

1 **RESOLUTION NO. 2022-102**

2 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY**
3 **APPROVING BOTH THE TENTATIVE AGREEMENT FOR AND THE**
4 **MEMORANDUM OF UNDERSTANDING WITH THE SUISUN CITY PROFESSIONAL**
5 **FIREFIGHTERS' ASSOCIATION, INTERNATIONAL ASSOCIATION OF**
6 **FIREFIGHTERS, LOCAL 1186.**

7 **WHEREAS**, on August 13, 2021, the City of Suisun ("City"), the Suisun City Management
8 and Professional Employees' Association ("SCMPEA"), and the Suisun City Professional
9 Firefighters' Association, formally recognized as the International Association of Firefighters, Local
10 1186 ("IAFF Local 1186"), entered into a Stipulation Agreement ("Stipulation") regarding
11 (1) creation of a new employee bargaining "Fire Unit" comprised of the classifications of Fire
12 Captain and Fire Engineer, (2) recognition of IAFF Local 1186 as the sole, exclusive and majority
13 representative and employee organization for the new Fire Unit, and (3) that the classification of
14 "Fire Captain was severed from the Professional/Technical Employees bargaining unit represented
15 by SCMPEA; and

16 **WHEREAS**, the Stipulation provided that the Fire Captains would continue to be governed
17 by the SCMPEA MOU 2021-23 until such time as an MOU is created for the Fire Unit; and

18 **WHEREAS**, the Stipulation provided that the Fire Engineers would continue to be governed
19 by City Resolution 2019-93 and Resolution No. 2021-71 until such time as an MOU is created for
20 the Fire Unit; and

21 **WHEREAS**, the Fire Engineers have had their benefits informally tied to the benefits
22 provided Fire Captains under the SCMPEA MOU since their creation, but without City Council
23 approval or ratification; and

24 **WHEREAS**, the City and IAFF Local 1186 entered into a prior Tentative Agreement
25 between them confirming compensation and benefits for represented Fire Unit members, Resolution
26 2021-95, which formally clarified, confirmed and approved the salary and benefits of the previously
27 unrepresented Fire Engineers, including making such salary and benefits tied to the SCMPEA MOU
28 2021-23 retroactive to July 1, 2021;

29 **WHEREAS**, the City and IAFF Local 1186 have subsequently met and conferred in good
30 faith and reached tentative agreements on the language, provisions, and benefits to be included in
31 the first ever MOU between them; and

32 **WHEREAS**, the Tentative Agreement attached hereto as Exhibit 1 reflects the agreements
33 on the language, provisions, and benefits to be included in the first ever MOU between the parties,
34 which has been ratified by IAFF Local 1186, including reference as the Suisun City Professional
35 Firefighters' Association (SCPFA), but shall only be effective upon adoption by the City Council
36 of the City of Suisun City; and

37 **WHEREAS**, the City and SCPFA, IAFF Local 1186 have concurrently prepared the
38 SCPFA, IAFF Local 1186 MOU 2022-23 attached hereto as Exhibit 2, which incorporates the
39 Tentative Agreement and which has been ratified by SCPFA, IAFF Local 1186 but shall only be
40 effective upon adoption by the City Council of the City of Suisun City; and

41 **WHEREAS**, once approved by the City Council, the Tentative Agreement and the SCPFA,
42 IAFF Local 1186 MOU 2022-23 become binding agreements between the parties; and



**TENTATIVE AGREEMENT BETWEEN THE CITY OF SUISUN CITY
AND THE SUISUN CITY PROFESSIONAL FIREFIGHTERS' ASSOCIATION,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1186
FOR A MEMORANDUM OF UNDERSTANDING
COVERING THE PERIOD JULY 1, 2022, THROUGH JUNE 30, 2023**

Pursuant to the Meyers-Milias-Brown Act ("MMBA") (Gov't Code Sections 3500 - 3511) the City of Suisun City ("City") and the Suisun City Professional Firefighters' Association, formally recognized as the International Association of Firefighters, Local 1186 ("Union"), recently commenced labor negotiations on their first ever Memorandum of understanding ("MOU") between the City and the Union. The parties have since reached a tentative agreement as reflected herein on the language and deal points for a Memorandum of Understanding ("MOU") between them covering the period of July 1, 2022, through June 30, 2023 ("Tentative Agreement") and it's deal points have been ratified by the Union. The Tentative Agreement, however, remains subject to formal approval/adoption by the City Council per California Government Code Section 3505.1, which provides:

"If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding."

The deal points for the MOU between the parties for the Fiscal Year 2022-2023 covering the wages, hours and other terms and conditions of employment of the employees in the bargaining unit represented by the Union are set forth below. All terms and conditions of the prior Tentative Agreement between the City and the Union Confirming Compensation and Benefits for Represented Fire Unit Members, Resolution 2021-95, shall be maintained unless expressly modified or changed herein until the MOU between the parties is jointly prepared by the parties, ratified by the Union and accepted, approved and adopted by City Council, which shall then supersede and replace this Tentative Agreement.

