the City, as long as he/she is using accrued Sick Leave, Vacation Leave, CTO, and/or Holiday Leave in conjunction with Workers' Comp/SDI benefits.

3. Non-Payroll Status. Any Employee who has exhausted his/her benefits under FMLA, CFRA, or PDL, and who is off work pursuant to Subsections E. through H. of this Article, and who has exhausted all paid leave balances shall be considered to be in a Non-Payroll Status. Employees who are in a Non-Payroll Status will no longer accrue paid leave, and the City will no longer contribute the City's share of health insurance premiums on the Employee's behalf.

ARTICLE XXI – SICK LEAVE

Rules regarding Sick Leave are set forth in Section 10.1 of the Personnel Rules.

ARTICLE XXII – WORKERS' COMP/SDI MEDICAL LEAVE

1. Employee Options Regarding SDI Medical Leave. There are two options available to an Employee who is otherwise eligible for SDI insurance benefits, which are as follows:

   A. Option 1: Not applying for disability insurance benefits and using accrued Sick Leave, Vacation Leave, CTO, and/or Holiday Leave.

   B. Option 2: Applying for disability insurance benefits and integrating accrued paid leaves with the SDI benefits. Such accrued paid leaves shall include Sick Leave, Vacation Leave, CTO, and/or Holiday Leave, unless the Employee provides written notice to the City to limit the integration to only accrued Sick Leave with SDI benefits. If Option 2 is elected, the Employee shall stipulate on the application for SDI benefits whether the Employee is integrating Sick Leave with SDI benefits.

   C. The amount of supplement for any hour of any normal Workday shall not exceed the difference between 100.0 percent of the Employee's normal gross salary rate and the "weekly benefit amount".

2. Medical Leave While on Workers' Comp/SDI. Employees who are off work on medical leave covered under Workers' Comp or SDI may supplement their insurance coverage benefits to ensure that they receive up to 100.0 percent of their normal pay.

3. How a Supplement is Treated. The Employee shall receive 100.0 percent of the Employee's gross salary rate until such time as the City is notified of the benefit paid to the Employee. The pay period following notification (normally the next pay period), the Employee will receive 100.0 percent of Employee's gross salary rate less the supplemental amount provided by Workers' Comp/SDI. Upon deduction of the amount equal to the supplemental amount from the Employee's gross pay, the Employee's Sick Leave, Vacation Leave, CTO, and/or Holiday Leave shall be credited to the Employee's appropriate benefit accounts in an amount equal to the Employee's hourly Pay Rate.

4. Paid Leave Accrual. An Employee shall earn Sick Leave and Vacation Leave benefits during any full bi-weekly pay period in which the Employee receives Workers' Comp/SDI benefits and is on Payroll Status. Furthermore, an Employee shall receive service credit for seniority and merit step increases during such a period, as long as the Employee is in a Payroll Status with the City, as provided in Article XX.

5. Leave of Absence While on SDI. An Employee who is receiving SDI benefits while absent from work, but who is in a Non-Payroll Status with the City is entitled to a leave of absence under Section 10.2 of the Personnel Rules subject to the requirements of that Section.

ARTICLE XXIII – FAMILY OR MEDICAL LEAVE

Rules regarding Family or Medical Leave are set forth in Section 10.2 of the Personnel Rules.

ARTICLE XXIV – PREGNANCY DISABILITY LEAVE

Rules regarding Pregnancy Disability Leave are set forth in Section 10.3 of the Personnel Rules.

ARTICLE XXV – LEAVE OF ABSENCE DUE TO INJURY INCURRED WHILE ON DUTY

1. The City shall comply with applicable federal and state laws governing work-related injuries, leaves, and compensation.

2. Employees shall bring health and/or safety problems in the workplace to the attention of their supervisor as soon as possible.

3. The City shall coordinate accrued Sick Leave with Workers' Comp benefits.

4. Employees who have exhausted their Sick Leave balances may use accrued Vacation Leave, CTO, and/or Holiday Leave consistent with the provisions of Personnel Rules Subsection 10.3.1. Upon expiration of all paid leave time, an Employee shall be entitled to receive compensation only from the City's Workers' Compensation third-party administrator.

ARTICLE XXVI – BEREAVEMENT / COMPASSIONATE LEAVE

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

ARTICLE XXVII – CATASTROPHIC LEAVE–SHARING PROGRAM

Rules regarding the Catastrophic Leave-Sharing Program are set forth in Administrative Directive – AD 10.

ARTICLE XXVIII – JURY DUTY

Rules regarding Jury Duty are set forth in Section 10.6 of the Personnel Rules.

ARTICLE XXIX – MILITARY LEAVE

Rules regarding Military Leave are set forth in Section 10.7 of the Personnel Rules.

ARTICLE XXX – AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY

Rules regarding Authorized Leave of Absence are set forth in Section 10.8 of the Personnel Rules.

ARTICLE XXXI – UNAUTHORIZED LEAVE OF ABSENCE

Rules regarding Unauthorized Leave of Absence are set forth in Section 10.9 of the Personnel Rules.

ARTICLE XXXII – PAID ADMINISTRATIVE LEAVE

Rules regarding Paid Administrative Leave are set forth in Section 10.10 of the Personnel Rules.

ARTICLE XXXIII – LEAVES IN CONJUNCTION WITH OTHER LEAVES

Rules regarding Leaves in Conjunction with Other Leaves are set forth in Section 10.11 of the Personnel Rules.

ARTICLE XXXIV – TOTAL LEAVES OF ABSENCE

Rules regarding Total Leaves of Absence are set forth in Section 10.12 of the Personnel Rules.

ARTICLE XXXV – DAYS OFF WITHOUT PAY

Rules regarding Days Off without Pay are set forth in Section 10.13 of the Personnel Rules.

ARTICLE XXXVI– MUNICIPAL HOLIDAYS

1. Recognized Holidays. The following are recognized as Holidays:

   The first day of January, New Year's Day.

   The third Monday in January, Martin Luther King's Birthday.

   The third Monday in February, President's Day.

   The last Monday in May, Memorial Day.

   The fourth day of July, Independence Day.

   The first Monday in September, Labor Day.

   The second Monday in October, Columbus Day.

   The eleventh day of November, Veteran's Day.

   The fourth Thursday in November, Thanksgiving Day.

   The fourth Friday in November, the day after Thanksgiving Day.

   The twenty-fifth day of December, Christmas Day.

   One floating Holiday shall be posted on the first pay period in July and one floating Holiday on the first pay period in January to the Holiday Leave balance.

   Any date proclaimed by the Mayor of Suisun City as a Holiday. Holidays proclaimed by the President of the United States or the Governor of the State of California shall be subject to the meet and confer process.

2. Observance. Except as provided in Section 6 of this Article when a Holiday falls on Sunday, it shall be observed on the following Monday. When a Holiday falls on Saturday, it shall be observed on the preceding Friday.

3. Holiday Time Off. Except as provided in Section 6 of this Article, an Employee will accrue 7.5 hours of Holiday Time Off when assigned to a workweek of 37.5 hours, 8.0 hours of Holiday Time Off when assigned to a workweek of 40.0 hours, or 9.9 hours of Holiday Time Off when assigned to a workweek of 49.5 hours for each observed holiday. An Employee may use Vacation Leave, CTO, or work additional time (on an hour-for-hour basis) during the work period to make up the difference between their scheduled time and their accrued Holiday Time Off.

4. Holiday Time Off Usage. Holiday Time Off may be used as follows:

A. When a Holiday falls on a day when an Employee is scheduled to work and an Employee works that day for a period of time equal to at least the number of hours of Holiday Time Off afforded to that Employee, the Employee shall be paid for the hours worked on a hour-for-hour basis and the Employee shall have an amount equal to the number of Holiday Time Off hours credited to his/her Holiday Leave balance.

B. When a Holiday falls on a day when an Employee is not scheduled to work and the Employee does not work that day, the Employee shall have an amount equal to the number of Holiday Time Off hours credited to his/her Holiday Leave balance.

C. When a Holiday falls on a day when an Employee is scheduled to work and the Employee does not work, the Employee shall be compensated as if he/she had worked that day consistent with Section 3 of this Article.

5. Holiday Leave Balance. Except as provided in Section 6 of this Article, Holiday Leave shall be 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 Leave, a maximum of 100 hours is allowed to accrue in that balance. Employees may not cash out Holiday Leave except upon leaving City service or in the case of an emergency with City Manager approval. 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.

6. Employees Working Shifts at SCPD. Employees in the job classes working 24 hours per day seven days per week in the Suisun City Police Department (currently: Senior Records & Communications Technician and Records & Communications Technician I/II) shall accrue Holiday Leave in lieu of taking Holidays off. Holiday Leave shall be accrued by adding 4.0 hours per pay period to the Holiday Leave account. All of the provisions of Section 5 of this Article apply to these Employees, except that the maximum Holiday Leave balance for these Employees shall be 200 hours.

ARTICLE XXXVII – REIMBURSEMENT FOR EDUCATION OR TRAINING

1. Approval. On the recommendation of a Department Head and the approval of the City Manager, any Employee may embark on an approved course of education 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. If the Employee's Department Head will not recommend reimbursement for a course of study, the Employee may appeal to the City Manager or designee.

2. Reimbursement. Reimbursement shall be at a rate of 50 percent (50%) of the cost per unit at Solano Community College, which shall not exceed $1,000 per Employee per year. If an Employee leaves City service within two years of receiving education reimbursement, the Employee must reimburse the City an amount equal to half of the total education reimbursement paid by the City. Upon successful completion of the coursework, the Employee shall submit to the Department Head copies of dated receipts showing education costs (tuition, books, materials, mileage), as well as transcripts, grades or certificates showing successful course completion.

ARTICLE XXXVIII – PROBATIONARY PERIOD

Rules regarding Probationary Period are set forth in Section 7.5 of the Personnel Rules. These rules are amended to include the following provision:

> At the discretion of their supervisor, Department Head, and City Manager, Probationary Employees may receive a performance evaluation and release from probationary status after six months, if the Employee's performance exceeds "Meets Standard".

ARTICLE XXXIX – PERFORMANCE EVALUATIONS

Annual Performance Evaluation. Every Regular Employee in the Classified Service shall receive a performance evaluation by his/her immediate supervisor at least annually. The annual review will normally occur within 30 days of the Employee's Anniversary Date, unless an alternate schedule is approved by the City Manager.

1. Purpose. The purpose of the Annual Performance Evaluation is to promote the successful performance of all City Employees through a process that provides feedback on past performance and directs future performance by identifying performance goals and objectives.
2. Procedure. The Assistant City Manager shall approve the format for performance evaluations, which may vary by department, Position, or Employee's responsibilities. The Employee's Department Head or designee will provide a written evaluation of the Employee's performance in a variety of skill or performance areas.
3. Merit Increases. In order to advance to a higher step in the salary range, the evaluation must demonstrate that the advancement is merited on the basis of job performance. Performance ratings shall guide supervisors and Department Heads in determining whether merit advancements have been earned and should be recommended to the City Manager. Department Heads shall have the authority and responsibility to withhold or delay merit advancements if such advancement is not merited.

ARTICLE XL – GRIEVANCE PROCEDURE

Rules regarding the Grievance Procedure are set forth in Chapter 11 of the Personnel Rules.

ARTICLE XLI – DISCIPLINARY ACTION

Rules regarding the Disciplinary Action are set forth in Chapter 12 of the Personnel Rules. Section 12.8.2 of these Rules is hereby replaced with the following:

The Hearing Officer may be an arbitrator, a neutral third party, or a mediator. The Hearing Officer shall conduct an advisory review of the facts and issue a written opinion in the matter that is provided to all parties. The selection of an arbitrator, neutral third party, or mediator shall be by mutual agreement of the parties. All direct costs involved with having an arbitrator, neutral third party, or mediator review the matter will be borne equally by the parties involved. However, in the event the disciplinary action is completely reversed, the City shall reimburse the SCEA for its share of the cost of the arbitrator, third party, or mediator.

In the event the parties are unable to agree on an impartial arbitrator, mediator, or third party, the parties will make a joint request for a list of five impartial mediators or arbitrators from the State Mediation and Conciliation Service. When such list is received, the parties shall meet within seven calendar days to select the mediator or arbitrator as follows: the parties shall alternately strike the name of one mediator or arbitrator from the list until the name of one remains. That person shall serve as the mediator or arbitrator. The Party to strike the first name shall be determined by a toss of a coin.

The City Manager will review the opinion and either:

A. Accept the Recommendation. In the event that the City Manager accepts the recommendation, that decision will be final and not subject to further appeal.

B. Refer the Matter to the City Council. In the event that the City Manager rejects the recommendation, the matter shall be referred to the City Council. The Council shall conduct a closed session pursuant to Subsection 12.8.3.

ARTICLE XLII – CONTRACTING OUT

In the event that the City decides to outsource work to a private contractor that would result in the displacement of current represented Employees, the City shall include a request in the Request for Proposal (hereinafter "RFP") that prospective contractors include a proposal to hire said Employees in their response to the RFP.

ARTICLE XLIII – EMPLOYEE ASSISTANCE PROGRAM

The City will continue to provide an Employee Assistance Program (EAP). The program will include at a minimum but not limited to, five personal counseling sessions, counselors located within a reasonable commute distance, substance abuse counseling, availability of emergency visits, and workplace crisis response. Employees will be provided with a brochure outlining the benefits of the program.

ARTICLE XLIV – IDENTIFICATION CARDS

The City shall continue to issue a City photo identification card to all represented Employees. The identification card shall include, at a minimum, the following information: City logo, City of Suisun City, Employee's photo, Employee's name, department, job title, date of issue, signature of the City Manager or designee.

ARTICLE XLV – LAYOFF AND REEMPLOYMENT

Rules regarding Layoff and Reemployment are set forth in Section 13.2 of the Personnel Rules.

ARTICLE XLVI – TEMPORARY MEASURES

1. Temporary Measures. In July of 2012, the Parties agree that due to economic conditions, as well as actions by the State of California, that the City was forced to seek concessions from its Employees. The Parties recognized that the City could balance its budget by laying off Employees, but the Parties agree that it was preferable to rely on concessions that would ensure the Employees did not lose their jobs and that the community did not suffer a more radical reduction in service delivery. The Parties 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 improved. The Pay Cuts and suspension of COLAs have been discontinued due to improved economic conditions, and the Parties hereby declare that it is their mutual intention that the remaining concessions be temporary and that they be unwound as soon as they can possibly be removed without fiscal harm to the City.

2. 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. Selectively Fill Vacant Positions. The highest priority is the selective filling of some or all of the positions that are being held vacant.

   B. Relax Cash-Out Restrictions. In order to ensure that the agreed-upon concessions 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 2.A. above, the Parties will meet and confer about relaxing the restrictions set forth in Section 7 of Article XVII and Section 5 of Article XXXVI as funding becomes available.

ARTICLE XLVII – GENERAL PROVISIONS

1. Severability. If any provision of this Agreement should be held invalid or restrained by operation of law or by any court of competent jurisdiction, the remainder of this Agreement shall not be affected.

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 otherwise provided in this Article, 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. The Parties will meet and confer on the scheduling of Employees in the Suisun City Police Department including meal breaks and Standby Pay, and they will memorialize their agreement in a side letter.

4. Reopener. Upon the written request of the City Manager, the Parties agree to reopen negotiations during the term of this Agreement for any one of the following situations:

A. 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 XLVI 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 SCEA.

D. Investigate options for ensuring that Public Works On-Call services are properly staffed, and enter into a side letter once a solution is found.

5. Savings Clause. In the event that the implementation of any article, section or subsection 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 Association shall, if possible, meet and confer for the purpose of endeavoring to agree on a replacement for such article, section or subsection.

6. No Strike/Lockout. The SCEA 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. This Agree shall expire on December 31, 2017. Except as provided Section 4 of this Article, meet-and-confer negotiations for a successor agreement shall commence no earlier than July 15, 2017. 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, negotiations 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 within the limitations of the City's ability to pay.

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.

