

A G E N D A

REGULAR MEETING OF THE SUISUN CITY COUNCIL, REDEVELOPMENT AGENCY AND HOUSING AUTHORITY

TUESDAY, JUNE 7, 2011

7:00 P.M.

SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

(Next Ord. No. - 718)

(Next City Council Res. No. 2011 – 49)

(Next Redevelopment Agency Res. No. RA2011 – 23)

(Next Housing Authority Res. No. HA2011 – 03)

ROLL CALL

Council / Board Members

Pledge of Allegiance

Invocation

PRESENTATIONS/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

PUBLIC COMMENT

(Requests by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3 allowing 3 minutes to each speaker).

CONFLICT OF INTEREST NOTIFICATION

(Any items on this agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)

CONSENT CALENDAR

Consent calendar items requiring little or no discussion may be acted upon with one motion.

City Council

1. Council Adoption of Resolution No. 2011-___: Amending the Salary Resolution No. 2010-54 to Create the Job Class of Administrative Fire Captain – (Anderson).
2. Council Adoption of Resolution No. 2011-___: Approving the Memorandum of Understanding with the Suisun City Police Officers' Association – (Anderson).
3. Council Adoption of Resolution No. 2011-___: Authorizing the City Manager to Execute an Amendment to the Memorandum of Understanding with Solano County for the Provision of Animal Shelter Services – (Anderson).

Redevelopment Agency

4. Agency Adoption of Resolution No. RA 2011- ____: Accepting the Main Street West Partners, LLC, Public Improvement and Reimbursement Agreement as Complete and Authorizing the Notice of Completion for the Public Improvement and Reimbursement Agreement to be Recorded. – (Garben).

Joint City Council / Redevelopment Agency / Housing Authority

5. Council/Agency/Commission Approval of the Minutes of the Regular and Special Meetings of the Suisun City Council, Redevelopment Agency Board and Housing Authority Board held on May 3, 2011, May 17, 2011, and May 31, 2011 – (Hobson).

GENERAL BUSINESSCity Council

6. Council Adoption of Resolution No. 2011-____: Approving Comprehensive Revisions of the Personnel Rules and Regulations/Administrative Directive No. 7: Resolution No. 2002-12 – (Anderson).
7. Council Adoption of Resolution No. 2011-____: Providing Confirmation of the Grizzly Island Trail Concept Design and Authorization to Prepare Bid Documents – (Kasperson).

PUBLIC HEARINGS:**REPORTS: (Informational items only.)**

8. City Manager/Executive Director/Staff –
9. Mayor/Council -Chair/Boardmembers

ADJOURNMENT

A complete packet of information containing Staff Reports and exhibits related to each item is available for public review at least 72 hours prior to a Council /Agency/authority Meeting or, in the event that it is delivered to the Council/Boardmembers less than 72 hours prior to a Council/Agency/Authority Meeting, as soon as it is so delivered. The packet is available for review in the City Manager's Office during normal business hours.

PLEASE NOTE:

1. *The City Council hopes to conclude its public business by 11:00 P.M. Ordinarily, no new items will be taken up after the 11:00 P.M. cutoff and any items remaining will be agendized for the next meeting. The agendas have been prepared with the hope that all items scheduled will be discussed within the time allowed.*
2. *Suisun City is committed to providing full access to these proceedings; individuals with special needs may call 421-7300.*
3. *City Council agendas are posted at least 72 hours in advance of regular meetings at:*

*City Hall
701 Civic Center Boulevard*

*Fire Station
621 Pintail Drive*

*Senior Center
318 Merganser Drive*

AGENDA TRANSMITTAL

MEETING DATE: June 7, 2011

CITY AGENDA ITEM: Council Adoption of Resolution No. 2011-__: Amending the Salary Resolution No. 2010-54 to Create the Job Class of Administrative Fire Captain.

FISCAL IMPACT: There would be no fiscal impact at this time. Any adjustments to compensation would be as the result of the meet and confer process with the Suisun City Management and Professional Employees' Association.

BACKGROUND: The job class of Fire Captain – Station Officer was created as a result of the Classification and Compensation Plan (CCP), which was adopted in 2007.

STAFF REPORT: Since the adoption of the CCP, the incumbents in the two positions assigned to the job class of Fire Captain – Station Officer have experienced an accretion supervisory of duties and responsibilities that would be beyond the scope of the current job classification. Staff raised the issue during negotiations with the Suisun City Employees' Association, and the parties agreed that the two incumbents would more properly be represented by the Suisun City Management and Professional Employees' Association.

Staff then met with the President of Suisun City Management and Professional Employees Association, who agreed that the reclassification was appropriate.

Staff then met with the two incumbents, who agreed that the reclassification would be appropriate and that the refinement of compensation was more appropriately handled during negotiations with Suisun City Management and Professional Employees' Association, which is underway. Under the Personnel Rules and Regulations (AD 7), the Personnel Officer has the authority to reclassify an employee from one job class to another, however the only the City Council has the authority to create a job class through the amendment of the Salary Resolution.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2011-__: Amending the Salary Resolution No. 2010-54 to Create the Job Class of Administrative Fire Captain.

ATTACHMENTS:

1. Resolution No. 2011-__: Amending the Salary Resolution No. 2010-54 to Create the Job Class of Administrative Fire Captain.

PREPARED BY:

Ronald C. Anderson, Jr., Assistant City Manager

REVIEWED/APPROVED BY:

Suzanne Bragdon, City Manager

RESOLUTION NO. 2011-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN
AMENDING THE SALARY RESOLUTION NO. 2010-54 TO CREATE
THE JOB CLASS OF ADMINISTRATIVE FIRE CAPTAIN**

WHEREAS, the incumbents in the two positions assigned to the job class of Fire Captain – Station Officer have experienced an accretion supervisory of duties and responsibilities that would be beyond the scope of the current job classification; and

WHEREAS, the Suisun City Employees' Association, the Suisun City Management and Professional Employees' Association, the Personnel Officer, and the incumbents agree that the appropriate job class should be Administrative Fire Captain.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Suisun that the job class of Administrative Fire Captain is hereby approved, with the understanding that the two incumbents shall be reclassified by the Personnel Officer to the job class of Administrative Fire Captain effective June 8, 2011, and that the Salary Resolution No. 2010-54 shall hereby be replaced by the exhibit attached hereto.

PASSED AND ADOPTED by the City Council of the City of Suisun City at a regular meeting thereof held on the 7th day of June, 2011 by the following vote:

AYES: COUNCILMEMBERS
NOES: COUNCILMEMBERS
ABSENT: COUNCILMEMBERS
ABSTAIN: COUNCILMEMBERS

WITNESS my hand and seal of the said City this 7th day of June, 2011.

**LINDA HOBSON, CMC
CITY CLERK**

SALARY SCHEDULE

Exhibit A

Effective: January 1, 2010

Section 1 - Executive Management

Job Class	Range	Starting		Ending	
		Monthly	Hourly	Ending	Hourly
City Manager	100	\$ 13,784	\$ 79.52	\$ 13,784	\$ 79.52
Assistant City Manager/Admin. Services	105	\$ 8,533	\$ 49.23	\$ 11,519	\$ 66.46
Building & Public Works Director	123	\$ 7,520	\$ 43.38	\$ 10,152	\$ 58.57
Public Works Director/City Engineer	120	\$ 7,520	\$ 43.38	\$ 10,152	\$ 58.57
Community Development Director	130	\$ 6,705	\$ 38.68	\$ 9,052	\$ 52.22
Economic Development Director	125	\$ 6,705	\$ 38.68	\$ 9,052	\$ 52.22
Chief Building Official	135	\$ 6,705	\$ 38.68	\$ 9,052	\$ 52.22
Recreation & Community Services Director	140	\$ 6,705	\$ 38.68	\$ 9,052	\$ 52.22
Fire Chief	115	\$ 6,705	\$ 38.68	\$ 9,052	\$ 52.22

SALARY SCHEDULE

Exhibit A

Effective: January 1, 2010

Section 2 - Police Management

Job Class	Range	Starting		Ending	
		Monthly	Hourly	Ending	Hourly
Police Chief	110	\$ 7,520	\$ 43.38	\$ 10,152	\$ 58.57
Police Commander	255	\$ 6,410	\$ 36.98	\$ 8,653	\$ 49.92

SALARY SCHEDULE

Exhibit A

Effective: June 8, 2011

Section 3 - Professional/Technical

Job Class	Range	Starting		Ending	
		Monthly	Hourly	Ending	Hourly
Assistant City Engineer	210	\$ 6,433	\$ 37.11	\$ 8,685	\$ 50.11
Financial Services Manager	225	\$ 5,587	\$ 32.23	\$ 7,542	\$ 43.51
Police Support Services Manager	270	\$ 5,361	\$ 30.93	\$ 7,238	\$ 41.76
Assistant/Associate Engineer- Associate	221	\$ 5,361	\$ 30.93	\$ 7,238	\$ 41.76
Fire Division Chief	237	\$ 5,361	\$ 30.93	\$ 7,238	\$ 41.76
Public Works Superintendent	265	\$ 5,361	\$ 30.93	\$ 7,238	\$ 41.76
Project Manager	260	\$ 4,879	\$ 28.15	\$ 6,587	\$ 38.00
Senior Accountant	205	\$ 4,879	\$ 28.15	\$ 6,587	\$ 38.00
Senior Building Inspector	215	\$ 4,879	\$ 28.15	\$ 6,587	\$ 38.00
Assistant/Associate Engineer-Assistant	220	\$ 4,874	\$ 28.12	\$ 6,580	\$ 37.96
Assistant/Associate Planner-Associate	251	\$ 4,647	\$ 26.81	\$ 6,274	\$ 36.20
Management Analyst I/II-II	236	\$ 4,647	\$ 26.28	\$ 6,274	\$ 36.20
Housing Manager	230	\$ 4,467	\$ 25.77	\$ 6,031	\$ 34.79
Info. Technology Systems Administrator	275	\$ 4,467	\$ 25.77	\$ 6,031	\$ 34.79
Marketing Manager	245	\$ 4,243	\$ 24.48	\$ 5,727	\$ 33.04
Accountant	200	\$ 4,225	\$ 24.38	\$ 5,703	\$ 32.90
Assistant/Associate Planner-Assistant	250	\$ 4,225	\$ 24.38	\$ 5,703	\$ 32.90
Management Analyst I/II-I	235	\$ 4,225	\$ 24.38	\$ 5,703	\$ 32.90
Marina Supervisor	240	\$ 4,225	\$ 24.38	\$ 5,703	\$ 32.90
Administrative Fire Captain	238	\$ 4,173	\$ 19.45	\$ 5,072	\$ 23.65

Bold denotes benchmark class

SALARY SCHEDULE

Exhibit A

Effective: July 1, 2010

Section 4 - Police Non-Management

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

Bold denotes benchmark class

SALARY SCHEDULE

Exhibit A

Effective: January 1, 2010

Section 5 - General City Service

Job Class	Range	A Step		B Step		C Step		D Step		E Step	
		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
Public Works Supervisor	575	\$ 4,173	\$24.08	\$ 4,382	\$25.28	\$ 4,601	\$26.54	\$ 4,831	\$27.87	\$ 5,072	\$29.26
Fire Captain - Station Officer	550	\$ 4,173	\$19.45	\$ 4,382	\$20.43	\$ 4,601	\$21.45	\$ 4,831	\$22.52	\$ 5,072	\$23.65
Sec to City Mgr/Dep City Clerk	300	\$ 4,115	\$23.74	\$ 4,321	\$24.93	\$ 4,537	\$26.17	\$ 4,764	\$27.48	\$ 5,002	\$28.86
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 Com. & Rec. Technician	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
Recreation Supervisor	585	\$ 3,746	\$21.61	\$ 3,933	\$22.69	\$ 4,130	\$23.83	\$ 4,336	\$25.02	\$ 4,553	\$26.27
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
Com. & Rec. Technician 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
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	\$ 3,569	\$20.59	\$ 3,747	\$21.62	\$ 3,935	\$22.70	\$ 4,131	\$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
Com. & Rec. Technician 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
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
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

SALARY SCHEDULE

Exhibit A

Effective: July 1, 2010

Section 6 - Temporary/Hourly

Job Class	Range	A	B	C	D	E
Traffic Engineer - Temp	959	\$85.00				
Economic Development Consultant	955	\$65.00				
Assistant Engineer - Temp	900	\$19.05	\$20.00	\$21.00	\$22.05	\$23.15
Police Officer - Temp	905	\$16.28	\$17.09	\$17.94	\$18.84	\$19.78
Firefighter - Temp	910	\$16.28	\$17.09	\$17.94	\$18.84	\$19.78
Maintenance Worker II - Temp	916	\$16.28	\$17.09	\$17.94	\$18.84	\$19.78
Communications & Records Tech I - Temp	920	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14
Administrative Assistant I - Temp	925	\$15.44	\$16.21	\$17.02	\$17.87	\$18.76
Community Services Officer I/II-I - Temp	930	\$14.79	\$15.53	\$16.31	\$17.13	\$17.98
Maintenance Worker I - Temp	915	\$14.79	\$15.53	\$16.31	\$17.13	\$17.98
Recreation Specialist Supervisor	939	\$13.95	\$14.65	\$15.38	\$16.15	\$16.96
Building Maintenance Worker I/II-I - Temp	914	\$13.45	\$14.12	\$14.83	\$15.57	\$16.35
Office Assistant - Temp	926	\$12.68	\$13.32	\$13.98	\$14.68	\$15.42
Recreation Specialist III	937	\$12.68	\$13.32	\$13.98	\$14.68	\$15.42
Recreation Specialist II	936	\$11.53	\$12.11	\$12.71	\$13.35	\$14.01
Financial Services Intern	951	\$11.53	\$12.11	\$12.71	\$13.35	\$14.01
Planning/Public Works Intern	945	\$11.53	\$12.11	\$12.71	\$13.35	\$14.01
Computer Systems Intern	950	\$11.53	\$12.11	\$12.71	\$13.35	\$14.01
Recreation Specialist I	935	\$10.48	\$11.00	\$11.55	\$12.13	\$12.74
Recreation Leader/Building Attendent III	943	\$9.68	\$10.16	\$10.67	\$11.21	\$11.77
Recreation Leader/Building Attendent II	942	\$8.80	\$9.24	\$9.70	\$10.19	\$10.70
Recreation Leader/Building Attendent I	941	\$8.00	\$8.40	\$8.82	\$9.26	\$9.72
Recreation Leader Trainee	940	\$7.27	\$7.64	\$8.02	\$8.42	\$8.84

AGENDA TRANSMITTAL

MEETING DATE: June 7, 2011

CITY AGENDA ITEM: Council Adoption of Resolution No. 2011-__: Approving the Memorandum of Understanding with the Suisun City Police Officers' Association.

