

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RESOLUTION NO. 2021-81

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) WITH THE
SUISUN CITY MANAGEMENT AND PROFESSIONAL EMPLOYEES'
ASSOCIATION (SCMPEA) AND AUTHORIZING THE CITY MANAGER TO
EXECUTIVE IT ON BEHALF OF THE CITY.**

WHEREAS, the Suisun City Management and Professional Employees' Association (SCMPEA) Memorandum of Understanding (MOU) 2018-20 expired on June 30, 2021; and

WHEREAS, the City and SCMPEA's authorized labor representatives met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act (MMBA), government Code Sections 3500-3511, regarding a new MOU, which the Tentative Agreement was ratified by the SCMPEA membership and then signed by the City and SCMPEA's authorized labor representatives as a joint recommendation to City Council, subject to City Council approval and adoption of the SCMPEA MOU 2021-23;


WHEREAS, on July 20, 2021, the City Council approved the Tentative Agreement deal points reached by the City and SCMPEA's authorized labor representatives regarding a new MOU for the period from July 1, 2021 through June 30, 2023 (SCMPEA MOU 2021-23) with the adoption of Resolution No. 2021-68;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City hereby adopts Resolution No. 2021-81: Approving the Memorandum of Understanding (MOU) with the Suisun City Management and Professional Employees' Association (SCMPEA) and Authorizing the City Manager to Execute it on Behalf of the City.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 17th day of August 2021, by the following vote:

| | | |
|-----------------|------------------|---|
| AYES: | Council Members: | <u>Day, Hudson, Hernandez, Williams, Mayor Wilson</u> |
| NOES: | Council Members: | <u>None</u> |
| ABSENT: | Council Members: | <u>None</u> |
| ABSTAIN: | Council Members: | <u>None</u> |

WITNESS my hand and the seal of said City this 17th day of August 2021.



Anita Skinner
City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SUISUN CITY
AND
THE SUISUN CITY MANAGEMENT & PROFESSIONAL
EMPLOYEES' ASSOCIATION**

**July 1, 2021
Through
June 30, 2023**

Approved by City Council on July 20, 2021
MOU Approved by City Council on August 17, 2021

TABLE OF CONTENTS

| <u>Article Number</u> | <u>Article/Section Title</u> | <u>Page Number</u> |
|---------------------------|--|------------------------|
| ARTICLE I | RECOGNITION..... | 1 |
| | 1. Job Classes Represented..... | 1 |
| | 2. Secretary to City Manager/Deputy City Clerk..... | 2 |
| | 3. Future Additional Job Class Determination..... | 2 |
| | 4. Temporary/Limited Service Positions..... | 2 |
| ARTICLE II | CITY RIGHTS..... | 2 |
| ARTICLE III | EMPLOYEE RIGHTS..... | 4 |
| ARTICLE IV | PERSONNEL RULES AND REGULATIONS..... | 4 |
| ARTICLE V | NO DISCRIMINATION..... | 4 |
| ARTICLE VI | ASSOCIATION ACCESS..... | 5 |
| | 1. SCMPEA Business..... | 5 |
| | 2. Work Locations..... | 5 |
| | 3. Shop Stewards..... | 5 |
| | 4. Release Time..... | 5 |
| | 5. Labor/Management Committee..... | 5 |
| | 6. Employee Orientation & Contact Information..... | 5 |
| | 7. Dues Deduction..... | 7 |
| | 8. Maintenance of Membership..... | 7 |
| ARTICLE VII | COMPENSATION..... | 7 |
| | 1. Salaries..... | 7 |
| | 2. Salary Schedule..... | 8 |
| | 3. Acting Pay..... | 8 |
| | 4. Special Circumstances – Police Support Services Mgr | 9 |
| | 5. Special Circumstances – Police Commander..... | 9 |
| | 6. Fire Duty Chief Standby Pay..... | 9 |
| ARTICLE VIII | HOURS OF WORK..... | 10 |
| | 1. Attendance..... | 10 |
| | 2. Work Schedules..... | 10 |
| | 3. Executive Leave..... | 11 |
| | 4. Executive Leave Cash-Out..... | 11 |
| | 5. Conflict with FLSA..... | 12 |

TABLE OF CONTENTS

| <u>Article Number</u> | <u>Article/Section Title</u> | <u>Page Number</u> |
|---------------------------|---|------------------------|
| ARTICLE IX | FIRE CAPTAIN GUIDELINES..... | 12 |
| | 1. Work Schedule..... | 12 |
| | 2. Overtime Pay..... | 12 |
| | 3. Overtime Credited as CTO..... | 12 |
| | 4. Above CTO Limit..... | 13 |
| | 5. Conversion of Executive Leave to CTO..... | 13 |
| | 6. Salaries..... | 13 |
| | 7. Call Back..... | 13 |
| | 8. Paid Leave..... | 13 |
| ARTICLE X | VACATION LEAVE..... | 13 |
| | 1. Vacation Accrual..... | 13 |
| | 2. Fire Vacation Accrual..... | 14 |
| | 3. Maximum Accumulation..... | 14 |
| | 4. Vacation Cash-Out..... | 14 |
| | 5. Holiday During Vacation..... | 15 |
| | 6. Illness During Vacation..... | 15 |
| | 7. Separation from Service..... | 15 |
| | 8. Upon Death..... | 15 |
| ARTICLE XI | UNIFORMS AND UNIFORM ALLOWANCES..... | 15 |
| | 1. Uniform Allowances..... | 15 |
| | 2. Other Uniforms..... | 15 |
| ARTICLE XII | RETIREMENT BENEFITS..... | 15 |
| | 1. Classic Miscellaneous Employee Benefits..... | 16 |
| | 2. Classic Safety Fire Employee Benefits..... | 16 |
| | 3. Classic Safety Police Employee Benefits..... | 16 |
| | 4. PEPRA New Miscellaneous Employee Benefits..... | 16 |
| | 5. PEPRA New Safety Fire Employee Benefits..... | 17 |
| | 6. PEPRA New Safety Police Employee Benefits..... | 17 |
| | 7. Sick Leave Conversion..... | 17 |
| ARTICLE XIII | MEDICAL & DENTAL INSURANCE..... | 17 |
| | 1. Core Flex Plan..... | 17 |
| | 2. Flexible Benefit Options..... | 17 |
| | 3. Restrictions..... | 17 |
| | 4. Medical Insurance Benefits after Death While on Duty | 17 |
| | 5. Medical Conversion Plan..... | 18 |
| | 6. Sick Leave Conversion to Fund Medical Premiums..... | 18 |