9. Effective Date. The effective date of this Agreement shall be January 1, 2016.

CITY OF SUISUN CITY

2-17-16

Suzanne Bragdon, City Manager Date

17FEB16

Ronald C. Anderson, Jr., Chief Negotiator Date

1/26/2016

Timothy J. McSorley Date

1/26/16

Scott Corey Date

SUISUN CITY EMPLOYEES' ASSOCIATION

01/26/2016

Amber Kent, SCEA President Date

2-17-16

Stephen Cutty, Chief Negotiator Date

1/26/16

Anita Skinner Date

1/27/16

Jeramy Samo Date

Timothy Gonzales, Area Director, SEIU Date

John Stead-Mendez, Exec Director, SEIU Date

EXHIBIT A: Administrative Directive AD 7 – Personnel Rules & Regulations

CITY OF SUISUN CITY

ADMINISTRATIVE DIRECTIVE - AD 7
PERSONNEL RULES AND REGULATIONS

Adopted: July 16, 1996
Amended: February 19, 2002
Amended: June 7, 2011
Distribution: All Departments

Suzanne Bragdon, City Manager

CITY OF SUISUN CITY
PERSONNEL RULES AND REGULATIONS

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CITY OF SUISUN CITY
PERSONNEL RULES AND REGULATIONS
(Revised in their entirety pursuant to City Council Resolution No. 2011-52)

1.0 ADMINISTRATION

The personnel system of the City of Suisun City has been established to provide an equitable and uniform procedure for dealing with personnel matters, to attract to municipal service the best and most competent persons available, to assure that appointments and promotions of employees will be based on merit and fitness, and to provide a reasonable degree of security for qualified employees. It is also designed to apply the talents, skills and experience of City Employees in a manner which would best serve the citizens of Suisun City. The City Manager is the administrative head of the government of the City under the direction and control of the City Council, and has final responsibility for all personnel actions, except those reserved to the City Council. Each Department Head exercises direct line authority for the implementation of these Rules within his/her department. Each Employee has the responsibility to perform his or her duties to the best of his/her ability and to comply with these Rules. The City Manager is the Personnel Officer and may delegate any of the powers and duties conferred upon him/her as Personnel Officer as set forth in Chapter 2.40 of the Suisun City Code.

1.1 Purpose and Use of these Rules. The purpose of these Rules is to establish consistent rules and regulations governing the personnel system as required by Chapter 2.40 of the Suisun City Code in order to best serve the goals established by the system as indicated above. The City declares as its intent that these Rules shall be used as a general guide and that they be considered as a complete set of working regulations rather than a set of isolated, unrelated sections. The provisions of these Rules are designed to be read in conjunction with not only the Suisun City Code, but also any Memorandum of Understanding adopted by resolution of the City Council governing Positions or Classes also governed by these Rules. Where conflicts arise between these Rules and such authorized Memorandum of Understanding, the provisions of the Memorandum of Understanding will have supremacy and shall control.

1.2 Personnel Policy. Employment by the City of Suisun City shall be based on merit and fitness without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, political affiliation, pregnancy, or military service. Tenure of Employees covered by these Rules shall be subject to satisfactory work performance, necessity for the performance of work and the availability of funds. The City is an equal opportunity employer and shall comply with all laws prohibiting discrimination in employment and employment practices.

1.3 Employee Responsibility. In accepting employment with the City of Suisun City, each Employee agrees to be governed by and to comply with these Rules as they pertain to the Position held, any additional administrative procedures as may be established by the City Manager, any Memorandum of Understanding that pertains to the Position held, and any departmental rules, regulations and/or procedures specific to each department. Violation of these City policies is grounds for Rejection, Suspension, Demotion, Dismissal or other disciplinary action appropriate under the circumstances.

1.4 Exceptions. Except as provided in Chapter 15 of these Rules, these Rules shall apply to all offices, Positions and employment in the City Service except:

1.4.1 Elective offices.

1.4.2 Positions on appointive boards, commissions and committees.

1.4.3 Persons under contract to supply expert, professional, technical or other services, including the City Attorney and all persons within the City Attorney's Office.

1.4.4 Volunteer personnel who receive no regular compensation from the City.

1.4.5 Emergency Employees who are hired to meet the immediate requirement for an emergency condition, such as extraordinary fire, flood or earthquake that threatens life or property.

1.4.6 Employees who are employed less than half-time, which is defined as Employees who are expected to or do work fewer than one thousand forty hours in any one fiscal year.

1.4.7 Except as listed elsewhere in this Subsection, all Employees who are not employed in regular Positions.

1.4.8 Classes of employment for which these Rules establish exclusions from a provision or provisions.

1.4.9 City Manager, Executive Director of the Redevelopment Agency, other appointed officials, Assistant City Manager, and Department Heads.

1.5 Amendments to Rules. Amendments and/or revisions to these Rules may be proposed to the City Council by the Personnel Officer or any other affected party as provided in the Chapter 2.40 of the Suisun City Code. An amendment or revision becomes effective upon adoption by the City Council. When a reference is made to a portion of these Rules, or to an ordinance of the City, the reference applies to each amendment and addition which may be made to it.

1.6 Service of Notices. When these Rules require a notice to be given, unless a different provision is specifically made for giving notice, the notice may be given by a personal delivery or by deposit in the United States mail in a sealed envelope with postage prepaid, addressed to the person at his/her last known business or residence address, as the address appears in the public records of the City. Service and notice by mail is deemed to be complete when the notice is deposited in the U.S. Mail.

1.7 Document Formatting. This document is organized as follows:

1.7.1 Chapters. The highest level of summarization that is divided into Sections.

1.7.2 Sections. The next highest level of summarization that is divided into Subsections.

1.7.3 Subsections. The next highest level of summarization that is divided into Paragraphs.

1.7.4 Paragraphs. The lowest level of summarization.

1.8 Severability. The City declares that it is its intention that each Chapter, Section, Subsection, Paragraph, sentence, clause, and phrase of these Rules is severable, and if a phrase, clause, sentence, Paragraph, Subsection, Section, or Chapter of these Rules is declared unconstitutional, the unconstitutionality does not affect the remaining phrases, clauses, sentences, Paragraphs, Subsections, Sections, and Chapters.

1.9 Personnel Records and Access. The Personnel Officer shall maintain such records as are necessary for proper administration of the personnel system, including individual personnel files and a record of current Vacation Leave, Sick Leave, Holiday Leave, Executive Leave, and Compensatory Time Off accruals and other relevant information. Once every Appointment, Transfer, Promotion, Demotion, change in salary, disciplinary action, and temporary or permanent change in status of Employees has been properly processed pursuant to these Rules, the Department Head shall ensure that such actions have been reported in writing promptly to the Personnel Officer.

1.9.1 Employee Access to Own Personnel Record. Non-Sworn Employees may review their own personnel file at reasonable times and intervals by making an appointment with the Personnel Officer. They shall be allowed to review and to receive a full and complete copy of all non-confidential information as it is placed in the file. An Employee may file a written rebuttal with the Personnel Officer to any items placed within the file with which the Employee is in disagreement. Such rebuttal shall be placed in the Employee's personnel file. Confidential information shall include but not be limited to: (1) records relating to the investigation of a possible criminal offense; (2) letters of reference; (3) ratings, reports or records obtained prior to the Employee's City employment or obtained in connection with a Promotional Examination.

1.9.2 Employee Access to Own Records after Leaving Service. An Employee may review his/her personnel file after leaving City employment by making an appointment with the Personnel Officer. Any costs incurred for copies of documents contained in the file shall be paid by the former Employee at the rate established in the Master Fee Schedule. The Employee has the right to review any background investigation, with the exception of the actual statements provided to the department as part of the background from the Employee's references. The limitation on inspection, as well as copying rights provided in Subsection 1.9.1 continue to apply.

1.9.3 Confidentiality of Personnel Records. Except for name, current Class, current department, Service Dates, and salary range, the personnel records of each Employee are confidential. Personnel records shall be made available only to the Employee or his/her designee, the Personnel Officer or his/her designee, the Employee's Department Head or his/her designee for an official purpose, or to the City Council (if requested by action of the entire City Council) or if the City Council is functioning as an appeal board for a grievance filed by the Employee or for a disciplinary action affecting the Employee. Any other release of information can only be given with the Employee's written approval or if required by legal process.

2.0 DEFINITIONS

Except as provided in this Chapter, all words or terms used in these Rules shall be defined as they are normally and generally defined in the field of human resources administration. The present tense includes the past and future tenses. The future tense includes the present tense. The masculine gender includes the feminine. Singular number includes the plural and the plural number includes the singular. "Shall" is mandatory and "May" is permissive. For the purpose of convenience, the words and terms most commonly used are defined as below:

2.1 "Advancement": A salary increase within the limits of a Pay Range established for a Class.

2.2 "Alternative Work Schedule": As provided in provided in Section 8.2 of these Rules, an individual employment agreement or in a Memorandum of Understanding with a Recognized Employee Organization, any work schedule other than 8.0 hours per Workday, Monday through Friday. Alternative Work Schedules often require additional work rules to ensure their conformance with the Fair Labor Standards Act. Such work rules may be found in Administrative Directives, Memorandums of Understanding with Recognized Employee Organizations or side letters with Recognized Employee Organizations.

2.3 "Anniversary Date": The date on which an Employee shall be evaluated by his/her supervisor to assess ongoing job performance. The anniversary date is the date of successful completion of probation (no sooner than twelve months from date of hire) and annually thereafter, except that for all Employees who had passed their Probationary Period on or before July 1, 1996, the Anniversary Date will be July 1. The Anniversary Date may change upon Promotion, reappointment or any change of status that would result in a new Probationary Period.

2.4 "Applicant": A person who has filed an application for a Position.

2.5 "Appointing Authority": The City Manager shall have the power to appoint, discipline, demote, or remove all members of the City Service, except officials elected by the voters (the City Council, City Clerk, City Treasurer), and those members of the City Service appointed by the Mayor and City Council (including the City Manager, City Attorney, and members of boards and commissions). The City Manager may designate the Assistant City Manager, Department Heads or other Management Employees to be an Appointing Authority related to their subordinate Employees.

2.6 "Appointment": The selection of a person to occupy a City Position.

2.7 "Candidate": Persons who have been selected to participate in the Examination process, including those whose names have been placed on an Eligibility or Employment List.

2.8 "City": The City of Suisun City.

2.9 "City Manager Pro Tempore": As provided in Section 2.08.060 of the Suisun City Code, the City Manager has designated the Assistant City Manager as the City Manager Pro Tempore, and the City Council approved that designation with its adoption of Resolution No. 2006-20.

2.10 "City Service": All persons in the service of the City which includes elected offices, appointed offices/positions, Executive Management, permanent employees, Part-Time Employees, Temporary Employees, seasonal employees, Emergency Employees, and Volunteer Employees.

2.11 "Class" or "Classification": A group of Positions sufficiently similar in the duties performed, authority and responsibility, to permit grouping under the same title, the same Examination process, the same compensation, and the same basic minimum qualifications.

2.12 "Classified Service": All Employees appointed to Positions that are allocated to a Class listed in the City's Classification Plan.

2.13 "Compensatory Time Off" or "CTO": Compensatory time off is paid time off provided to Non-Exempt Employees in lieu of paid Overtime as is more fully described in Section 8.3 of these Rules.

2.14 "Competitive Service": All Employees serving in Classes which, upon successful completion of the Probationary Period, are granted a property interest in their Positions. Such Employees may be terminated only with just cause, but they may be subject to Layoff without any just cause being required.

2.15 "Day": Calendar day.

2.16 "Demotion": The movement of an Employee from one Class to another Class having a lower maximum rate of pay.

2.17 "Department Head": The head of an established office or department, having administrative responsibility for such department or office.

2.18 "Dismissal" or "Discharge": Termination from City employment for just cause.

2.19 "Eligible": A person whose name is on an Employment List established by competitive Examination.

2.20 "Eligibility" or "Employment List": A list of the names of persons who may be considered for employment with the City under specific conditions and as a result of suitable Examination.

2.21 "Employee": A person legally serving the City including but not limited to the following:

2.21.1 "Regular Employee": A Regular Employee is a full-time Employee or an Employee who is working the Alternative Work Schedule provided in Subsection 8.2.2 of these Rules, who has been selected, appointed and successfully completed probation accordance with these Rules. A Regular Employee may only be dismissed or disciplined for just cause.

2.21.2 "Probationary Employee": An Employee working a test period during which he/she is required to demonstrate the ability to perform the duties of the Position to which he/she has been appointed. Probationary Employees, with the exception of promotional assignments, serve "at-will" and may be terminated at any time during the Probationary Period with or without just cause and with or without notice and without any right of due process appeal.

2.21.3 "At-Will Employees": Includes Executive Management, Provisional Appointments, Temporary Employees, Part-Time Employees, Emergency Employees, and Volunteer Employees. Except for Probationary Employees who are on probation due to a promotional Appointment, all Probationary Employees who have not yet successfully completed their Probationary Period are also At-Will Employees. Elected officers serve at the will of the voters. Members appointed to boards, commissions and committees serve at the will of those who have appointed them. At-Will Employees may be terminated at any time with or without just cause and with or without notice and without any right of due process appeal.

2.21.4 "Part-Time Employee": A person employed by the City for specifically designated hours less than full-time. All Part-Time Employees, who are not Regular Employees, serve "at-will" and may be terminated at any time with or without just cause and with or without notice and without the any right of due process appeal.

2.21.5 "Temporary Employee": A person appointed to a temporary or seasonal Position or temporarily appointed to underfill a Position vacated by a Regular Employee. Examples of Temporary Employees are: seasonal assignments, grant-funded Positions, special projects, or temporarily filling a Position recently vacated or in place of an Employee on a leave of absence. Such Appointments may either be to an authorized Position budgeted or established for a designated period of time, or to an authorized Position budgeted on an hourly, daily, weekly, or seasonal basis. Except as may be provided in Chapter 15 of these Rules, Temporary Employees are excluded from these Rules. A Temporary Employee serves "at-will" and may be terminated at any time with or without just cause or notice and without the any right of due process appeal.

2.21.6 "Emergency Employee": A person employed by the City for a temporary period of time to meet emergencies and in a Position not specifically authorized or funded in the budget. Except as may be provided in Chapter 15 of these Rules, Emergency Employees are excluded from these Rules. An Emergency Employee serves "at-will" and may be terminated at any time with or without just cause or notice and without the any right of due process appeal.

2.21.7 "Volunteer Employee": A person who does not receive regular compensation from the City. Volunteer Employees serve "at-will" and may be terminated at any time with or without just cause and with or without notice and without any right of due process appeal unless otherwise expressly designated or provided by the City Manager or his/her designee.

2.22 "Examination": The process of testing, evaluating or investigating the fitness and qualifications of Applicants and Employees, which may include but is not limited to the following:

2.22.1 "Competitive Examination": One or more selection procedures used to assess the relative qualifications of a group of Applicants or Candidates.

2.22.2 "Promotional Examination": An Examination for a particular Class that is only available to current Employees either regular or probationary who meet the qualifications for the Class

2.22.3 "Continuous Examination": An open, competitive Examination which is administered periodically and from which names are placed on an Employment List in order of final scores and maintained for not more than one year.

2.22.4 "Non-Competitive Qualifying Examination": An Examination to determine an Employee's fitness to be advanced to the next higher level of a Flexibly Staffed Class Series.

2.22.5 "Medical or Psychological Examination": An Examination performed by an individual licensed to practice in the State of California to determine an Employee's medical or psychological fitness to serve the City consistent with the requirements of the Position/Class.

2.23 "Executive Management": This group includes all Employees in those Classes that are designated as Executive Management in the Salary Resolution. This group also includes the Class of Police Chief. Except as may be provided in an individual employment contract, or in the Public Safety Officer Procedural Bill of Rights (California Government Code Section 3300 *et seq.*), or the Firefighter Procedural Bill of Rights Act (California Government Code Section 3250 *et seq.*), Executive Management Employees serve "at-will" and may be terminated at any time with or without just cause and with or without notice and without the any right of due process appeal.

2.24 "Exempt": Employees who are so designated in the Salary Resolution as being exempt from the Overtime rules of the Fair Labor Standards Act and who are not eligible to receive additional payment or compensating time off when working more than 40 hours per week.

2.25 "Flexibly Staffed Class Series": A Class series in which advancement to the next higher level is accomplished through a combination of time in grade and a Non-Competitive Qualifying Examination. A Flexibly Staffed Class Series must be so designated in the Salary Resolution.

2.26 "Grievance": Any dispute concerning the interpretation or application of these Rules, or City policies governing personnel practices or working conditions, or the practical consequences of a City rights decision on wages, hours, or other terms and conditions of employment. A Grievance does not apply to complaints involving disciplinary actions, which shall be dealt with under Chapter 12 of these Rules.

2.27 "Immediate Family": For the purposes of implementing the leave policies in these Rules, the Immediate Family of an Employee includes the Employee's spouse or registered domestic partner, and any of the following relatives of the Employee or the Employee's spouse/partner: children, parents, brothers, sisters, grandparents, grandchildren, and persons for whom the Employee or spouse/partner is the legal guardian.

2.28 "Layoff": The separation from the City workforce of a Regular Employee due to a lack of work, lack of funds, elimination of Positions by the City Council due to lack of funds/work, organizational change or other non-disciplinary reasons.

2.29 "Management Employees": All Employees in Positions with Classes allocated to the Executive Management group and the Professional/Technical group.

2.30 "Non-Exempt": All Employees who are not designated Exempt in the Salary Resolution shall be considered Non-Exempt. Non-Exempt Employees are eligible to receive payment or compensating time off for working more than 40 hours per week.

