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**RESOLUTION NO. 2021-82**

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

**WHEREAS**, the Suisun City Employees' Association (SCEA) Memorandum of Understanding (MOU) 2019-20 expired on June 30, 2021; and

**WHEREAS**, the City and SCEA'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 SCEA membership and then signed by the City and SCEA's authorized labor representatives as a joint recommendation to City Council, subject to City Council approval and adoption of the SCEA MOU 2021-23;

**WHEREAS**, on July 20, 2021, the City Council approved the Tentative Agreement deal points reached by the City and SCEA's authorized labor representatives regarding a new MOU for the period from July 1, 2021 through June 30, 2023 (SCEA MOU 2021-23) with the adoption of Resolution No. 2021-67.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun City hereby adopts Resolution No. 2021-82: Approving the Memorandum of Understanding (MOU) with the Suisun City Employees' Association (SCEA) and Authorizing the City Manager to Execute it on Behalf of the City.

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

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

**WITNESS** my hand and the seal of said City this 17<sup>th</sup> day of August 2021.

  
\_\_\_\_\_  
Anita Skinner  
City Clerk



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

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

Tentative Agreement Approved by City Council July 20, 2021  
MOU Approved by City Council August 17, 2021

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

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

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

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

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

The Parties agree as follows:

**ARTICLE I                      RECOGNITION**

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

Represented Job Classes

Account Clerk I/II-I  
Account Clerk I/II-II  
Account Clerk III  
Accounting Technician  
Administrative Assistant I/II-I  
Administrative Assistant I/II-II  
Building Maintenance Worker I/II-I

Building Maintenance Worker I/II-II  
Building Inspector I/II-I  
Building Inspector I/II-II  
Community Services Officer I/II-I  
Community Services Officer I/II-II  
Computer Technician  
Fleet Mechanic  
Housing Specialist I/II-I  
Housing Specialist I/II-II  
Human Resources Technician (C)  
Maintenance Worker I/II-I  
Maintenance Worker I/II-II  
Office Assistant  
Permit Technician  
Police Evidence and Property Technician I/II - I  
Police Evidence and Property Technician I/II - II  
Public Safety Dispatcher I/II-I  
Public Safety Dispatcher I/II-II  
Public Works Inspector  
Recreation Program Administrative Coordinator  
Recreation Coordinator  
Senior Account Clerk  
Senior Maintenance Worker  
Senior Public Safety Dispatcher  
Youth Services Specialist

2. Human Resources Technician. The Classification of Human Resources Technician 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 SCEA.

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

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 SCEA. Employees who work less than full time are not represented by SCEA. If an Employee who had occupied a Temporary, Provisional, or grant-funded Position is subsequently hired into the same job class as a Regular Employee, he/she shall be placed in the step level nearest to but not lower than his/her last Pay Rate as a Temporary, Provisional, or grant-funded Employee.

5. Classification Study. The City will conduct a classification study of the Maintenance Worker II. The City will not fill vacancies in the Maintenance Worker II classification until the classification study has been completed.

## **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 SCEA

members as efficiently, economically, and expediently as can be achieved by such contracting out, provided that the City shall make every reasonable effort to place Employees displaced by such contracting out in other City service requiring similar skills as the work performed by the Employee when displaced by the contracting out and which requires minimal training to afford the Employee opportunity to adequately perform the new position.

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

### **ARTICLE 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. It is incorporated into this Agreement by reference. Except as may be provided in this Agreement, the applicable sections of the Personnel Rules, as may be amended from time to time, shall apply to the Employees represented by SCEA. Prior to amending Resolution No. 2011-52 regarding wages, hours, or other terms and conditions of employment, the Parties shall first meet and confer on the modifications as provided in the Meyers-Milias-Brown Act (Government Code Section 3500 *et seq.*). Unless otherwise provided in this Agreement, the definitions of terms used in this Agreement shall be the definitions provided in Chapter 2 of the Personnel Rules.