TABLE OF CONTENTS

| <u>Article Number</u> | <u>Article/Section Title</u> | <u>Page Number</u> |
|----------------------------------|--|-------------------------------|
| ARTICLE XIV | LIFE INSURANCE AND DEFERRED COMPENSATION..... | 18 |
| | 1. Life Insurance..... | 18 |
| | 2. ICMA Deferred Compensation Plan..... | 18 |
| ARTICLE XV | SUPPLEMENTAL INSURANCE..... | 18 |
| ARTICLE XVI | MILEAGE REIMBURSEMENT..... | 18 |
| ARTICLE XVII | WORKERS' COMPENSATION COVERAGE..... | 19 |
| ARTICLE XVIII | STATE DISABILITY INSURANCE COVERAGE..... | 19 |
| | 1. State Disability Insurance..... | 19 |
| | 2. Payment of SDI Premiums..... | 19 |
| ARTICLE XIX | PAYROLL STATUS..... | 19 |
| | 1. Payroll Status..... | 19 |
| | 2. Continuation of City-Paid Insurance Premiums..... | 19 |
| | 3. Non-Payroll Status..... | 20 |
| ARTICLE XX | WORKERS' COMP/SDI MEDICAL LEAVE..... | 20 |
| | 1. Employee Options Regarding SDI Medical Leave..... | 20 |
| | 2. Medical Leave While on Workers' Comp/SDI..... | 20 |
| | 3. How a Supplement is Treated..... | 20 |
| | 4. Paid Leave Accrual..... | 21 |
| | 5. Leave of Absence While on SDI..... | 21 |
| ARTICLE XXI | SICK LEAVE..... | 21 |
| ARTICLE XXII | FAMILY OR MEDICAL LEAVE..... | 21 |
| ARTICLE XXIII | PREGNANCY DISABILITY LEAVE..... | 21 |
| ARTICLE XXIV | LEAVE OF ABSENCE DUE TO INJURY INCURRED WHILE ON DUTY | 21 |
| ARTICLE XXV | BEREAVEMENT / COMPASSIONATE LEAVE..... | 22 |
| ARTICLE XXVI | CATASTROPHIC LEAVE – SHARING PROGRAM..... | 22 |
| ARTICLE XXVII | JURY DUTY..... | 22 |

TABLE OF CONTENTS

| <u>Article Number</u> | <u>Article/Section Title</u> | <u>Page Number</u> |
|----------------------------------|---|-------------------------------|
| ARTICLE XXVIII | MILITARY LEAVE..... | 22 |
| ARTICLE XXIX | AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY..... | 22 |
| ARTICLE XXX | UNAUTHORIZED LEAVE OF ABSENCE WITHOUT PAY..... | 22 |
| ARTICLE XXXI | PAID ADMINISTRATIVE LEAVE..... | 22 |
| ARTICLE XXXII | LEAVES IN CONJUNCTION WITH OTHER LEAVES..... | 22 |
| ARTICLE XXXIII | TOTAL LEAVES OF ABSENCE..... | 22 |
| ARTICLE XXXIV | DAYS OFF WITHOUT PAY..... | 22 |
| ARTICLE XXXV | MUNICIPAL HOLIDAYS..... | 23 |
| | 1. Recognized Holidays..... | 23 |
| | 2. Observance..... | 23 |
| | 3. Holiday Time Off..... | 23 |
| | 4. Holiday Time Off Usage..... | 23 |
| | 5. Holiday Leave Balance..... | 24 |
| | 6. Non-Exempt Fire Safety Employee Holidays..... | 24 |
| ARTICLE XXXVI | REIMBURSEMENT FOR EDUCATION OR TRAINING..... | 25 |
| | 1. Approval..... | 25 |
| | 2. Reimbursement..... | 25 |
| | 3. Certification and Educational Incentive Pay..... | 25 |
| ARTICLE XXXVII | PROBATIONARY PERIOD..... | 25 |
| ARTICLE XXXVIII | PERFORMANCE EVALUATIONS..... | 25 |
| | 1. Annual Performance Evaluation..... | 25 |
| | 2. Purpose..... | 26 |
| | 3. Procedure..... | 26 |
| | 4. Merit Increases..... | 26 |
| ARTICLE XXXIX | GRIEVANCE PROCEDURE..... | 26 |
| ARTICLE XL | DISCIPLINARY ACTION..... | 26 |
| ARTICLE XLI | CONTRACTING OUT..... | 26 |

TABLE OF CONTENTS

| <u>Article Number</u> | <u>Article/Section Title</u> | <u>Page Number</u> |
|---------------------------|---|------------------------|
| ARTICLE XLII | EMPLOYEE ASSISTANCE PROGRAM..... | 26 |
| ARTICLE XLIII | IDENTIFICATION CARDS..... | 27 |
| ARTICLE XLIV | LAYOFF AND REEMPLOYMENT..... | 27 |
| ARTICLE XLV | TEMPORARY MEASURES..... | 27 |
| | 1. Temporary Measures..... | 27 |
| | 2. Unwinding Protocol..... | 27 |
| ARTICLE XLVI | GENERAL PROVISIONS..... | 27 |
| | 1. Severability..... | 27 |
| | 2. Full Understanding..... | 27 |
| | 3. No Requirement to Meet and Confer..... | 28 |
| | 4. Reopener..... | 28 |
| | 5. Savings Clause..... | 28 |
| | 6. No Strike/Lockout..... | 28 |
| | 7. Successor Agreement..... | 28 |
| | 8. Distribution of Agreement..... | 29 |
| | 9. Effective Date..... | 29 |

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SUISUN CITY
AND
THE SUISUN CITY MANAGEMENT & PROFESSIONAL EMPLOYEES' ASSOCIATION**

This Memorandum of Understanding is made and entered into between the CITY OF SUISUN CITY, (hereinafter "City"), and SUISUN CITY MANAGEMENT & PROFESSIONAL EMPLOYEES' ASSOCIATION, (hereinafter "SCMPEA"), a formally Recognized Employee Organization pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500 *et seq.*).

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

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

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

The Parties agree as follows:

ARTICLE I RECOGNITION

1. Job Classes Represented. The City recognizes SCMPEA as the exclusive representative for the Professional/Technical Employees bargaining unit consisting of the following Regular, Professional/Technical, Management Classes which should properly be assigned to this bargaining unit by the City, such exclusive representation being subject to and qualified by Employee rights under applicable local, state, and federal law to be represented by the Recognized Employee Organization of their choice:

Represented Job Classes

Accountant
Accounting Services Manager
Assistant/Associate Engineer- Associate
Assistant/Associate Engineer-Assistant
Assistant/Associate Planner-Assistant
Assistant/Associate Planner-Associate

Building Inspection Services Manager
City Engineer
Financial Services Manager
Fire Captain
Fire Division Chief
Housing Manager
IT Services Manager
Management Analyst I/II-I
Management Analyst I/II-II
Marina & Waterfront Events Manager
Marketing Manager
Police Commander
Police Support Services Manager
Project Manager
Public Works Superintendent
Public Works Supervisor
Recreation Supervisor
Secretary to City Manager/Deputy City Clerk (C)
Senior Accountant
Senior Building Inspector
Senior Planner

2. Secretary to City Manager/Deputy City Clerk. The Classification of Secretary to City Manager/Deputy City Clerk is Confidential, and as such is excluded from participating in collective bargaining or from revealing confidential information regarding collective bargaining; however, is otherwise represented by SCMPEA.

3. Future Additional Job Class Determination. In addition, future additional job classes (excluding Unrepresented "at-will" Positions) determined under applicable City Resolutions to be of a Regular, Management, Professional/Technical nature shall be represented by SCMPEA.

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

ARTICLE II CITY RIGHTS

1. Except as limited by the specific and express terms of this Agreement, the City hereby retains and reserves unto itself all rights, powers, authority, duty and responsibilities confirmed on

and vested in it by the laws and the Constitution of the State of California, the Suisun City Code, and/or the laws and Constitution of the United States of America.