2.31 "Pay Range": One or more specific Pay Rates having a percentage relationship to one another, assigned to a Class and constituting the compensation for that Class, as shown in the Salary Resolution of the City.

2.32 "Pay Rate": A specific dollar amount, expressed as either an annual rate, a monthly rate, a semi-monthly rate, a bi-weekly rate, or an hourly rate, as shown in the Salary Resolution of the City.

2.33 "Personnel Officer": Pursuant to Suisun City Code Section 2.40.030 and Section 1.0 of these Rules, the City Manager hereby designates the Assistant City Manager to serve as the Personnel Officer. Except for Section 1.0 of these Rules, all other references in these Rules to the Personnel Officer shall mean the Assistant City Manager.

2.34 "Personnel Ordinance": Chapter 2.40 of the Suisun City Code.

2.35 "Position": The authority granted to the Appointing Authority by the City Council through the adoption or amendment of the Annual Budget to hire an Employee in an assigned Class on a full-time, part-time, seasonal, or temporary basis.

2.35.1 "Regular Position": A Position that includes benefits such as paid leaves, retirement, health insurance, etc. A Regular Position may be established in the Annual Budget, as amended, on a full-time or part-time basis.

2.35.2 "Full-Time Position": A Position that may be established in the Annual Budget, as amended, with a regular work schedule of 40.0 hours per workweek. A Full-Time Position may be a Regular Position or a Temporary Position.

2.35.3 "Part-Time Position": A Position that may be established in the Annual Budget, as amended, with a regular work schedule of fewer than 40.0 hours per workweek. A Part-Time Position may be a Regular Position or a Temporary Position.

2.35.4 "Seasonal Position": A Position that may be established in the Annual Budget, as amended, with a regular work schedule of up to 40.0 hours per workweek that is authorized on a seasonal basis. A Seasonal Position would be a Temporary Position.

2.35.5 "Temporary Position": A Position that may be established in the Annual Budget, as amended, with a regular work schedule of up to 40.0 hours per workweek that is authorized on a temporary basis. A Temporary Position does not receive benefits such as paid leave, and health insurance, however after serving for 1,000 hours, a Temporary Position shall receive retirement coverage.

2.36 "Probationary Period": A working test period during which a member of the Competitive Service is required to demonstrate fitness for the duties of the Position to which he or she is appointed by actual performance of those duties.

2.37 "Professional/Technical". This group includes all Employees in management Classes that are not part of the Executive Management group, and that are designated Professional/Technical in the Salary Resolution. This group also includes the Class of Police Commander.

2.38 "Promotion": A change in employment status to a Position in a higher Class with a higher maximum Pay Rate.

2.39 "Provisional Appointment". An Appointment of a person who possesses the minimum qualifications established for a particular Class and who has been temporarily appointed to a Position in that Class in the absence of an available Eligible List.

2.40 "Reclassification": The reassignment of an individual Position by raising it to a higher, reducing it to a lower, or moving it to another Class of the same level on the basis of significant changes identified in the kind or complexity of duties and responsibilities in such a Position.

2.41 "Recognized Employee Organization": Any employee organization which has been acknowledged formally by the City as an employee organization that represents City employees pursuant to the Meyers-Milias-Brown Act (California Government Code Section 3500 *et seq.*) and the Employer-Employee Relations Resolution No. 74-33.

2.42 "Reinstatement": The probationary Appointment, without Examination, of a former Regular Employee separated from City employment in good standing not more than one year previously.

2.43 "Rejection": The separation of an Employee from City Service during his/her Probationary Period.

2.44 "Rules": The Personnel Rules and Regulations adopted by resolution of the City Council, as may be amended by Council resolution.

2.45 "Service Date": The first date of active employment with the City. This date never changes and it is used in determining service credit.

2.46 "Suspension": An involuntary absence from duty without pay imposed for disciplinary purposes.

2.47 "Sworn Position": Includes all City Classes that would be designated as a "public safety officer" under the Public Safety Officer Procedural Bill of Rights Act (California Government Code Section 3300 *et seq.*) or as a "firefighter" under the Firefighter Procedural Bill of Rights Act (California Government Code Section 3250 *et seq.*), including but not limited to the following: Police Chief, Fire Chief, Police Commander, Police Sergeant, Fire Captain-Station Officer, and Police Officer.

2.48 "Transfer": The change of an Employee from one Position to another Position. Transfers may take place between Positions in the same Class within a department or between departments; or between Positions allocated to different Classes in the same Pay Range within a department or between departments.

2.49 "Workday": An Employee's scheduled hours of employment during a 24-hour period as determined administratively without regard to the calendar day.

3. CLASSIFICATION PLAN

The Classification Plan is designed to avoid the creation of a rigid bureaucracy and inflexible job categories. The activities of different departments are increasingly interdependent and interrelated with the activities of other City departments. To best serve the public, Employees of the City are expected to work in teams, to flexibly respond to the public's needs and to use their talents, skills and experience where needed to serve the public.

The Personnel Officer shall compile the Classes to which Positions may be allocated. The collection of Classes shall be known as the Classification Plan. The Classification Plan provides a complete inventory of all Classes in the Classified Service. The primary purpose of the Plan is to establish broad Classifications that will be tied to the Compensation Plan in these Rules. Employees in the Competitive Service shall be governed by these Rules. "At-Will" Employees shall serve at the pleasure of the City Manager and they shall neither be subject to nor benefit from these Rules, except as provided in Chapter 15 of these Rules.

3.1 Class Specifications. The specifications for each Class shall be a written record providing the title and definition of the Class, a description of the general duties to be performed and the qualifications necessary for consideration for Appointment. A Class specification may include other pertinent information as deemed necessary by the Personnel Officer.

3.1.1 Official Copy. The Classification Plan shall be adopted and may be amended from time to time by resolution of the City Council. The Personnel Officer shall maintain the official copy of the Classification Plan that shall be open to public inspection. A copy of the specifications appropriate to that department shall be furnished to each Department Head. The Personnel Officer shall notify the appropriate Department Head(s) of any changes in the plan.

3.2 At-Will Positions. In order that the Classification Plan may properly describe all Classes in the Classified Service, the Personnel Officer may include specifications for Classes designated as At-Will Employees.

3.3 Allocating Positions to Classes. Each Position in the Classified Service shall be allocated to one of the Classes in the Classification Plan. More than one Position may be allocated to the same Class if the Positions are similar in duty, have the same minimum qualifications and can be equitably compensated at the same rate.

3.4 Plan Preparation and Maintenance. Class specifications shall be prepared by the Personnel Officer, subject to the approval of the City Manager. It shall be the responsibility of the Personnel Officer to recommend the establishment of new Classes or the revision of existing Classes. No Position allocated to a new Class shall be filled until such new Class and assigned salary range have been approved by resolution of the City Council. The Personnel Officer may initiate and conduct studies of any Position in the Classified Service to determine whether such Position is properly classified. A Department Head, upon submission of the following information to the Personnel Officer, may request that a new Classification be created:

3.4.1 A full description of the duties, functions and responsibilities of the Position.

3.4.2 Suggested qualifications.

3.4.3 A suggested title.

3.4.4 A statement, where pertinent, regarding the effect the creation of the new Class would have on existing Classes and its relationship to other similar Classes.

3.4.5 Such other information as may be necessary to determine the need for the new Class.

3.5 Reclassifications. When a Department Head believes that a Position is not properly classified or when a significant change has been made in the duties, functions and responsibilities of a Position, the Department Head may recommend to the Personnel Officer that a Classification study be performed on the Position(s) involved. If an Employee believes that his/her Position is not properly classified, the Employee may make a written request to the Personnel Officer that a Classification study be performed on the Position. In response to such request, the Personnel Officer shall determine whether a Classification study should be done.

3.5.1 The Personnel Officer shall recommend to the City Manager the Reclassification of any Position(s) determined to be improperly classified. Upon the City Manager's approval of such a Reclassification, the Position(s) shall be reallocated to the proper Class.

3.5.2 When an amendment of an existing Class is approved, an incumbent of a Position allocated to that Class shall be subject to the following procedures, except in the event of a general Reclassification in which case the incumbent shall be reclassified at the new Pay Range with no change in status:

3.5.2.1 If the new Class has a lower Pay Range designation, the Employee shall be given the opportunity to make a choice of:

a. Reassignment to another Position (if available) for which he or she possesses the current qualifications; or

b. Accept status in the reclassified Position providing he or she possesses the current qualifications for that Position.

3.5.2.2 If the new Class has the same Pay Range designation, the Employee shall be assigned to the new Class, providing that he or she possess the current qualifications for that Position.

3.5.2.3 If the new Class has a higher Pay Range designation and the Employee has regular status and possesses the current qualifications for the new Class, he or she shall be granted probationary status consistent with Chapter 7 of these Rules.

4. COMPENSATION PLAN

The Personnel Officer shall prepare a pay plan covering all Classes of Positions in the Classified Service. The pay plan shall be adopted as the Salary Resolution, which may be amended from time to time by resolution of the City Council. Said amendments shall include, if any, those Pay Ranges approved by the City Council through agreement with a Recognized Employee Organization, or as may be approved by the City Council upon recommendation by the City Manager for permanent or temporary Classes not represented by a Recognized Employee Organization.

4.1 Preparation and Maintenance of the Plan. The Compensation Plan shall include the schedule of Pay Ranges consisting of minimum and maximum Pay Rates for all Classes in Classified Service, as well as intermediate steps for all Classes in the City Service. The Personnel Officer may from time to time make comparative studies of factors affecting the level of salary ranges and recommend to the City Council such change in salary ranges as appear to be pertinent. Those factors may include:

4.1.1 Prevailing rates of pay and working conditions for comparable work in other comparable public agencies.

4.1.2 Current costs of living.

4.1.3 Complexity and responsibility of work.

4.1.4 The City's financial condition and fiscal policies.

4.1.5 Such other conditions as may be appropriate.

4.2 Emergency Personnel. All personnel hired on an emergency basis, shall be paid in accordance with rates of pay established by the Personnel Officer. Such rates may be established upon any reasonable basis, such as hourly, weekly or monthly.

4.3 Hourly Rates. Certain Positions may be paid on an hourly rate basis for actual hours worked and will be subject to Advancement within Pay Range as described in Subsection 4.4.3 of these Rules. These Pay Rates shall be established in the Temporary/Hourly Section of the Salary Resolution.

4.4 Basic Salary System. All initial employment shall be at the first step of the Pay Range, with the exception provided that the City Manager may approve an Appointment to a Position at an appropriate higher salary where it is difficult to locate qualified personnel, or when it appears that the education and previous training or experience of a proposed Employee is substantially superior to those required of the beginning level of the Class.

4.4.1 Merit Increase for Regular Employees. A Merit Increase is an Advancement within a Pay Range that is not automatic. A Merit Increase for a Regular Employee to the next available step within the Pay Range may be recommended by the Department Head upon the Employee's successful completion of probation, then annually on the Anniversary Date thereafter. If warranted by the Annual Performance Evaluation, the Merit Increase may be recommended by the Department Head and approved by the City Manager.

4.4.2 Merit Increase for Executive Management Employees. Except as may be provided in an individual employment agreement, Merit Increases for Executive Management Employees shall be granted by the City Manager (or City Council in the case of the City Manager) based on a performance evaluation.

4.4.3 Merit Increase for Temporary Employees. All Merit Increases for Temporary Employees are subject to the City Manager's inclusion of step increases in the Annual Budget. All Temporary Employees who are: (1) normally scheduled to work 30 hours or more per week, (2) who have worked a total of 2,000 hours since the previous Merit Increase (3) are working in a temporary job Class that includes job duties similar to those of permanent full-time job Class are eligible to be considered for Advancement to the next higher step in the Pay Range for that temporary job Class. All Temporary Employees shall be considered on a case-by-case basis. In order to be considered for a Merit Increase, the Employee must: (1) have an evaluation that demonstrates that the increase is warranted based on performance, (2) have completed a minimum of one year of uninterrupted service, and (3) have documentation from the Department Head that the Employee has assumed increasing responsibilities. The Merit Increase shall be subject to City Manager review and approval.

4.4.4 Promotion. When promoted, an Employee shall be placed at the step in the higher Class that is at least 3.5 percent above the Employee's current compensation level. Under unusual circumstances and upon recommendation of the Appointing Authority, the City Manager may approve Promotion to any other step in the new Pay Range. Upon Promotion, a new Anniversary Date shall be established effective with the successful completion of a minimum six-month Probationary Period from the date of Promotion.

4.4.5 Demotion. In the case of Demotion to a Class with a lower maximum Pay Range, an Employee shall be assigned to an appropriate Pay Rate in the new Class as recommended by the Appointing Authority and approved by the City Manager. The Employee's previous Anniversary Date shall be retained.

4.4.6 Transfer. Where an Employee is transferred from one Position to another in the same Class or to another Class to which the same Pay Range is applicable, the Employee shall remain at the same Pay Rate and shall retain the same Anniversary Date.

4.4.7 Pay Range Adjustments. Where a Pay Range for a given Class is revised upward or downward, the incumbents in Positions in the affected Classes shall have their existing salary adjusted to the same relative step in the new Pay Range and their Anniversary Dates shall not be changed.

4.4.8 Separation Process. Prior to separation from City Service, all Employees are required to surrender in good condition of all City-owned property including, keys, badges, uniforms, records, and equipment.

4.4.9 Separation Pay. Separation pay will be provided at the next regular payday, and it will include the following:

4.4.8.1 That portion of the final pay period from the first day of the final pay period to the effective day of separation. The day of separation is either the Workday specified for separation or the last day of the pay period if no date is specified.

4.4.9.2 Accrued Vacation Leave.

4.4.9.3 Accrued CTO.

4.4.9.4 Accrued Holiday Leave.

4.4.9.5 Accrued Executive Leave.

4.4.9.6 In the case of an Employee's death, the City shall pay the Employee's estate the sum set forth in this Subsection.

4.5 Pay Periods. Employees shall be paid on a bi-weekly basis beginning on the pay period ending on January 10, 2008.

4.6 Deductions. Each deduction from an Employee's pay shall be made in accordance with prevailing laws, contracts, rules, and regulations:

4.6.1 Deductions required by law and contracts include, but may not be limited to, federal withholding tax, state withholding tax, Medicare, PERS deductions, union dues, etc.

4.6.2 Deductions made on the written authorization from each Employee such as group health, disability, life insurance premiums, credit union, deferred compensation, charitable contributions and other deductions approved by the City Manager.

4.6.3 Claims for non-payment of debts for the purpose of garnisheeing Employees' wages shall be made in accordance with the Code of Civil Procedure.

4.7 Annual Performance Evaluation. Every Employee in a Regular Position, or for whom Subsection 4.4.3 of these Rules applies, shall receive a performance evaluation by his/her immediate supervisor at least annually. The annual review will normally occur within 30 days prior to the Employee's Anniversary Date, unless an alternate schedule is approved by the City Manager.

4.7.1 Purpose. The purpose of the annual performance evaluation is to promote the successful performance of applicable City Employees through a process that provides feedback on past performance and directs future performance by identifying performance goals and objectives.

4.7.2 Procedure. The Personnel Officer shall approve the format for performance evaluations, which may vary by department, Position or Employee responsibilities. The Employee's Department Head or designee will provide a written evaluation of the Employee's performance in a variety of skill or performance areas.

4.7.3 Merit Increases. In order to advance to a higher step in the salary range, the evaluation must demonstrate that the Advancement is merited on the basis of job performance. Performance ratings shall guide supervisors and Department Heads in determining whether merit Advancements have been earned and should be recommended to the City Manager. Department Heads shall have the authority and responsibility to withhold or delay merit Advancements if such Advancement is not warranted.

4.8 Medical and Other Insurance Benefits. The City makes available to eligible Employees a number of medical, dental and life insurance benefit programs. For Employees in Classes represented by a Recognized Employee Organization, the City and/or Employee share of the premium costs are determined through the meet and confer process and are included in the written memorandum of understanding. For eligible Employees who are not members of a Recognized Employee Organization, the City's share and the Employee's share of the premium costs shall be determined by the City Manager at the point of hire and annually thereafter based on the City's fiscal capability. All Regular Employees and Executive Management Employees are eligible to participate in health and life insurance programs provided by the City effective with the Employee's Service Date.

5. RECRUITMENT, APPLICATIONS AND APPLICANTS

All announcements for employment with the City shall be publicized by posting announcements at City Hall, publication in appropriate employment journals or general-circulation newspapers, or by such other methods as the Personnel Officer deems advisable. The announcement shall include a full description of the duties and other information pertinent to the Position available and the application and Examination process. The provisions of any announcement or bulletin shall not constitute an expressed or implied contract. Any provision contained in such announcement may be modified or revoked without notice. Special recruitment efforts may be undertaken to attract qualified persons for Positions at all levels to assist the City in meeting its employment objectives.