FISCAL IMPACT: During the term of the MOU, it is anticipated that the negotiated changes will be cost neutral to the City.

BACKGROUND: On December 18, 2007, the City Council approved the Memorandum of Understanding (MOU) with the Suisun City Police Officers' Association (SCPOA) for the period January 1, 2008 through December 31, 2010. The agreement expired on December 31, 2011, however under state law the terms of that agreement remained in effect as the Parties negotiated a successor agreement.

STAFF REPORT: Given the current economic situation, the Parties have met and conferred and agreed on a successor agreement with the following provisions:

- Freeze the allocation of Senior Officers at four and "grandfather" Master Sergeant and Master Officer participants in the Assignment Pay Program.
 - Provide Officer-in-Charge (OIC) Assignment Pay of 2.5 percent when a Police Officer serves as the OIC for at least one hour.
 - Use a Hearing Officer to hear appeals of Major Disciplinary Actions.
 - Extend the period of time that an employee may remain on the same watch from 12 months to 18 months.
 - Meet and confer on the impact of the elimination of the Redevelopment Agency, by the State, if necessary.
 - Provide a "signing bonus" of \$250 per quarter during the term of the MOU.
 - Minor "clean-up" language throughout the MOU.
-

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2011-__: Approving the Memorandum of Understanding with the Suisun City Police Officers' Association authorizing the City Manager to execute the MOU on the City's behalf.

ATTACHMENTS:

1. Resolution No. 2011-__: Approving the Memorandum of Understanding with the Suisun City Police Officers' Association.

PREPARED BY:

Ronald C. Anderson, Jr., Assistant City Manager

REVIEWED/APPROVED BY:

Suzanne Bragdon, City Manager

RESOLUTION NO. 2011-__

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

WHEREAS, the City has met and conferred in good faith with Suisun City Police Officers' Association and has agreed to amend the Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Suisun:

THAT the amended Memorandum of Understanding with the Suisun City Police Officers' Association is hereby approved; and

THAT the City Manager is authorized to execute the MOU on the City's behalf.

PASSED AND ADOPTED by the City Council of the City of Suisun City at a regular meeting thereof held on the 7th day of June, 2011 by the following vote:

AYES: COUNCILMEMBERS
NOES: COUNCILMEMBERS
ABSENT: COUNCILMEMBERS
ABSTAIN: COUNCILMEMBERS

WITNESS my hand and seal of the said City this 7th day of June, 2011.

**LINDA HOBSON, CMC
CITY CLERK**

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

**January 1, 2011
through
December 31, 2011**

June 7, 2011

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

This Agreement signed on the __th day of June, 2011, is entered into as of January 1, 2011, between the City of Suisun City, (hereinafter "City"), and the Suisun City Police Officers' Association, (hereinafter "SCPOA").

Pursuant to Government Code Section 3500 *et seq.* and the City of Suisun City Employer/Employee Relations Resolution No. 74-33, the following represents the Agreement reached between the City and the SCPOA, the terms of which will apply to current employees on the date of ratification and effective January 1, 2011 through December 31, 2011.

UNDERSTANDING AND AGREEMENTS

ARTICLE I – RECOGNITION

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

ARTICLE II – REDUCTION IN WORK FORCE

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

ARTICLE III – MANAGEMENT RIGHTS AND RESPONSIBILITIES

- A.** The SCPOA recognizes and agrees that the City Council of the City of Suisun City (hereinafter “City Council”), on its own behalf and on the behalf of the electorate of the City through its bona fide agents, retains and reserves unto itself, limited only by the articles of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it, express or implied, by the laws and the Constitutions of the State of California and of the United States of America.
- B.** The SCPOA recognizes and agrees that the exercise of the foregoing powers, rights, authority, duties and responsibilities by the City Council, the adoption of the policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by specific and expressed terms of this Agreement.
- C.** The SCPOA recognizes and agrees that the City Council's powers, rights, authority, duties, and responsibilities include, but without limiting the generality of the foregoing, the exclusive right to manage, plan, organize, staff, direct and control; to determine levels of service; to establish and change standards; to determine solely the extent to which the facilities of any department thereof shall be operated, including the outside purchase of products or services; the right to introduce new, or improved methods and facilities; and to otherwise take any action desired to run the entire operation efficiently, except as modified by the meet and confer requirement and this Agreement.
- D.** Any material conflict between this Agreement and approved policies and procedures shall be resolved through the meet and confer process by the City Manager and the SCPOA. Until such resolution, the approved City policies and procedures shall take precedence.
- E.** Those sections of the City Personnel Regulations, as adopted by Resolution No. 96-65 and amended by Resolution No. 2011-___, which directly relate to employee benefits, are incorporated by reference into this Agreement.

ARTICLE IV – SUPPORT OF AGREEMENT

- A.** During the term of this Agreement, the City agrees not to negotiate with any other organization on matters upon which the SCPOA is the exclusive representative and which is within its scope of representation.
- B.** The SCPOA agrees to negotiate only with the representative officially designated by the City to act on its behalf.

ARTICLE V – COMPENSATION

- A.** **Base Salary** – Effective January 1, 2011, or as otherwise indicated in Appendix A, the City will provide the Base Salary hourly compensation that is indicated in Appendix A for the job class of Police Sergeant and the job class of Police Officer.

- B. One-Time Signing Bonus** – A one-time “signing bonus” of \$1,000 per covered employee is hereby granted. This amount will be non-PERS income, and it will not affect the Salary Schedule. It will be paid in quarterly installments of \$250 to all covered employees who are on the City payroll on the date that this Agreement is ratified and are still on the payroll on April 1, 2011, July 1, 2011, and October 1, 2011. Each \$250 check will be made as a separate check without any withholding, however the compensation will be reflected in each employee’s total annual earnings subject to income taxes at the end of the year.
- C. Cost-of-Living Adjustments (COLAs)** – COLAs shall become effective and be applied as of the first full pay period of the period in question. For example if a COLA were to be granted effective January 1, 2011, the first full pay period will begin on January 14, 2011. This proposal is intended to partially compensate for the 0.30 weeks per year (one and one-quarter days) not included in the conversion of monthly accruals to bi-weekly accruals or the conversion of annual salaries to bi-weekly pay periods.
- D. POST Certificate Pay** – During the term of this Agreement, Certificate Pay shall be provided for employees who have earned a Peace Officer Standards and Training, (hereinafter “POST”) Intermediate Certificate and POST Advanced Certificate shall be granted with the pay period immediately following receipt of the certification from POST effective the issue day of the certificate. The City agrees to pay Certificate Pay in an amount equal to 5.0 percent of Base Salary for Police Officers and Police Sergeants who have earned a POST Intermediate Certificate, and the City agrees to pay Certificate Pay in an amount equal to 5.0 percent of Base Salary plus POST Intermediate Certificate Pay for Police Officers and Police Sergeants who have earned a POST Advanced Certificate. Appendix A displays the Regular Salaries that include the adjustments for Certificate Pay and Assignment Pay.
- E. Merit Increases** – All employees who have successfully completed 12 months service will be eligible for a merit increase. Advancement within a salary range shall not be automatic. All increases shall be based on merit on an annual basis as established by anniversary date. Employees who are not at the top step of their pay range shall be eligible to advance to the next step in the range, subject to a performance evaluation and the Police Chief’s recommendation.
- F. Acting Pay** – The City will provide Acting Pay of 5.0 percent for a Police Officer assigned to work as an acting Police Sergeant.
- G. Field Training Officer Assignment Pay** – Police Officers, who are certified FTO Trainers, shall be afforded FTO Assignment Pay while they are training a regular or reserve officer. At no time shall FTO Assignment Pay for one or more FTOs who are training the same trainee for one shift exceed the total hours worked by the trainee during that shift. FTO Assignment Pay shall be calculated as an hourly rate equivalent to 5.0 percent of the applicable E Step Police Officer Regular Salary.

- H. Officer-in-Charge Assignment Pay** – Police Officers, who are not receiving Advanced Assignment Pay, shall be afforded OIC Assignment Pay while they are serving as the Officer in Charge (OIC) in the absence of a Police Sergeant for a period of at least one hour. OIC Assignment Pay shall be calculated as an hourly rate equivalent to 2.5 percent of the applicable E Step Police Officer Regular Salary.
- I. Advanced Assignment Pay** – The Parties have agreed to an amended Advanced Assignment and Career Development Program that has been codified as Administrative Directive 07-003. This program will continue to include a Senior Police Officer Program. Employees who qualify and are selected for this program will receive Advanced Assignment Pay that will involve advancing to the next step in the range and adjusting their anniversary date to coincide with the date of their advanced assignment. In the case of the Senior Police Officer, a sixth step (F Step) shall be added to the Regular Salary range.
- J. Bilingual Pay** – An employee fluent in Spanish, Tagalog or other language, the use of which the City Manager has determined to be of benefit to the City (based on the recommendation of the Police Chief), shall be paid \$100.00 per month upon written approval by the City Manager. Fluency shall be certified by a test administered through the Human Resources office. A certified employee shall request Bilingual Pay on a form approved by the City Manager.

ARTICLE VI – SURVIVOR BENEFITS

A. Group Life Insurance

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

B. Survivor Retirement Benefits

The City agrees to continue to provide Level 4, Survivor Benefits through Public Employees Retirement System, (hereinafter “PERS”).

ARTICLE VII – HOURS OF WORK

A. Workweek/Workday

1. For full-time employees the normal workweek will be 40.0 hours of five consecutive days within any seven-day period, and the workday will be 8.0 hours within any 24-hour period. This does not prohibit the City from extending the workday or workweek pursuant to the Overtime provisions of this Agreement.
2. The workweek will begin on Friday and end on Thursday of each week.
3. The Parties agree that if an employee is assigned to a 4-10 alternative work schedule (hereinafter “AWS”), that employee shall have a normal workweek of 40.0 hours or four consecutive days within any seven-day period, and the workday will be 10.0 hours. Time worked in excess of 10.0 hours per day shall be subject to the Overtime provisions of this Agreement.

4. The Parties agree to meet and confer regarding work hours and related Overtime provisions of alternative work schedules such as the 3-12 plan. A side letter will be utilized to document the understanding of the Parties regarding such AWS.
5. The Parties agree to meet and confer regarding work hours and related Overtime provisions of alternative work schedules such as the 9-80 plan. A side letter will be utilized to document the understanding of the Parties regarding such AWS.

B. Overtime Pay

For the purpose of Overtime and minimum time calculations, an employee may not be paid twice for the same time period. If time periods overlap, the time shall be calculated as a continuous work period.

1. The City agrees to compensate employees scheduled for five days, 8.0 hours per day, in the workweek, or four days, 10.0 hours per day if assigned to a 4-10 schedule, at a rate of one and one-half times the employees' regular rate (hereinafter "Overtime Rate") for each hour of work required in excess of their scheduled hours per workday or 40.0 hours per workweek.
2. Employees shall be compensated at the Overtime Rate for work assigned in excess of the regularly scheduled work hours.
3. All time on paid leave status will be considered hours worked for the purpose of computing Overtime.
4. Work schedules may be temporarily realigned for employees attending Job-Related Training. Consistent with the realigned work schedule, employees traveling to and from such training outside of those work hours, minus the time it would take to drive to and from their residence to the SCPD, shall be compensated by the City. The employee shall receive written approval in advance for such compensated travel.

C. Flex Time

Time worked in excess of the employee's regularly scheduled workday may be taken as "flex time" on an hour-for-hour basis provided that:

1. The time is taken within the same workweek that it is earned; and
2. The determination that such time is considered "flex time" is mutually agreed upon by the employee and the employee's supervisor; and
3. The supervisor adjusts the posted work schedule.

D. Range Qualification

With the prior approval of an employee's supervisor, range qualifications on off-duty hours shall be paid at the Overtime Rate for a minimum of 2.0 hours. The time shall be in the form of a cash payment or compensatory time off (hereinafter "CTO") at the employee's option.

E. Court Appearances

1. Employees who are required to appear in court during off-duty hours as a result of an event arising from their official duties shall be compensated for their appearance in court at the Overtime Rate. The Court Appearance Minimum shall be 4.0 hours at the Overtime rate. The Court Appearance Minimum shall not overlap with compensation for any regularly scheduled duty time.
2. If the court appearance is required during the employee's assigned duty shift (watch) and the court appearance causes an employee to extend beyond his/her regular scheduled end of watch time, such extended time shall be considered an extension of the duty shift.
3. Time for court appearances shall be computed from sign in until time released.
4. The Court Appearance Minimum shall be granted to an employee if the court appearance is not canceled at least 1.0 hour prior to time of appearance.
5. Except as otherwise provided in Article VIII, Court Appearance compensation shall be in the form of a cash payment or CTO at the employee's option.

F. Call-Back Pay

1. All employees, who are required to return to work outside of their normal working hours, shall receive Call-Back Pay at the Overtime Rate for a minimum of 2.0 hours.
2. If the call-back time is not canceled prior to the employee's arrival for duty, the employee shall be compensated for a minimum of 2.0 hours at the Overtime Rate.
3. This form of compensation applies to a situation where an employee is required to appear before or attend a City or Department board, committee, or any other function, with the following exceptions:
 - a. If an employee requests a meeting, or appears as an applicant before any board, committee, etc., the employee shall not receive any type of compensation for such activities.
 - b. If an employee is called back due to times or details missing from a report of enough importance that it cannot wait until the employee's next assigned shift, the employee will not be compensated for a "call back" under this section. The employee will be compensated only at the applicable Overtime Rate for the actual time spent completing the report.
4. Compensation for call-back time shall be the form of a cash payment or CTO at the option of the employee.

G. Work Schedule

1. Except as provided in Subsection 4 of this Section, the City shall not reschedule an employee's shift to split the employee's days off. If an employee requests a shift change with another employee, this shall not be considered a rescheduling by the City and the employee shall not be paid at the Overtime Rate.