### **ARTICLE V                      NO DISCRIMINATION**

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

### **ARTICLE VI                      DUES, FEES, INSURANCE CHECK OFF**

1. As the recognized majority and/or exclusive employee organization, SCEA requests that the City deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by SCEA, from the wages and salaries of

members of SCEA. SCEA hereby certifies that it 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. SCEA membership dues shall be deducted each pay period in accordance with City procedures and provisions of applicable law from the salary of each employee whose name is provided by SCEA.

2. The City shall provide for payroll deductions on each payroll period (twenty-six times per calendar year). The City shall remit the total amount of deductions to SCEA within thirty (30) days of the date of the deduction. Any changes in SCEA dues must be given to the City a minimum of thirty (30) days prior to change to accommodate changes to payroll.

3. SCEA shall defend, indemnify, and hold City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with the above provisions with the exception of liability caused by City's own negligence.

## **ARTICLE VII                      UNION ACCESS**

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

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

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

A. Pursuant to Government Code section 3505.3, the City shall allow the employee Stewards a reasonable time off without loss of compensation or other benefits when they are participating in any one of the following activities:

- 1) Formally meeting and conferring with representatives of the City on matters within the scope of representation;
- 2) Testifying or appearing as the designated representative of Union in conferences, hearings, or other proceedings before the Public Employment Relations Board, or an agent thereof, in matters relating to a charge filed by the Union against the City or by the City against the Union; and
- 3) Testifying or appearing as the designated representative of the Union in matters before a personnel or merit commission.

- B. Pursuant to Government Code section 3558.8, the City shall grant to employee Stewards, upon written request of SCEA, reasonable leaves of absence without loss of compensation or other benefits for the purpose of enabling employees to serve as stewards or representatives or officers of the exclusive representative, or of any statewide or national employee organization with which SCEA is affiliated.
- 1) SCEA shall reimburse the City for all compensation paid to the employee on leave. Reimbursement by SCEA shall be made on or before thirty (30) days after receipt of the City's certification of payment of compensation to the employee.
  - 2) At the conclusion or termination of leave granted under this section, the employee shall have a right of reinstatement to the same position and work location held prior to the leave, or, if not feasible, a substantially similar position without loss of seniority, rank, or classification.
  - 3) SCEA has no obligation to use leave under this section for an employee and may terminate that leave at any time, for any reason. The City reserves the right to recall any employee on leave pursuant to these sections due to an emergency.
- C. Compensation for release time under this provision shall not exceed the employee Stewards' standard schedule of hours per day and shall not include compensation for overtime. Compensation shall include retirement fund contributions required of the City as an employer. The employee shall earn full-service credit during the leave of absence and shall pay his or her member contributions. The leave of absence without loss of compensation or other benefits provided for by this section is in addition to the release time without loss of compensation or other benefits granted to representatives of SCEA under applicable laws or this MOU.
- D. Pursuant to Government Code sections 3505.3 and 3558.5, for leave requests for three consecutive days or less, SCEA shall submit a written request to the employee Steward's Department Head at least seven (7) days in advance of the requested leave of absence. For leave requests of greater than three consecutive days, SCEA shall submit their written request at least thirty (30) calendar days in advance of the requested leave of absence. The written request shall include the purpose, dates, and duration of the requested leave.
- E. A request for leave of absence may be granted on a full-time, part-time, periodic, or intermittent basis and will be approved if it does not substantially interfere with the performance of City services and operations. If leave is denied, the Department Head shall provide SCEA with written notification of the reasons why the requested leave is denied. If granting the requested leave would create an operational hardship for the City, the parties agree to meet and confer regarding the requested leave in order to identify mutually acceptable alternative dates or amount of leave.
- F. SCEA or the employee shall be required to execute any payroll forms, certifications of time, or other documents as required by the City to ensure that the time reporting is accurate and that the employee is performing the duties of a steward or officer or representative of SCEA during all reported working hours.
- G. The City shall not be liable for an act or omission of, or an injury suffered by, an employee of the City if that act, omission, or injury occurs during the course and scope of the employee's leave

under this section to work for SCEA. If the City is held liable for such an act, omission, or injury, SCEA shall indemnify and hold harmless the City.

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

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

6. New 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 this 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 SCEA representative provide derogatory information or advocacy about the other.