5.1 Application Forms. Official application forms shall be available in the City Manager's Office and at such other places as may facilitate effective recruiting. Applications shall be made as required by the announcement or as determined by the Personnel Officer. For certain Positions, resumes may substitute for application forms, upon approval by the Personnel Officer.

5.2 Acceptance of Applications. Applications for employment shall be accepted only when active recruitment is underway to fill a vacancy for a particular Position or when an open continuous recruitment is underway. Job vacancies for full-time employment Positions will be posted for existing Employees at least five days prior to general recruitment.

5.3 Basic Requirements of Applicants. All Applicants must meet the following basic requirements prior to Appointment; however, meeting the minimum requirements set forth here or in the job announcement does not guarantee advancement through any phase of the application or Examination process. All Applicants must:

5.3.1 Prove authorization to work in the United States at the time of a job offer. Documentation establishing authorization to work may include: social security card, certification of birth in the United States, or other approved documentation.

5.3.2 Possess the published qualifications or prerequisites, or equivalent, as required for the Position.

5.3.3 Meet all of the requirements of the application process, including the provision of employment references, copies of necessary licenses, certificates, and other forms or documents which may be required. As part of the pre-employment procedure, former supervisors, employers, and references provided by the Applicant may be checked, documented and made part of the Applicant's file prior to any physical or medical testing. All such information shall be treated as confidential to the extent allowed by law.

5.4 Notice of Action on Application. Each Applicant shall be notified of the acceptance or rejection of his or her application.

5.5 Disqualification. The Personnel Officer may reject any application that indicates that the Applicant does not possess the minimum qualifications or meet the provisions of Section 5.3 Basic Requirements of Applicants. Consistent with state and/or federal law, applications may be rejected for any of the following reasons that may be applicable depending upon the Class specification:

5.5.1 Conviction of a felony, or a plea of guilty or no contest to a felony, or conviction of a misdemeanor involving moral turpitude or a plea of guilty or no contest to a misdemeanor involving moral turpitude.

5.5.2 Where, based upon a bona fide occupational qualification and business necessity, the Applicant is physically or psychologically unable to perform the essential functions of the job applied for, and no reasonable accommodation can be made for such disability.

5.5.3 Deception or fraud in making the application or in other representations to the City.

5.5.4 Efforts to influence, or attempt to influence improperly, any City official to secure an advantage during the selection process.

5.5.5 Dismissal from any Position for any cause which would be cause for Dismissal by the City, resignation from any Position to avoid Dismissal or Dismissal from any public service for cause.

5.5.6 Request by the Applicant that his/her name be withdrawn from consideration.

5.5.7 Failure to reply within a reasonable time as specified by the Personnel Officer to communications concerning availability for employment.

5.5.8 Disqualification or unsuitability for employment as specified in any federal, state, city, or pertinent department law or regulation.

5.5.9 Information from reference or background checks which indicates probable unfitness.

6. EXAMINATIONS

The Personnel Officer shall control the form, content and conduct of each Examination. The Personnel Officer may obtain the assistance of suitable persons to aid in the preparation, review or administration of Examinations. Only those persons having the express permission of the Personnel Officer may review Examinations.

6.1 Nature and Types of Examinations. The type of test or Examination shall be determined by the Personnel Officer in conjunction with the Department Head. The selection techniques used in the Examination process shall be impartial and shall, in the opinion of the Personnel Officer, fairly measure the qualifications of Candidates to perform the essential job functions of the Class to which they seek to be appointed. Except as provided in Subsection 2.22.4, Examinations shall consist of selection techniques such as, but not necessarily limited to, application screening, written tests, oral interviews, performance tests, physical agility tests, evaluation of education, experience, work history, medical tests, or any combination of these or other tests. The Examination content shall be based on the Class specification. Physical, psychological and medical tests may be made a part of the Examination process for certain Classes, only after a conditional job offer has been made pursuant to Subsection 6.1.3 of these Rules. When such tests are required, they shall be made at the City's expense by a duly licensed physician or psychologist designated by the Personnel Officer.

6.1.1 Promotional Examinations may include any combination of selection techniques found in Paragraphs 6.1.2.1, 6.1.2.2 and 6.1.2.3. Only Regular or Probationary Employees who meet the requirements may compete in Promotional Examinations.

6.1.2 The Examination may consist of any one or a combination of the following components:

6.1.2.1 A written test to measure knowledge, ability, judgment, aptitude, or alertness.

6.1.2.2 An oral interview to evaluate fitness, training, experience, or judgment.

6.1.2.3 A performance test to evaluate the facility, speed or accuracy with which typical tasks of the Position are performed.

6.1.2.4 A physical test to measure agility, strength, coordination, or general physical fitness.

6.1.2.5 A Medical Examination to determine physical condition. The opinion of the City's doctors relative to a Candidate's fitness shall be final (including information provided pursuant to Section 7.3 of these Rules).

6.1.2.6 A Psychological Examination to determine fitness for duty for Employees in Sworn Positions in the Police Department.

6.1.2.7 A polygraph (Applicants only) or computerized voice-stress analyzer Examination for Employees in Sworn Positions in the Police Department.

6.1.3 The City will comply with all of the requirements of the state and/or federal law, including provisions which require that certain tests be given only after an offer of employment is made. Such tests, including the Medical and Psychological Examinations, will be given only after a bona fide offer of employment is made which is conditional only on the successful completion of such test or tests.

6.2 Non-Competitive Qualifying Examination. The goal of this type of Examination is to determine whether the Employee has made sufficient progress to be advanced to the next higher level in a Flexibly Staffed Class Series. After consultation with the affected Department Head, the Personnel Officer shall select one Examination component from the following list: Paragraphs 6.1.2.1, 6.1.2.2 or 6.1.2.3 of these Rules to determine the fitness for advancement within a Flexibly Staffed Class Series.

6.3 Disqualification. The Personnel Officer may disqualify any Candidate who attempts to interfere with the fair, equitable and orderly conduct of any part of the competitive Examination process. Tardiness may be grounds for disqualification in the Examination. Failure in one portion of the Examination may be grounds for failure in the entire Examination.

6.4 Reasonable Accommodation. All reasonable accommodations shall be made to persons with disabilities to allow participation in the Examination process.

6.5 Results of Examinations. The minimum rating for which eligibility may be achieved on an Examination shall be determined by the Personnel Officer. Each Candidate shall be notified of his/her success or disqualification.

6.6 Eligibility Lists. After completion of an Examination, the Personnel Officer shall keep available a list consisting of the names of Applicants who have qualified for Positions in the Classified Service. The list shall be maintained for six months and may be extended an additional six months by the Personnel Officer at the request of the Department Head.

6.7 Continuous Examination. The Personnel Officer may determine that an open, continuous application process is most appropriate for certain Positions, including Part-Time Positions, Temporary Positions and Positions with high turnover rates or where other factors make a continuous recruitment period in the best interests of the City.

7. APPOINTMENTS

The City will make Appointments to vacant Positions as appropriate to best meet the service needs of the City. All vacancies shall be filled by Promotion, Transfer, Demotion, or from an appropriate Eligibility List, if available. In the absence of persons eligible for Appointment in these ways, temporary Appointments may be made in accordance with these Rules.

7.1 Employment status with the City will be one of the following:

7.1.1 Regular Employees. A Regular Employee is appointed on a full-time or part-time basis in an authorized permanent Position.

7.1.2 Temporary Employees. A temporary Appointment may either be to a Temporary Position or may be a temporary Appointment to a Regular Position. The Appointment may be either full-time or part-time and it may be governed by a written contract. The Appointment may be either subject to or excluded from these Rules as determined by the Personnel Officer. Examples of Temporary Employees are: seasonal assignments, grant-funded Positions, special projects, or temporarily filling a Regular Position recently vacated or in place of a Regular Employee on a leave of absence.

7.1.3 Service Time for Temporary Employees. Any Temporary Employee who is appointed to a regular Position on a temporary basis, who meets the minimum qualifications for a Position and who is otherwise eligible for Appointment may compete for placement on the Eligibility List and permanent Appointment to the Position. However, any time spent under such temporary Appointment shall not be credited to any Employee's Probationary Period, shall not be counted toward salary eligibility and shall not be used to increase an Eligible's rating on the new Eligibility List for the Position. While serving under a temporary Appointment, an Employee is not eligible to accrue Vacation Leave, Holiday Leave, Executive Leave, CTO, or Sick Leave benefits, except as provided in the rules on paid leave.

7.1.4 Emergency Employees. Employees who are hired pursuant to Section 4.2 of these Rules to meet the immediate requirements of an emergency condition, such as extraordinary fire, flood or earthquake which threatens life or property. Appointments are made on a temporary basis for a short period of time to assist the City in addressing such emergencies.

7.1.5 Provisional Appointments. In the absence of an appropriate Employment List, a Provisional Appointment not to exceed six months may be made by the Appointing Authority of a person meeting the minimum training and experience qualifications for the Position with the City Manager's approval. A provisional Employee may be removed at any time without the right of appeal or hearing. During the period of Suspension of an Employee or pending final action on proceedings to review Suspension, Demotion or Discharge of an Employee, such vacancy may be filled by the Appointing Authority subject to the provisions of the Personnel Ordinance and these Rules.

7.1.6 Part-Time Employees. Part-Time Employees are Employees whose normal work schedule is less than 40.0 hours per workweek.

7.2 Fingerprinting and Criminal History Check. Fingerprinting and a criminal history check are pre-requisites to all employment with the City of Suisun City. Fingerprints and background information will be checked against local and state criminal records.

7.3 Medical and Psychological Examinations. An Applicant will be notified that he/she has been selected conditioned on the results of a Medical Examination. Prior to Appointment, a Medical Examination shall be required for all Positions in the Classified Service. A Psychological Examination may also be required for some Classes, including Sworn Positions in the Police Department. The requirement for a Medical or Psychological Examination for Emergency, Temporary Employees may be waived by the Personnel Officer. If a medical or Psychological Examination results in a finding by the examining physician or psychologist that a condition exists which would impair an Applicant's ability to perform the essential duties of the Position and no reasonable accommodation can be made for such a condition, the Applicant may be disqualified. Where the results of a Medical Examination would disqualify the Applicant, the Applicant may submit independent medical opinions for consideration before a final determination on disqualification is made.

7.4 Influence and Fraud. No Appointment or selection for any employment within the scope of these Rules shall be made in any manner affected or influenced by political, fraternal, or religious opinions or affiliations. Any Employee who has secured a Position through the use of fraud shall be removed by the Appointing Authority and shall be ineligible for further employment by the City.

7.5 Probationary Period. Any Candidate appointed to a Position in the Competitive Service, including promotional Appointments, shall be on probation for a period of not fewer than six months or more than eighteen months. All Probationary Employees serve "at-will", with the exception of Employees who are on probation due to a promotional Appointment, and as At-Will Employees they may be rejected at any time without the right of due process appeal or hearing. During this time the Appointing Authority shall appraise the Probationary Employee's conduct, performance, adaptability, and job knowledge and shall determine whether he/she is fully qualified for permanent status.

7.5.1 The Probationary Period shall be regarded as part of the testing process and shall be utilized for observing closely the Employee's work, for securing the most effective adjustment of a new Employee to his/her Position and for releasing any probationer whose performance does not meet the required standards of work. The Probationary Period does not include time served under a temporary Appointment. Time on leave totaling more than 30 calendar days for any reason is not counted toward completion of the Probationary Period.

7.5.2 The Appointing Authority or his/her designee shall conduct a performance evaluation and prepare a written report at the successful completion of the Probationary Period, and at least once annually thereafter on the Employee's Anniversary Date. An intermediate evaluation will also be performed during the Probationary Period. Such evaluation shall be filed in the Employee's personnel file. In addition to the annual evaluation, a Appointing Authority may conduct a special evaluation or evaluations at other times during the year if necessary, and shall

review the report with the Employee before submitting it to the Personnel Officer. The Personnel Officer, upon written request by the Appointing Authority, may grant an extension of the Probationary Period for a maximum period of six months beyond the normal end of the Probationary Period.

7.5.3 Any Probationary Employee may be dismissed at any time by the Appointing Authority without the right of appeal, with or without cause, at the sole discretion of the Appointing Authority.

7.5.4 Any Employee rejected during the Probationary Period from a Position to which he/she has been promoted shall be reinstated to a Position in the same Class from which he/she was promoted, unless he/she is discharged from City employment as provided in the Personnel Ordinance and these Rules. If an Employee is rejected during the Probationary Period of a promotional Appointment, the Employee shall have the right to file a Grievance.

7.5.5 The Personnel Officer shall notify the Appointing Authority one month before expiration of an Employee's initial Probationary Period. At least two weeks before the expiration of the Probationary Period, the Appointing Authority shall recommend, permanent Appointment, extension of the Probationary Period or Rejection of the Employee. All permanent Appointments shall be approved only by the City Manager.

8. HOURS OF WORK, OVERTIME/ COMPENSATORY TIME OFF AND HOLIDAYS

Based on the Position held, an Employee's hours of work and Overtime/CTO accrual shall either be governed by these Rules or by the provisions of a written Memorandum of Understanding between the City and a Recognized Employee Organization. Positions not represented by such written agreements shall comply with the hours of work requirements established by these Rules or as established by the Department Head with the consent of the Personnel Officer.

8.1 Attendance. Employees shall be in attendance at their work stations in accordance with departmental schedules unless on authorized leave.

8.2 Work Schedules. The Employee work schedule shall be determined by the Department Head based upon departmental needs and Personnel Officer approval, or as may be included in any written agreement between the City and a Recognized Employee Organization. To the maximum practicable extent, work schedules shall be arranged so that the Employee will work for five consecutive days followed by two days off, except in public safety functions where 24-hour per day staffing is required. Full-Time Employees shall be assigned to one of the following work schedules:

8.2.1 A 40.0-hour workweek consisting of five consecutive 8.0-hour days in a seven-day period, Friday through Thursday.

8.2.2 A 37.5-hour workweek consisting of five consecutive 7.5-hour days in a seven-day period, Friday through Thursday (referred to as a 9-75 Alternative Work Schedule).

8.2.3 A workweek of 49.0 hours as assigned during four consecutive Workdays in a seven-day period, Friday through Thursday. This schedule applies only to Classes in the fire service.

8.2.4 A workweek of four consecutive 10.0-hour days in a seven-day period (referred to as a 4-10 Alternative Work Schedule).

8.2.5 A work schedule of nine Workdays totaling 80.0 hours during a 14-day period (referred to as a 9-80 Alternative Work Schedule) Monday to Sunday.

8.2.6 Any other Alternative Work Schedule configuration approved by the Department Head and Personnel Officer. Assignment to any Alternative Work Schedule is subject to Department Head recommendation and Personnel Officer approval and shall not be considered permanent. At such time as the Department Head and Personnel Officer determine that the schedule does not meet departmental needs, the Employee shall be reassigned to another work schedule.

8.3 Overtime/CTO/CTO Buy Back. Except for work performed by Employees governed by Subsection 8.2.3 and Section 8.5, all work performed in excess of 40.0 hours in a week, which has received prior Department Head approval (except emergency Overtime), shall be paid at one and one-half times the Employee's regular Pay Ray. Employees on a 3-12, 4-10, 9-80 or other Alternative Work Schedule, shall not be eligible for Overtime pay unless and until they have worked their scheduled workweek. For purposes of Overtime computation, all paid time including Sick Leave, Vacation Leave, Holiday Leave, and CTO shall be considered as time worked during the Pay Period.

8.3.1 Except for Overtime earned on a grant-funded project, Overtime worked may be credited as Compensatory Time Off at the discretion of the Department Head or in accordance with the collective bargaining agreement applicable to that Employee. All grant-funded Overtime shall be credited on a paid Overtime basis. Employees shall schedule CTO only with prior Department Head approval. The Department Head may require an Employee to take Compensatory Time Off if the Employee has a CTO balance in excess of the maximum accumulation in the applicable MOU. Upon separation from service, an Employee is entitled to receive the cash value of all accrued CTO.

8.3.2 The City shall buy back that portion of an Employee's accumulated unused CTO in accordance with the applicable MOU.

8.4 Standby and Call-Out Procedures. The Standby and Call-Out procedures shall be as provided for in the applicable MOU and departmental policies.

8.5 Executive Leave. Management Employees shall not be eligible for Overtime pay or Compensatory Time Off.

8.5.1 In lieu of Overtime/CTO, 80 hours shall be deposited into the Executive Leave account of each Management Employee in the first full pay period of each fiscal year.

8.5.2 Upon appointment to City Service, Management Employees shall receive a prorated amount of Executive Leave hours for the balance of the first fiscal year of employment with the City. The proration shall be determined by multiplying 0.2192 times the remaining days in the first fiscal year of City employment.