2. Except as provided in Subsection 4 of this Section, in the event the City changes an employee's regularly scheduled shift without at least five days' notice, those hours shall be paid at the Overtime Rate. Notice shall consist of oral notification or written notification placed in the employee's shift box.
3. Except as provided in Subsection 4 of this Section, in the event the City assigns or schedules an employee to work a shift with notice of fewer than twelve hours between his/her last assigned shift or scheduled duty, then the second shift shall be paid at the Overtime Rate.
4. The exceptions to Subsections 1, 2 and 3 of this Section are as follows:
 - a. Employee-requested shift changes.
 - b. Changes made in the schedule of an employee assigned to a training function.
 - c. A general departmental shift change.
 - d. Employees assigned to a short-term, non-patrol function such as: boat patrol, crime suppression, major incident call outs, DUI checkpoints, and SWAT.
 - e. Time already compensated under the Overtime provisions of this Article.
5. Employees will be given the opportunity to indicate shift preference on a seniority basis. When making shift assignments, the Department shall consider such preferences, but they shall not be binding. Employees may remain on the same shift for up to 18 months.

H. Stand-By Pay

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

I. Bereavement/Compassionate Leave

1. Approval of Bereavement Leave. Every employee shall obtain Police Chief's approval for an absence due to the death of an Immediate Family member. 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. Determination/Maximum. Each employee is entitled to Bereavement Leave, following the death of a member of the Immediate Family as defined in Paragraph 2.25 of these Rules. Except as provided in Subsection 3 of this Section, Bereavement Leave is a form of paid leave that shall not reduce an Employee's paid leave balances. Based on a recommendation from the Police Chief, the City

Manager shall determine the length of time that an employee may be off work to attend memorial services on Bereavement Leave, which shall not exceed five days. 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.

3. Additional Bereavement Leave. If additional time is needed, the Employee may request the use of accrued Vacation Leave, Holiday Leave, CTO, or may request an unpaid Leave of Absence. Such request shall be made to the Police Chief.
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.
5. Catastrophic Leave-Sharing Program. This program is codified in Administrative Directive 10, which shall be incorporated into the Agreement by this reference.

J. Vacation Leave

Since a number of employees covered by this Agreement have exceeded the maximum Vacation Leave balance of 240.0 hours without suffering the consequence of stopping accrual, the Parties have agreed that the balances will be reduced to 20.0 hours below the maximum allowed by December 31, 2007, by converting them to Holiday Leave for up to 96.0 hours on an hour-for-hour basis, or by having them paid off. Further the Parties agree that the maximum accrual for employees over 15 years will be raised to 320 hours effective December 31, 2007. Beginning January 1, 2008, two pay periods before an employee's Vacation Leave accumulation would exceed the maximum, the City will notify the employee. The employee must request Vacation Leave of at least 40.0 hours. If the City does not grant such request, the employee may request a payoff of no more than 80.0 hours of Vacation Leave. Failure on the part of the employee to pursue one of these options shall result in the payoff of 40.0 hours of Vacation Leave by the City.

ARTICLE VIII – COMPENSATORY TIME OFF (CTO)

- A. Except as otherwise provided in this Article, an employee shall have the discretion to have the compensation for hours worked on an Overtime basis credited as CTO or paid Overtime. The maximum accumulation of CTO is as follows: the first 10 years of City service: 120.0 hours; over 10 years of City service: 160.0 hours. Any Overtime worked in excess of these limits shall be compensated on a paid basis. Any employee who has a balance in excess of the amounts indicated in this section at the effective date of this Agreement must comply with these limits within one year, or the difference shall be paid to bring the employee into compliance with these limits. Employees shall schedule time off using CTO only with prior Police Chief approval. Upon separation from service, an employee is entitled to receive the cash value of all accrued CTO.
- B. When one employee uses CTO to be off work on a paid basis, and if the employee who backfills the first employee would be working in an Overtime situation, the backfilling employee may not accrue CTO for that backfilling role.

- C. In order to ensure that the General Fund is not negatively impacted, employees working Overtime on a grant-funded project or assignment shall receive compensation for Overtime hours worked on a paid basis only.

ARTICLE IX – COMPENSATORY TIME OFF BUY-BACK

Employees may cash out CTO upon a written request submitted through normal payroll channels and presented to the Payroll Section of the Administrative Services Department at least two weeks prior to the next regular pay check. No CTO buy-back will be allowed for any employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.

ARTICLE X – HOLIDAY LEAVE

Holiday Leave shall be accrued by adding 4.0 hours per pay period to the Holiday Leave account. Holiday Leave is accumulated separately from Vacation Leave. In order to encourage employees to take advantage of their holiday time, a maximum of 200.0 hours is allowed to accrue in that balance. An extension of three months may be granted by the City Manager for employees unable to take time off. Employees may take approved time off using Holiday Leave, or cash out a portion of their Holiday Leave, or stop accruing Holiday Leave until the balance is reduced below 200.0 hours. Holiday Leave may be used for paid leave purposes (essentially in the same manner as Vacation Leave) or may be cashed out in any pay period upon a written request from the employee submitted through normal payroll channels and presented to Payroll Section of the Administrative Services Department at least two weeks prior to the next regular pay check.

ARTICLE XI – LIGHT DUTY

- A. Any employee, who previously has been off duty due to injury, illness, or other medical reason and who has been medically released by a doctor for light duty, may be assigned to light duty. An employee may not work light duty without the approval of the Police Chief.
- B. Light duty will not be approved unless there are specific duties to be performed consistent with the limitations and/or restrictions of the affected employee.

ARTICLE XII – RETIREMENT

- A. The City agrees to participate in the PERS 3.0 percent at 50 Retirement Plan, with One-Year Final Compensation and Credit for Unused Sick Leave Government Code Sections 20042 and 20965 respectively. This Credit will be reduced by the number of hours converted to cash pursuant to Section F of Article XIII. The City shall pay the Employer's contribution, as well as 5.0 percent of the total Employee's contribution of 9.0 percent.

- B. Each covered employee shall pay the 4.0 percent balance of the Employee’s contribution.
- C. Consistent with Internal Revenue Code Section 414(h)(2), that portion of the Employee’s contribution paid by the employee shall be deducted from each employee’s gross pay on a pre-tax basis.

ARTICLE XIII – HEALTH AND WELFARE

- A. **Core Flex Plan** – The City will contribute the following Core Flex Plan Contributions toward the monthly premium cost for employees enrolled in a City-sponsored Core Flex Plan:

CORE FLEX PLAN CONTRIBUTIONS

January 1, 2011 to December 31, 2011

Core Flex Plan Contributions	Employee	Employee + One	Employee + Family
January 1, to December 31, 2011	Corresponding Kaiser Plan	Corresponding Kaiser Plan	Corresponding Kaiser Plan

- B. **Flexible Benefit Options** –
 1. 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 A of this Article.
 2. The Flexible Benefit Credit may be divided between (a) Dental Premiums, (b) Flexible Spending Accounts and (c) Taxable Cash Option.
 3. An employee must choose the Flexible Benefit Options during the Open Enrollment Period established in the Suisun City Flexible Benefits Plan.
- C. **Restrictions** – An employee either may enroll in the Core Flex Plan or be entitled to the Flexible Benefit Options as described in Section B of this Article, but may not participate in both, with the exception of the Voluntary Pre-Tax Payroll Deduction Flexible Spending Account.
- D. **Medical Insurance Benefits after Death While on Duty** – Should a member of the SCPOA lose his/her life in the line of duty, the City agrees to continue to pay medical insurance payments as outlined above for the member’s immediate dependent family. Said payments will continue for a period of up to three years, providing the City’s insurance plan allows for continued participation. The surviving dependent family member(s) may remain on the City’s medical plan at its own cost after the three years has elapsed, providing that the plan allows for continued participation.

- E. Medical Conversion Plan** – SCPOA members with 12 years or more of service with the City, who separate from City service on good terms, may remain on the City’s medical plan, providing that the plan allows for continued participation. The member shall assume full responsibility for payment of the insurance premium.
- F. Sick Leave Conversion to Fund Medical Premiums** – Upon normal retirement from the City, 25.0 percent of an employee’s Sick Leave balance may be converted to a cash equivalent and used to fund medical premiums. This conversion will be deducted from the amount reported for PERS credit in Section A of Article XII.

ARTICLE XIV – UNIFORMS AND CLEANING

- A.** A clothing allowance shall be paid by the City at the rate of \$1,000 per employee per year.
 - 1. A semi-annual \$500.00 clothing allowance payment shall be made to all eligible employees. The payments shall be made on the last pay period before September 15th and the last pay period before February 15th of each calendar year.
 - 2. New employees may receive an advance of their first uniform allowance payment. Should a new employee leave employment with the City prior to completion of one year, the advanced clothing allowance shall be withheld from his/her final paycheck or shall otherwise be returned to the City.
 - 3. If an employee terminates employment with the City prior to the payment of the allowance, the employee shall not receive the clothing allowance.
- B.** The City agrees to replace or repair uniforms or equipment required by general order of the department that are damaged in the scope of employment. Said repairs should be completed only when they do not adversely affect the appearance or function of the item. Items of substantial age or heavily worn may be prorated for replacement.

ARTICLE XV – BUSINESS CARDS

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

ARTICLE XVI – PAYROLL DEDUCTION

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

ARTICLE XVII – SOFT BODY ARMOR

- A.** The City will purchase a soft-body armor vest for each officer. The total payment per vest shall not exceed \$600.

- B.** Each officer may select his/her vest.
- C.** The City will replace the safety vest five years after the date of purchase or upon proof that the vest is defective.
- D.** The vest shall remain the property of the City. Ownership shall transfer to the employee if the employee separates from service on good terms after at least one year of employment, or upon completion of probation in the case of newly hired officers.
- E.** The employee shall be required to wear the vest while assigned to patrol duties.
- F.** Should an employee separate from City service prior to the completion of one year, or completion of probation in the case of newly hired officers, the cost of the vest shall be prorated. The employee shall pay the City for the months remaining to fulfill the specified period and the vest shall become the property of the employee.

ARTICLE XVIII – MEAL PERIODS

- A.** All employees shall be entitled to a 30-minute meal period to be included in the regular shift.
- B.** Officers assigned to: a course of training, a non-patrol assignment, or an investigations assignment, and who are not required to be on-duty during their meal period, shall not be compensated for the time spent on the meal period.
- C.** Officers assigned to court shall be compensated for time spent on their meal period, providing they are required to return to court after the meal period.

ARTICLE XIX – OUTSIDE EMPLOYMENT

- A.** Employees may engage in outside employment, in addition to their City employment, only under the following conditions (as provided by the Suisun City “Personnel Rules and Regulations”, the Police Department “Policies and Procedures Manual”, California Penal Code Section 70, and California Government Code Section 1126):
 - 1. There shall be no conflict of interest or incompatibility with the employee's City employment. No employee shall engage in employment as a Notary Public, Private Detective, Bill Collector, or Counselor of Law. Furthermore, no employee shall have as a business partner any person whose occupation would fall into the above categories. Furthermore, no employee shall engage in or participate either directly or indirectly as principal, agent, or employee of:
 - a. Any tow car, motor vehicle wrecker, ambulance service, or taxicab service.
 - b. Any establishment where the sale of liquor is the principal business.
 - c. Any employment dealing with the investigation or adjusting of claims or losses arising out of motor vehicle or other types of accidents.

- d. Any employment with any other Law Enforcement Agency, custodial, corrective or investigative agency, or any other type of employment requiring the "power of a peace officer," or in any job where a concealed weapon could be used as part of the employee function, except as provided in Subsection 1.e. below.
 - e. The City agrees to meet and confer to develop a side letter that lays out the specifics of a program that would allow employees to seek approval for outside employment under certain conditions. These conditions would include armed private security, but would not include temporary employment with other public law enforcement agencies.
2. The time involved in outside employment shall not adversely affect the employee's attitude or efficiency in the employee's City employment. Unless authorized by the Police Chief, part-time work shall not be performed within 8.0 hours preceding the employee's normal duty hours with the City of Suisun City. The total time worked shall not exceed 24.0 hours in any seven consecutive days.
 3. No telephone calls or personal contacts concerning the outside employment shall be made during the hours of City employment. The employee shall not conduct or promote in any manner, the employee's part-time work while on duty, and the employee shall not use any of the facilities of the City for that purpose.
 4. Each employee shall report all outside employment to the employee's Police Chief and shall secure the written approval of the Police Chief and the City's Personnel Officer prior to the commencement of outside employment. Any employee desiring to engage in outside employment on a part-time basis shall forward a written request to the Police Chief, in duplicate, outlining the nature of the part-time work, name of employer and whether it is to be long- or short-term work.
- B.** Employees engaged in part-time work shall not expect or request special consideration as to shift arrangement, illness or injury due to part-time work, or tardiness when starting shift. In the event of illness or injury occurring while engaged in part-time work, a doctor's examination shall be requested before resuming City duties. Part-time employment shall not be engaged in when an employee is off ill and cannot perform the employee's duties for the City.

ARTICLE XX – EDUCATION REIMBURSEMENT

- A. Approval** – On the written recommendation of the Police Chief and the written approval of the City Manager, an employee may embark on an approved course of study to enhance his/her job skills. A course of study may include courses needed to gain a degree in a job-related field, or to improve opportunities for advancement or promotion with the City of Suisun City. Such a course of study would not qualify as "self-sponsored training" under the Advanced Assignment and Career Development Program. Any time spent pursuing a course of study shall not be considered being on an on-duty/paid status. If the Police Chief does not recommend reimbursement for a course of study, the employee may appeal to the City Manager, whose decision shall be final.

- B. Education Reimbursement for Pursuit of a Degree** – For those employees pursuing an Undergraduate or Graduate Degree, the maximum reimbursement is \$1,500 per year for eligible expenditures that have occurred during that fiscal year. Upon successful completion of the course work (a grade of “C” or better), the employee shall submit to the Police Chief, copies of dated receipts showing education costs (tuition, books, materials), as well as transcripts, grades or certificates showing successful course completion.
- C. Education Reimbursement for Job-Related Courses** – For those employees pursuing an approved course of study that does not involve receiving a college degree, the maximum reimbursement is \$750 per year. Upon successful completion of the course work (a grade of “C” or better), the employee shall submit to the Police Chief, copies of dated receipts showing education costs (tuition, books, materials), as well as transcripts, grades or certificates showing successful course completion.
- D. Job-Related Training** – Job-related training (as opposed to education) will be based on the needs of the department, and it will be provided on an on-duty/paid basis.