- A. The City will provide SCEA Chapter President and SEIU Field Representative notice of a pending New Employee Orientation within one (1) business day of the execution of an employment offer letter.
- B. One (1) SCEA 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. SCEA 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, SCEA will provide to Human Resources the name and the contact information of its participating representative. The City and SCEA will mutually agree to a suitable time during the New Employee Orientation for SCEA'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 monthly thereafter, the City will provide SCEA/SEIU 1021 Membership Department with Employee contact information in electronic format as required by State law for all represented Employees.
- 1) Name
  - 2) Home Address
  - 3) Classification/Job Title
  - 4) Department
  - 5) Work Location
  - 6) Work, home and personal cellular telephone numbers
  - 7) Personal and work e-mail addresses
- D. Notwithstanding the foregoing, the City will not make any disclosures prohibited under Government Code sections 6254.3(c) & 6254.3 (a)(3).

## **ARTICLE VIII                    COMPENSATION**

1. Salaries. Assuming allowable funding pursuant to the American Rescue Plan Act of 2021 (which guidelines have only recently been published) as a condition precedent, the City shall provide a premium pay to all bargaining unit employees as follows:
- A. Miscellaneous. The City will provide a \$2.00 per hour non-pensionable premium pay on top of the base pay rate for all represented miscellaneous job classes (except Dispatch classifications).
  - B. Dispatch Classifications. The City will provide a \$4.00 per hour non-pensionable premium pay on top of the base pay rate for all represented dispatch job classes.
  - C. Premium 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.
  - D. Payments will be made on a bi-weekly basis. All the hourly increases authorized herein will sunset June 30, 2023.
  - E. 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. Incentive Pay. Upon recommendation of the Department Head and the approval of the City Manager or designee, the City will provide training incentives for special education and certification not already required as part of the Employee's job classification and obtained outside the Employee's working hours. Employees receiving Incentive Pay must maintain certification consistent with the rules of the issuing authority. Failure to do so will result in a suspension of this benefit for a period not to exceed six months. During this suspension period, the Employee must cure the reason for loss of certification, or the suspension shall become permanent.

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

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

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

C. One Employee fluent in Spanish, Tagalog or other language, the use of which the City Manager has determined to be of benefit to the City (based on the recommendation of the Police Chief), shall be paid Bilingual Incentive Pay of \$46.15 per pay period upon written approval by the City Manager.

D. One Employee fluent in Spanish, Tagalog or other language, the use of which the City Manager has determined to be of benefit to the City (based on the recommendation of the applicable department director), shall be paid Bilingual Incentive Pay of \$46.15 per pay period upon written approval by the City Manager.

E. In the case of Bilingual Incentive Pay, fluency shall be certified by a test administered through the Human Resources office. In order to become certified, an Employee must achieve a score of at least 9 on a scale of 12. A certified Employee shall request Bilingual Incentive Pay on a form approved by the City Manager. Employees shall be recertified at least once every two years.

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

- A. Employees must qualify to receive Acting Pay by acting in the higher job class and performing substantially the full range of duties and responsibilities of the higher job class for a period of two weeks. The qualifying period may be satisfied one full workday at a time.
- B. Employees who have met this requirement after July 1, 2001, and who are recommended by their supervisor and Department Head may be certified as having met the qualifying period.
- C. Employees who are certified to act in a higher job class will receive Acting Pay in an amount of at least 5.0 percent and no more than 10.0 percent of their current salary whenever they act in the higher job class for a minimum of two consecutive weeks while performing substantially the full range of duties and responsibilities of the higher job class.
- D. In order to receive Acting Pay, Employees must meet the minimum qualifications of the higher job class, and Employees may not refuse to perform any duty or responsibility of the higher job class.
- E. Acting Pay shall not be applied to a request to cash-out any form of paid leave, or payment for paid leave hours on the books at time of separation.

4. Nighttime Hours Differential. The City will provide a Nighttime Hours Differential equal to 2.5% of the base salary for employees working in the classes of Public Safety Dispatcher I/II or Senior Public Safety Dispatcher who are assigned to work any payable amount of time (to the nearest 15 minutes) between the hours of 7 p.m. and 7 a.m., which is also referred to as the shift premium period.