8.5.3 The maximum accumulation of Executive Leave is as follows: the first 10 years of City service: 120.0 hours; over 10 years of City service: 160.0 hours. Employees exceeding these limits shall either (1) request taking Executive Leave to reduce the balance, or (2) request that some or all of the balance bought back by the City. City Manager approval is required for either option.

8.5.3 Upon the City Manager's authorization, the City shall buy back unused Executive Leave. Employees selling Executive Leave shall request payment through the normal payroll process.

8.6 Municipal Holidays. Except the provisions of memorandums of understanding applicable to certain Employees of the Suisun City Police Department, Municipal Holidays shall be governed by the following Subsections:

8.6.1 The first day of January, New Year's Day.

8.6.2 The third Monday in January, Martin Luther King's Birthday.

8.6.3 The third Monday in February, Presidents' Day.

8.6.4 The last Monday in May, Memorial Day.

8.6.5 The fourth day of July, Independence Day.

8.6.6 The first Monday in September, Labor Day.

8.6.7 The second Monday in October, Columbus Day.

8.6.8 The eleventh day of November, Veteran's Day.

8.6.9 The fourth Thursday in November, Thanksgiving Day.

8.6.10 The Friday following Thanksgiving Day.

8.6.11 The twenty-fifth December, Christmas Day.

8.6.12 One floating holiday (8.0 hours) shall be posted on the first pay period in July and one floating holiday (8.0 hours) shall be posted on the first pay period in January to the Holiday Leave balance.

8.6.13 Any day proclaimed by the Mayor of Suisun City to be a holiday. Holidays proclaimed by the President of the United States or the Governor of the State of California shall be considered and may be granted upon the City Manager's recommendation and the City Council's approval.

8.6.14 Observance. When a holiday falls on Sunday, it shall be observed on the following Monday. When a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on an Employee's regularly scheduled time off, a total of 8.0 hours will be credited to the Employee's Holiday Leave balance.

9. VACATION LEAVE

Use of Vacation Leave requires prior written approval by the Department Head or designee. Each Employee is encouraged to take at least one week of Vacation Leave at a time. A vacation may not be granted in excess of the balance of accrued Vacation Leave at the time vacation is granted.

9.1 Vacation Accrual. Except as provided in a Memorandum of Understanding with a Recognized Employee Organization or in an individual employment contract, 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:

9.1.1 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).

9.1.2 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).

9.1.3 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).

9.1.4 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).

9.2 Maximum Accumulation. Vacation Leave may not be accrued beyond a maximum of 240 hours or as provided in the applicable Memorandum of Understanding. Under exceptional circumstances, such as heavy workloads or staffing needs, the City Manager may authorize the accumulation of an additional 40.0 hours of Vacation Leave beyond the accrual limit.

9.3 Holiday during Vacation. An Employee shall not be charged Vacation Leave for 8.0 hours on the day that a holiday occurs during his/her Vacation Leave.

9.4 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 submission of a doctor's certificate verifying that the Employee was ill.

9.5 Upon Separation from Service. Upon separation from City employment, an Employee is entitled to receive the cash value of all accumulated Vacation Leave.

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

10. SICK, MEDICAL AND OTHER LEAVES

10.1 Sick Leave. Sick Leave is not a right which an Employee may use at his/her discretion, but rather it is a contingent privilege which is allowed only in the case of illness, bodily injury, exposure to contagious disease, or medical or dental appointments. To be paid for Sick Leave, an Employee must notify his/her supervisor within 15 minutes of the time established by the supervisor to begin his/her duties or such earlier time as established by departmental policy. Failure to do so may be considered an unauthorized leave of absence.

10.1.1 Beginning the first day of City employment, a Regular Employee shall earn Sick Leave with pay at the rate of 96.0 hours per year (3.69 hours per Pay Period). Sick Leave shall not be earned by an Employee on unpaid leave of absence.

10.1.2 An Employee who qualifies for Sick Leave may take paid Sick Leave once it is accrued.

10.1.3 With approval of the Department Head, an Employee may use accumulated Sick Leave for dental or medical appointments during working hours, provided that such appointment cannot be made during non-duty time.

10.1.4 The Employee may use up to 48.0 hours of Sick Leave per year for the leave described in Section 10.2 (Family or Medical Leave).

10.1.5 When an Employee returns to duty after an absence chargeable to Sick Leave of at least three days, the Department Head or the Personnel Officer may require a signed statement from a doctor or dentist that the Employee was incapacitated and unable to perform his/her duties throughout the entire period of Sick Leave. If the affidavit or statement is not filed, the Employee is not entitled to be paid for Sick Leave unless the Personnel Officer grants a waiver. In case of frequent use of Sick Leave, or abuse is suspected, an Employee may be required to file a physician's statement and/or shall authorize consultation with his own physician concerning his illness. On the basis of authoritative medical advice, the City Manager shall determine whether an Employee is physically incapacitated for the duties of the Position and may take the action considered appropriate.

10.1.6 No payment shall be made for accumulated Sick Leave at the time of termination of employment. Upon retirement, eligible Employees may elect to convert Sick Leave to service credits as may be provided by the City's contract with CalPERS.

10.2 Family or Medical Leave. Employees employed for at least one year with the City who worked more than 1,250 hours in the previous year may be eligible for Family and Medical Leave. This policy applies to all Employees, except Volunteer Employees, and Appointed and Elected Officials, whether or not they have completed their Probationary Periods.

10.2.1 Reasons for Leave. Leave may be taken for the following reason: (1) to care for a newborn or newly adopted child or a newly placed foster child within twelve months of the birth, adoption or placement; (2) to care for the serious health condition of an ill member of the Immediate Family; or (3) to attend to the Employee's own serious health condition.

10.2.2 Amount of Leave. An eligible Employee is entitled to up to twelve weeks of Family Care or Medical Leave each calendar year. Depending on the circumstances and the reason for leave, the leave may be taken intermittently or as a reduced schedule.

10.2.3 Pay during Leave. Family Care or Medical Leave is unpaid, except that an Employee may use accrued Vacation Leave, Holiday Leave, Executive Leave, or CTO for this purpose. An Employee may also use Sick Leave, subject to the limit in Subsection 10.1.4, during a Family Care or Medical Leave. A leave due to the Employee's own illness is not subject to the limit in Subsection 10.1.4.

10.2.4 Continuation of Benefits. For Employees on Family Care or Medical Leave, the City will continue paying its same share of premiums for health insurance coverage that it provided while the Employee was actively employed. Employees are responsible for paying their normal share of premiums during these leaves.

10.2.5 Procedure for Requesting Leave. Employees are required to request Family Care or Medical Leave at least thirty days before the leave is to commence, unless the need for the leave is not foreseeable. If the need for the leave is not foreseeable thirty days in advance, the Employee must give as much notice as possible. For leave due to the serious health condition of the Employee or the Employee's family member, the Employee will be required to provide a medical certification of the serious health condition. After an Employee requests a Family or Medical Leave, the City will provide information to the Employee regarding the specific requirements for the leave including any necessary medical certification and confirm the Employee's right to return to his or her job at the conclusion of the leave.

10.3 Pregnancy Disability Leave. An Employee disabled due to pregnancy, child birth or related medical condition is entitled to a leave of absence of up to a total of four months, including a medical leave under the Medical Leave Policy, Section 10.2. This policy applies to all Employees, including those in the Competitive Service and "At-Will" Employees, whether or not they have completed their Probationary Periods.

10.3.1 Pay during Leave. Pregnancy disability leave is unpaid, except that an Employee may use accrued Vacation Leave, Holiday Leave, Executive Leave, CTO, or Sick Leave.

10.3.2 Continuation of Benefits. For Employees on Pregnancy Disability Leave who have exhausted their four months of Medical Leave, the Employee may continue participating in health insurance plans by paying the entire cost of the premiums for those plans.

10.3.3 Procedure for Requesting Leave. Employees are required to request Pregnancy Disability Leave at least thirty days before the leave is to commence, unless the need for the leave is not foreseeable. If the need for the leave is not foreseeable thirty days in advance, the Employee must give as much notice as possible. If any Employee elects to use Sick Leave, Vacation Leave, Holiday Leave, Executive Leave, or CTO, the Employee must submit a request at the time she request Pregnancy Disability Leave. The Employee will be required to provide a medical certification of the need for leave and the expected duration of the leave.

10.3.4 Family Care Leave. In addition to the Pregnancy Disability Leave set forth in Section 10.3 of these Rules, pursuant to the California Family Rights Act, an eligible Employee is entitled to up to 12 weeks unpaid leave upon the birth of the child to care for the newborn child. However, the City will continue paying its same share of the premiums for health insurance coverage while the Employee was actively employed only for a maximum of four months for the entire period of the Employee's pregnancy and child care leave. Employees are responsible for paying their normal share of premiums during these leaves.

10.4 Leave of Absence for Injury Incurred While on Duty. The City shall comply with applicable Federal and State laws governing work-related injuries, leaves and compensation.

10.4.1 The City shall coordinate accrued Sick Leave with compensation benefits.

10.4.2 Employees who have exhausted his/her Sick Leave balances may use accrued Vacation Leave, Holiday Leave, Executive Leave, or CTO under the same provisions as Subsection 10.3.1 above. Upon expiration of all paid leave time, Employee shall be entitled to receive compensation only from the City's Workers' Compensation Third-Party Administrator.

10.5 Bereavement Leave. Classified Employees are eligible for Bereavement Leave due to the death in his/her Immediate Family.

10.5.1 Approval of Bereavement Leave. Every Employee shall obtain his/her Department Head's approval for an absence due to the death of an Immediate Family member.

10.5.2 Determination/Maximum. Each Employee is entitled to Bereavement Leave, following the death of a member of the Immediate Family as defined in Section 2.27 of these Rules. Except as provided in Subsection 10.5.3 below, Bereavement Leave is a form of paid leave that shall not reduce an Employee's paid leave balances. The City Manager or designee shall determine the length of time that an Employee may be off on Bereavement Leave, which shall not exceed five days for memorial services. In determining the period of such leave, the relationship of the deceased to the Employee and the amount of necessary travel involved, if any, shall be considered. In no event shall Bereavement Leave exceed one workweek.

10.5.3 Additional Bereavement Leave. If additional time is needed, the Employee may request the use of accrued Vacation Leave, Holiday Leave, Executive Leave, CTO, or may request an unpaid Leave of Absence. Such request shall be made to the Employee's Department Head.

10.5.4 Verification. The Employee will be required to provide a death certificate, obituary, or other form of proof of relationship to the deceased to be turned in with the next timecard or as approved by the Department Head.

10.6 Jury Duty. Jury duty is a civic obligation for which the City grants leave from an Employee's regularly scheduled work assignment. When an Employee is called for jury duty that will take place during an Employee's regularly scheduled work hours, leave shall be granted for this purpose upon the Employee's presenting the jury notice to his/her supervisor. The Department Head shall notify the Personnel Officer.

10.6.1 A Regular Employee or an Executive Management Employee is entitled to receive jury leave with full pay by remitting to the City, any compensation received pursuant to that duty. Compensation for mileage is not considered compensation for jury duty. Such Employee may elect to retain jury duty compensation; however by doing so, such Employee is not entitled to Regular Pay while on jury leave.

10.6.2 An Employee, who is not a Regular Employee or an Executive Management Employee, will be granted jury leave without pay, and such Employee is entitled to keep any compensation received for his/her jury service.

10.6.3 If jury duty permits, the Employee is expected to work a partial day. If a Regular Employee or an Executive Management Employee works a shift that overlaps partially the hours required for jury duty or a shift on the same day that does not overlap the jury duty, the Department Head may grant jury duty leave on an hour-for-hour basis up to the lesser of the actual time spent on jury duty or the scheduled shift.

10.7 Military Leave. The City shall comply with applicable federal and state law when granting military leaves of absence for active duty or inactive duty training. Specifically, the Veteran's Reemployment Rights Act and the California Military Code, Sections 395 - 395.1, provide for:

10.7.1 Employees with less than one year of service. The Employee shall be placed on unpaid military leave of absence and shall not receive City pay or benefits.

10.7.2 Employees with one year of service or more:

10.7.2.1 Shall receive full City salary for first 30 calendar days.

10.7.2.2 After 30 days, the Employee will be placed on unpaid leave of absence or may elect to utilize accrued Vacation Leave, Holiday Leave, CTO, and Executive Leave (if applicable) to continue salary and benefits.

10.7.2.3 Health insurance benefits will continue while Employee is receiving City salary. Once unpaid leave commences, the Employee may elect to continue health insurance benefits at his/her own expense. CalPERS service credit and Vacation Leave accrual shall continue while on unpaid leave of absence.

10.7.3 Reinstatement. The Employee shall be reinstated to his/her Position without loss of seniority, salary level/Pay Rate, or rank, provided the following requirements are met:

10.7.3.1 The Employee held a permanent full-time Position prior to military leave.

10.7.3.2 The Employee served satisfactorily and was released under honorable conditions.

10.8 Authorized Leave of Absence without Pay. An Authorized Leave of Absence without Pay shall not be construed as a break in service or employment; however, paid leave accruals (Vacation Leave, Holiday Leave and Sick Leave), health and retirement benefits, salary increases, and similar benefits shall not accrue to an Employee on such leave without pay. A leave of absence is defined as five or more consecutive days.

10.8.1 A Department Head with approval of the Personnel Officer, may grant an Employee an Authorized Leave of Absence without Pay for not more than seven calendar days when it is in the best interest of the City. The City Manager may approve an Authorized Leave of Absence without Pay which exceeds seven calendar days.

10.8.2 A "leave of absence" as used in this Subsection, is a privilege which may be granted to an Employee in the Classified Service wishing to leave City employment without pay and in good standing for a limited period. The Employee must make a written request to the Department Head for such authorized leave, stating the date of the leave and the reason. Leave may be granted or denied based upon the needs of the City and the Employee.

10.8.3 Failure of an Employee to return to duty upon the termination of authorized leave of absence or within a 72-hour notice to return to duty shall be cause for discharge. Upon return, an Employee may be required to submit proof of Medical or Psychological Examination to determine whether or not he/she is still capable of performing the duties of the Position. When a Medical or Psychological Examination discloses that an Employee is not capable of performing the duties, the City shall engage in the interactive process to determine whether it can accommodate a qualified disability through job modifications or reassignment to a vacant Position in the City for which the Employee is qualified. If the City is unable to accommodate an Employee who is no longer capable of performing the duties of a vacant Position, he/she shall be terminated.

10.9 Unauthorized Leave of Absence. When a Non-Exempt Employee is absence without authorization, one or more of the following may occur depending upon the circumstances:

10.9.1 An unauthorized leave of absence is treated as time not worked. For an unauthorized leave of absence of a Non-Exempt Employee, the City shall deduct from the Employee's pay an amount equal to time absent. After receiving notice of the City's intent to make such a deduction, a Non-Exempt Employee may file a Grievance.

10.9.2 An unauthorized leave of absence is grounds for disciplinary action, up to and including Dismissal. Such disciplinary action shall be imposed pursuant to Chapter 12 of these Rules.

10.9.2 An unauthorized leave of absence exceeding three Workdays in duration, without the Employee's making contact with his/her supervisor shall be considered abandonment of the Position and Dismissal shall be proposed pursuant to Chapter 12 of these Rules.

10.10 Paid Administrative Leave. In addition to the leaves described above, an Employee may be placed on paid Administrative Leave when the Personnel Officer determines that such paid leave is in the best interest of the City. A Department Head may also place an Employee on paid Administrative Leave pending the outcome of an investigation or disciplinary action, after informing the Personnel Officer of this contemplated action.

10.11 Leaves in Conjunction with Other Leaves. Except as otherwise provided in these Rules, leaves of absence shall not be used in conjunction with the use of accumulated Sick Leave, Vacation Leave, Holiday Leave, Executive Leave, or CTO without the prior written approval of the Personnel Officer.

10.12 Total Leaves of Absence. Unless specifically allowed by these Rules, an Employee will not be allowed to take more than one leave of absence during any calendar or fiscal year without prior approval of the City Manager.

10.13 Days Off without Pay. Employees who have exhausted their accrued Sick Leave, Vacation Leave, Holiday Leave, CTO, or Executive Leave shall be allowed, at the discretion of the supervisor and with approval of the Personnel Officer, to take up to a maximum of five days per year off without pay. This shall not be considered the same as a leave of absence.

11. GRIEVANCE PROCEDURE

11.1 Purpose. The purpose of this Grievance procedure is to insure an orderly method whereby Regular Employee complaints regarding the application of department rules and regulations, these Rules, Administrative Directives, Memorandums of Understanding, and the Suisun City Code, are considered rapidly and fairly. This procedure does not apply to complaints involving disciplinary actions, which shall be dealt with under Chapter 12 of these Rules. This procedure is designed to instill a measure of confidence in Employees that actions are taken in accordance with established policy, to give supervisors a greater sense of responsibility in their dealings with Employees and to identify for City management where policies are weak or unfair and/or need improvement. Other purposes of this procedure are:

11.1.1 To promote improved employer-employee relations by establishing Grievance procedures on matters for which appeal or hearing are not provided by other regulations.