ARTICLE XXI – PHYSICAL FITNESS PROGRAM

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

ARTICLE XXII – GENERAL PROVISIONS

- A. Severability** – If any provision of this Agreement shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with enforcement of any provision shall be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the Parties shall enter into negotiation for the sole purpose of arriving at a mutually satisfactory replacement for such provision.
- B. 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.
- C. No Requirement to Meet and Confer** – Except as provided in Subsection 4 of Section A of Article VII and Paragraph e of Subsection 1 of Section A of Article XIX, 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.

- D. 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 SCPOA shall, if possible, meet and confer for the purpose of endeavoring to agree on a replacement for such article, section or subsection.
- F. No Strike/Lockout** – The SCPOA agrees that there will be no strike, work stoppage, slowdown, "sick in", sit down, refusal to perform work, other interference with City operations, picketing, or refusal to enter upon City premises on any account or in connection with any grievance or dispute. The City agrees that it will not engage in any lockouts during the term of this Agreement.
- G. Successor Agreement** – Meet-and-confer negotiations for a successor agreement shall begin no earlier than August 1, 2011. Either Party may serve upon the other its written request to commence negotiations, as well as its initial written proposals for such successor Agreement. Upon receipt of such written notice and proposals, negotiation sessions shall commence no later than 30 days thereafter. The Parties hereby declare that it is their mutual interest to negotiate a multi-year successor agreement that implements the Class and Compensation Study consistent with City Council policy direction.
- H. 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.
- I. Applicability of Personnel Rules and Regulations** – The City's Personnel Rules and Regulations (Resolution No. 2011-__, as may be amended) are incorporated herein by this reference; however the hearing officer provided for in Section 12.8 with regard to the Level Two appeal of a disciplinary action shall be paid for 100 percent by the City in the case of SCPOA.

ARTICLE XXIII – EFFECTIVE DATE

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

EXECUTED this ___th day of June 2011.

**CITY OF SUISUN CITY
REPRESENTATIVES:**

Suzanne Bragdon
City Manager

Tim Mattos
Police Commander

Alysa Majer
Management Analyst

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

**SCPOA
REPRESENTATIVES:**

Stan Switala, President/Chief Negotiator
Suisun City Police Officers Association

Mike Rowe, Vice President
Suisun City Police Officers Association

Mike Sheppard
Suisun City Police Officers Association

AGENDA TRANSMITTAL

MEETING DATE: June 7, 2011

CITY AGENDA ITEM: Council Adoption of Resolution No. 2011-__: Authorizing the City Manager to Execute an Amendment to the Memorandum of Understanding with Solano County for the Provision of Animal Shelter Services.

FISCAL IMPACT: There would be no additional costs to the City with this amendment. Funds have been included in the proposed FY 2011-12 Annual Budget for these activities.

BACKGROUND: In March 2006, the cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo agreed to a Memorandum of Understanding (MOU) with Solano County to provide animal care services. (Please see Attachment 1.) The Current MOU expires in June 2013; however, there is a two-year “opt-out date” of June 30, 2011, in the current MOU.

STAFF REPORT: The City Managers from the Cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo and the County Administrator have discussed some changes to the MOU. The City Managers are requesting that the term of the MOU be extended by one year, giving the Cities another year (until June 30, 2012,) to determine whether or not they will continue to participate in the current delivery method of animal services in Solano County.

Included in the MOU is a reevaluation of animal shelter needs by the Member Cities and the County. Significant progress was made in 2010-11 on this effort, but the analysis has not yet been finalized. Therefore, the seven member cities are recommending and requesting a one-year extension to the MOU, including pushing-back the “opt-out date” to June 30, 2012. This will allow the longer-term needs of the animal shelter facilities to be understood before having to make the decision to stay-in or opt-out of this method of delivering animal shelter services.

As background, the County provides animal shelter services to all of the Cities and the unincorporated areas and it allocates the shelter costs to the Cities and County based on the number of animals received from each jurisdiction. In Fiscal Year 2009-10, the City sent 756 animals to the shelter which translates to 8.044% of the total animals received by the County. In FY 2012, it is estimated that the City of Suisun City will continue to pay approximately 8.044% of the cost of shelter operations and associated capital improvements (i.e., such as a new roof which recently incurred storm damage) as required under the terms of the MOU. The proposed FY 2011-12 budget includes funds to meet these existing obligations.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2011-__: Authorizing the City Manager to Execute an Amendment to the Memorandum of Understanding with Solano County for the Provision of Animal Shelter Services.

PREPARED BY:

Ronald C. Anderson, Jr., Assistant City Manager

REVIEWED/APPROVED BY:

Suzanne Bragdon, City Manager

ATTACHMENTS:

1. MOU with Solano County for Animal Services.
2. Resolution No. 2011-__: Authorizing the City Manager to Execute an Amendment to the Memorandum of Understanding with Solano County for the Provision of Animal Shelter Services.

COPY

RESOLUTION NO. 2006-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF
UNDERSTANDING WITH SOLANO COUNTY FOR ANIMAL SHELTER
SERVICES

WHEREAS, a prior 20 year agreement for animal shelter services between Solano County and the cities within the County is set to expire in February of 2006, and

WHEREAS, Solano County has been in negotiations with the Cities for options to continue providing shelter services, and

WHEREAS, the city manager's of the cities within in the County have reviewed numerous options, including the option of providing the service in-house or in concert with other agencies, and believe an economy of scale exists in executing the aforementioned Memorandum of Understanding and are therefore recommending to their City Councils approval of the M.O.U.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUISUN CITY DOES HEREBY RESOLVE to authorize the City Manager to execute the M.O.U. for Animal Shelter services with Solano County and to make the appropriate budget modifications to reflect the associated costs.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Suisun City, duly held on the 17th day of January 2006 by the following vote:

AYES:	Councilmembers:	<u>Derting, Sanchez, Segala, Spering</u>
NOES:	Councilmembers:	<u>None</u>
ABSENT:	Councilmembers:	<u>Day</u>
ABSTAIN:	Councilmembers:	<u>None</u>

WITNESS my hand and the seal of said City this 17th day of January 2006.

Linda Hobson
Linda Hobson, CMC
City Clerk

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Memorandum of Understanding
On Provision of Animal Care Services

This Memorandum of Understanding ("MOU") is entered into as of March 1, 2006 by and among Solano County, a political subdivision of the State of California ("County"), and the cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo all municipal corporations ("Cities" or individually "City"), sometimes individually referred to as "Party" and collectively referred to as "Parties," with reference to the following:

RECITALS

WHEREAS, the County and the Cities are desirous of working together for the performance of animal shelter services within the County, and the County is able to provide and has historically provided those services; and

WHEREAS, agreements between a county and the cities within that county for the performance of municipal services are authorized by California Government Code § 54980, et seq.; and

WHEREAS, each of the Parties possesses the power to shelter animals within its jurisdiction; and

WHEREAS, the Parties wish to obtain certain animal shelter services in the interests of public safety for all County and City residents and the humane treatment of the animals kept within those stated jurisdictions; and

WHEREAS, the County currently operates an animal shelter facility, located at 2510 Claybank Road, Fairfield, California ("Claybank Facility"); and

WHEREAS, the Cities desire to have the County provide animal shelter services for them and are willing to contribute their proportional shares of the cost of maintaining and operating the County's animal shelter facility and caring for the animals; and

WHEREAS, the County is willing to contract with the Cities to provide certain animal shelter services; and

WHEREAS, the Parties understand and acknowledge that the Claybank Facility will likely need to be replaced, substantially refurbished, or supplemented by an additional facility during the term of this MOU; and

WHEREAS, each of the Parties understands and acknowledges that the cost of a new or refurbished animal shelter must be borne by all of the Parties that will utilize the new shelter.

NOW, THEREFORE, the Parties agree as follows:

1. Term.

A. Initial Term. The initial term ("Initial Term") of this MOU shall commence on March 1, 2006 ("Effective Date") and shall expire on June 30, 2013, unless sooner terminated by the unanimous consent of the Parties.

B. Additional Terms. Upon conclusion of the Initial Term, this MOU shall automatically renew for an additional five (5) year term; provided, however, that any Party to this MOU may withdraw at the end of the Initial Term if it provides written notice to all other Parties no later than two (2) years prior to the expiration of the Initial Term and has satisfied its fiscal obligations under this MOU through June 30, 2013. Upon conclusion of each additional term, if any, this MOU shall automatically renew in the same manner as described above and shall continue to do so at the end of each such additional term; provided, however, that any Party to this MOU may withdraw at the end

of any additional term if it provides written notice to all other Parties no later than two (2) years prior to the expiration of such additional term and has satisfied its fiscal obligations under this MOU through June 30th of the fifth year of such additional term.

2. Facility. The County shall furnish animal shelter services at the Claybank Facility. During the 2006-2007 fiscal year, the Parties shall meet to discuss replacing the Claybank Facility, substantially refurbishing the Claybank Facility, or supplementing the Claybank Facility through construction of an additional animal shelter facility.

3. Care of Shelter and Animals. The County shall maintain the Claybank Facility in a humane manner and provide the animals with necessary and prompt veterinary care, nutrition, and shelter in accordance with the laws of the State of California throughout the term of this MOU. The County shall give the prescribed notices and use humane methods of care and euthanasia for any animal at the Claybank Facility.

The animal care costs to be borne by all Parties pursuant to this MOU may include expanded veterinarian and other services for a microchipping program, a spaying/neutering clinic, or other purposes ("New Animal Care Programs"). New Animal Care Programs that are expected to exceed five (5) percent of the Net Cost (as defined in Section 4, below) of providing animal care services will be presented to the City/County Manager's Group in the first quarter of each calendar year for review and discussion and shall be subject to approval by the County Administrator and a majority of the City Managers representing a majority of the animals received by the Shelter at the time of such approval in order for the charges to be passed through to the Parties. New Animal Care Programs that are mandated by the state or federal government, however, are not subject to this requirement.

4. Payment.

A. Proportional Shares. Each Party shall pay its proportional share of the net cost of maintaining and operating the Claybank Facility and caring for the animals ("Net

Cost"). The Net Cost shall be determined by subtracting the amount of all non-license revenue received by the County's Animal Care Division and the cost of animal patrol services for the unincorporated area of the County from the total cost of maintaining and operating the Claybank Facility and caring for the animals. The Parties acknowledge that the costs of maintaining and operating the Claybank Facility include, among other costs, the cost of one full-time equivalent animal control officer.

Each Party's proportional share shall be determined by dividing the total number of animals received by the County at the Claybank Facility from all Parties for a specific fiscal year by the total number of animals received by the County at the Claybank Facility from that Party for the same fiscal year ("Baseline Percentage").

For purposes of this MOU, the total number of animals received from the City of Fairfield shall include those animals received from Travis Air Force Base. The County shall use its best efforts to work with the City of Fairfield and Travis Air Force Base to facilitate an agreement between Travis Air Force Base and the City of Fairfield to cover Travis Air Force Base's proportionate share of the City of Fairfield's proportional share of the Net Cost.

B. Payment for March 1, 2006 through June 30, 2006. The County shall determine each Party's proportional share of the Net Cost for the 2005/2006 Fiscal Year by: (i) multiplying the Net Cost for the 2004/2005 Fiscal Year by that Party's Baseline Percentage for the 2004/2005 Fiscal Year, and (ii) multiplying the product thereof by one-third to account for the fact that this MOU is effective for only four (4) months of the 2005/2006 Fiscal Year. The actual amounts owed by each Party for the March 1, 2006 through June 30, 2006 period are set forth in Exhibit 1, which is attached hereto and incorporated herein by reference. For this period, the County shall invoice each of the Cities within sixty (60) days of the Effective Date of this MOU, and payment shall be due within thirty (30) days of receipt of the invoice.

C. Payments for Subsequent Fiscal Years. Beginning July 1, 2006, each Party's proportional share for each subsequent fiscal year shall be determined by multiplying the Net Cost for the prior fiscal year by the Baseline Percentage for that same prior fiscal year. The County shall invoice each of the Cities during the month of October for the fiscal year, and payment shall be due within thirty (30) days of receipt of the invoice.

5. Subsidy. During the four months of the 2005/2006 Fiscal Year covered by this MOU and the 2006/2007 and 2007/2008 Fiscal Years, the County shall contribute, in addition to its own proportional share of the Net Cost of maintaining and operating the Claybank Facility and caring for the animals, a percentage of the Cities' proportional shares of the Net Cost, as set forth below. In addition to its own proportional share, during the four (4) months of the 2005/2006 Fiscal Year covered by this MOU, the County shall contribute thirty percent (30%) of the proportional shares to be paid by the Cities; during the 2006/2007 Fiscal Year, the County shall contribute twenty percent (20%) of the proportional shares to be paid by the Cities; and during the 2007/2008 Fiscal Year, the County shall contribute ten percent (10%) of the proportional shares to be paid by the Cities. These additional contributions by the County shall be applied to the costs owed by each City on a proportional basis based on its Baseline Percentage of animals actually received at the Claybank Facility during the prior fiscal year.

6. Countywide Cost Allocation Plan Costs. The budget for the County Animal Care Division includes costs allocated to the County Animal Care Division under the Countywide Cost Allocation Plan to cover central administrative and overhead expenditures ("A87 Costs"): The Parties understand and acknowledge that A87 Costs fluctuate from year to year, and the Parties agree that the Cities' obligation to pay A87 Cost increases shall be limited in the manner set forward herein. The County Animal Care Division's A87 Costs for the Base Year were \$414,058. The Parties agree that, if the increase in the County Animal Care Division's A87 Costs for any one fiscal year over the previous fiscal year exceeds ten percent (10%) of the prior year's A87 Costs, the County shall present the figure to the City/County Manager's Group in the first quarter of

each calendar year for review and discussion; provided, however, that the County is not required to present an increase in the A87 Costs to the City/County Manager's Group if the total A87 Costs for that year, including the increase, do not exceed the A87 Costs for the Base Year. If not approved by the County Administrator and a majority of the City Managers representing a majority of the animals received by the Shelter at the time of such disapproval, the charges shall be absorbed by the County.

7. Audit. Each Party shall have the right to conduct an annual audit of the County's records with respect to the number of animals the County has received from each Party.

8. License Fee Revenue.

A. Each Party shall receive one hundred percent (100%) of the licensing revenue attributable to animals within its jurisdiction. All Parties agree to work together on programs that will increase the license fee revenues for each Party.

B. Pursuant to Government Code Section 50022.9, each City shall enact an animal license fee ordinance which incorporates by reference the County Animal License Fee Ordinance, and any amendments to it.