- A. The Nighttime Differential shall not be paid to any day shift personnel, unless approved by the night shift supervisor to cover a vacancy or if such hours are part of their regularly scheduled shift.
- B. The Nighttime Differential shall be payable only for time worked during the shift premium period and shall not be paid for non-work time, such as sick leave, vacation or other paid leave.

5. Confidential Pay. Currently, the incumbents in the Accounting Tech (assigned to payroll) and the Administrative Assistant II (assigned to Police Department), hired prior to July 30, 2019, receive a 3% pay differential to be added to the employee's base pay. The Confidential Pay Program will end once the current two incumbents vacate these two positions.

6. Pay Adjustments. A salary adjustment will be provided to the Building Maintenance Worker classification series as follows:

- A. Building Maintenance Worker I will receive a 10% salary increase, for internal equity with Maintenance Worker I.
- B. Building Maintenance Worker II will receive a 10% salary increase, for internal equity with Maintenance Worker II.

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

Holiday Leave, or CTO. Sick Leave may not be used to make up for Holiday Time Off shortfalls.

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

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

## **ARTICLE X OVERTIME AND COMPENSATORY TIME OFF**

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

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

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

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

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

5. Overtime Credited as CTO. Except as provided in Section 6 of this Article, Overtime worked may be credited as CTO or be paid as Overtime at the discretion of the Employee. CTO will be credited at a rate of one and one-half times the Overtime hours worked. The maximum accumulation of CTO is as follows:

A. Under five years of City service: 80.0 hours;

B. Five to under ten years of City service: 90.0 hours;

C. Ten to under 15 years of City service: 100.0 hours;

D. 15 years and over of City service: 120.0 hours;

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

6. Above CTO Limit. If an Employee is at or above the CTO limit, he/she will prospectively only get paid Overtime (as opposed to CTO) for Overtime worked. Once the CTO balance has

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

7. CTO Cash-Out. Employees are allowed to cash-out a maximum of 40.0 hours of CTO each January. The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each Employee's current CTO balance. Employees may make an irrevocable request for the upcoming calendar year January cash-out of accrued CTO by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form which must be in the calendar year preceding the January cash-out. With the exception of the November election, Employees may not elect cash-out of accrued CTO 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.

#### **ARTICLE XI                      ELIGIBLE PAID LEAVE CASH-OUT**

As an alternative to CTO Cash-Out, employees are allowed to elect to cash-out a maximum of 40.0 hours of Eligible Paid Leave in November of the calendar year preceding such cash-out. The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each Employee's current Eligible Paid Leave balances. Employees may make an irrevocable request for the upcoming calendar year to cash-out accrued Eligible Paid 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 which must be in the calendar year preceding the cash-out. With the exception of the November cash-out election, Employees may not cash out Eligible Paid Leave except upon leaving City Service. No Eligible Paid Leave cash-out will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons. With respect to this Section, Eligible Paid Leave includes CTO, Holiday Leave, and/or Vacation Leave (in that order of usage). Employees may not cash-out both CTO and Eligible Paid Leave in the same year.

#### **ARTICLE XII                      STANDBY AND CALL-OUT PROCEDURES**

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

1. Those Employees scheduled for weekday Standby Duty (from the end of the Workday on one day to the beginning of the next Workday during the workweek, which is from Monday evening through Friday [or every other Thursday for 9/80 Alternative Work Schedules] morning) will receive 2 hours of Standby Pay per day at the employee's regular rate of pay.
2. Those Employees scheduled for weekend Standby (from the end of the Workday on the last day of the regular workweek to the start of the Workday at the beginning of the next workweek) will receive 2 hours of Standby Pay per day at the employee's regular rate of pay.