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

- A. The right to hire and fire.
- B. The right to determine the mission of its constituent departments, divisions, commissions, and boards.
- C. The right to set standards of service and municipal fees and charges.
- D. The right to determine the procedures and standards of selection for employment, assignment, transfer, and promotion of applicants and Employees, provided in the case of Employees that the exercise of such right shall not infringe on any rights that Employees have under this Agreement.
- E. The right to direct its Employees.
- F. The right to discharge or suspend Employees for just cause and take other disciplinary actions against its Employees as set forth herein.
- G. The right to relieve its Employees from duty because of lack of work or other legitimate reasons.
- H. The right to maintain the efficiency of governmental operations.
- I. The right to determine the methods, means, and staffing to conduct governmental operations.
- J. The right to determine and re-determine job content and job classifications.
- K. The right to contract out any work which is now being performed by Employees of the City or which shall be performed in the future by Employees of the City, provided this only occurs in those situations where the tasks cannot be accomplished by current SCMPEA members as efficiently, economically, and expediently as can be achieved by such contracting out, provided that the City shall make every reasonable effort to place Employees displaced by such contracting out in other City service requiring similar skills as the work performed by the Employee when displaced by the contracting out and which requires minimal training to afford the Employee opportunity to adequately perform the new position.

- L. The right to take all necessary actions to carry out the mission of the City, its constituent departments, divisions, or commissions and boards in cases of emergencies.
- M. The right to exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE III EMPLOYEE RIGHTS

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

ARTICLE IV PERSONNEL RULES AND REGULATIONS

Administrative Directive – AD 7, the City’s Personnel Rules and Regulations (hereinafter “Personnel Rules”), was approved by City Council Resolution No. 2011-52 on June 7, 2011. Except as may be provided in this Agreement, the applicable sections of the Personnel Rules, as may be amended from time to time, shall apply to the Employees represented by SCMPEA. Prior to amending Resolution No. 2011-52 regarding wages, hours, or other terms and conditions of employment, the Parties shall first meet and confer on the modifications as provided in the Meyers-Milias-Brown Act (Government Code Section 3500 *et seq.*). Unless otherwise provided in this Agreement, the definitions of terms used in this Agreement shall be the definitions provided in Chapter 2 of the Personnel Rules.

ARTICLE V NO DISCRIMINATION

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

For an employer, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, to refuse to hire or employ the person or to refuse to select the person for a training program leading to employment, or to bar or to discharge the person from employment or from a training program leading to employment, or to discriminate against the person in compensation or in terms, conditions, or privileges of employment.

For a labor organization, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status

of any person, to exclude, expel, or restrict from its membership the person, or to provide only second-class or segregated membership or to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of the person in the level of representation provided to that individual, the ability to run for an office in the association or to discriminate in any way against any of its members.

ARTICLE VI ASSOCIATION ACCESS

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

2. Work Locations. The authorized SCMPEA Business Agent, if any, shall be given access to work locations during working hours, provided that prior to visiting any work location the SCMPEA representative notifies the City.

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

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

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

6. Employee Orientation & Contact Information. All Employees will receive a New Employee Orientation within their first five (5) regular Workdays of employment with the City. The New Employee Orientation will be presented by Human Resources Division staff members at a time and

place determined by the City. The purpose of the orientation is to review and complete required payroll, insurance, benefits, and similar required documentation; to train the Employee regarding City and/or Departmental policies, procedures, and specific requirements of the position; and to provide other necessary information. At no time during the orientation shall a City or SCMPEA representative provide derogatory information or advocacy about the other.

- A. The City will provide SCMPEA notice of a pending New Employee Orientation within one (1) business day of the execution of an employment offer letter.
- B. One (1) SCMPEA representative, officer, steward, or member will be provided an opportunity for a 15-minute private session with the new Employee during the New Employee Orientation. SCMPEA may provide written information to be included with the orientation materials, in lieu of such a private session. Two (2) business days prior to the New Employee Orientation, SCMPEA will provide to Human Resources the name and the contact information of its participating representative. The City and SCMPEA will mutually agree to a suitable time during the New Employee Orientation for SCMPEA's private meeting with the new Employee. Such private meeting will occur at the same location as the New Employee Orientation.
- C. Within 30 days of hire, and annually thereafter, the City will provide SCMPEA with Employee contact information in electronic format as required by State law for all represented Employees.
- D. The City shall deduct from twenty-four (24) paychecks of unit employees the regular [periodic] Association membership dues as certified by an authorized official of the Association, and transmit such deductions monthly to the Association. Such deduction shall be made only when the Association member's earnings for a pay period are sufficient after other legally required deductions are made. It is agreed that the City assumes no liability on account of any actions taken pursuant to this section.
- E. The Association will provide the City a minimum of thirty days' notice of any change in the amount of membership dues to be deducted
- F. The City agrees to provide SCMPEA with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the City, and home address of any newly hired employee within thirty (30) days of the date of hire. The City also agrees to provide SCMPEA with a list of the foregoing information for all bargaining unit employees at least once every 120 days at SCMPEA's written request.
- G. Notwithstanding the foregoing, in accordance with Government Code Section 6254.3(a)(3), the City will not provide SCMPEA with the home address or any phone number on file with the City of any employee performing law enforcement-related functions. For purposes of this Agreement, "law enforcement-related functions" includes any City police department

employee and any City code enforcement officer. In accordance with Government Code Section 6254.3(c), the City will not provide SCMPEA with any home address, home telephone number, personal cellular telephone number, or personal email address of any employee who has made a written request to the City regarding non-disclosure of said information (except, with respect to personal email addresses, as may be necessary to comply with the California Public Records Act).

7. Dues Deduction. SCMPEA may request that the City deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by SCMPEA, from the wages and salaries of SCMPEA members. SCMPEA hereby certifies that SCMPEA has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. Accordingly, SCMPEA membership dues shall be deducted over 24 pay periods in accordance with the City procedures and provisions of applicable law from the salary of each employee whose name is provided by SCMPEA. Such deduction shall be made only when the SCMPEA member's earnings for the subject pay period are sufficient after other legally required deductions are made.
 - A. Remittance of the aggregate amount of all such monies shall be made by the City to SCMPEA at the conclusion of each payroll period in which said dues were deducted. Any changes in SCMPEA dues must be given to the City a minimum of thirty (30) days prior to change to accommodate changes to payroll.
 - B. SCMPEA shall have a duty to defend and shall indemnify and hold harmless the City against any liability arising from a claim, demand, or other action relating to any SCMPEA requested deduction, or any provision or obligation set forth in this Article. The City reserves the right to select its own counsel for its defense hereunder at the SCMPEA's expense.
8. Maintenance of Membership. Any employee in the SCMPEA represented bargaining unit who has authorized SCMPEA dues deductions prior to the City Council's approval and adoption of this Agreement or at any time subsequent to such approval and adoption, shall continue to have such dues deductions made by the City during the term of this Agreement; provided, however, that any employee in the unit may terminate such dues deduction during the first thirty (30) days immediately following the City Council's approval and adoption of this Agreement and during the period of December 1 through December 31 of each year of the Agreement by notifying SCMPEA in writing of his/her termination of the dues deduction. Such notification shall be delivered in person or by U.S. mail and should be in the form of a letter containing the following information: employee name, job classification, and department name. SCMPEA will provide the City's Human Resources Department with the appropriate documentation to process these dues deduction cancellations within ten (10) business days after the close of the withdrawal period.