C. The Cities may either individually impose a separate license fee or mutually adopt a standardized license fee which may be revised annually by unanimous consent of the Cities. The County shall collect the city license fee and shall remit the fee to the appropriate City.

D. Nothing in this agreement shall affect the ability of the Cities to impose their own license fees. Where Cities have duly adopted a separate City license fee, County agrees to accept payment for such City license fee and pass through the revenue to the City.

E. The County may recover the cost of administering the fee collection from all Parties.

9. Indemnification. All of the Parties to this MOU agree to indemnify and hold harmless the other Parties from and against any and all actual or alleged claims, demands, causes of action, liabilities, losses, damages, or injuries, to property or persons, including all legal costs, attorneys' fees, and expert fees arising out of or incident to any actual or alleged acts, omissions, negligence, or willful misconduct of any Party in connection with or arising out of the performance of this MOU, even if the allegations prove to be false.

10. Third-Party Beneficiaries. The performance of the County's and the Cities' respective obligations under this MOU are not intended to benefit any party other than the County and the Cities. No person or entity not a signatory to this MOU shall have any rights or causes of action against any Party to this MOU as a result of that Party's performance or non-performance under this MOU.

11. Interpretation. The Parties acknowledge that this MOU is the product of mutual arms-length negotiation and drafting and that each Party has been represented by legal counsel in the negotiation and drafting of this MOU. Accordingly, the rule of construction that provides that ambiguities in a document shall be construed against the drafter of that document shall have no application to the interpretation and enforcement of this MOU. In any action or proceeding to interpret or enforce this MOU, the finder of fact may refer to any extrinsic evidence not in direct conflict with any specific provision of this MOU to determine and give effect to the intention of the Parties.

12. Counterpart Originals; Integration. This MOU may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument. This MOU, and its Exhibits, represent the entire understanding of the Parties and supersedes all negotiations, correspondence, or previous agreements of any kind whatsoever between the Parties with respect to all or any part of the subject matter addressed herein.

13. No Waiver. Failure to insist on any one occasion upon strict compliance with any of the terms, covenants, or conditions of this MOU shall not be deemed a waiver of such term, covenant, or condition, nor shall any waiver or relinquishment of any rights or powers under this MOU at any one or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

14. Severability. If any portion of this MOU is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

15. Notices. All notices, demands, invoices, and other written communications required by or issued in conjunction with this MOU shall be in writing and shall be delivered to the following addresses or such other addresses as the Parties may designate by written notice:

County Administrator
County of Solano
675 Texas St., Suite 6500
Fairfield, CA 94533

City Manager
City of Rio Vista
One Main Street
Rio Vista, CA 94571

City Manager
City of Benicia
250 East "L" Street
Benicia, CA 94510

City Manager
City of Suisun City
701 Civic Center Blvd.
Suisun City, CA 94585

City Manager
City of Dixon
600 East "A" Street
Dixon, CA 95620

City Manager
City of Vacaville
650 Merchant Street
Vacaville, CA 95688

City Manager
City of Fairfield
1000 Webster Street
Fairfield, CA 94533

City Manager
City of Vallejo
555 Santa Clara Street
Vallejo, CA 94590

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of seventy-two (72) hours after deposit in the U.S. Mail.

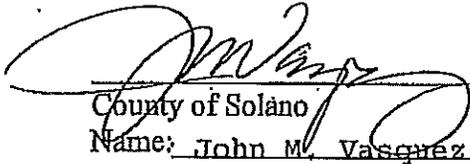
16. Jurisdiction and Venue. This MOU shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this MOU, or which in any way arises out of the Parties' activities undertaken pursuant to this MOU, shall be filed and prosecuted in the appropriate California state court in Solano County, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue because governmental entities are parties to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding.

17. Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this MOU, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and shall recover from the other party all costs and expenses reasonably incurred by the prevailing party, including actual attorneys' and experts' fees. This Section 17 shall survive the termination or expiration of this MOU.

[SIGNATURES ON FOLLOWING PAGES]

SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING
ON PROVISION OF ANIMAL CARE SERVICES

2/28/06
Date


County of Solano
Name: John M. Vasquez

Date

City of Benicia
Name: _____

Date

City of Dixon
Name: _____

Date

City of Fairfield
Name: _____

Date

City of Rio Vista
Name: _____

Date

City of Suisun City
Name: _____

Date

City of Vacaville
Name: _____

Date

City of Vallejo
Name: _____

SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING
ON PROVISION OF ANIMAL CARE SERVICES

Date

02/09/06
Date

County of Solano
Name: _____

James R. Erickson
City of Benicia
Name: James R. Erickson, City Manager

Date

City of Dixon
Name: _____

Date

City of Fairfield
Name: _____

Date

City of Rio Vista
Name: _____

Date

City of Suisun City
Name: _____

Date

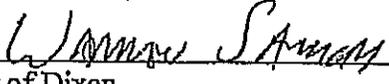
City of Vacaville
Name: _____

Date

City of Vallejo
Name: _____

APPROVED AS TO FORM
Debra S. ...
CITY ATTORNEY

SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING
ON PROVISION OF ANIMAL CARE SERVICES

Date	County of Solano Name: _____
Date	City of Benicia Name: _____
01-11-06	 City of Dixon Name: Warren Salmons
Date	City of Fairfield Name: _____
Date	City of Rio Vista Name: _____
Date	City of Suisun City Name: _____
Date	City of Vacaville Name: _____
Date	City of Vallejo Name: _____

SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING
ON PROVISION OF ANIMAL CARE SERVICES

Date

County of Solano
Name: _____

Date

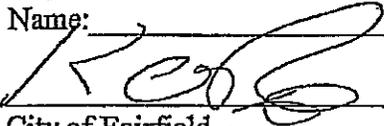
City of Benicia
Name: _____

Date

City of Dixon
Name: _____

2/10/06

Date



City of Fairfield
Name: KEVIN O'ROURKE

Date

City of Rio Vista
Name: _____

Date

City of Suisun City
Name: _____

Date

City of Vacaville
Name: _____

Date

City of Vallejo
Name: _____

SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING
ON PROVISION OF ANIMAL CARE SERVICES

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County of Solano
Name: _____

Date

City of Benicia
Name: _____

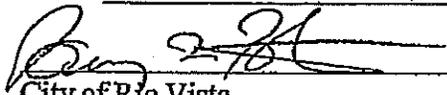
Date

City of Dixon
Name: _____

Date

City of Fairfield
Name: _____

2/16/06
Date



City of Rio Vista

Name: BRADLEY L. BAXTER

Date

City of Suisun City
Name: _____

Date

City of Vacaville
Name: _____

Date

City of Vallejo
Name: _____

SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING
ON PROVISION OF ANIMAL CARE SERVICES

Date

County of Solano

Name: _____

Date

City of Benicia

Name: _____

Date

City of Dixon

Name: _____

Date

City of Fairfield

Name: _____

Date

City of Rio Vista

Name: _____

Date

2-27-06

Suz Bj
City of Suisun City

Name: *SUZANNE BRADON*

Date

City of Vacaville

Name: _____

Date

City of Vallejo

Name: _____

SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING
ON PROVISION OF ANIMAL CARE SERVICES

Date

County of Solano
Name: _____

Date

City of Benicia
Name: _____

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City of Dixon
Name: _____

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City of Fairfield
Name: _____

Date

City of Rio Vista
Name: _____

Date

City of Suisun City
Name: _____

2-27-06
Date



City of Vacaville
Name: David J. Van Kirk

Date

City of Vallejo
Name: _____

SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING
ON PROVISION OF ANIMAL CARE SERVICES

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County of Solano
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City of Fairfield
Name: _____

Date

City of Rio Vista
Name: _____

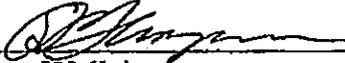
Date

City of Suisun City
Name: _____

Date

City of Vacaville
Name: _____

3/29/06
Date



City of Vallejo
Name: John Thompson

Exhibit 1

PRO-RATED COST RATIOS FOR EACH CITY OVER THREE YEARS
(Based on Total Number of Animals Received in the Shelter)

City	FY 04/05 Total Animals Received (1)	Baseline Percentage	Payment from Cities / County (6) Using Baseline %	FY 05/06 (4 months)(4)			20%(5)		10%(7)	
				County Absorbs 30% of Cities/ Share (6)	Annual Payment from Cities/ County	4 Months Cost to Cities/County (4 & 5)	County Absorbs 20% of Cities/ Share	Annual Payment from Cities/ County	County Absorbs 10% of Cities/ Share	Annual Payment from Cities/ County
Benicia	172	1.93%	\$27,124	1.35%	\$16,987	\$6,329	1.54%	\$21,699	1.73%	\$24,411
ixon	236	2.64%	\$37,216	1.85%	\$26,052	\$8,684	2.11%	\$29,773	2.38%	\$33,495
airfield	2,647	29.64%	\$417,421	20.75%	\$292,196	\$97,399	23.72%	\$333,939	26.68%	\$375,681
avis AFB	216	2.42%	\$34,062	1.69%	\$23,844	\$7,948	1.94%	\$27,250	2.18%	\$30,656
io Vista	120	1.34%	\$18,924	0.94%	\$13,247	\$4,416	1.08%	\$15,139	1.21%	\$17,031
uisun	798	8.94%	\$125,841	6.26%	\$88,089	\$29,363	7.15%	\$100,674	8.04%	\$113,258
acaville	2,005	22.45%	\$316,180	15.72%	\$221,327	\$73,776	17.96%	\$252,946	20.21%	\$284,564
allejo	2,226	24.93%	\$351,031	17.45%	\$245,723	\$81,908	19.94%	\$280,826	22.44%	\$315,930
Incorporated	509	5.70%	\$80,267	33.99%	\$478,602	\$159,534	24.66%	\$345,821	15.13%	\$213,041
total	8,929	100.00%	\$1,408,067	100.00%	\$1,408,067	\$469,356	100.00%	\$1,408,067	100.00%	\$1,408,067

Notes:

- (1) Number is based on statistics from FY04/05
- (2) Total animals received for County includes those animals born at shelter
- (3) Net cost is based on FY04/05 Actuals:

1,862,813 expenses
-158,719 patrol services for unincorporated area; assumed 1 ACO fte works in the Shelter.
1,709,094 adj expenses
-301,027 non-license revenue received
1,408,067 net cost

- (4) In FY 05/06 costs to cities will be pro-rated to cover only March thru June of 2006.
- (5) In addition to the County's own share the County is absorbing 30% of cities share of cost in FY 05/06. The County's annualized share in FY 05/06 will be \$1,088,245.
- (6) FY 06/07 costs will be based on FY 05/06 Actuals (available in Sept'06). For the purposes of this spreadsheet the figures are estimated based on FY 04/05 Actuals.
- (7) FY 07/08 costs will be based on FY 06/07 Actuals (available in Sept'07). For the purposes of this spreadsheet the figures are estimated based on FY 04/05 Actuals.

RESOLUTION NO. 2011-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO
THE MEMORANDUM OF UNDERSTANDING WITH SOLANO COUNTY
FOR THE PROVISION OF ANIMAL SHELTER SERVICES**

WHEREAS, the existing Memorandum of Understanding with Solano County for animal shelter services expires in June 2013, and

WHEREAS, the Solano County Administrative Officer and the City Managers have discussed some modifications to the current Memorandum of Understanding Agreement including extending the term by one year; and

WHEREAS, it is in the best interest for the City to extend the term of this Memorandum of Understanding for one additional year (term ending June 30, 2014).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Suisun that the City Manager is hereby authorized to execute a one-year extension of the existing Memorandum of Understanding with Solano County for animal shelter services to June 2014.

PASSED AND ADOPTED by the City Council of the City of Suisun City at a regular meeting thereof held on the 7th day of June, 2011 by the following vote:

AYES: COUNCILMEMBERS
NOES: COUNCILMEMBERS
ABSENT: COUNCILMEMBERS
ABSTAIN: COUNCILMEMBERS

WITNESS my hand and seal of the said City this 7th day of June, 2011.

**LINDA HOBSON, CMC
CITY CLERK**

AGENDA TRANSMITTAL

MEETING DATE: June 7, 2011

AGENDA ITEM: Agency Adoption of Resolution No. RA 2011-___: Accepting the Main Street West Partners, LLC, Public Improvement and Reimbursement Agreement as Complete and Authorizing the Notice of Completion for the Public Improvement and Reimbursement Agreement to be Recorded.

FISCAL IMPACT: A total of \$1,904,200 was appropriated for this Project using Agency funds. The total project cost totaled \$1,891,822, which is \$12,378 less than the approved budget amount.

STAFF REPORT: As part of the Main Street West Project, the Agency entered into a Public Improvement and Reimbursement Agreement with Main Street West Partners to construct public improvements in and around the block consisting of Solano, Kellogg, Morgan, and Main Streets. The area required significant reconfiguring and construction of new infrastructure in order to accommodate development on Parcels 1, 2, and 3 of the Main Street West project (Parcels 1 & 2 are the Harbor Square Building, and Parcel 3 is located at the northeast corner of Main & Solano Street). The work was substantially complete in 2009, but several punch-list items were not completed until the later part of 2010 (most notably concrete work that required replacement). The scope of work associated with the Public Improvement and Reimbursement Agreement consisted of the following:

- Relocation of existing utilities including water services, sanitary and storm lines, telephone, cable, gas and electric services, street lighting, and landscape related lines to remain in public rights of way.
- Utility rework for new services to public area improvements and stubbing services to buildings and public areas.
- Relocation, modification or removal of existing site and street improvements, such as driveways, and sidewalks to facilitate public area, adjoining property and building construction access; includes any temporary services or facilities for same.
- New public area improvements such as sidewalks, or parking areas for ongoing use by adjoining properties.
- Construction of the Courtyard, fireplace, and public areas, including landscaping, underground and surface improvements.

At this time, Main Street West Partners has completed all of the work pursuant to the Public Improvement and Reimbursement Agreement and has provided evidence that all costs associated with constructing the improvements have been fully paid. Further, Main Street West Partners has provided a complete set of the required as-built drawings for City records. Thus, it is appropriate to accept the project as complete. By approving the attached resolution, the Agency would be accepting the project as complete and it would be authorizing the Notice of Completion to be recorded.