3. Those Employees scheduled for Holiday Standby (from 12.00am to 11.59pm on recognized City Holiday) will receive 2 hours of Standby Pay per day at one and one half (1-1/2) times the employee's regular rate of pay.
4. In the event of a Call Out, the Employee shall be paid for a minimum of 2.0 hours of time at the appropriate pay rate or receive equivalent CTO, at the Employee's option. In the event that the work for which the Employee has been called out takes fewer than 2.0 hours, the Employee may opt to work a lesser amount of time and receive compensation or time off for the actual time worked, with a minimum of one-half hour and rounded to the nearest one-half hour. If, by department policy, permission from a supervisor is necessary prior to leaving work, such permission shall be obtained.
5. Those Employees scheduled for Standby Duty agree to be "available" for Call Out for the day or days scheduled. It shall be the responsibility of the Employee to be available by either pager or phone, as specified by departmental policy, and to respond to the phone call and arrive at the worksite in accordance with departmental policy.
6. All Employees scheduled for Public Works Standby Duty shall be properly trained on the Call-Out procedures and in the operation of all equipment required for Standby Duties.
7. Standby Duty schedules shall be assigned in accordance with departmental policy. Employees will be given the opportunity to volunteer for Standby Duty. Such indications will be considered by the department when making assignments for Standby Duty but shall not be binding.
8. Any Employee, who has been scheduled for Standby Duty and either fails to be "available" or fails to report for work once notified, shall be subject to disciplinary action.
9. Employees may request that their supervisor consider trading or rescheduling their Standby Duty assignment with another Employee. The supervisor shall retain the option of releasing the Employee from the scheduled Standby Duty assignment.
10. An Employee shall not be required to work more than one week of Standby Duty assignment at a time without the mutual agreement of the Employee and the supervisor.
11. In the event a Call Out occurs which requires the Employee to work any amount of time between 12:00am and 11:59pm of a holiday, the Employee shall be paid for a minimum of 2.0 hours of time at 1.5 times their hourly rate of or receive equivalent CTO, at the Employee's option.
  - A. Example: Call Out begins at 11:30pm and ends at 1:30am, Employee receives 2 hours of pay at 1.5 times their hourly rate.

12. Employees who live within 15 miles of their workplace shall have the option to take a Call Out vehicle home for the Call Out period. The Call Out vehicle shall be used solely for the purpose of responding to a call of official City business.

## **ARTICLE XIII                      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 for those working 40.0 hours per week or a 9/80 schedule per pay period per year.

B. Commencing with the Sixth Year. Employees shall earn and be credited with Vacation Leave at the rate of 120.0 hours for those working 40.0 hours per week or a 9/80 schedule per pay period per year.

C. Commencing with the Eleventh Year. Employees shall earn and be credited with Vacation Leave at the rate of 160.0 hours for those working 40.0 hours per week or a 9/80 schedule per pay period per year.

D. Commencing with the Sixteenth Year. Employees shall earn and be credited with Vacation Leave at the rate 184.0 hours for those working 40.0 hours per week or a 9/80 schedule per pay period per year.

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

3. Vacation Leave Cash-Out. Employees may not cash out Vacation Leave except as authorized annually under Eligible paid Leave Cash-Out or upon leaving City Service.

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

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

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

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

#### **ARTICLE XIV 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>
Senior Public Safety Dispatcher	\$900.00
Public Safety Dispatcher I/II	\$900.00
Community Services Officer I/II	\$900.00

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

2. Other Uniforms. During the term of this Agreement, the City shall continue to supply Maintenance Workers and Building Maintenance Workers with the required uniform components as determined by the Public Works Director in a written departmental policy, and the Administrative Assistant I/II assigned to the Fire Department with required uniform components as determined by the Fire Chief in a written departmental policy.

3. Work Boots. The City shall provide \$250.00 in the first pay period in July of each year to all Maintenance Workers who are required as a condition of employment to wear safety boots towards the purchase and maintenance of such "work boots." The Employee shall be responsible for making the purchase from any vendor of the work boots that meet the following requirements: steel toes, oil resistant soles, and a minimum of six (6) inches of ankle support. If the work boots should become damaged or worn out before the next July, the City may approve the payment of up to \$250.00 for a replacement pair of work boots. This provision shall only apply in cases where the wear and tear or damage occurred through the normal course of employment with the City.