ARTICLE VII

COMPENSATION

1. Salaries. Assuming funding pursuant to the American Rescue Plan Act of 2021 (which guidelines have only recently been published) as a condition precedent, the City proposes to provide additional pay to all bargaining unit employees as follows:

- A. Miscellaneous. The City will provide a \$2.00 per hour non-pensionable additional pay on top of the base pay rate for all represented miscellaneous job classes (except the Police Support Services Manager).
- B. Police Support Services Manager. The City will provide a \$4.00 per hour non-pensionable additional pay on top of the base pay rate.
- C. Police and Fire. The City will provide a \$6.00 per hour non-pensionable additional pay on top of the base pay rate for all represented safety job classes.
- D. Additional pay increases will be effective retroactively to July 1, 2021, if the Tentative Agreement is ratified and signed by Union at least one day prior to the City Council meeting scheduled for July 6, 2021. Alternatively, the premium increase will be effective the first full pay period after City Council adoption of the Tentative Agreement.
- E. Payments will be made on a bi-weekly basis. All the hourly increases authorized herein will sunset June 30, 2023.
- F. The previously provided Critical Staffing Retention and Recruiting Pay sunset/expired on June 30, 2021 and shall not be included in this successor MOU.

2. Salary Schedule. The Salary Schedule for SCMPEA Employees will be converted to a 5-step pay scale as of the effective date of City Council adoption of this Tentative Agreement.

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

- A. Employees must qualify to receive Acting Pay by acting in the higher job class and performing substantially the full range of duties and responsibilities of the higher job class for a period of two weeks. The qualifying period may be satisfied one full workday at a time.
- B. Employees who have met this requirement after July 1, 2001, and who are recommended by their supervisor and Department Head may be certified as having met the qualifying period.

- C. Employees who are certified to act in a higher job class will receive Acting Pay in an amount of at least 5.0 percent and no more than 10.0 percent of their current salary whenever they act in the higher job class for a minimum of two consecutive weeks while performing substantially the full range of duties and responsibilities of the higher job class.
 - D. In order to receive Acting Pay, employees must meet the minimum qualifications of the higher job class, and employees may not refuse to perform any duty or responsibility of the higher job class.
 - E. Acting Pay shall not be applied to a request to cash-out any form of paid leave, or payment for paid leave hours on the books at time of separation.
4. Special Circumstances – Police Support Services Manager. The Police Support Services Manager position is exempt from the payment of Overtime for all hours worked in addition to that Employee's assigned work hours with the exception of the following Special Circumstance:
- A. The Police Support Services Manager will not be compensated for hours worked in addition to scheduled work hours when performing the supervisory duties of the position.
 - B. If, as a result of a Critical Staffing Shortage, the Police Support Services Manager is assigned by their supervisor to work a full shift as a Public Safety Dispatcher during scheduled days off, those hours will be compensated at the rate of time and one-half of the salary rate of a Public Safety Dispatcher II E-Step.
 - C. Critical Staffing Shortage will be deemed to have occurred when the number of available Public Safety Dispatchers is inadequate to cover the required number of shifts. The number of available Public Safety Dispatchers must be at a level to allow a minimum of one-off day every four days.
 - D. During Critical Staffing Shortages, the Suisun City Police Department incorporates 12-hour work shifts within the Communication/Records Center. This scheduling requires a minimum of two (2) Public Safety Dispatchers to cover each 24-hour day.
 - E. During the Critical Staffing Shortages, the Suisun City Police Department Communications Center will be staffed with one (1) Public Safety Dispatcher.
 - F. A Non-Critical Staffing Period is one in which adequate staffing is available to fill an unexpected vacancy or a shift shortage. The Police Support Services Manager is authorized to require an available Public Safety Dispatcher to fill a shift vacancy. Should the Police Support Services Manager choose to work a vacant shift to avoid requiring an available Public Safety Dispatcher to work, the time worked will not be compensable.

G. During scheduled workdays, the Police Support Services Manager will not receive Overtime compensation when required to extend the workday up to two (2) hours to fill an unexpected shift vacancy as a Public Safety Dispatcher.

5. Special Circumstances – Police Commander. Police Commanders will receive extra compensation at the rate of time and a half for actual hours worked outside of normal scheduled work hours when required to respond after hours, in person, to critical emergencies, as authorized by the Police Chief. The Police Commanders will not be compensated for hours worked in addition to scheduled work hours when performing their general duties which may extend their workday.

6. Fire Duty Chief Standby Pay. Due to the City's inability to afford full-time staff to serve as a Fire Duty Chief for each 24-hour shift, Fire Division Chiefs may be assigned to serve as Fire Duty Chief on a standby basis in addition to regular hours worked, typically overnight and on regularly scheduled days off. Effective retroactive to July 1, 2020, Fire Division Chiefs assigned to serve as Duty Chief shall receive non-pensionable Fire Duty Chief Standby Pay per assigned shift as follows: \$200 per weekday evening shift (5:01 p.m. to 8:29 a.m.), \$200 per weekend day shift (8:30 a.m. to 8:29 p.m.), and \$200 per weekend evening shift j(8:30 p.m. to 8:29 a.m.). It is expected that such assignment would be made on a monthly basis taking the form of a rotation between participants to reduce the burden on any single individual and to distribute evenly the assignment to the maximum extent possible. The Fire Chief may share in this assignment rotation. For example, if three Employees were to share Fire Duty Chief responsibilities, each would be assigned 10 days spread over a 30-day month, adjusted appropriately for months of greater or lesser days. Employees must be scheduled for Fire Duty Chief Standby in Such a manner as to ensure at least two-consecutive days off (e.g., no regular or standby work assignment) each week of a month to the maximum extent possible. The Fire Chief shall have the sole ability to schedule the Fire Duty Chief assignments based on staffing, budget, and operational discretion as he/she sees fit, but shall not assign him/herself any greater participation than assigned to any single Fire Division Chief to the maximum extent possible and/or mutually agreed upon allotment between the Chief Officers.

ARTICLE VIII HOURS OF WORK

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

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

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

- B. An Alternative Work Schedule, such as four consecutive 10.0 hour days in a seven-day period beginning at noon on Friday through noon on the following Friday (hereinafter "4/10"), or nine workdays totaling 80 hours during a fourteen-day period beginning at noon on Friday through noon on the following Friday (hereinafter "9/80"), or any other configuration approved by the Department Head and City Manager. Assignment to an Alternative Work Schedule is subject to Department Head recommendation and City Manager approval and shall not be considered permanent. At such time as the Department Head and City Manager determine that the schedule does not meet departmental needs, the Employee shall be reassigned to another work schedule.
 - C. Non-Exempt Employees shall not be scheduled to work more than seven consecutive days without two scheduled days off, except in emergency situations.
 - D. Employees assigned to an Alternative Work Schedule may have the start of the workweek changed in accordance with the requirements set forth in the Fair Labor Standards Act.
 - E. Employees may temporarily flex their schedules with the prior approval of their Department Head, so long as the new schedule meets the City's needs and the Employee works a full schedule or makes up the shortfall with paid leave.
3. Executive Leave. Rules regarding Executive Leave are set forth in Section 8.5 of the Personnel Rules, Administrative Directive. In lieu of Overtime/CTO, 80 hours shall be deposited into the Executive Leave account of each eligible employee in the bargaining unit in the first full pay period of each fiscal year. Additionally, an eligible employee will receive one hour of Executive Leave for each hour of work assigned and approved by their Department Head, that is worked outside of the regular work day, not to exceed 40 additional hours per fiscal year (i.e. 120 Executive Leave accrued for hours for the fiscal year). Examples of such assigned tasks outside of the regular workday are City Council meetings, City events, or emergency response.