11.1.2 To afford Employees in the Competitive Service individually or through Recognized Employee Organizations a systematic means of obtaining further considerations of problems after every reasonable effort has failed to resolve them through discussions.

11.1.3 To provide that Grievances shall be settled as nearly as possible to the point of origin.

11.1.4 To provide that appeals shall be conducted as informally as possible.

11.2 Grievance Procedure. The following procedure should be used for any dispute concerning the interpretation or application of these Rules, or City policies governing personnel practices or working conditions, including disputes involving wages, hours, or other terms and conditions of employment. This procedure also includes challenges to Layoffs on the basis of the City's alleged failure to follow federal, state or local laws, but not to the economic decision to institute Layoffs.

11.3 Compliance with Time Periods. In order to ensure the prompt, efficient resolution of all Grievances, Employees in the Competitive Service must comply with each of the deadlines described in this policy, unless the Personnel Officer has agreed to extend the Employee's deadline in writing. If any Regular Employee does not submit a Grievance within the time period required by this policy, the Regular Employee will have waived the right to submit the Grievance.

11.4 Informal Discussion. Prior to a Regular Employee's initiating the Grievance procedure, the Regular Employee considering filing a Grievance shall first discuss this matter with his/her immediate supervisor within 10 Workdays after the matter complained of first arises in an attempt to resolve the matter. An informal discussion is a prerequisite to filing a Grievance. A representative of the Regular Employee's Recognized Employee Organization may be present at the request of the Regular Employee. The immediate supervisor shall have five Workdays to respond to the Regular Employee's concerns. If the immediate supervisor does not respond within the time limit, the grievant may appeal to the next level.

11.5 Level One Grievance. If after informal discussion the matter has not been satisfactorily resolved, the Regular Employee may submit a written Grievance to the Department Head or his/her designee within five Workdays after receiving the written decision on the informal discussion.

11.5.1 The Grievance shall be submitted in memorandum form. It is to be complete, including but not limited to the following information: the grievant's full name, all facts giving rise to the Grievance, the date of occurrence, the date of the informal discussion, and shall state and identify by appropriate reference the provisions and section of the policy or rules alleged to have been violated; shall state the contention of the grievant with respect to these provisions; and shall indicate the specific relief, action, or remedy requested.

11.5.2 The Department Head, or designee, shall meet with the grievant in an attempt to resolve the matter within 10 Workdays. The grievant may be represented by a representative of the grievant's Recognized Employee Organization, legal representative or uninvolved coworker, at the option of the grievant. The Department Head, or his/her designee, may conduct whatever investigation he/she deems appropriate.

11.5.3 The Department Head, or designee, shall communicate his/her decision to the grievant in writing within 10 Workdays after the meeting with the grievant. If the Department Head, or designee, does not respond within the time limit, then the Grievance may be deemed denied and the grievant may appeal to the next level.

11.6 Level Two Grievance. In the event that the grievant is not satisfied with the decision at Level One Grievance, he/she may appeal the decision to the City Manager, or designee, by submitting a written statement within 10 Workdays of the Department Head's decision.

11.6.1 This statement shall include a copy of the original Grievance including all of the information required by Subsection 11.5.1, a written copy of the decision rendered by the Department Head, or designee, and a clear and concise statement of the reason for the appeal.

11.6.2 The City Manager, or designee, will meet with the grievant in an attempt to resolve the matter within 10 Workdays. The grievant may be represented by a representative of the Employee's Recognized Employee Organization, legal representative or uninvolved coworker at the option of the grievant. The City Manager, or designee, may conduct whatever investigation he/she deems appropriate.

11.6.3 The City Manager, or designee, shall communicate his/her decision to the grievant in writing within 10 days of the Grievance meeting, unless more time is needed. The decision of the City Manager shall be final.

11.7 Extension of Time. If both parties agree, the time limits may be waived for a specific period of time at any step in this Grievance procedure.

11.8 Witness and Grievant Release Time. If any Grievance hearing is scheduled during the Employee's working hours, neither the grievant nor any witnesses shall suffer loss of pay to present his/her Grievance.

12. DISCIPLINARY ACTION

12.1 General. Disciplinary actions may be taken for just cause. The extent of the action taken shall be commensurate with the offense and the Employee's prior record of service may be considered. This Chapter applies only to Employees in the Competitive Service who have obtained permanent status. An Employee not covered by this Chapter may be disciplined without reference to these provisions. Such an Employee has no property interest in his/her employment, express or implied. Just cause for disciplinary action shall include but not be limited to:

12.1.1 Fraud in securing employment.

12.1.2 Incompetence or inefficiency.

12.1.3 Inexcusable neglect of duty, willful disobedience, insubordination, or dishonesty.

12.1.4 The use, possession or consumption of an alcoholic beverage during the Workday or at any time while at the workplace or in a City uniform, except as authorized in the line of duty; the use, possession or consumption of illegal narcotics or drugs, (not lawfully prescribed) at any time; or being under the influence of an alcoholic beverage during the Workday or at any time at the workplace or in a City uniform; or being under the influence of any illegal narcotics or drugs (not lawfully prescribed) at any time.

12.1.5 Unauthorized absence, excessive tardiness or abuse of Sick Leave.

12.1.6 Conviction of a felony, or a plea of guilty or no contest to a felony, or conviction of a misdemeanor involving moral turpitude or a plea of guilty or no contest to a misdemeanor involving moral turpitude.

12.1.7 Refusal to take and subscribe to any oath of affirmation which is required by law in connection with City employment.

12.1.8 Unlawful harassment, sexual harassment or discrimination.

12.1.9 Discourteous or improper treatment of the public or other Employees, or abusive language.

12.1.10 Negligence or willful misconduct which has caused damage to public property or waste of public supplies.

12.1.11 Negligence or failure to observe adopted safety rules or precautions of a superior; violation of a regulation or order given by a supervisor.

12.1.13 Violation of a federal, state, county, or city law, regulation or rule.

12.1.14 Improper use or misappropriation of City property, funds or City equipment; including conducting personal business while on work time.

12.1.15 Improper political activity as defined by federal or state laws.

12.1.16 Falsification of employment records including time records or expense reimbursement requests.

12.1.17 Any action, either during or outside of duty hours which are incompatible with or inimical to the City service, or violation of any of the provisions of City ordinances or of these Rules.

12.1.18 The Council may establish minimum or maximum limits of punitive action for these or other offenses. Charges against an Employee may be filed by any citizen pursuant to Penal Code Sections 832.5 (a) and 148.6.

12.2 Authority to Take Disciplinary Action. Each Appointing Authority is authorized to take a disciplinary action. The Personnel Officer shall be notified in advance by any Appointing Authority who is contemplating taking a disciplinary action. Once the Personnel Officer approves a proposed disciplinary action as to form, it shall be served on the Employee.

12.3 Effective Date. The effective date of disciplinary action shall be designated in the proposed action. Disciplinary action may not be made effective prior to the date the action is taken.

12.4 Types of Disciplinary Actions.

12.4.1 Oral or Written Reprimand. The Employee's supervisor may orally or in writing communicate to the Employee any conduct or performance which must be improved and may detail the areas for improvement, the degree of improvement required and notice that failure to improve will result in a more serious disciplinary action. If the reprimand is put in writing, it shall be made a part of the Employee's official personnel record, and may be considered as pertinent evidence or information in a hearing. Prior to the written reprimand's being placed in the Employee's official personnel record, the Employee shall be given an opportunity to review the reprimand and sign it. The Employee shall have 10 days within which to file a written response to any written reprimand or other adverse comment and said response shall be placed in the Employee's official personnel record. Should an Employee wish to dispute the contents of a written or oral reprimand, the Employee may ask that the contents may be reviewed and approved by the immediate supervisor of the person issuing the reprimand. If the issuing person's immediate supervisor is unwilling to approve the written reprimand, it must be modified to that supervisor's satisfaction, or removed from the Employee's file. Sworn Employees are provided the right to appeal any reprimand up through a Level One Appeal (Section 12.7 of these Rules). The City Manager's decision shall be final with no further right of appeal.

12.4.2 Minor Disciplinary Actions. A Minor Disciplinary Action is a temporary separation of an Employee without pay for a period of up to and including five Workdays. The notice of the Suspension may be served at the time the disciplinary action is imposed. The notice shall state the effective date of the Suspension, the charges and/or reasons for the disciplinary action, and the right of appeal using the appeal procedure in this Chapter.

12.4.3 Major Disciplinary Actions. A Major Disciplinary Action includes the following:

12.4.3.1 Long Suspension. Temporary separation of an Employee without pay for a period of more than five Workdays.

12.4.3.2 Reduction in Pay. Reduction in pay step within the Employee's Pay Range. Reduction in pay is effective at the beginning of the next pay period following the effective date of the disciplinary action. Reduction may be permanent or temporary.

12.4.3.3 Demotion. The Demotion of an Employee to a lower Class. Demotion may be to any step in the Pay Range of the lower Class that is equal to or less than the dollar amount in the Pay Range of the Class from which the Employee is being demoted that is one step below the Employee's current step.

12.4.3.4 Dismissal. The permanent termination of an Employee from City Service.

12.5 Pre-Disciplinary Procedures for Disciplinary Actions. Procedures delineated in the following Sections of this Chapter shall only apply to any disciplinary action above a written reprimand.

12.5.1 Charges. Where the proposed disciplinary action is other than a written reprimand, a preliminary written statement of charges signed by the Appointing Authority and approved as to form by the Personnel Officer that support the disciplinary action shall be served on the Employee. Service of the preliminary charges shall be made at least five days before an informal hearing pursuant to Subsection 12.5.3 is held to discuss the charges. The charges shall further state:

12.5.1.1 The proposed disciplinary action.

12.5.1.2 The effective date of the disciplinary action.

12.5.1.3 The reasons for the disciplinary action.

12.5.1.4 The names of witnesses to the incident(s) precipitating the disciplinary action.

12.5.1.5 The identity of any written documents pertinent to the disciplinary action.

12.5.2 Service. Service of the preliminary statement of alleged charges shall be made by (1) personally giving the Employee a copy; or (2) if service under (1) is infeasible, by first-class certified U.S. Mail, return receipt requested, to the last known mailing address of the Employee. Service is deemed complete when any one of the preceding steps is taken.

12.5.3 Informal Hearing Procedure (Skelly Hearing). The Employee shall be given an opportunity at an informal hearing to show a Management Employee (usually the Department Head) selected by the Appointing Authority as the hearing officer why the proposed disciplinary action should not be imposed prior to its imposition. The hearing is not an adversarial hearing, but rather an informal conference designed to afford the Employee with an opportunity to explain fully his/her point of view regarding all aspects of the proposed disciplinary action. At the hearing, the Employee shall be given an opportunity either orally, in writing, or both, to bring forward facts or circumstances which may cause the charges to be revised or dropped. Following the hearing, the hearing officer shall determine and recommend to the Appointing Authority within five Workdays whether the Appointing Authority should proceed with the preliminary charges, modify them, reduce the level of disciplinary action, or drop the proposed disciplinary action. If

the hearing officer is someone other than the Appointing Authority, the hearing officer shall consult with the Appointing Authority before rendering his/her decision. Within five Workdays the Appointing Authority shall render his/her decision. If that decision is to drop the disciplinary action, the Employee will be so notified. If the decision is to impose the disciplinary action, whether as originally proposed or as modified, the Employee will be served with a notice of the effective date of the disciplinary action to be imposed and the final statement of charges as provided in Subsection 12.5.1, as well as notice of the right of appeal as provided by Section 12.6.

12.6 Appeal Process. An Employee may appeal the disciplinary action taken by the Appointing Authority under Section 12.5 by invoking Level One Appeal, described in Section 12.7, within 10 Workdays of the decision of the Appointing Authority.

12.7 Level One Appeal. In the event that the appellant is not satisfied with the decision of the Appointing Authority pursuant to Subsection 12.5.3, he/she may appeal the decision to the City Manager, or designee, by submitting a written statement within 10 Workdays of the Appointing Authority's decision.

12.7.1 The appeal shall be submitted in the form of a memorandum. It is to be complete, including but not limited to: the appellant's full name, all facts giving rise to the appeal, the date of occurrence, the date of the Informal Hearing, and shall state and identify by appropriate reference the grounds for the appeal; shall state the contention of the Employee with respect to the findings of the hearing officer; and shall indicate the specific relief, action, or remedy requested. This statement shall include a copy of the original proposed disciplinary action including a written copy of the decision rendered by the Appointing Authority, and a clear and concise statement of the reason for the appeal.

12.7.2 The City Manager, or designee, will meet with the appellant in an attempt to resolve the matter within 10 Workdays. The appellant may be represented by a representative of the Employee's Recognized Employee Organization, a legal representative or an uninvolved coworker at the option of the appellant. The City Manager, or designee, may conduct whatever investigation he/she deems appropriate.

12.7.3 The City Manager, or designee, shall communicate his/her decision to the appellant in writing within 10 days of the Level One meeting. If the appeal was an appeal of minor disciplinary action as defined in Subsection 12.4.2, the decision of the City Manager shall be final.

12.8 Level Two Appeal. If the appeal is not resolved at the Level One Appeal meeting, and it involves a major disciplinary action as defined in Subsection 12.4.3, the appellant may appeal the decision of the City Manager to the City Council through a Hearing Officer. Within 15 Workdays of service of the City Manager's Decision on all parties, the appellant may appeal the decision of the City Manager by filing a written appeal with the Personnel Officer. Failure to file an appeal within this timeframe waives any further right to appeal and the City Manager's decision shall be final.

12.8.1 Any appeal in writing shall meet the requirements and provide the information set forth in Subsection 12.7.1. The appellant may be represented by a representative of the Employee's Recognized Employee Organization, a legal representative or an uninvolved coworker at the request of the Employee.

12.8.2 The appeal hearing shall be conducted by a mutually agreed upon Hearing Officer. The Hearing Officer shall be paid for 50% by the appellant and 50% by the City, and shall be selected through a strike procedure administered by the Personnel Officer from a list of retired judges and justices prepared by the City. The Hearing Officer shall conduct a hearing of the matter within 45 days. The hearing shall be an opened or a closed session at the option of the appellant. The Hearing Officer shall file his/her recommendation with the City Council.

12.8.3 The City Council, sitting as a quasi-judicial body, shall review the entire record (including but not limited to the appellant's appeal, the City Manager's decision, and the Hearing Officer's recommendation) for conformance with City policy prior to rendering its decision. The review meeting shall be conducted in closed session. At the conclusion of the review meeting, the City Council shall render its decision to accept, reject or modify the Hearing Officer's final recommendation. The City Council shall notify the appellant of its decision in writing within 10 days after the meeting. The decision of the City Council shall be final.

12.9 Extension of Time. If both parties agree, the time limits may be waived for a specific period of time at any step in this appeal procedure.

12.10 Witness and Appellant Release Time. If any appeal hearing or review meeting is scheduled during the appellant's working hours, then neither the appellant nor any witnesses shall suffer loss of pay to present the appeal. This Section would not apply to the appellant for a Level One Hearing or a Level Two Hearing, if the level of discipline is as provided in Paragraph 12.4.3.4, as the appellant would already have been terminated.

13. SEPARATION FROM CITY EMPLOYMENT

All separation of Employees from City employment shall be designated as one of the following types: resignation, Layoff, medical condition, medical reasons, death, retirement, or Dismissal. Such separation shall be accomplished in the manner indicated below:

13.1 Resignation. An Employee, who is not otherwise covered by an employment agreement that contains a specific notice period, may terminate employment with the City and remain in good standing by filing with the Department Head a written resignation stating the effective date and reasons for leaving at least two weeks before the effective date. The Department Head may waive this time. The Department Head shall forward the resignation to the Personnel Officer for inclusion in the Employee's personnel file. Acceptance by the Department Head of an Employee's written notice of resignation shall be final.

13.2 Layoffs and Reemployment. Whenever in the judgment of the City Council, it becomes necessary to reduce the workforce in the interest of economy or because the necessity for a Position no longer exists, the City Council may abolish any Position or City employment and the Employee holding such Position or employment may be laid off without disciplinary action having been taken by the City. The Employee may file a Grievance seeking reconsideration.

13.2.1 Procedures for Layoffs. Layoffs of Employees within a Class shall be in the inverse order of seniority. No permanent Position shall be designated for Layoff until all Part-Time, Temporary (including temporary services) and Limited-Duration Employees working in the Class have been terminated. When a Position in a Class is to be eliminated, the Employee affected shall have the right to:

13.2.1.1 Displace an Employee with the least seniority in the same Class; or

13.2.1.2 Displace an Employee with the least seniority in a lower Class in the same series; or

13.2.1.3 Displace an Employee with the least seniority in a lower Class in which the affected Employee once held regular status. Prior-held Positions shall include those that have been re-titled but still exist. Seniority shall be calculated from the date of regular, full-time Appointment to the Class or series or to a higher Class or series. If, on that basis, two Employees have identical seniority, then the order of Layoffs shall be based on total continuous service with the City, as calculated from the initial date of hire in the earliest full-time, regular status Position held within the City. If both of the above factors are identical, the order of layoff shall be determined by drawing lots.