4. Consequences for Failure to Wear Required Uniform. It is each Maintenance Worker's responsibility to wear his/her City-supplied uniform, including work boots, while at work. The boots may be worn to and from work but should otherwise only be used at work performing assigned duties. Any Maintenance Worker who fails to show up for work with any portion of the City-supplied uniform, including work boots, shall be on leave without pay until such time



as that Maintenance Worker returns to work properly dressed. Continued failure to show up for work in full uniform shall result in progressive discipline up to and including termination. If a Maintenance Worker is injured due to his/her failure to wear work boots, the Maintenance Worker shall be subject to progressive discipline and such discipline shall not be considered "discrimination or retaliation" pursuant to California Labor Code Section 132a.

## **ARTICLE XV RETIREMENT BENEFITS**

1. Classic Miscellaneous Employee Benefits. Except as provided in Section 2 of this Article, retirement benefits for represented Employees shall be as provided below:
  - A. CalPERS Benefits. The City agrees to provide the 2.0 percent at 55 CalPERS Retirement Plan, 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.
  - B. One-Year Final Compensation. The City provides one-year final compensation pursuant to Government Code Section 20042.
  - C. Sick Leave Conversion. The City provides Credit for Unused Sick Leave pursuant to Government Code Section 20965.
  - D. All miscellaneous employees covered by this Tentative Agreement and the successor 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. PEPRA New Employees. The City agrees to provide 2.0% at 62 PERS Retirement Plan for Public Employees' Pension Reform Act of 2013 (PEPRA) New Miscellaneous Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPRA, no EPMC is available. Should any provision in this Agreement be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

## **ARTICLE XVI MEDICAL & DENTAL INSURANCE**

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

<u>Time Period</u>	<u>Employee</u>	<u>Employee + One</u>	<u>Employee + Family</u>
7/1/21 through MOU Term	\$813.64	\$1559.72	\$2027.64

Or the equivalent of the Kaiser Permanente Region 1 premium cost, whichever is greater.

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

2. Flexible Benefit Options. The City agrees to provide a \$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.

## **ARTICLE XVII                    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 \$100.00 per pay period, or up to \$2,600 per fiscal year. The City's match will be contributed to participating Employees on a pay-period basis, however, once annually participating Employees may contribute and the City will match an amount larger than \$100, not to exceed the \$2,600 fiscal year maximum.

## **ARTICLE XVIII                  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 provide such voluntary benefits in the best interests of the City.

## **ARTICLE XIX                    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 XX                      WORKERS' COMPENSATION COVERAGE**

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

## **ARTICLE XXI                      STATE DISABILITY INSURANCE COVERAGE**

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

## **ARTICLE XXII                      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 exclusive of Overtime.

3. Non-Payroll Status.

- A. Any Employee who has exhausted his/her benefits under FMLA, CFRA, or PDL, and who is off work pursuant to Section 1, Subsections E. through H. of this Article, and who has insufficient accrued paid leave balances to create the equivalent of a normal paycheck exclusive of Overtime 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.
- B. An Employee off work pursuant to Section 1, Subsection D. of this Article, and who has insufficient accrued paid leave balances to create the equivalent of his/her normal paycheck exclusive of Overtime 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 XXIII                      WORKERS' COMP/SDI MEDICAL LEAVE**

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

- A. Option 1: Not applying for disability insurance benefits and using accrued Sick Leave, Vacation Leave, CTO, and/or Holiday Leave.
- B. Option 2: Applying for disability insurance benefits and integrating accrued paid leaves with the SDI benefits. Such accrued paid leaves shall include Sick Leave, Vacation Leave, CTO, and/or Holiday Leave, unless the Employee provides written notice to the City to limit the integration to only accrued Sick Leave with SDI benefits. If Option 2 is elected, the Employee shall stipulate on the application for SDI benefits whether the Employee is integrating Sick Leave with SDI benefits.
- C. The amount of supplement for any hour of any normal Workday shall not exceed the difference between 100.0 percent of the Employee's normal gross salary rate and the "weekly benefit amount".

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

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

and/or Holiday Leave shall be credited to the Employee's appropriate benefit accounts in an amount equal to the Employee's hourly Pay Rate.