The cash-out options below shall supersede the provisions of Section 8.5 of the Personnel Rules, Administrative Directive:

- A. 1-10 years of service with Suisun City – 40 hours;
 - B. After completing 10 years and higher – 50 hours;
 - C. Any Executive Leave accumulated over 80 hours due to working hours outside of the Employee's normal workday as described above, may be cashed out once each fiscal year according to the cash-out rules.
4. Executive Leave Cash-Out. Employees can cash-out Executive Leave in the amounts depicted in Section 3 above in January. The Finance Department will send out a request form, in November of the preceding calendar year, that includes written verification of each employee's current CTO balance. Employees may make an irrevocable request for the upcoming calendar year

to cash-out Executive Leave by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form. With the exception of the January cash-out, Employees may not cash-out Executive Leave except upon leaving City Service. No Executive Leave cash-out election will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.

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

ARTICLE IX

FIRE CAPTAIN GUIDELINES

1. Work Schedule. In addition to those work schedules already set forth in the SCMPEA MOU, Fire Captains will be assigned to a 48/96 work schedule consisting of 24-hour shifts to comprise a 56-hour workweek to be determined by the Fire Chief.

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

- A. The City agrees to compensate Employees scheduled to a 48/96 schedule consisting of a 56-hour workweek at a rate of one and one-half times the Employees' regular rate of pay, as that phrase is defined in the FLSA (hereinafter "Overtime Rate") for each hour of work required in excess of their scheduled 53 hours per workweek.
- B. The City will implement reporting of time worked over the FLSA threshold of 53 hours per workweek as premium pay in accordance with California Code of Regulations (CCR), Title 2, Section 571.
- C. Employees shall be compensated at the applicable Overtime Rate for work assigned in excess of the regularly scheduled work day.
- D. For purposes of Overtime computation, all paid time, including Sick Leave, Vacation Leave, Holiday Leave and Compensatory Time Off (the "CTO"), shall be considered hours worked.
- E. All overtime hours must be approved in advance by the Fire Chief or his/her designee; provided, however, that when emergency conditions exist, the Fire Chief or his/her designee may approve exceptions to this procedure.

3. Overtime Credited as CTO. Except as provided in Section c. of this agreement section, overtime worked may be credited as CTO or be paid as overtime at the discretion of the Employee. CTO will be credited at a rate of one and one-half times the overtime hours worked. The maximum accumulation of CTO is as follows:

- A. First 10 years of City service: 160.0 hours;
- B. Over 10 years of City service: 200.0 hours;

C. Any Overtime worked in excess of these limits shall be compensated on a paid basis.

4. Above CTO Limit. If an Employee is at or above the CTO Limit, then he/she will prospectively only get paid Overtime (as opposed to CTO) for Overtime worked. Once the CTO balance has been reduced by 40.0 hours below the limit, an Employee will again be allowed to accrue CTO as opposed to receiving Overtime pay. Upon separation of service, an Employee is entitled to receive the cash value of all accrued CTO.

5. Conversion of Executive Leave to CTO. Employees with an accrued Executive Leave Balance may convert such leave balance to CTO on an hour for hour basis subject to established limits. Of the Fiscal Year 2018-19 Executive Leave of 80 hours deposited on July 1, 2018, 40 hours will be returned to the City as a prorated share. Administrative Leave Balance in excess of established limits will be paid to the Employee as cash value.

6. Salaries. The City will provide hourly compensation for Fire Captains at the same monthly rate as contained in the Citywide Salary Schedule. Hourly rates will be calculated to reflect Alternative Work Schedules described herein.

7. Call Back. All hours worked when called back to work will be paid at the overtime rate. An employee will be paid a minimum of two (2) hours of call back pay. Call Back Pay will commence when the employee departs to the requested work location.

8. Paid Leave. All paid leave (Sick Leave, Vacation Leave, Holiday Leave, and Executive Leave) shall be charged to the Employee's paid leave balance(s) for all hours not worked up to the scheduled hours for that day(s). For example, if an Employee is off sick on a 12.0-hour day, that Employee's Sick Leave balance would be reduced by 12.0 hours for that absence. Similarly, if a Holiday falls on a 12.0-hour Workday, the Employee would receive 9.9 hours of Holiday Time Off and the balance of 2.1 hours may be made up through use of Vacation Leave, Holiday Leave, or Executive Leave. Sick Leave may not be used to make up for Holiday Time Off shortfalls.

ARTICLE X VACATION LEAVE

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

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

A. For the First Five Years of Service. Employees shall earn and be credited with Vacation Leave at the rate of 80.0 hours per year for those working 40.0 hours per week or 9/80 two-week schedule.

- B. Commencing with the Sixth Year. Employees shall earn and be credited with Vacation Leave at the rate of 120.0 hours per year for those working 40.0 hours per week or 9/80 two-week schedule.
 - C. Commencing with the Eleventh Year. Employees shall earn and be credited with Vacation Leave at the rate of 160.0 hours per year for those working 40.0 hours per week or 9/80 two-week schedule.
 - D. Commencing with the Sixteenth Year. Employees shall earn and be credited with Vacation Leave at the rate of 184.0 hours per year for those working 40.0 hours per week or 9/80 two-week schedule.
2. Fire Vacation Accrual.
- A. For the First Five Years of Service: Employees shall earn and be credited with Vacation Leave at the rate of 112.0 hours per year for those working a 56 hour per week schedule.
 - B. Commencing at the start of the Six Year: Employees shall earn and be credited with Vacation Leave at the rate of 168.0 hours per year for those working a 56 hour per week schedule.
 - C. Commencing at the start of the Eleventh Year: Employees shall earn and be credited with Vacation Leave at the rate of 224.0 hours per year for those working a 56 hour per week schedule.
 - D. Commencing at the start of the Sixteenth Year: Employees shall earn and be credited with Vacation Leave at the rate of 257.6 hours per year for those working a 56 per week schedule.
3. Maximum Accumulation. Employees with 15 or fewer years of service with the City may accumulate up to a maximum of 240.0 hours of Vacation Leave. Employees with over 15 years of service with the City may accumulate up to a maximum of 320.0 hours of Vacation Leave. Under exceptional circumstances, such as heavy workloads or staffing shortages, the City Manager may authorize the accumulation of additional Vacation Leave. If an Employee is at the limit, he/she must request to take Vacation Leave off. If a written request to do so is disapproved, the limit may be increased by the City Manager. Failure to request time off will result in stopping the accrual of Vacation Leave until the balance is reduced by 40 hours.
4. Vacation Cash-Out. Employees may Cash-out a maximum of forty (40) hours in January of each year as long as there remains a minimum of eight (8) hours in employee's vacation leave after cash-out. The Finance Department will send out a request form, in November of the preceding calendar year, that includes written verification of each employee's current Vacation Leave Balance. Employees may make an irrevocable request for the upcoming calendar year to

cash-out Vacation Leave by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form. With the exception of the January cash-out, Employees may not cash-out Vacation Leave except upon leaving City Service. No CTO cash-out election will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.

5. Holiday During Vacation. An Employee is not charged Vacation Leave for a Holiday occurring during his/her Vacation Leave.

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

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

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

ARTICLE XI UNIFORMS AND UNIFORM ALLOWANCES

1. Uniform Allowances. Annually the City shall pay those Employees required to wear uniforms in the performance of their duties as follows:

| <u>Job Class</u> | <u>Total</u> |
|---------------------------------|--------------|
| Police Commander | \$1300 |
| Fire Division Chief | \$1300 |
| Fire Captain | \$1300 |
| Police Support Services Manager | \$900 |

Uniform allowance will be paid on the regular paychecks of a pro-rata basis, equally divided across each of the 26 paychecks.