13.2.1.4To initiate a displacement, the affected Employee must request displacement action in writing to the City Manager within five Workdays of receipt of the notice of Layoff. Such displacements are only permissible if the Employee reasonably meets the qualifications of the new Class/Position, as determined by the Personnel Officer. Employees moving to a lower Class due to a Layoff shall be placed at the step within the Pay Range which represents the least loss of pay and in no event shall the Pay Rate be increased above that received in the Class from which the Employee was laid off. The Employee shall retain his/her prior Anniversary Date.

13.2.2 Exemptions. These Layoff procedures shall apply to all Positions of City employment except:

13.2.2.1Elective offices.

13.2.2.2Positions on appointive boards, commissions and committees.

13.2.2.3Persons under contract, including the City Attorney.

13.2.2.4Volunteer personnel who receive no regular compensation from the City.

13.2.2.5Executive Management.

13.2.2.6Part-Time, Temporary, Emergency, or Limited-Duration Employees.

13.2.3 Written Notice. Employees to be laid off shall be given written notice at least 30 calendar days prior to the effective date of the Layoff. Notice shall be served in person or by certified letter mailed to the last address on file with the Personnel Officer. Any Employee facing Layoff shall be given the opportunity to use up to five days accrued Sick Leave to seek other employment during the 30-day notification period.

13.2.4 Reemployment.

13.2.4.1The names of Regular and Probationary Employees laid off, displaced or demoted shall be placed upon reemployment lists for one year for those Classes requiring substantially the same qualifications, duties and responsibilities of the Class from which Layoff or Demotion in lieu of Layoff was made. Persons appointed to permanent Positions of the same level as the Position from which they were laid off, shall, upon such Appointments, be dropped from the list. Persons who refuse reemployment more than once shall be dropped from the list. Persons reemployed in a lower Class shall be continued on the list for the one-year period.

13.2.4.2Persons whose names are placed on reemployment lists in accordance with Subsection 13.2.4 of these Rules, and who are reemployed within the prescribed period, shall be regarded as having been on leave of absence during this period of absence and subject to the conditions of such leave.

13.2.4.3To be reemployed, an Employee must reasonably meet the qualifications of the new Class/Position. The Appointment shall be made without competitive Examination, but if the Appointment is to a different Class than that held prior to Layoff, the Appointment shall be subject to successful completion of probation.

13.2.5 Administrative Decisions. The City Manager is authorized to render decisions resolving questions of seniority, qualifications and such other determinations as may be required to implement these provisions. Such decisions shall be subject to the Grievance procedure, starting at Level Two.

13.3 Medical Condition, Medical Reason. Employees may be separated from City employment as a result of medical reasons because they are unable to continue employment. Medical reasons include, but are not limited to, Employees who suffer injury on or off duty resulting in incapacity to perform job duties, or whose medical condition precludes the performance of job duties.

13.4 Dismissal. With the exception of "at will" Employees, Employees may be discharged for just cause at any time by the Appointing Authority pursuant to the provisions of Chapter 12 of these Rules. Whenever it is the intention of the Appointing Authority to discharge an Employee, the Appointing Authority shall contact the Personnel Officer to ensure compliance with Chapter 12 of these Rules. Any permanent Employee, for whom the provisions of Chapter 12 of these Rules apply, shall be entitled to receive a written statement of the reasons for such action and to a hearing if he/she so requests, as provided in these Rules.

14. MISCELLANEOUS

14.1 Outside Employment. Employees may engage in outside employment, in addition to their City employment, only under the following conditions:

14.1.1 There shall be no conflict of interest or incompatibility with the Employee's City employment.

14.1.2 The time involved in outside employment shall not adversely affect the Employee's attitude or efficiency in his or her City employment.

14.1.3 No telephone calls or personal contacts concerning the outside employment shall be made during the hours of City employment.

14.1.4 Each Employee shall report all outside employment to his or her Department Head and shall secure the written approval of such Department Head prior to the commencement of outside employment.

14.2 Departmental Rules and Regulations. Each department has the responsibility to adopt such rules and regulations for his/her department as are necessary for the efficient operation of the department which at times will supplement these Rules. Such rules and regulations shall be submitted to the City Manager for approval and are equally as binding on Employees as these Rules.

14.3 Outside Activities. A full-time Employee may not carry on concurrently with his/her public service, any private business or undertaking attention to which affects the time and quality of his/her work or which casts discredit upon or creates embarrassment for the City government.

14.4 Administrative Regulations. The City Manager may make additional administrative policies to carry out or supplement these Rules or modify them where required by law.

14.5 Notification of Address. Each Employee, including an Employee on leave of absence, shall keep the Personnel Officer informed as to his/her current home address and mailing address.

14.6 Political Activity. Political activity of City Employees shall be governed by the Government Code as follows:

14.6.1 Government Code Section 3203 - Prohibition of Restrictions; Exceptions. Except as otherwise provided in this section, or as necessary to meet requirements of federal law as it pertains to a particular employee or employees, no restriction shall be placed on the political activities of any officer or employee of a state or local agency.

14.6.2 Government Code Section 3204 - Use of Office, Authority of Influence to Obtain Change in Position or compensation Upon Corrupt Condition or Consideration. No one who holds, or who is seeking election or appointment to any office or employment in a state or local agency shall, directly or indirectly, use, promise, threaten or attempt to use any office, authority, or influence, whether then possessed or merely anticipated, to confer upon or secure for any individual person, or to aid or obstruct any individual person in securing, or to prevent any individual person from securing, any position, nomination, confirmation, promotion, or change in

compensation or position, within the state or local agency, upon consideration or condition that the vote or political influence or action of such person or another shall be given or used in behalf of, or withheld from, any candidate, officer, or party or upon any other corrupt condition or consideration. This prohibition shall apply to urging or discouraging the individual Employee's action.

14.6.3 Government Code Section 3205 - Solicitation of Political Funds or Contributions from Other Officer or Employee of Local Agency. An officer or Employee of a local agency shall not, directly or indirectly, solicit political funds or contributions, knowingly, from other officers or Employees of the local agency or from persons on the employment list of the local agency. Nothing in this section prohibits an officer or Employee of a local agency from communicating through the mail or by other means requests for political funds or contributions to a significant segment of the public which may include officers or Employees of the local agency.

14.6.4 Government Code Section 3206 - Participation in Political Activities by Officer or Employee of Local Agency While in Uniform. No officer or Employee of a local agency shall participate in political activities of any kind while in uniform.

14.6.5 In accordance with Government Code Section 3207(a) no officer or Employee of the city shall engage in political activity during working hours.

14.6.6 In accordance with Government Code Section 3207(b) no political activity shall be conducted on the premises of the local agency.

14.6.7 Government Code Section 3209 - Soliciting or Receiving Political Funds or Contributions Related to Ballot Measure on Working Condition. Nothing in this section prevents an officer or Employee of a state or local agency from soliciting or receiving political funds or contributions to promote the passage or defeat of a ballot measure which would affect the rate of pay, hours of work, retirement, civil service, or other working conditions of officers or Employees of such state or local agency, except that a state or local agency may prohibit or limit such activities by its Employees during their working hours and may prohibit or limit entry into governmental offices for such purposes during working hours.

14.6.8 These Rules do not prevent any Employee from:

14.6.8.1Becoming or continuing to be a member of a political club or organization.

14.6.8.2Attending a political meeting.

14.6.8.3Seeking or accepting election or appointment to public office.

14.6.8.4Enjoying entire freedom from all interference in casting his/her vote.

14.7 Travel Authorization and Expense Reimbursement. The City Manager shall establish policies for the authorization and reimbursement procedure for both travel and non-travel expenses and educational expenses. These policies shall apply to all City officers and Employees, whether part-time, non-salaried or otherwise, including members of the City Council, Planning Commission, and all other members of City boards or commissions.

14.8 Harassment or Discrimination in the Workplace.

14.8.1 It is the policy of the City to provide equal opportunity to all Applicants and persons in the City Service, and to encourage diversity at all levels within the City. The City will not discriminate against any category protected by federal, state or local laws. All such discrimination is unlawful and all persons involved in the operations of the City are prohibited from engaging in this type of conduct.

14.8.2 The City will attempt to reasonably accommodate individuals with known disabilities in accordance with applicable federal and state laws unless doing so would create an undue hardship on the City. Any qualified Applicant or Employee with a disability who needs accommodation in order to apply for or perform the essential functions of the job should contact the Personnel Officer and request accommodation.

14.8.3 The City Manager shall establish policies and procedures to implement the policy that all Employees shall have a working environment free of unlawful harassment, discrimination or retaliation.

14.9 Drug, Alcohol and Controlled Substances Testing. The City Manager shall establish policies and procedures to implement testing for drugs, alcohol, or controlled substances as required by state or federal law.

14.10 Use of City Property. Except as otherwise provided, all City property, including vehicles, shall only be used by City Employees and for City business only. Individuals other than City Employees shall not be transported in City vehicles except those individuals required to be transported in connection with City business. Uses of City property except in connection with City business must be approved by the City Manager. City property shall not be used by City Employees for personal benefit or gain.

14.11 Employment of Relatives. No member of the Immediate Family of any City Employee or elected City official shall be appointed, transferred, promoted, demoted, reinstated or otherwise placed to any Position where one member of the Immediate Family would be subject to supervision, evaluation, disciplinary action or Dismissal by the other member of the Immediate Family, or where both individuals would be in the same department or facility and there is the potential for creating adverse impact on supervision, safety, security or morale or a potential conflict of interest. Upon request from the Department Head, the Personnel Officer may, after consideration of the circumstances, waive this prohibition when one or more of the affected Positions is a Part-Time or Temporary Position.

14.12 Marriage of Two Employees. If two Employees of the City marry, and their respective Positions would fall within the prohibitions contained in Section 14.11, the City shall attempt to make reasonable efforts to minimize problems of supervision, safety, security, morale or potential conflict of interest. If reasonable accommodation will not minimize such problems, the individuals involved will be given 30 days from the date of their marriage to decide which spouse will be transferred (consistent with these Rules) or chooses to resign. In the absence of a decision by the individuals within 30 days, the City shall make the decision regarding Transfer.

14.13 Severability and Prevailing Law. If any provision of these Rules is 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 these Rules shall not be affected thereby. In the event that any provision of these Rules is in conflict with existing law, such law shall prevail over that portion of these Rules.

15. APPLICATION OF THESE RULES TO CERTAIN AT-WILL EMPLOYEES

15.1 City Council Authorization. Pursuant to Suisun City Code Subsection 2.40.040(J) and Subsection 1.4.10 of these Rules, the City Council hereby authorizes the City Manager to apply certain provisions of these Rules to At-Will Employees as set forth in this Chapter.

15.2 Mandatory Application of Certain Chapters of these Rules to Executive Management Employees. Except where the specific application of these Rules would be inappropriate in the City Manager's opinion, the City Manager shall apply the following Chapters to the Executive Management group of Employees:

15.2.1 Chapter 1: Administration.

15.2.2 Chapter 2: Definitions.

15.2.3 Chapter 3: Classification Plan.

15.2.4 Chapter 4: Compensation Plan.

15.2.5 Chapter 5: Recruitment, Applications, and Applicants.

15.2.6 Chapter 7: Appointments.

15.2.7 Chapter 8: Hours of Work, Overtime/CTO and Holidays. Sections 8.3 and 8.4 shall not apply to the Executive Management group of Employees.

15.2.8 Chapter 9: Vacation Leave.

15.2.9 Chapter 10: Sick, Medical and Other Leaves.

15.2.10 Chapter 13: Separation from City Employment.

15.2.11 Chapter 14: Miscellaneous.

15.3 Conditional Application of Certain Chapters of these Rules to Executive Management Employees. Except where the specific application of these Rules would be inappropriate in the City Manager's opinion, the City Manager may apply the following Chapters to the Executive Management group of Employees:

15.3.1 Chapter 6: Examinations.

15.3.2 Chapter 11: Grievance Procedure.

15.4 Mandatory Application of Certain Chapters of these Rules to Professional/Technical Employees. Except where the specific application of these Rules would be inappropriate in the City Manager's opinion, the City Manager shall apply the following Chapters to the Professional/Technical group of Employees:

15.4.1 Chapter 1: Administration.

15.4.2 Chapter 2: Definitions.

15.4.3 Chapter 3: Classification Plan.

15.4.4 Chapter 4: Compensation Plan.

15.4.5 Chapter 5: Recruitment, Applications, and Applicants.

15.4.6 Chapter 7: Appointments.

15.4.7 Chapter 8: Hours of Work, Overtime/CTO and Holidays. Sections 8.3 and 8.4 shall not apply to Professional/Technical group of Employees.

15.4.8 Chapter 9: Vacation Leave.

15.4.9 Chapter 10: Sick, Medical and Other Leaves.

15.4.10 Chapter 12: Disciplinary Action.

15.4.11 Chapter 13: Separation from City Employment.

15.4.12 Chapter 14: Miscellaneous.

15.5 Conditional Application of Certain Chapters of these Rules to Professional/Technical Employees. Except where the specific application of these Rules would be inappropriate in the City Manager's opinion, the City Manager may apply the following Chapters to the Professional/Technical group of Employees:

15.5.1 Chapter 6: Examinations.

15.5.2 Chapter 11: Grievance Procedure.

15.6 Mandatory Application of Certain Chapters of these Rules to Emergency and Temporary Employees. Except where the specific application of these Rules would be inappropriate in the City Manager's opinion, the City Manager shall apply the following Chapters to Emergency, Temporary Employees:

15.6.1 Chapter 1: Administration.

15.6.2 Chapter 2: Definitions.

15.6.3 Chapter 3: Classification Plan.

15.6.4 Chapter 4: Compensation Plan.

15.6.5 Chapter 7: Appointments. Only Subsections 7.1.2, 7.1.3 and 7.1.4, as well as Sections 7.2, 7.3 and 7.4 shall apply to Emergency and Temporary Employees.

15.6.6 Chapter 10: Sick, Medical and Other Leaves. Only Sections 10.2, 10.3, 10.4, and 10.5 shall apply to Emergency and Temporary Employees.