PREPARED BY:

Jason Garben, Economic Development Director

REVIEWED/APPROVED BY:

Suzanne Bragdon, Executive Director

RECOMMENDATION: It is recommended that the Agency adopt Resolution No. RA 2011-___: Accepting the Main Street West Partners, LLC, Public Improvement and Reimbursement Agreement as Complete and Authorizing the Notice of Completion for the Public Improvement and Reimbursement Agreement to be Recorded.

ATTACHMENTS:

1. Resolution No. RA 2011-___: Accepting the Main Street West Partners, LLC, Public Improvement and Reimbursement Agreement as Complete and Authorizing the Notice of Completion for the Public Improvement and Reimbursement Agreement to be Recorded.

RESOLUTION NO. RA 2011 - ____

A RESOLUTION OF THE SUISUN CITY REDEVELOPMENT AGENCY ACCEPTING THE MAIN STREET WEST PARTNERS, LLC, PUBLIC IMPROVEMENT AND REIMBURSEMENT AGREEMENT AS COMPLETE AND AUTHORIZING THE NOTICE OF COMPLETION FOR THE PUBLIC IMPROVEMENT AND REIMBURSEMENT AGREEMENT BE RECORDED

WHEREAS, on July 19, 2006, the Suisun City Redevelopment Agency entered into a Public Improvement and Reimbursement Agreement with Main Street West Partners, LLC (the "Agreement") to construct public improvements in and around the block consisting of Solano, Kellogg, Morgan, and Main Streets ; and

WHEREAS, the scope of work associated with the Public Agreement consisted of the following:

- Relocation of existing utilities including water services, sanitary and storm lines, telephone, cable, gas and electric services, street lighting, and landscape related lines to remain in public rights of way.
- Utility rework for new services to public area improvements and stubbing services to buildings and public areas.
- Relocation, modification or removal of existing site and street improvements, such as driveways, and sidewalks to facilitate public area, adjoining property and building construction access; includes any temporary services or facilities for same.
- New public area improvements such as sidewalks, or parking areas for ongoing use by adjoining properties.
- Construction of the Courtyard, fireplace, and public areas, including landscaping, underground and surface improvements.

WHEREAS, Main Street West Partners has completed all of the work pursuant to the Agreement and is prepared to issue a Notice of Completion.

NOW, THEREFORE, BE IT RESOLVED that the Suisun City Redevelopment Agency hereby accepts the public improvements constructed pursuant to the Public Improvement and Reimbursement Agreement as complete and authorizes Notice of Completion to be recorded with the Solano County Recorder's Office.

PASSED AND ADOPTED at a Regular Meeting of the Suisun City Redevelopment Agency duly held on Tuesday, the 7th of June, 2011, by the following vote:

AYES:	BOARDMEMBERS: _____
NOES:	BOARDMEMBERS: _____
ABSENT:	BOARDMEMBERS: _____
ABSTAIN:	BOARDMEMBERS: _____

WITNESS my hand and the seal of the City of Suisun City this 7th of June, 2011.

Linda Hobson, CMC
Secretary

MINUTES

REGULAR MEETING OF THE SUISUN CITY COUNCIL, REDEVELOPMENT AGENCY AND HOUSING AUTHORITY

TUESDAY, MAY 3, 2011

7:00 P.M.

SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

ROLL CALL

Mayor / Chairman Sanchez called the meeting to order at 7:00 PM with Council / Board Members Day, Derting, Hudson, and Segala.

Pledge of Allegiance was led by Council Member Segala.

Invocation was given by City Manager Bragdon.

PRESENTATIONS/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

1. Presentation of Proclamation to Building Department, Proclaiming May 2011 as "Building Safety Month".

Mayor Sanchez read and Mayor Pro Tem Hudson presented the proclamation Building Official Kasperson.

2. Presentation of Proclamation to Police Department Proclaiming the week of May 15 - 21, 2011 as "Police Week" and May 15, 2011 as "Peace Officers' Memorial Day".

Mayor Sanchez read and Council Member Derting presented the proclamation to Police Chief Dadisho.

PUBLIC COMMENT

(Requests by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3 allowing 3 minutes to each speaker).

Richard Giddens expressed concern about police responses to his neighborhood.

George Guynn expressed concern about the proposed water rate increase and commented on the loss of the Redevelopment Agency.

Chuck Kingeter commented on Police Department improvements, commented on the minutes of April 19, 2011 recommending the City Clerk use proprietary landscape plans in his comments, commended the Planning Commission and expressed concern about the public hearing items and notifications.

Rod Malloy reported 1100 pounds of garbage had been collected on the April 23rd 1st Annual Earth Day

CONFLICT OF INTEREST NOTIFICATION - None

(Any items on this agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)

CONSENT CALENDAR

Consent calendar items requiring little or no discussion may be acted upon with one motion.

City Council

3. Council Adoption of Ordinance No. 717: Amending Section 18.66.560 of Chapter 18.66 Regarding the Expiration of Use Permits through Disuse. Ordinance Introduced and Reading Waived on April 19, 2011 – (Wooden).
4. Council Adoption of Resolution No. 2011-43: Authorizing the Police Chief to Apply for and Accept Financial Assistance from the State Boating Safety and Enforcement Aid Program for Fiscal Year 2011/12 – (Dadisho).

Joint City Council / Redevelopment Agency / Housing Authority

5. Council/Agency Review and Accept the Financial Officer's Investment Report for the Quarter ending March 31, 2011 – (Anderson). – (Quarterly)
6. Council/Agency/Commission Approval of the Minutes of the Regular and Special Meetings of the Suisun City Council, Redevelopment Agency Board and Housing Authority Board held on and April 19, 2011 – (Hobson).

Motioned by Council / Board Member Day and seconded by Council / Board Member Hudson to approve the Consent Calendar. Motion carried unanimously.

GENERAL BUSINESS**PUBLIC HEARINGS:****REPORTS: (Informational items only.)**

7. City Manager/Executive Director/Staff

- a. Update on General Plan Update - (Wooden)

Associate Planner Kearns presented the update.

City Manager stated Main Street repairs a continuing now that the weather is better and thought it would be finished in June and reported that Alysa Major would be leaving to accept a job in Long Beach.

8. Mayor/Council -Chair/Boardmembers

Council Member expressed concern about railroad crossing on Sunset.

Council Member Hudson suggested the car counting stop in the downtown.parking

CLOSED SESSION

Pursuant to California Government Code Section 54950 the Suisun City Council will hold a Closed Session for the purpose of:

City Council

9. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

Name of case: Welling v. City of Suisun City Case #: FCS035455

10. CONFERENCE WITH LABOR NEGOTIATOR

Agency negotiator: Suzanne Bragdon, City Manager, Ron Anderson, Assistant City Manager, Alysa Majer, Management Analyst, Dan Kasperson, Public Works and Building Director.

Employee organization: SCEA (Suisun City Employees' Association).

11. CONFERENCE WITH LABOR NEGOTIATOR

Agency negotiator: Suzanne Bragdon, City Manager, Ron Anderson, Assistant City Manager, Alysa Majer, Management Analyst, and Jason Garben, Economic Development Director.

Employee organization: SCMPEA (Suisun City Management and Professional Employees' Association)

Joint City Council/Redevelopment Agency

12. PERSONNEL MATTERS

Pursuant to California Government Code Section 54954.5 et seq. the Suisun City Council will hold a Closed Session for the purpose of Public Employee Performance Evaluation: City Manager/Executive Director.

7:40 PM – Mayor Sanchez recessed the Council / Agency to Closed Session and advised no decisions would be made.

CONVENE OPEN SESSION

Announcement of Actions Taken, if any, in Closed Session.

8:44 PM – Mayor Sanchez reconvened the Council / Agency.

ADJOURNMENT

There being no further business, Mayor Sanchez adjourned the Special City Council meeting at 8:44 PM.

Linda Hobson, CMC
City Clerk

MINUTES

REGULAR MEETING OF THE SUISUN CITY COUNCIL, REDEVELOPMENT AGENCY AND HOUSING AUTHORITY

TUESDAY, MAY 17, 2011

7:00 P.M.

SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

ROLL CALL

Mayor / Chairman Sanchez called the meeting to order at 7:00 PM with Council / Board Members Day, Derting, Hudson, and Segala.

Pledge of Allegiance was led by Council Member Segala.

Invocation was given by City Manager Bragdon.

PRESENTATIONS/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

1. Presentation of a Proclamation to Jeff Holder, General Chairperson 2011 Philippine Cultural Committee, Recognizing the Month of June 2011 as "Philippine Cultural Month" in the City of Suisun City.

Mayor Sanchez read and presented the proclamation to Annie Frias-Ramos, Vice-Chair Person.

2. Presentation of Proclamation to Public Works Department Proclaiming the Week of May 15 - 21, 2011 as "Public Works Week" – (Kasperson).

Mayor Sanchez read and Council Member Segala presented the proclamation to Building Official Kasperson and Public Works Superintendent Jeff ____.

3. Presentation of Proclamation to Lauren Rolfe, Representative of the Senior Coalition and Senior Legislator of the California Senior Legislature, Proclaiming the Month of May 2011 as "Older American's Month".

Mayor Sanchez read and Mayor Pro Tem Hudson presented the proclamation to Peggy Pellon, Program Coordinator of Prevention and Early Intervention Mental Health Program for Older Adults.

PUBLIC COMMENT

(Requests by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3 allowing 3 minutes to each speaker).

Laura Calderon commented on the Artisan Fair on Mothers Day but expressed concern about lack of public restrooms; commended the City for getting Tops in Blue to return to Suisun City on June 14, and suggested possibly collecting donations for our veterans at the event.

CONFLICT OF INTEREST NOTIFICATION

(Any items on this agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)

Council / Board Members Day and Derting advised conflict with Item 8.

CONSENT CALENDAR

Consent calendar items requiring little or no discussion may be acted upon with one motion.

City Council

- 4, Council Adoption of Resolution No. 2011-44: Initiating Proceedings, Preliminarily Approving the Annual Engineer's Reports, and Declaring its Intention to Levy and Collect Assessments for the Suisun City Maintenance Assessment Districts, for Fiscal Year 2011-12 – (Kasperson).
5. Initiate and Provide Intent to the Levy and Collection of Assessments for the Parking Benefit Assessment District - (Kasperson).
 - a. Council Adoption of Resolution No. 2011-45: Initiating Proceedings for the Levy and Collection of Assessments for the McCoy Creek Parking Benefit Assessment District for Fiscal Year 2011-12.
 - b. Council Adoption of Resolution No. 2011-46: Declaring its Intention to Order Assessments for a Previously Approved Benefit Assessment District Pursuant to the Benefit Assessment Act of 1982, Preliminarily Approving an Engineer's Report in Connection with Such District and Appointing a Time and Place for Comment (Public Hearing) on the Engineer's Report for Fiscal Year 2011-12.

Joint City Council / Redevelopment Agency / Housing Authority

6. Council/Agency Approval of the April 2011 Payroll Warrants inclusive in the amount of \$654,764.71; and Council Approval of the April 2011 Payable Warrants inclusive in the amount of \$862,799.82 and Agency Approval of the April 2011 Payable Warrants inclusive in the amount of \$95,651.22 – (Finance).

Motioned by Council / Board Member and seconded by Council / Board Member to approve Consent Calendar. Motion carried by the following vote:

AYES: Council / Board Members Segala, Day, Hudson, Sanchez

NOES: Council / Board Member Derting (Opposed Items 4 and 5)

GENERAL BUSINESS**City Council****7. HEARING**

Council Adoption of Resolution No. 2011-47: Placing Liens and Levying Special Assessments for Unpaid Administrative Citations on Certain La

Mayor Sanchez opened the public hearing. Hearing no comments, Mayor Sanchez closed the public hearing.

Motioned by Council Member Day and seconded by Council Member Derting to adopt Resolution No. 2011-47. Motion carried unanimously.

Joint City Council / Redevelopment Agency

8. Council / Agency Discussion and Direction Regarding Further Parking Management/Strategy within the Waterfront District – (Garben/Dadisho).

7:30 PM – Council / Board Members Day and Derting reclused themselves.

Nancy Lee Liebscher commented on Social Security staff taking all the public parking and suggested Social Security be notified to inform their employees to use the designated parking lot.

Council directed staff to do the following:

- 1. Provide a letter to businesses encouraging employees to park in underutilized parking lots, which would provide patrons with more opportunities to park in “prime” locations. The cost of implementing this item would be minimal.**
- 2. Work with interested businesses to set up strategy for business-operated valet services at peak periods of time.**

7:41 PM – Council / Board Members Day and Derting returned.

PUBLIC HEARINGS

REPORTS: (Informational items only.)

10. City Manager/Executive Director/Staff –

- a. 9/11 Memorial – (O’Brien)

Fire Chief O’Brien reported the Fire Association coordinating with Travis AFB to have the two steel beams from the Twin Towers be brought out for public art.

- b. Report on Alcohol, Tobacco, and Other Drugs (ATOD) Program – (Jessop)

Recreation Director Jessop reported on the Grant funds, Team Members, activities and programs for 2010/2011,

11. Mayor/Council -Chair/Boardmembers

Council Member Derting report on a couple code enforcement items regarding motorhomes.

Council Member Day suggested creating an ad hoc committee to work with Travis AFB. Mayor Sanchez appointed Council Members Day and Hudson to the ad hoc committee.

Council Member Hudson reported on light laying down at railroad and suggested staff look into abandoned shopping carts, and advised Mayor Sanchez and City Manager Bragdon and himself were going to the League of California Cities Meeting this week.

ADJOURNMENT

There being no further business, Mayor Sanchez adjourned the Special City Council meeting at 8:08 PM.

Linda Hobson, CMC
City Clerk

MINUTES

SPECIAL MEETING OF THE SUISUN CITY COUNCIL, REDEVELOPMENT AGENCY AND HOUSING AUTHORITY

TUESDAY, MAY 31, 2011

6:00 P.M.

SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

ROLL CALL

Mayor / Chairman Sanchez called the meeting to order at 7:00 PM with Council / Board Members Day, Derting, Hudson, and Segala.

Pledge of Allegiance was led by Council Member Segala.

Invocation was given by City Manager Bragdon.

PRESENTATIONS/APPOINTMENTS - None

(Presentations, Awards, Proclamations, Appointments).

PUBLIC COMMENT

(Requests by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3 allowing 3 minutes to each speaker).

Richard Giddens expressed concern about the length of time it is taking to get WalMart in town.