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

ARTICLE XII RETIREMENT BENEFITS

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

1. Classic Miscellaneous Employee Benefits. Except as otherwise provided in this Article, the City agrees to provide the 2.0 percent at 55 PERS Retirement Plan, with One-Year Final Compensation, including the 1959 Survivor's Benefit Level 3, for Miscellaneous Employees. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS. All Miscellaneous employees covered by this MOU will receive an increase to their base hourly rate of 7.5 percent in exchange for Classic Miscellaneous employees paying the full employee contribution along with PEPRAs employees as soon as practicable after CalPERS approval of the EPMC change.

2. Classic Safety Fire Employee Benefits. Except as otherwise provided in this Article, the City agrees to provide the 2.0 percent at 55 PERS Retirement Plan, with One-Year Final Compensation, including the 1959 Survivor's Benefit Level 3, for Safety Fire Employees. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS. The salaries for Employees covered under the Safety Fire PERS Plan have been increased by 5.0 percent in lieu of the City's provision of 2.0 percent at 50 Safety Fire Retirement Plan. All Fire Safety employees covered by this MOU will receive an increase to their base hourly rate of 7.5 percent in exchange for the Classic Safety Fire Employees paying the full employee contribution along with PEPRAs employees as soon as practicable after CalPERS approval of the EPMC change.

3. Classic Safety Police Employee Benefits. The City agrees to participate in the PERS 3.0 percent at 50 Retirement Plan, with One-Year Final Compensation and Credit for Unused Sick Leave Government Code Sections 20042 and 20965 respectively. This Credit will be reduced by the number of hours converted to cash pursuant to Section 6 of Article IX. The following provisions apply to Employees receiving Safety Police benefits:

- A. The City agrees to continue to provide Level 4, Survivor Benefits through Public Employees Retirement System, (hereinafter "PERS").
- B. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS.
- 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.
- D. All Safety Police employees covered by this MOU will receive an increase to their base hourly rate of 5.5 percent in exchange for the Classic Safety Police Employees paying the full employee contribution along with PEPRAs employees as soon as practicable after CalPERS approval of the EPMC change.

4. PEPRA New Miscellaneous Employee Benefits. The City agrees to provide 2.0% at 62 PERS Plan for New Miscellaneous Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by

CalPERS. Pursuant to PEPR, no EPMC is available. Should any provision in this Agreement be determined to be in conflict with PEPR, the provisions of PEPR shall take precedence.

5. PEPR New Safety Fire Employee Benefits. The City agrees to provide 2.0% at 57 PERS PEPR Plan for New Safety Fire Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPR, no EPMC is available. Should any provision in this Agreement be determined to be in conflict with PEPR, the provisions of PEPR shall take precedence.

6. PEPR New Safety Police Employee Benefits. The City agrees to provide 2.7% at 57 PERS Plan for PEPR New Safety Police Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPR, no EPMC is available. Should any provision in this Agreement be determined to be in conflict with PEPR, the provisions of PEPR shall take precedence.

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

ARTICLE XIII MEDICAL & DENTAL INSURANCE

1. Core Flex Plan. The City will contribute the following Core Flex Plan amounts toward the monthly premium cost based on the 2021 Kaiser Permanente Region 1 Premium:

| <u>Time Period</u> | <u>Employee</u> | <u>Employee + One</u> | <u>Employee + Family</u> |
|--|-----------------|-----------------------|--------------------------|
| 7/1/21 through MOU Term | \$813.64 | \$1,627.28 | \$2,115.46 |
| Or the equivalent of the Kaiser Permanente Region 1 Premium, whichever is greater. | | | |

Should the Kaiser Permanente Region 1 premium cost be less than the amounts listed above, the City shall pay no more that the full cost of the Kaiser Permanente rate for employees who select Kaiser Permanente.

2. Flexible Benefit Options. The City agrees to provide \$500.00 per month (employee only) and \$700.00 per month (employee plus one or more dependents) Flexible Benefit Credit that may be used in lieu of the Core Flex Plan enrollment per Section 1 of this Article. The Flexible Benefit Credit may be divided among Dental Premiums, Flexible Spending Accounts, and Taxable Cash Option. An Employee must choose the Flexible Benefit Options during the Open Enrollment Period established in the Suisun City Flexible Benefits Plan.

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

4. Medical Insurance Benefits after Death While on Duty. Should a Sworn Police member of SCMPEA lose his/her life in the line of duty, the City agrees to continue to pay medical insurance

payments as outlined above for the member's immediate dependent family. Said payments will continue for a period of up to three years, providing the City's insurance plan allows for continued participation. The surviving dependent family member(s) may remain on the City's medical plan at its own cost after the three years has elapsed, providing that the plan allows for continued participation.

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

6. Sick Leave Conversion to Fund Medical Premiums. Upon normal retirement from the City by a Sworn Police member of SCMPEA, 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 Subsection 3.A. of Article VIII.

ARTICLE XIV LIFE INSURANCE AND DEFERRED COMPENSATION

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

2. ICMA Deferred Compensation Plan. The City agrees to provide the ICMA Deferred Compensation Plan as an optional benefit to City Employees. The City will match the Employee's contribution up to 4% of the employee's base salary or \$118.00 (per pay period), whichever is greater. The City's match will be contributed to participating Employees on a pay-period basis.

ARTICLE XV SUPPLEMENTAL INSURANCE

The City has contracted with Colonial to replace Aflac for voluntary supplemental insurance benefits. As of 7/1/2021, the City will no longer deduct Aflac payments via payroll deduction. Employees will have the option to continue their Aflac coverage on their own or can enroll in Colonial which will be administered by City payroll deductions. It shall be agreed that the City may choose different supplemental insurance providers from time to time as needed to provided such voluntary benefits in the best interest of the City.

ARTICLE XVI MILEAGE REIMBURSEMENT

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

ARTICLE XVII WORKERS' COMPENSATION COVERAGE

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

ARTICLE XVIII STATE DISABILITY INSURANCE COVERAGE

1. State Disability Insurance. The City shall participate under the State Disability Insurance Program (hereinafter "SDI") for employees represented by SCMPEA.
2. Payment of SDI Premiums. SDI premiums shall be paid in full by the City on behalf of all participating Employees.

ARTICLE XIX PAYROLL STATUS

1. Payroll Status. Any Regular Employee shall be considered to be in a Payroll Status if the Employee is employed by the City under the one of the following conditions:
 - A. Working Full-Time.
 - B. Working Part-Time.
 - C. Working on a restricted or limited duty basis.
 - D. Off work due to an injury or illness covered under Workers' Compensation.
 - E. Off work due to an injury or illness covered under State Disability Insurance.
 - F. Off work while on an approved leave of absence covered under the Family and Medical Leave Act (FMLA).
 - G. Off work while on an approved leave of absence covered under the California Family Rights Act (CFRA).
 - H. Off work while on an approved leave of absence covered under Pregnancy Disability Leave (PDL).
2. Continuation of City-Paid Insurance Premiums. The City shall continue to contribute the City's share of the health, life, and dental insurance premiums on behalf of an Employee who is receiving Workers' Comp/SDI benefits, as long as he/she is in a Payroll Status with the City or within the period provided in Chapter 10 of the Personnel Rules. An Employee is in a Payroll Status with the City, as long as he/she is using accrued Sick Leave, Vacation Leave, CTO, and/or

Holiday Leave in conjunction with Workers' Comp/SDI benefits to create the equivalent of his/her normal paycheck.