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

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 XXIV            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 XXV            FAMILY OR MEDICAL LEAVE**

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

#### **ARTICLE XXVI           PREGNANCY DISABILITY LEAVE**

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

#### **ARTICLE XXVII           LEAVE OF ABSENCE DUE TO INJURY INCURRED WHILE ON DUTY**

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

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

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

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

**ARTICLE XXVIII           BEREAVEMENT / COMPASSIONATE LEAVE**

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

**ARTICLE XXIX            CATASTROPHIC LEAVE--SHARING PROGRAM**

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

**ARTICLE XXX            JURY DUTY**

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

**ARTICLE XXXI           MILITARY LEAVE**

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

**ARTICLE XXXII           AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY**

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

**ARTICLE XXXIII           UNAUTHORIZED LEAVE OF ABSENCE**

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

**ARTICLE XXXIV           PAID ADMINISTRATIVE LEAVE**

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

**ARTICLE XXXV           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 XXXVI           TOTAL LEAVES OF ABSENCE**

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

**ARTICLE XXXVII           DAYS OFF WITHOUT PAY**

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

## ARTICLE XXXVIII      MUNICIPAL HOLIDAYS

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

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

2.      Observance. Except as provided in Section 6 of this Article when a Holiday falls on Sunday, it shall be observed on the following Monday. When a Holiday falls on Saturday, it shall be observed on the preceding Friday.
3.      Holiday Time Off. Except as provided in Section 6 of this Article, an Employee will accrue 8.0 hours of Holiday Time Off when assigned to a workweek of 40.0 hours for each observed holiday. An Employee may use Vacation Leave, CTO, or work additional time (on an hour-for-hour basis) during the work period to make up the difference between their scheduled time and their accrued Holiday Time Off.
4.      Holiday Time Off Usage. Holiday Time Off may be used as follows:
  - A.      When a Holiday falls on a day when an Employee is scheduled to and is directed to work that day for a period of time equal to at least the number of hours of Holiday Time Off afforded to that Employee, the Employee shall be paid for the hours worked on an hour-for-hour basis and the Employee shall have an amount equal to the number of Holiday Time Off hours credited to his/her Holiday Leave balance.
  - B.      When a Holiday falls on a day when an Employee is not scheduled to work and the Employee does not work that day, the Employee shall have an amount equal to the number of Holiday Time Off hours credited to his/her Holiday Leave balance.

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

5. Holiday Leave Balance. Except as provided in Section 6 of this Article, Holiday Leave shall be accumulated separately from Vacation Leave. Holiday Leave may be used for paid leave purposes (essentially in the same manner as Vacation Leave). In order to encourage Employees to take advantage of their Holiday Leave, a maximum of 100 hours is allowed to accrue in that balance. Employees may not cash out Holiday Leave except as authorized annually under Eligible Paid Leave Cash Out or upon leaving City service. If an Employee is at the limit, he/she must request to take Holiday Leave off. If a written request to do so is disapproved, the limit shall be increased by the City Manager. Failure to request time off would result in discontinuing the accrual of Holiday Leave until the balance is reduced by 20 hours.

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

#### **ARTICLE XXXIX REIMBURSEMENT FOR EDUCATION OR TRAINING**

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

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

#### **ARTICLE XL 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 XLI                      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 Human Resources Unit shall approve the format for performance evaluations, which may vary by department, Position, or Employee's responsibilities. The Employee's Department Head or designee will provide a written evaluation of the Employee's performance in a variety of skill or performance areas.
4.     Merit Increases. In order to advance to a higher step in the salary range, the evaluation must demonstrate that the advancement is merited on the basis of job performance. Performance ratings shall guide supervisors and Department Heads in determining whether merit advancements have been earned and should be recommended to the City Manager. Department Heads shall have the authority and responsibility to withhold or delay merit advancements if such advancement is not merited.

#### **ARTICLE XLII                    GRIEVANCE PROCEDURE**

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

#### **ARTICLE XLIII                 DISCIPLINARY ACTION**

1.     Rules regarding the Disciplinary Action are set forth in Chapter 12 of the Personnel Rules. Section 12.8.2 of these Rules is hereby replaced with the following:
2.     The Hearing Officer may be an arbitrator, a neutral third party, or a mediator. The Hearing Officer shall conduct an advisory review of the facts and issue a written opinion in the matter that is provided to all parties. The selection of an arbitrator, neutral third party, or mediator shall be by mutual agreement of the parties. All direct costs involved with having an arbitrator, neutral third party, or mediator review the matter will be borne equally by the parties involved. However, in the event the disciplinary action is completely reversed, the City shall reimburse the SCEA for its share of the cost of the arbitrator, third party, or mediator.