Chuck Kingeter expressed concern about some Brown Act violations and had questions regarding the term bridging and tax increments in the budget and questioned if City audit had been done.

CONFLICT OF INTEREST NOTIFICATION - None

(Any items on this agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)

CONSENT CALENDAR

Consent calendar items requiring little or no discussion may be acted upon with one motion.

Joint City Council / Redevelopment Agency / Housing Authority

1. Adopting Year-End Budget Amendments – (Anderson).
 - a. Council Adoption of Resolution No. 2011-:48 Adopting the 20th Amendment to the Annual Appropriation Resolution No. 2010-53 to Adopt Year-End Budget Amendments.
 - b. Agency Adoption of Resolution No. RA 2011-23: Adopting the 8th Amendment to the Annual Appropriation Resolution No. RA 2010-16 to Adopt Year-End Amendments.

- c. Authority Adoption of Resolution No. HA 2011-02: Adopting the First Amendment to the Annual Appropriation Resolution No. HA 2010-04 to Adopt Year-End Budget Amendments.

Motioned by Council / Board Member Derting and seconded by Council / Board Member Hudson to approve the Consent Calendar. Motion carried unanimously.

GENERAL BUSINESS

Joint City Council / Redevelopment Agency

2. Fiscal Year 2011-12 Annual Budget Workshop – (Anderson).

City Manager Bragdon gave an over view of the upcoming budget.

Financial Services Manager Joseph gave an over view of the third quarter budget.

Assistant City Manager gave an over view of the proposed 2011-12 budget.

Mayor Sanchez suggested a hiring freeze and expressed concern about eliminating a police officer. Discussed generating sales tax and legal services reduction.,

Council Member Derting discussed Capital Improvement Projects and asked for explanation of tax increment. Discussed Highway 12 maintenance and possible joint powers agreement with power company.

Council Member Day discussed Main Street rehab and sales tax. Discussed Business Improvement District contribution and community garden.

Council Member Hudson discussed increased gas tax proceeds, hotel tax, and business improvement district.

Council Member Segala discussed Pintail and Walters rehab, Peterson Road, Victorian Harbor district decrease, K9 program cut, Highway 12 budget, contract engineer transfer to SUSWA, 25% reserve, and identifying cost of fuel.

7:21 PM – Council Member Hudson left Council Chambers.

7:23 PM – Council Member Hudson returned.

George Guynn suggested the City stop the bridging, stop Business Improvement District contribution, and cutting memberships such as League of California Cities and STA, reducing Council salaries, getting smaller vehicles, sell K9 to another entity, and WalMart figures.

Richard Giddens commended the City Council for looking to decrease expenditures and and even looking at line items and suggested looking at emergency services.

Chuck Kingeter commended the City for using the internet rather than mailing newsletters, thought the City should look into solar energy, suggested staff reports be written in lay men terms, and expressed concern about legal fees.

Mayor Sanchez suggested keeping admin position, cut management analyst position; reducing membership fees in ICMA and start hiring freeze

Council Member Hudson suggested BID funds be restored, supported hiring freeze and keeping admin position. Suggested reviewing the membership list, looking at marketing budget. Discussed practice of hiring retirees.

Council Member Day agreed with Mayor Sanchez and Council Member Hudson.

City Manager Bragdon stated budget was being prepared and would distribute about June 10th.

Council wanted another budget meeting before adopting the budget and City Manager suggested another workshop on June 21 and adoption on June 28.

REPORTS: (*Informational items only.*)

3. City Manager/Executive Director/Staff – **None**
4. Mayor/Council -Chair/Board Members

Council Member Hudson reported attending the League of California Cities Legislative Days.

ADJOURNMENT

There being no further business, Mayor Sanchez adjourned the City Council meeting at 8:11 PM.

Linda Hobson, CMC
City Clerk

AGENDA TRANSMITTAL

MEETING DATE: June 7, 2011

CITY AGENDA ITEM: Council Adoption of Resolution No. 2011-__: Approving Comprehensive Revisions of the Personnel Rules and Regulations/Administrative Directive No. 7: Resolution No. 2002-12.

FISCAL IMPACT: There would be no direct fiscal impact associated with the adoption of the proposed resolution.

BACKGROUND: On February 19, 2002, the City Council adopted Resolution No. 2002-12, which updated the Personnel Rules and Regulations (PR&Rs). As a result of the process of negotiations with the three bargaining groups, it became clear that it is necessary to update the PR&Rs for the first time in over nine years. Further, Subsection 2.40.030 B of the Suisun City Code requires that the City Attorney review and approve the PR&Rs for conformance with the law.

STAFF REPORT: The attached PR&Rs have been comprehensively reviewed and revised. All three bargaining groups have reviewed and approved the proposed update, and so did the City Attorney's Office. The revisions can be summarized as follows:

- Changes (primarily in Section 2) that ensure that the PR&Rs are consistent with the Suisun City Code (SCC).
 - Changes (primarily in Sections 4 – 8) that ensure consistency with applicable state and federal statutory/case law.
 - Expanded Definitions section (Section 2).
 - Separate sections for Grievance Procedures (Section 11) and Disciplinary Action Appeals Procedures (Section 12), instead of the current section that blends the two.
 - Designation of the Assistant City Manager as the Personnel Officer (Section 2.33).
 - Modifications to ensure that certain sections apply to members of the City Service who are not covered by MOUs (Section 15).
 - Revised section numbering format (throughout the document).
-

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2011-__: Approving Comprehensive Revisions of the Personnel Rules and Regulations/Administrative Directive No. 7: Resolution No. 2002-12.

ATTACHMENTS:

1. Resolution No. 2011-__: Approving Comprehensive Revisions of the Personnel Rules and Regulations/Administrative Directive No. 7: Resolution No. 2002-12.
-

PREPARED BY:

Ronald C. Anderson, Jr., Assistant City Manager

REVIEWED/APPROVED BY:

Suzanne Bragdon, City Manager

RESOLUTION NO. 2011-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
APPROVING COMPREHENSIVE REVISIONS OF THE PERSONNEL
RULES AND REGULATIONS/ADMINISTRATIVE DIRECTIVE NO. 7:
RESOLUTION NO. 2002-12**

WHEREAS, the City Council is authorized and directed under Chapter 2.40 of the Suisun City Code to adopt rules and regulations for the administration of the personnel system established therein; and

WHEREAS, the purposes of these rules are to facilitate efficient and economical services to the public and to provide a fair and equitable system of personnel management for the City; and

WHEREAS, the City Council of the City of Suisun City deems it to be necessary to update the Personnel Rules and Regulations (Rules) periodically in order to comply with changes in state and federal laws; and

WHEREAS, staff has met and conferred with representatives of the three bargaining groups regarding these proposed changes; and

WHEREAS, the City Attorney's Office has reviewed and included recommendations that have been incorporated into the proposed changes; and

WHEREAS, the City Council understands that in conformance with City Ordinance 653 these Rules will be binding on the Councilmembers, Commissioners, City employees and volunteers, unless otherwise exempted.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Suisun that Resolution No. 2002-12 is hereby replaced by this Resolution, including the revised Personnel Rules and Regulations/Administrative Directive No. 7 attached hereto and incorporated by this reference.

PASSED AND ADOPTED by the City Council of the City of Suisun City at a regular meeting thereof held on the 7th day of June, 2011 by the following vote:

AYES: COUNCILMEMBERS
NOES: COUNCILMEMBERS
ABSENT: COUNCILMEMBERS
ABSTAIN: COUNCILMEMBERS

WITNESS my hand and seal of the said City this 7th day of June, 2011.

**LINDA HOBSON, CMC
CITY CLERK**

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

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CITY OF SUISUN CITY

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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-__)

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.

13.2.1.4 To 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:

13.2.2.1 Elective offices.

13.2.2.2 Positions on appointive boards, commissions and committees.

13.2.2.3 Persons under contract, including the City Attorney.

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

13.2.2.5 Executive Management.

13.2.2.6 Part-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.

13.2.4.1 The 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.

13.2.4.2 Persons 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.

13.2.4.3 To 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:
 - 14.6.8.1 Becoming or continuing to be a member of a political club or organization.
 - 14.6.8.2 Attending a political meeting.
 - 14.6.8.3 Seeking or accepting election or appointment to public office.
 - 14.6.8.4 Enjoying 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.

AGENDA TRANSMITTAL

MEETING DATE: June 7, 2011

CITY AGENDA ITEM: Council Adoption of Resolution No. 2011-__: Providing Confirmation of the Grizzly Island Trail Concept Design and Authorization to Prepare Bid Documents.

FISCAL IMPACT: This item would have no additional fiscal impact.

BACKGROUND: On July 7, 2009, the City Council authorized the City Manager to use RRM Design consultants to prepare a preliminary design and conceptual plan for the Grizzly Island Trail Project. This project would install a pedestrian/bicycle trail from Grizzly Island Road to Marina Boulevard on the south side of State Route 12. The total project cost is estimated to be \$2,014,000. City staff has secured funding through the State Safe Routes to School Program (SR2S) and through Solano Transportation Authority (STA) to fund this project. Funding for this project has a construction deadline of June 2012.

On March 29, 2011, City staff presented RRM Design's conceptual plan to the City Council and the City Council expressed concerns with the following features shown in the conceptual plan:

- Seating and classroom-type amenities at the northwest corner of Marina Boulevard and Driftwood Drive.
- Crosswalk crossing Grizzly Island Road at McCoy Creek Way.
- Perpendicular parking on the west side of Grizzly Island Road and south of Gray Hawk Lane.
- Amenities that have edges conducive to unwanted skateboard activities.

Staff was directed to address these concerns in the construction documents and to bring the changes back to the City Council for approval.

STAFF REPORT: On April 19, 2011, the City Council authorized the City Manager to execute a professional services agreement on behalf of the City with Riechers Spence and Associates (RSA) to prepare the construction documents for the Grizzly Island Trail Project. As a first step in RSA's work, they were to design and prepare a revised conceptual plan addressing the above-mentioned concerns.

RSA's proposals to address the Council's concerns are as follows:

- Instead of seating and classroom-type amenities at the northwest corner of Marina Boulevard and Driftwood Drive, a small-scale concrete surface is proposed to demarcate this corner as an access point to the trail. This access point concrete treatment would be decorative in nature and would be at-grade. Similar access point demarcations are proposed at Marina Boulevard/Lotz Way, Marina Boulevard/Highway 12, Grizzly Island Road/Highway 12, and Grizzly Island Road/McCoy Creek Way. *See South-West Trail Entry on Attachment 2.*

PREPARED BY:

Nick Lozano, Associate Engineer

REVIEWED/APPROVED BY:

Daniel Kasperson, Building & Public Works Director
Suzanne Bragdon, City Manager

- An access point would be placed at Marina Boulevard and Lotz Way to demarcate the connection with a future pedestrian/bicycle trail along Lotz Way from Marina Boulevard to the train station on Main Street. *See Attachment 1.*
- Seating and areas conducive to holding an educational seminar for students would be placed in the looped path located along the south side of the trail segment. *See Attachment 1 and 3.*
- The crosswalk has been relocated from the north side to the south side of the Grizzly Island Road/McCoy Creek Way intersection. *See Attachment 4*
- Perpendicular parking on the west side of Grizzly Island Road will be angled parking. These angled parking spaces would allow for one ADA-compliant parking space. To provide additional safety, the diagonal parking spaces are pushed an additional eight feet away from the travel lane providing for somewhat of a pull out zone to be used before reentering traffic. *See Attachment 4*
- Design changes have been made to prevent damage from skateboarding. Seating has been removed from main entrances. Amenities would have stepped edges and/or surface treatments to alleviate unwanted skateboarding activities. Also, where feasible, location of amenities would not be lined up with hard surfaces which would not enable skateboarders to build up the necessary speed to hop onto edges.

Other proposed changes are as follows:

- The looped boardwalk would be constructed of concrete--instead of wood or faux wood--to ensure longevity of the facility and to lower the cost of its long-term maintenance.
- Due to Caltrans restraints the traffic signal posts at the southwest corner of Highway 12 and Grizzly Island Road would not be relocated/replaced; however, the curb around that corner would be reconstructed with a revised alignment to allow for better truck turning movement which would help to eliminate the need for trucks to drive over the curb.

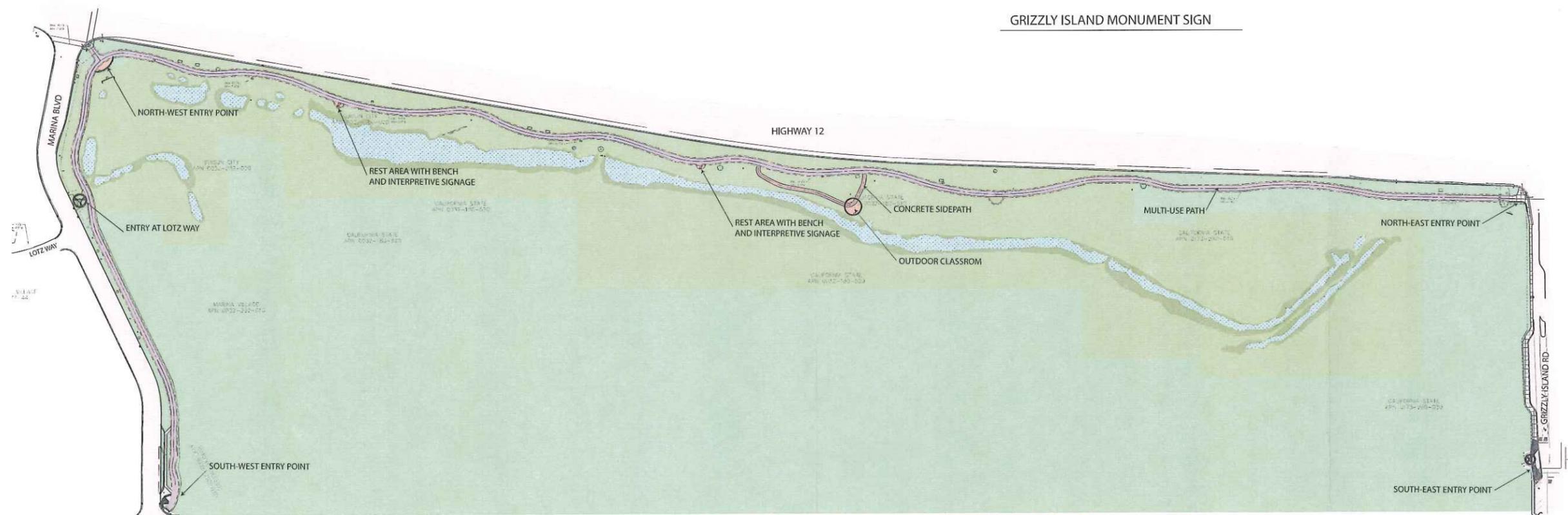
RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2011-___: Providing Confirmation of the Grizzly Island Trail Concept Design and Authorization to Prepare Bid Documents.