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

An Employee off work pursuant to Subsection D. of this Article, and who has insufficient accrued paid leave balances to create the equivalent of his/her normal paycheck shall be considered in a Non-Payroll Status. The Employee will no longer accrue paid leave (Vacation, Sick, and Holiday); however, the City will continue to contribute the City's share of health insurance premiums on the Employee's behalf for a period of no more than 12 months from the date of injury.

ARTICLE XX WORKERS' COMP/SDI MEDICAL LEAVE

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

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

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

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

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

3. How a Supplement is Treated. The Employee shall receive 100.0 percent of the Employee's gross salary rate until such time as the City is notified of the benefit paid to the Employee. The pay period following notification (normally the next pay period), the Employee will receive 100.0 percent of Employee's gross salary rate less the supplemental amount

provided by Workers' Comp/SDI. Upon deduction of the amount equal to the supplemental amount from the Employee's gross pay, the Employee's Sick Leave, Vacation Leave, Executive Leave, and/or Holiday Leave shall be credited to the Employee's appropriate benefit accounts in an amount equal to the Employee's hourly Pay Rate.

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

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

ARTICLE XXI SICK LEAVE

Rules regarding Sick Leave are set forth in Section 10.1 of the Personnel Rules. Employees off work on a protected leave status shall be required to use available accrued paid leave prior to going leave without pay.

ARTICLE XXII FAMILY OR MEDICAL LEAVE

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

ARTICLE XXIII PREGNANCY DISABILITY LEAVE

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

ARTICLE XIV LEAVE OF ABSENCE DUE TO INJURY INCURRED WHILE ON DUTY

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

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

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

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

ARTICLE XV BEREAVEMENT / COMPASSIONATE LEAVE

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

ARTICLE XXVI CATASTROPHIC LEAVE–SHARING PROGRAM

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

ARTICLE XXVII JURY DUTY

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

ARTICLE XXVIII MILITARY LEAVE

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

ARTICLE XXIX AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY

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

ARTICLE XXX UNAUTHORIZED LEAVE OF ABSENCE

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

ARTICLE XXXI PAID ADMINISTRATIVE LEAVE

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

ARTICLE XXXII LEAVES IN CONJUNCTION WITH OTHER LEAVES

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

ARTICLE XXXIII TOTAL LEAVES OF ABSENCE

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

ARTICLE XXXIV DAYS OFF WITHOUT PAY

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

ARTICLE XXXV

MUNICIPAL HOLIDAYS

1. Recognized Holidays. The following are recognized as Holidays:
The first day of January, New Year's Day.
The third Monday in January, Martin Luther King's Birthday.
The third Monday in February, President's Day.
The last Monday in May, Memorial Day.
The fourth day of July, Independence Day.
The first Monday in September, Labor Day.
The second Monday in October, Columbus Day.
The eleventh day of November, Veteran's Day.
The fourth Thursday in November, Thanksgiving Day.
The fourth Friday in November, the day after Thanksgiving Day.
The twenty-fifth day of December, Christmas Day.
One floating Holiday shall be posted on the first pay period in July and one floating Holiday on the first pay period in January to the Holiday Leave balance.
Any date proclaimed by the Mayor of Suisun City as a Holiday.

Holidays proclaimed by the President of the United States or the Governor of the State of California shall be subject to the meet and confer process.

2. Observance. When a Holiday falls on Sunday, it shall be observed on the following Monday. When a Holiday falls on Saturday, it shall be observed on the preceding Friday.
3. Holiday Time Off. An Employee will accrue 8.0 hours of Holiday Time Off when assigned to a workweek of 40.0 hours, or 9.9 hours of Holiday Time Off when assigned to a workweek of 49.5 hours for each observed holiday. An Employee may use Vacation Leave, Executive Leave, or work additional time (on an hour-for-hour basis) during the work period to make up the difference between his/her scheduled time and his/her accrued Holiday Time Off.
4. Holiday Time Off Usage. Holiday Time Off may be used as follows:
 - A. When the Fourth of July falls on a day when an Employee is scheduled to work and the Employee is directed to work that day for a period of time up to one-half the number of hours of Holiday Time Off afforded to that Employee, the Employee's Holiday Leave balance shall be credited with an amount equal to one-half the number of Holiday Time Off hours set forth in Section 3 of this Article.
 - B. When the Fourth of July falls on a day when an Employee is scheduled to work and the Employee is directed to work that day for a period of time equal to at least three-quarters of the number of hours of Holiday Time Off afforded to that Employee, the Employee's Holiday Leave balance shall be credited with an amount equal to the total number of Holiday Time Off hours set forth in Section 3 of this Article.

- C. When a Holiday falls on a day when an Employee is not scheduled to work and the Employee does not work that day, the Employee shall have an amount equal to the number of Holiday Time Off hours credited to his/her Holiday Leave balance.
 - D. When a Holiday falls on a day when an Employee is scheduled to work and the Employee does not work, the Employee shall be compensated as if he/she had worked that day consistent with Section 3 of this Article.
5. Holiday Leave Balance. Holiday Leave shall be accumulated separately from Vacation Leave. Holiday Leave may be used for paid leave purposes (essentially in the same manner as Vacation Leave). In order to encourage Employees to take advantage of their Holiday Leave, a maximum of 100 hours is allowed to accrue in that balance. Employees may not cash out Holiday Leave except upon leaving City service or in the case of an emergency with City Manager approval. If an Employee is at the limit, he/she must request to take Holiday Leave off. If a written request to do so is disapproved, the limit shall be increased by the City Manager. Failure to request time off would result in discontinuing the accrual of Holiday Leave until the balance is reduced by 20 hours.
6. Non-Exempt Fire Safety Employee Holidays. The following provisions apply to Non-Exempt Employees assigned to a 48/96 schedule in lieu of other provisions contained in this Article:
- A. For purposes of this subsection, a holiday is any holiday defined or declared in this Article or Section 8.6 of the Personnel Rules. A holiday shall start at 12:00 a.m. and end at 11:59 p.m. of the same calendar day.
 - B. Employees who are regularly scheduled, or scheduled with more than 5 days' notice, to work a holiday shall be paid an Overtime Rate of one and one half (1.5) times the Employee's regular rate of pay for each hour worked.
 - C. Employees who are called back to work on a holiday outside their normal working hours, with less than 5 days' notice, shall be paid an Overtime Rate of two (2) times the Employee's regular rate of pay for each hour worked.
 - D. In lieu of Section 8.6.12 of the Personnel Rules and similar provisions of this Article, Employees shall have deposited into their Vacation Leave banks 8.0 hours of Vacation Leave in the first pay period of July and 8.0 hours of Vacation Leave in the first pay period of January. Such additional leave deposits are subject to Article XVI of this Agreement.
 - E. Subsection 2 of this Article and Section 8.6.14 of the Personnel Rules shall not apply.

ARTICLE XXXVI REIMBURSEMENT FOR EDUCATION OR TRAINING

1. Approval. On the recommendation of a Department Head and the approval of the City Manager, any Employee may embark on an approved course of education to enhance his/her job skills. A course of study may include courses needed to gain a degree in a job-related field or to improve opportunities for advancement or promotion with the City of Suisun City. If the Employee's Department Head will not recommend reimbursement for a course of study, the Employee may appeal to the City Manager or designee.