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

4. The City Manager will review the opinion and either:

- A. Accept the Recommendation. In the event that the City Manager accepts the recommendation, that decision will be final and not subject to further appeal.
- B. Refer the Matter to the City Council. In the event that the City Manager rejects the recommendation, the matter shall be referred to the City Council. The Council shall conduct a closed session pursuant to Subsection 12.8.3.

#### **ARTICLE XLIV                    CONTRACTING OUT**

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

#### **ARTICLE XLV                    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 XLVI                    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 XLVII                    LAYOFF AND REEMPLOYMENT**

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

## ARTICLE XLVIII

### TEMPORARY MEASURES

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

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

- A. Selectively Fill Vacant Positions. The highest priority is the selective filling of some or all of the positions that are being held vacant.
- B. Relax Cash-Out Restrictions. In order to ensure that the agreed-upon concessions have the desired effect on the budget, the Parties understand and agree that the cashing out of paid leave needs to be restricted to 40 hours. After addressing Subsections 2.A. above, the Parties will meet and confer about relaxing the restrictions set forth in Section 7 of Article X and Section 5 of Article XXXVIII as funding becomes available.

## ARTICLE XLIX

### 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 Tentative Agreement of the successor MOU during the term of this Tentative Agreement or the successor MOU.

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

- A. A Declaration of a Fiscal Emergency by the City Council which could result in Layoffs if the Parties do not meet and confer on alternatives.
- B. If any other bargaining group has an employment contract with the City of Suisun City that contains applicable compensation provisions that are more advantageous for the Employees than this Agreement, the Parties 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 SCEA.
- D. Meet & confer on work rules affecting the Public Works Maintenance Division, which would include investigating options for ensuring that Public Works On-Call services are properly staffed.
- E. Beginning as early as February 1, 2023, negotiations will reopen for fiscal year 2023/2024 and be completed no later than June 30, 2023.
- F. Update/Amend/Replace the City's Employer-Employee Relations Resolution
- G. Update/Amend the City's Administrative Directive AD7 – Personnel Rules and Regulations.
- H. Notwithstanding the provisions of California Government Code section 20516.5, the Parties agree that the above-indicated represent the only bases for reopening the Tentative Agreement or the successor MOU 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 SCEA agrees that there will be no strike, work stoppage, slowdown, "sick in", sit down, refusal to perform work, other interference with City operations, picketing, or refusal to enter upon City premises on any account or in connection with any grievance or dispute. The City agrees that it will not engage in any lockouts during the term of this Agreement.

7. Successor Agreement. Either Party may serve upon the other its written request to commence negotiations for a successor Agreement as early as February 1, 2023. Upon receipt of

such written notice, negotiations shall commence no later than 30 days thereafter. The Parties hereby declare that it is their mutual interest to negotiate a multi-year successor agreement consistent with City Council policy direction within the limitations of the City's ability to pay.

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

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


**[SIGNATURES ON NEXT PAGE]**

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

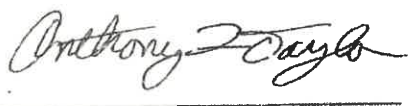
**CITY OF SUISUN CITY  
REPRESENTATIVES:**

  
\_\_\_\_\_  
Gregory Folsom  
City Manager  
\_\_\_\_\_  
Christina Penland  
Human Resources Administrator

**SCEA  
REPRESENTATIVES:**

  
\_\_\_\_\_  
Del Mallory  
SEIU Local 1021, Area Field Director Region A  
\_\_\_\_\_  
Marcos Zepeda  
SEIU Local 1021, Field Representative  
\_\_\_\_\_  
John Bryan, SCEA Acting President (VP)  
\_\_\_\_\_  
Gemma Geluz, SCEA Shop Steward

Approved as to form  
Aleshire & Wynder, LLP

  
\_\_\_\_\_  
Anthony R. Taylor, City Attorney