ATTACHMENTS:

1. Grizzly Island Trail – Trail Alignment
 2. Grizzly Island Trail – Access Point Designs
 3. Grizzly Island Trail – Trail Enlargements
 4. Grizzly Island Trail – South-East Trail Entry
 5. Resolution No. 2011-___: Providing Confirmation of the Grizzly Island Trail Concept Design and Authorization to Prepare Bid Documents.
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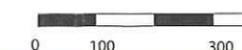
GRIZZLY ISLAND MONUMENT SIGN

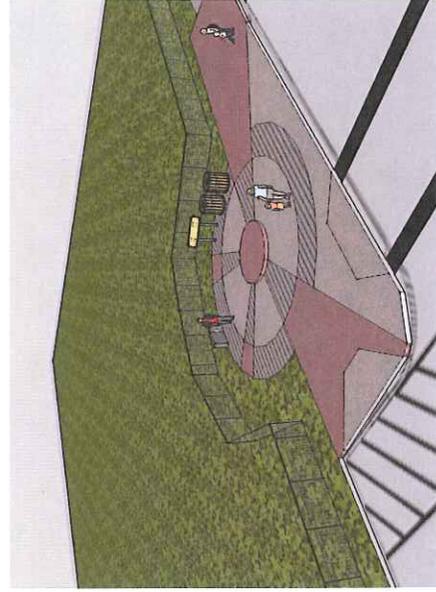
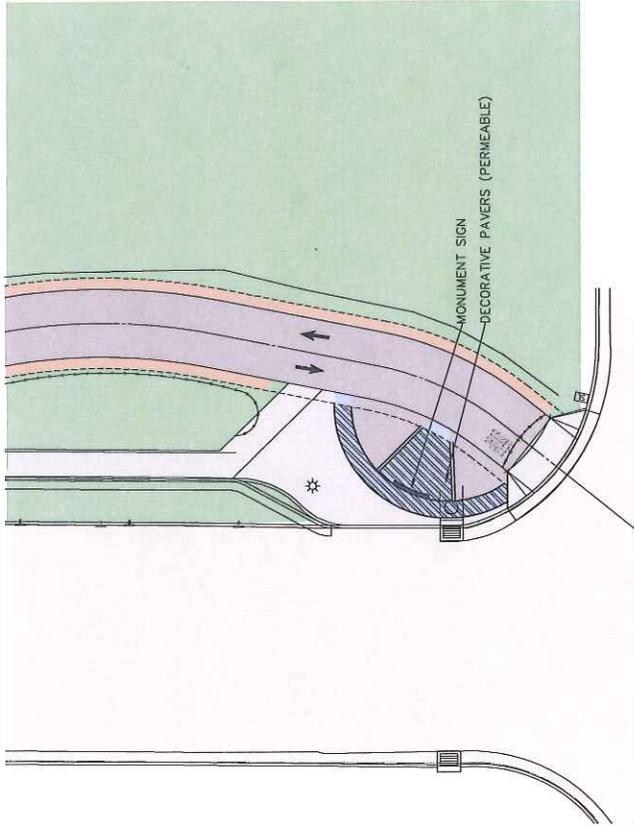
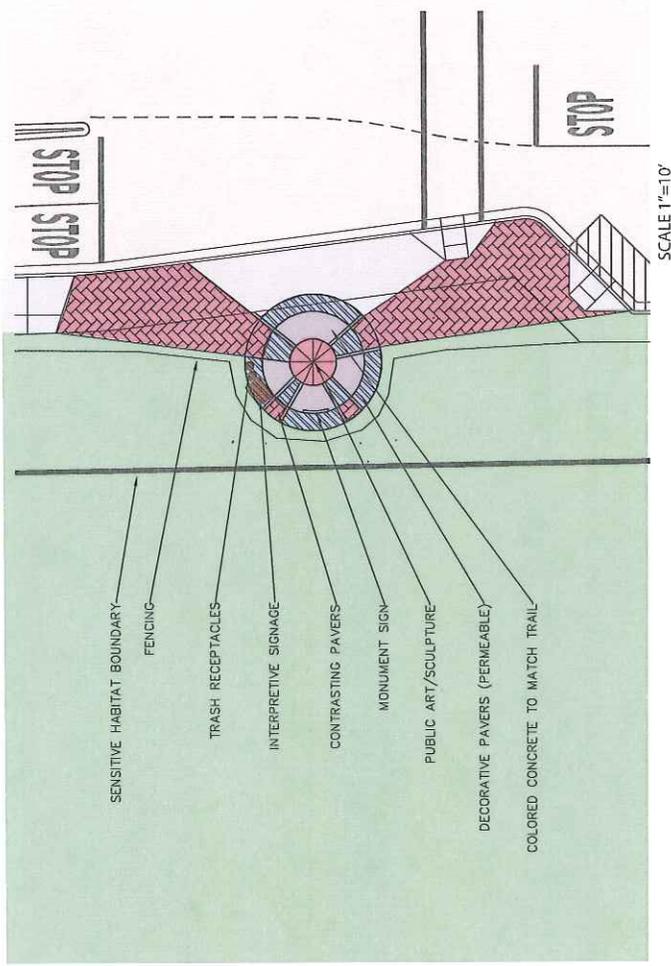


GRIZZLY ISLAND TRAIL - TRAIL ALIGNMENT

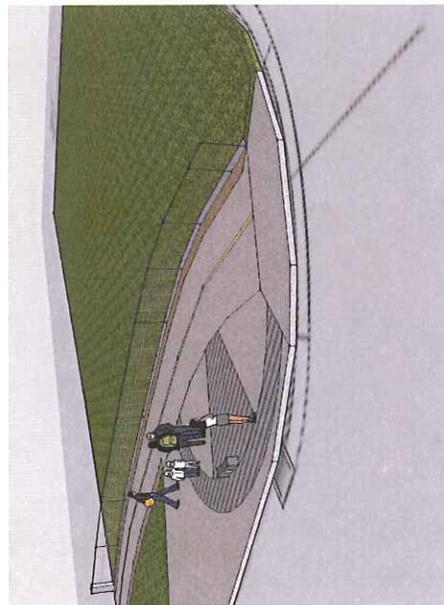


SCALE 1"=100'





SOUTH-EAST TRAIL ENTRY



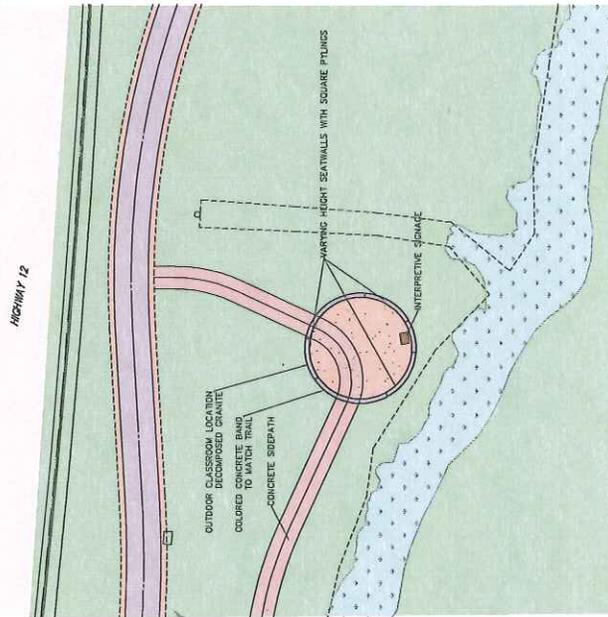
SOUTH-WEST TRAIL ENTRY

Attachment 2

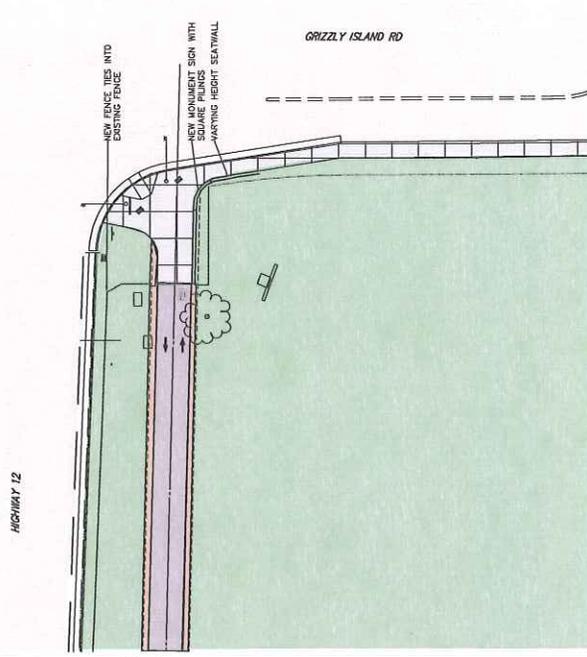
NORTH-WEST TRAIL ENTRY
SCALE 1"=20'



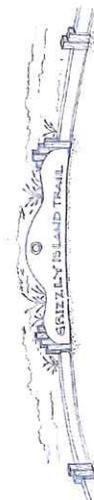
OUTDOOR CLASSROOM
SCALE 1"=20'



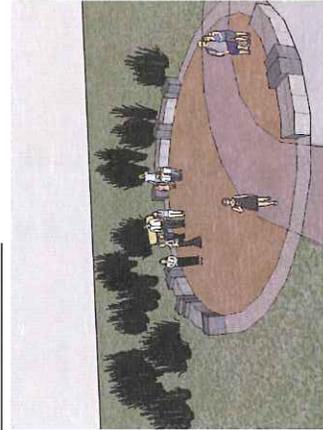
NORTH-EAST TRAIL ENTRY
SCALE 1"=20'

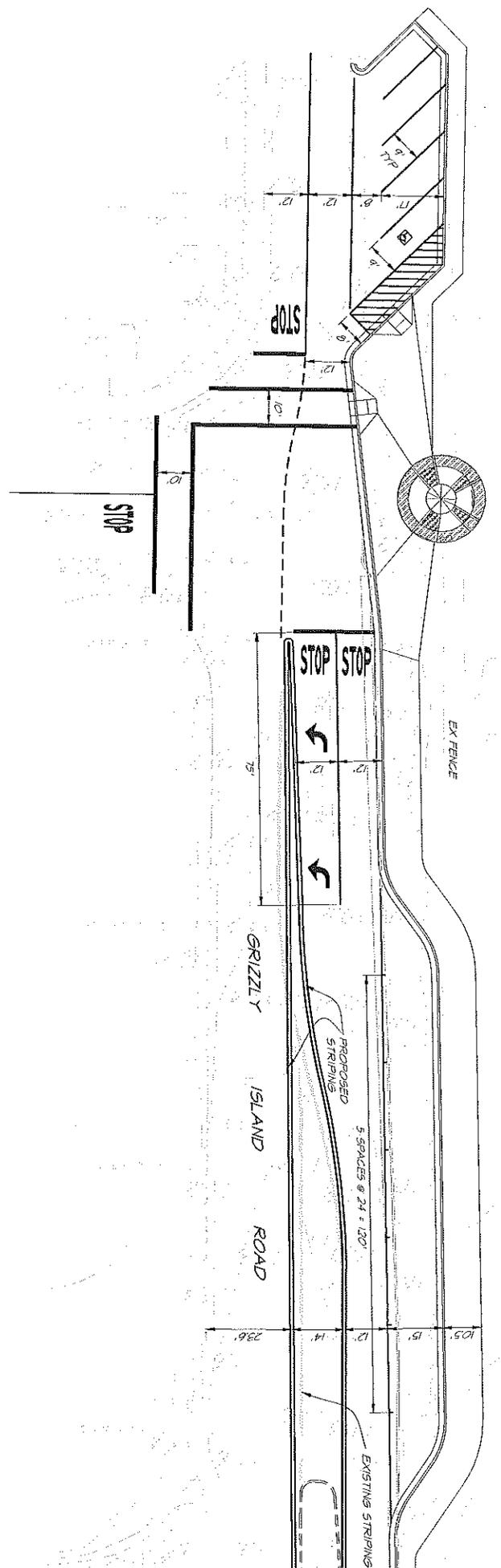


GRIZZLY ISLAND MONUMENT SIGN



OUTDOOR CLASSROOM SKETCH





RESOLUTION NO. 2011-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
PROVIDING CONFIRMATION OF THE GRIZZLY ISLAND TRAIL CONCEPT
DESIGN AND AUTHORIZATION TO PREPARE BID DOCUMENTS**

WHEREAS, the City has received grant funding in the amount of \$2,014,000 for the Grizzly Island Trail from the State Safe Routes to School Program and from Solano Transportation Authority Congestion Mitigation and Air Quality Improvement (CMAQ) funding; and

WHEREAS, the primary intent of this project is to provide a path connecting the Crystal Middle school area to the west with the Crescent Elementary School to the east, and to provide a public amenity for family fun, mini school field trips, and general public viewing of the wildlife and plants of the Suisun Marsh area while also enhancing the view from the highway; and

WHEREAS, funding for this project has a construction deadline of June 2012; and

WHEREAS, on March 29, 2011, City staff presented the conceptual plan to the City Council and the City Council expressed concerns with some of the proposed features in the conceptual plan; and

WHEREAS, the City Council directed staff to address their concerns with the original conceptual plan within the construction documents being prepared by Riecher Spence & Associates, and to bring back the revised conceptual plans to the City Council for approval; and

WHEREAS, the conceptual plan has been revised to address the City Council’s concerns and is included herewith labeled as Attachment A.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City approves the revised Grizzly Island concept design and authorizes the preparation of bid documents.

PASSED AND ADOPTED by a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 7th of June 2011, by the following vote:

AYES:	COUNCILMEMBERS	_____
NOES:	COUNCILMEMBERS	_____
ABSTAIN:	COUNCILMEMBERS	_____
ABSENT:	COUNCILMEMBERS	_____

WITNESS my hand and the seal of the City of Suisun City this 7th of June 2011.

Linda Hobson, CMC
City Clerk