15.6.7 Chapter 14: Miscellaneous.

Exhibit B: Suisun City Employees' Association Salary Schedule

Effective: July 3, 2015

Section 5 - General City Service

Job Class	Range	A Step		B Step		C Step		D Step		E Step	
		Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Computer Technician	545	$4,611	$26.60	$4,842	$27.93	$5,084	$29.33	$5,338	$30.80	$5,605	$ 32.33
Building Inspector I/II-II	521	$4,386	$25.30	$4,605	$26.57	$4,836	$27.90	$5,077	$29.29	$5,331	$ 30.76
Public Works Inspector	570	$4,386	$25.30	$4,605	$26.57	$4,836	$27.90	$5,077	$29.29	$5,331	$ 30.76
Youth Services Specialist	590	$4,092	$23.61	$4,297	$24.79	$4,511	$26.03	$4,737	$27.33	$4,974	$ 28.70
Senior Public Safety Dispatcher	530	$4,002	$23.09	$4,202	$24.24	$4,412	$25.46	$4,633	$26.73	$4,864	$ 28.06
Building Inspector I/II-I	520	$3,988	$23.01	$4,187	$24.16	$4,397	$25.37	$4,617	$26.63	$4,847	$ 27.97
Housing Specialist I/II-II	561	$3,731	$21.53	$3,918	$22.60	$4,113	$23.73	$4,319	$24.92	$4,535	$ 26.16
Public Safety Dispatcher I/II-II	526	$3,638	$20.99	$3,820	$22.04	$4,011	$23.14	$4,211	$24.30	$4,422	$ 25.51
Housing Specialist I/II-I	560	$3,554	$20.50	$3,732	$21.53	$3,918	$22.61	$4,114	$23.74	$4,320	$ 24.92
Administrative Assistant II	511	$3,554	$20.50	$3,732	$21.53	$3,918	$22.61	$4,114	$23.74	$4,320	$ 24.92
Recreation Coordinator	580	$3,465	$19.99	$3,638	$20.99	$3,820	$22.04	$4,011	$23.14	$4,212	$ 24.30
Accounting Technician	508	$3,452	$19.92	$3,625	$20.91	$3,806	$21.96	$3,996	$23.05	$4,196	$ 24.21
Senior Account Clerk	505	$3,452	$19.92	$3,625	$20.91	$3,806	$21.96	$3,996	$23.05	$4,196	$ 24.21
Senior Maintenance Worker	568	$3,398	$19.61	$3,568	$20.58	$3,746	$21.61	$3,934	$22.69	$4,130	$ 23.83
Fleet Mechanic	555	$3,398	$19.60	$3,568	$20.58	$3,746	$21.61	$3,934	$22.69	$4,130	$ 23.83
Public Safety Dispatcher I/II-I	525	$3,398	$19.60	$3,568	$20.58	$3,746	$21.61	$3,934	$22.69	$4,130	$ 23.83
Administrative Assistant I	510	$3,320	$19.15	$3,486	$20.11	$3,660	$21.12	$3,843	$22.17	$4,035	$ 23.28
Rec. Prog. & Admin. Coordinator	581	$3,320	$19.15	$3,486	$20.11	$3,660	$21.12	$3,843	$22.17	$4,035	$ 23.28
Maintenance Worker I/II-II	566	$3,237	$18.68	$3,399	$19.61	$3,569	$20.59	$3,747	$21.62	$3,935	$ 22.70
Community Services Officer I/II-II	536	$3,205	$18.49	$3,365	$19.41	$3,534	$20.39	$3,710	$21.40	$3,896	$ 22.48
Account Clerk III	503	$3,093	$17.84	$3,248	$18.74	$3,410	$19.67	$3,581	$20.66	$3,760	$ 21.69
Maintenance Worker I/II-I	565	$2,943	$16.98	$3,090	$17.83	$3,245	$18.72	$3,407	$19.66	$3,577	$ 20.64
Bldg Maintenance Worker I/II-II	516	$2,943	$16.98	$3,090	$17.83	$3,245	$18.72	$3,407	$19.66	$3,577	$ 20.64
Community Services Officer I/II-I	535	$2,912	$16.80	$3,058	$17.64	$3,210	$18.52	$3,371	$19.45	$3,540	$ 20.42
Account Clerk I/II-II	501	$2,812	$16.22	$2,953	$17.03	$3,100	$17.89	$3,255	$18.78	$3,418	$ 19.72
Office Assistant	509	$2,778	$16.03	$2,917	$16.83	$3,063	$17.67	$3,216	$18.55	$3,377	$ 19.48
Bldg Maintenance Worker I/II-I	515	$2,675	$15.43	$2,809	$16.20	$2,949	$17.01	$3,097	$17.87	$3,251	$ 18.76
Account Clerk I/II-I	500	$2,556	$14.75	$2,684	$15.48	$2,818	$16.26	$2,959	$17.07	$3,107	$ 17.92

Bold denotes benchmark class

***Exempt**

Exhibit B: Suisun City Employees' Association Salary Schedule

Effective: July 1, 2016

Section 5 - General City Service

Job Class	Range	A Step		B Step		C Step		D Step		E Step	
		Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Computer Technician	545	$4,703	$27.13	$4,938	$28.49	$5,185	$29.92	$5,445	$31.41	$5,717	$ 32.98
Building Inspector I/II-II	521	$4,474	$25.81	$4,697	$27.10	$4,932	$28.46	$5,179	$29.88	$5,438	$ 31.37
Public Works Inspector	570	$4,474	$25.81	$4,697	$27.10	$4,932	$28.46	$5,179	$29.88	$5,438	$ 31.37
Youth Services Specialist	590	$4,174	$24.08	$4,383	$25.28	$4,602	$26.55	$4,832	$27.88	$5,073	$ 29.27
Senior Public Safety Dispatcher	530	$4,082	$23.55	$4,286	$24.73	$4,500	$25.96	$4,725	$27.26	$4,962	$ 28.63
Building Inspector I/II-I	520	$4,068	$23.47	$4,271	$24.64	$4,485	$25.87	$4,709	$27.17	$4,944	$ 28.53
Housing Specialist I/II-II	561	$3,806	$21.96	$3,996	$23.05	$4,196	$24.21	$4,405	$25.42	$4,626	$ 26.69
Public Safety Dispatcher I/II-II	526	$3,711	$21.41	$3,896	$22.48	$4,091	$23.60	$4,296	$24.78	$4,510	$ 26.02
Housing Specialist I/II-I	560	$3,625	$20.91	$3,806	$21.96	$3,997	$23.06	$4,196	$24.21	$4,406	$ 25.42
Administrative Assistant II	511	$3,625	$20.91	$3,806	$21.96	$3,997	$23.06	$4,196	$24.21	$4,406	$ 25.42
Recreation Coordinator	580	$3,534	$20.39	$3,711	$21.41	$3,897	$22.48	$4,091	$23.60	$4,296	$ 24.78
Accounting Technician	508	$3,521	$20.31	$3,697	$21.33	$3,882	$22.40	$4,076	$23.52	$4,280	$ 24.69
Senior Account Clerk	505	$3,521	$20.31	$3,697	$21.33	$3,882	$22.40	$4,076	$23.52	$4,280	$ 24.69
Senior Maintenance Worker	568	$3,466	$20.00	$3,639	$21.00	$3,821	$22.05	$4,012	$23.15	$4,213	$ 24.31
Fleet Mechanic	555	$3,466	$20.00	$3,639	$21.00	$3,821	$22.05	$4,012	$23.15	$4,213	$ 24.31
Public Safety Dispatcher I/II-I	525	$3,466	$20.00	$3,639	$21.00	$3,821	$22.05	$4,012	$23.15	$4,213	$ 24.31
Administrative Assistant I	510	$3,386	$19.54	$3,556	$20.51	$3,734	$21.54	$3,920	$22.62	$4,116	$ 23.75
Rec. Prog. & Admin. Coordinator	581	$3,386	$19.54	$3,556	$20.51	$3,734	$21.54	$3,920	$22.62	$4,116	$ 23.75
Maintenance Worker I/II-II	566	$3,302	$19.05	$3,467	$20.00	$3,640	$21.00	$3,822	$22.05	$4,013	$ 23.15
Community Services Officer I/II-II	536	$3,269	$18.86	$3,433	$19.80	$3,604	$20.79	$3,784	$21.83	$3,974	$ 22.92
Account Clerk III	503	$3,155	$18.20	$3,313	$19.11	$3,478	$20.07	$3,652	$21.07	$3,835	$ 22.12
Maintenance Worker I/II-I	565	$3,002	$17.32	$3,152	$18.18	$3,310	$19.09	$3,475	$20.05	$3,649	$ 21.05
Bldg Maintenance Worker I/II-II	516	$3,002	$17.32	$3,152	$18.18	$3,310	$19.09	$3,475	$20.05	$3,649	$ 21.05
Community Services Officer I/II-I	535	$2,970	$17.14	$3,119	$17.99	$3,275	$18.89	$3,438	$19.84	$3,610	$ 20.83
Account Clerk I/II-II	501	$2,868	$16.55	$3,012	$17.37	$3,162	$18.24	$3,320	$19.16	$3,486	$ 20.11
Office Assistant	509	$2,834	$16.35	$2,975	$17.16	$3,124	$18.02	$3,280	$18.92	$3,444	$ 19.87
Bldg Maintenance Worker I/II-I	515	$2,729	$15.74	$2,865	$16.53	$3,008	$17.35	$3,159	$18.22	$3,317	$ 19.13
Account Clerk I/II-I	500	$2,607	$15.04	$2,737	$15.79	$2,874	$16.58	$3,018	$17.41	$3,169	$ 18.28

Bold denotes benchmark class

***Exempt**

Exhibit B: Suisun City Employees' Association Salary Schedule

Effective: December 30, 2016

Section 5 - General City Service

Job Class	Range	A Step		B Step		C Step		D Step		E Step	
		Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Computer Technician	545	$4,774	$27.54	$5,012	$28.92	$5,263	$30.36	$5,526	$31.88	$5,803	$ 33.48
Building Inspector I/II-II	521	$4,541	$26.20	$4,768	$27.51	$5,006	$28.88	$5,257	$30.33	$5,519	$ 31.84
Public Works Inspector	570	$4,541	$26.20	$4,768	$27.51	$5,006	$28.88	$5,257	$30.33	$5,519	$ 31.84
Youth Services Specialist	590	$4,236	$24.44	$4,448	$25.66	$4,671	$26.95	$4,904	$28.29	$5,149	$ 29.71
Senior Public Safety Dispatcher	530	$4,143	$23.90	$4,350	$25.10	$4,568	$26.35	$4,796	$27.67	$5,036	$ 29.05
Building Inspector I/II-I	520	$4,129	$23.82	$4,335	$25.01	$4,552	$26.26	$4,780	$27.57	$5,019	$ 28.95
Housing Specialist I/II-II	561	$3,863	$22.28	$4,056	$23.40	$4,259	$24.57	$4,472	$25.80	$4,695	$ 27.09
Public Safety Dispatcher I/II-II	526	$3,766	$21.73	$3,955	$22.82	$4,152	$23.96	$4,360	$25.15	$4,578	$ 26.41
Housing Specialist I/II-I	560	$3,679	$21.23	$3,863	$22.29	$4,057	$23.40	$4,259	$24.57	$4,472	$ 25.80
Administrative Assistant II	511	$3,679	$21.23	$3,863	$22.29	$4,057	$23.40	$4,259	$24.57	$4,472	$ 25.80
Recreation Coordinator	580	$3,587	$20.70	$3,767	$21.73	$3,955	$22.82	$4,153	$23.96	$4,360	$ 25.16
Accounting Technician	508	$3,574	$20.62	$3,753	$21.65	$3,940	$22.73	$4,137	$23.87	$4,344	$ 25.06
Senior Account Clerk	505	$3,574	$20.62	$3,753	$21.65	$3,940	$22.73	$4,137	$23.87	$4,344	$ 25.06
Senior Maintenance Worker	568	$3,518	$20.30	$3,694	$21.31	$3,879	$22.38	$4,072	$23.49	$4,276	$ 24.67
Fleet Mechanic	555	$3,518	$20.30	$3,694	$21.31	$3,879	$22.38	$4,072	$23.49	$4,276	$ 24.67
Public Safety Dispatcher I/II-I	525	$3,518	$20.30	$3,694	$21.31	$3,879	$22.38	$4,072	$23.49	$4,276	$ 24.67
Administrative Assistant I	510	$3,437	$19.83	$3,609	$20.82	$3,790	$21.86	$3,979	$22.96	$4,178	$ 24.10
Rec. Prog. & Admin. Coordinator	581	$3,437	$19.83	$3,609	$20.82	$3,790	$21.86	$3,979	$22.96	$4,178	$ 24.10
Maintenance Worker I/II-II	566	$3,351	$19.33	$3,519	$20.30	$3,695	$21.32	$3,880	$22.38	$4,073	$ 23.50
Community Services Officer I/II-II	536	$3,318	$19.14	$3,484	$20.10	$3,658	$21.11	$3,841	$22.16	$4,033	$ 23.27
Account Clerk III	503	$3,202	$18.47	$3,362	$19.40	$3,530	$20.37	$3,707	$21.39	$3,892	$ 22.46
Maintenance Worker I/II-I	565	$3,047	$17.58	$3,199	$18.46	$3,359	$19.38	$3,527	$20.35	$3,704	$ 21.37
Bldg Maintenance Worker I/II-II	516	$3,047	$17.58	$3,199	$18.46	$3,359	$19.38	$3,527	$20.35	$3,704	$ 21.37
Community Services Officer I/II-I	535	$3,015	$17.39	$3,166	$18.26	$3,324	$19.18	$3,490	$20.13	$3,665	$ 21.14
Account Clerk I/II-II	501	$2,911	$16.80	$3,057	$17.64	$3,210	$18.52	$3,370	$19.44	$3,539	$ 20.42
Office Assistant	509	$2,876	$16.59	$3,020	$17.42	$3,171	$18.29	$3,329	$19.21	$3,496	$ 20.17
Bldg Maintenance Worker I/II-I	515	$2,769	$15.98	$2,908	$16.78	$3,053	$17.62	$3,206	$18.50	$3,366	$ 19.42
Account Clerk I/II-I	500	$2,646	$15.27	$2,779	$16.03	$2,917	$16.83	$3,063	$17.67	$3,217	$ 18.56

Bold denotes benchmark class

***Exempt**

Exhibit B: Suisun City Employees' Association Salary Schedule

Effective: June 30, 2017

Section 5 - General City Service

Job Class	Range	A Step		B Step		C Step		D Step		E Step	
		Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Computer Technician	545	$4,845	$27.95	$5,088	$29.35	$5,342	$30.82	$5,609	$32.36	$5,890	$ 33.98
Building Inspector I/II-II	521	$4,609	$26.59	$4,839	$27.92	$5,081	$29.32	$5,335	$30.78	$5,602	$ 32.32
Public Works Inspector	570	$4,609	$26.59	$4,839	$27.92	$5,081	$29.32	$5,335	$30.78	$5,602	$ 32.32
Youth Services Specialist	590	$4,300	$24.81	$4,515	$26.05	$4,741	$27.35	$4,978	$28.72	$5,227	$ 30.15
Senior Public Safety Dispatcher	530	$4,205	$24.26	$4,416	$25.48	$4,636	$26.75	$4,868	$28.09	$5,112	$ 29.49
Building Inspector I/II-I	520	$4,191	$24.18	$4,400	$25.39	$4,620	$26.66	$4,851	$27.99	$5,094	$ 29.39
Housing Specialist I/II-II	561	$3,921	$22.62	$4,117	$23.75	$4,323	$24.94	$4,539	$26.18	$4,766	$ 27.49
Public Safety Dispatcher I/II-II	526	$3,823	$22.06	$4,014	$23.16	$4,215	$24.32	$4,426	$25.53	$4,647	$ 26.81
Housing Specialist I/II-I	560	$3,735	$21.55	$3,921	$22.62	$4,117	$23.75	$4,323	$24.94	$4,539	$ 26.19
Administrative Assistant II	511	$3,735	$21.55	$3,921	$22.62	$4,117	$23.75	$4,323	$24.94	$4,539	$ 26.19
Recreation Coordinator	580	$3,641	$21.01	$3,823	$22.06	$4,014	$23.16	$4,215	$24.32	$4,426	$ 25.53
Accounting Technician	508	$3,627	$20.93	$3,809	$21.97	$3,999	$23.07	$4,199	$24.23	$4,409	$ 25.44
Senior Account Clerk	505	$3,627	$20.93	$3,809	$21.97	$3,999	$23.07	$4,199	$24.23	$4,409	$ 25.44
Senior Maintenance Worker	568	$3,571	$20.61	$3,749	$21.63	$3,937	$22.71	$4,134	$23.85	$4,340	$ 25.04
Fleet Mechanic	555	$3,571	$20.60	$3,749	$21.63	$3,937	$22.71	$4,134	$23.85	$4,340	$ 25.04
Public Safety Dispatcher I/II-I	525	$3,571	$20.60	$3,749	$21.63	$3,937	$22.71	$4,134	$23.85	$4,340	$ 25.04
Administrative Assistant I	510	$3,489	$20.13	$3,663	$21.13	$3,846	$22.19	$4,039	$23.30	$4,241	$ 24.47
Rec. Prog. & Admin. Coordinator	581	$3,489	$20.13	$3,663	$21.13	$3,846	$22.19	$4,039	$23.30	$4,241	$ 24.47
Maintenance Worker I/II-II	566	$3,402	$19.62	$3,572	$20.61	$3,750	$21.64	$3,938	$22.72	$4,135	$ 23.85
Community Services Officer I/II-II	536	$3,368	$19.43	$3,536	$20.40	$3,713	$21.42	$3,899	$22.49	$4,094	$ 23.62
Account Clerk III	503	$3,250	$18.75	$3,413	$19.69	$3,583	$20.67	$3,763	$21.71	$3,951	$ 22.79
Maintenance Worker I/II-I	565	$3,093	$17.84	$3,247	$18.73	$3,410	$19.67	$3,580	$20.65	$3,759	$ 21.69
Bldg Maintenance Worker I/II-II	516	$3,093	$17.84	$3,247	$18.73	$3,410	$19.67	$3,580	$20.65	$3,759	$ 21.69
Community Services Officer I/II-I	535	$3,060	$17.65	$3,213	$18.54	$3,374	$19.46	$3,542	$20.44	$3,719	$ 21.46
Account Clerk I/II-II	501	$2,955	$17.05	$3,103	$17.90	$3,258	$18.80	$3,421	$19.73	$3,592	$ 20.72
Office Assistant	509	$2,919	$16.84	$3,065	$17.68	$3,218	$18.57	$3,379	$19.50	$3,548	$ 20.47
Bldg Maintenance Worker I/II-I	515	$2,811	$16.22	$2,952	$17.03	$3,099	$17.88	$3,254	$18.77	$3,417	$ 19.71
Account Clerk I/II-I	500	$2,686	$15.50	$2,820	$16.27	$2,961	$17.08	$3,109	$17.94	$3,265	$ 18.84

Bold denotes benchmark class

***Exempt**