2. Reimbursement. Employees are eligible for educational reimbursement for approved classes, including tuition and books, which shall not exceed \$1,500 per Employee per year. Upon successful completion of the coursework, the Employee shall submit to the Department Head and HR copies of dated receipts showing education costs (tuition, books, materials, mileage), as well as transcripts, grades or certificates showing successful course completion. If an Employee leaves City service within two years of receiving education reimbursement, the Employee must reimburse the City an amount equal to half of the total education reimbursement paid by the City.

3. Certification and Educational Incentive Pay. In order to encourage employees to provide optimum service to the public, employees may up to 5% incentive for a certification or relevant advanced education degree, added to their base rate. A certification or advanced degree required for the position is not eligible for the incentive pay. To receive certification or education incentive pay, proof of completion must be submitted to the City Manager. The following list is eligible for incentive pay at the assigned incentive rate:

- | | | |
|----|--|--------|
| A. | Advanced degree beyond current requirement for job (AA, Bach. degree, Masters) | = 3% |
| B. | Chief Officer (FIRE) | = 1.5% |
| C. | Paramedic | = 1.5% |
| D. | POST Advanced Certificate | = 5.0% |

ARTICLE XXXVII PROBATIONARY PERIOD

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

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

ARTICLE XXXVIII PERFORMANCE EVALUATIONS

1. Annual Performance Evaluation. Every Regular Employee in the Classified Service shall receive a performance evaluation by his/her immediate supervisor at least annually. The annual

review will normally occur within 30 days of the Employee's Anniversary Date, unless an alternate schedule is approved by the City Manager.

2. Purpose. The purpose of the Annual Performance Evaluation is to promote the successful performance of all City Employees through a process that provides feedback on past performance and directs future performance by identifying performance goals and objectives.

3. Procedure. The Administrative Services Director shall approve the format for performance evaluations, which may vary by department, Position, or Employee's responsibilities. Included in the performance evaluation may be, 1) an assessment of what additional tools, such as upgraded software, may be needed; and 2) what training should be made available to the employee to assist in improving the level of performance. 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. Merit Increases. In order to advance to a Pay Rate in the Pay Range, the evaluation must demonstrate that the advancement is merited on the basis of job performance. Performance ratings shall guide supervisors and Department Heads in determining whether merit advancements have been earned and should be recommended to the City Manager. Department Heads shall have the authority and responsibility to withhold or delay merit advancements if such advancement is not merited.

ARTICLE XXXIX GRIEVANCE PROCEDURE

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

ARTICLE XL DISCIPLINARY ACTION

Rules regarding the Disciplinary Action are set forth in Chapter 12 of the Personnel Rules.

ARTICLE XLI CONTRACTING OUT

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

ARTICLE XLII EMPLOYEE ASSISTANCE PROGRAM

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

ARTICLE XLIII IDENTIFICATION CARDS

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

ARTICLE XLIV LAYOFF AND REEMPLOYMENT

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

ARTICLE XLV TEMPORARY MEASURES

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

2. Unwinding Protocol. The Parties agree that unwinding the Temporary Measures is subject to the meet and confer process as provided in the Meyers-Milias-Brown Act (Government Code Section 3500 *et seq.*). The Parties also agree that the preferred unwinding protocol should proceed as follows:

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

ARTICLE XLVI GENERAL PROVISIONS

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

2. Full Understanding. The Parties agree that this Agreement sets forth the full and entire understanding of the Parties regarding the matters set forth herein, and verbal statements shall not supersede any of its provisions.

3. No Requirement to Meet and Confer. Except as otherwise provided in this Article, the Parties agree that neither Party shall be required to meet and confer concerning any specific provision of this Agreement during the term of this Agreement.
4. Reopener. Upon the written request of the City Manager, the Parties agree to reopen negotiations during the term of this Agreement for the following purpose:
- A. Declaration of a Fiscal Emergency by the City Council which could result in Layoffs if the Parties do not meet and confer on alternatives.
 - B. If any other bargaining group has an employment contract with the City of Suisun City that contains applicable compensation provisions that are more advantageous for the Employees than this Agreement, the Parties may agree to meet and confer on the modification of this Agreement.
 - C. A positive or negative change occurs in the City's fiscal status that would affect the availability of funding for services provided in whole or in part by Employees represented by SCMPEA.
 - D. Update/Amend/Replace the City's Employer-Employee Relations Resolution; and
 - E. Update/Amend the City's Administrative Directive AD7 – Personnel Rules & Regulations.
 - F. Notwithstanding the provisions of California Government Code section 20516.5, the Parties agree that the above-indicated represent the only bases for reopening this Agreement during its term.
5. Savings Clause. In the event that the implementation of any article, section or subsection of this Agreement shall be frustrated on account of the operation of law or by any tribunal of competent jurisdiction, or if compliance with any article, section or subsection would be frustrated or restrained by such law or tribunal, representatives of the City and the Association shall, if possible, meet and confer for the purpose of endeavoring to agree on a replacement for such article, section or subsection.
6. No Strike/Lockout. The SCMPEA agrees that there will be no strike, work stoppage, slowdown, "sick in", sit down, refusal to perform work, other interference with City operations, picketing, or refusal to enter upon City premises on any account or in connection with any grievance or dispute. The City agrees that it will not engage in any lockouts during the term of this Agreement.
7. Successor Agreement. This Agreement shall be in full effect from July 1, 2021 through and including June 30, 2023. Either Party may serve upon the other its written request to commence negotiations, as well as its initial written proposals for such successor Agreement as early as February 1, 2023. Upon receipt of such written notice and proposals, negotiations shall commence no later than 30 days thereafter. 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 consistent with City Council policy direction, with the intent to be completed no later than June 30, 2023

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

9. Effective Date. The effective date of this Agreement shall be July 1, 2021.

[SIGNATURES ON NEXT PAGE]

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SUISUN CITY AND THE SUISUN CITY
MANAGEMENT AND PROFESSIONAL EMPLOYEES' ASSOCIATION
JULY 1, 2021 THROUGH JUNE 30, 2023**

**CITY OF SUISUN CITY
REPRESENTATIVES:**

Gregory Folsom
City Manager

Christina Penland
Human Resources Administrator

Approved as to form
Aleshire & Wynder, LLP

Anthony R. Taylor, City Attorney

**SCMPEA
REPRESENTATIVES:**

Mary LaPlante, Managing Labor Representative
City Employee Associates

Jeffrey Downey, SCMPEA President

Daniel Healey, SCMPEA Vice President

Amanda Dum, SCMPEA Secretary

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SUISUN CITY AND THE SUISUN CITY
MANAGEMENT AND PROFESSIONAL EMPLOYEES' ASSOCIATION
JULY 1, 2021 THROUGH JUNE 30, 2023**

**CITY OF SUISUN CITY
REPRESENTATIVES:**



Gregory Folsom
City Manager



Christina Penland
Human Resources Administrator

**SCMPEA
REPRESENTATIVES:**



Mary LaPlante, Managing Labor Representative
City Employee Associates



Jeffrey Downey, SCMPEA President




Daniel Healey, SCMPEA Vice President



Amanda Dum, SCMPEA Secretary

Approved as to form
Aleshire & Wynder, LLP



Anthony R. Taylor, City Attorney