RECITALS

Whereas, on August 13, 2021, the City, SCMPEA, and IAFF Local 1186 entered into a Stipulation Agreement ("Stipulation") regarding creation of a new employee bargaining "Fire Unit" comprised of the classifications of Fire Captain and Fire Engineer, recognition of IAFF Local 1186 as the sole, exclusive and majority representative and employee organization for the new Fire Unit, and that the classification of "Fire Captain was severed from the Professional/Technical Employees bargaining unit represented by SCMPEA; and

Whereas, the Stipulation provided that the Fire Captains shall continue to be governed by the SCMPEA MOU 2021-23 until such time as an MOU is created for the Fire Unit; and

Whereas, the Stipulation provided that the Fire Engineers shall continue to be governed by City Resolution 2019-93 and Resolution No. 2021-71 until such time as an MOU is created for the Fire Unit; and

Whereas, the Fire Engineers have had their benefits informally tied to the benefits provided Fire Captains under the SCMPEA MOU since their creation, but without City Council approval or ratification; and



Whereas, the parties entered into a prior Tentative Agreement between the City and the Union Confirming Compensation and Benefits for Represented Fire Unit Members, Resolution 2021-95, which formally clarified, confirmed and approved the salary and benefits of the previously unrepresented Fire Engineers, including making such salary and benefits tied to the SCMPEA MOU 2021-23 retroactive to July 1, 2021;

Whereas, the parties have subsequently meet and conferred in good faith and reached tentative agreements on the language, provisions, and benefits to be included in the first ever MOU between the parties; and

Whereas, this Tentative Agreement shall reflect below the agreements on the language, provisions, and benefits to be included in the first ever MOU between the parties, which shall only be effective upon adoption by the City Council of the City of Suisun City.

TENTATIVE AGREEMENT

Article	Subject	Tentative Agreement
	Term	1-year MOU: July 1, 2022, through June 30, 2023
Article 1	Preamble	<p>This Memorandum of Understanding (hereinafter “MOU”) is made and entered into between the CITY OF SUISUN CITY, (hereinafter “City”), and the Suisun City Professional Firefighters’ Association formally recognized as the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1186 (hereinafter “Union”), a formally Recognized Employee Organization pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500 <i>et seq.</i>) representing the recently established Fire Unit.</p> <p>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 in this MOU. The Parties agree that this MOU 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 MOU and take any additional action as may be necessary to implement its provisions.</p>
Article 2	Recognition	<p>1. <u>Job Classes Represented.</u> The City recognizes the Union as the exclusive representative for the Fire Unit consisting of the following represented Job Classes:</p> <p>Fire Engineer Fire Captain</p> <p>2. <u>Temporary/Limited-Service Positions/Classifications.</u> It is agreed that Temporary Employees, Part-Time Employees, Emergency Employees, Volunteer Employees, and contractors are not governed by this MOU and are not represented by the Union. Employees who work less than full time are not represented by the Union. If an employee who had occupied a Temporary, Provisional, or grant-funded Position/Classification is subsequently hired into the same job class as a Union represented Regular Employee, they shall be placed in the step level nearest</p>



Article	Subject	Tentative Agreement
		to but not lower than their last Pay Rate as a Temporary, Provisional, or grant-funded Employee.
Article 3	City Rights	<p>1. Except as limited by the specific and express terms of this MOU, 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.</p> <p>2. Regardless of any provision contained in this MOU or which may be inferred from this MOU, the City shall retain and shall have the right to exercise the following exclusive rights which include, but are not limited to, the following:</p> <ul style="list-style-type: none">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 MOU.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 Union 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	Subject	Tentative Agreement
Article 4	Employee Rights	Subject to the provisions of the City’s Employer-Employee Relations Resolution No. 74-33 (“EERR”) and any ensuing successor EERR resolutions, 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 5	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 MOU, the applicable sections of the Personnel Rules, as may be amended from time to time, shall apply to the Employees represented by the Union. 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 <i>et seq.</i>). Unless otherwise provided in this MOU, the definitions of terms used in this MOU shall be the definitions provided in Chapter 2 of the Personnel Rules.
Article 6	No Discrimination	<p>It is agreed that neither the Union, nor the City shall discriminate against any Employee because of race, national origin, gender, Union membership, protected concerted Union activity, or refusal to join the Union.</p> <p>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.</p> <p>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 Union or to discriminate in any way against any of its members.</p>



Article	Subject	Tentative Agreement
Article 7	Union Access	<ol style="list-style-type: none"><li data-bbox="555 268 1536 443">1. <u>Union Business</u>. All Union business will be conducted by Employees and Union representatives outside of established working hours. Nothing herein shall be construed to prevent a Union representative or an Employee from contacting the City Manager or other management representatives regarding personnel-related matters during working hours.<li data-bbox="555 485 1536 583">2. <u>Work Locations</u>. The authorized Union Representative, if any, shall be given access to the Fire Station during working hours, provided that prior to visiting the Fire Station, the Union Representative notifies the Fire Chief.<li data-bbox="555 625 1536 724">3. <u>Shop Stewards</u>. In addition to the Union president, one steward shall be appointed by the Union as alternate representative to assist in resolving workplace issues and other representational duties including but not limited to Grievances.<li data-bbox="555 766 1536 1115">4. <u>Release Time</u>. The City may grant a total of 16 hours of paid time for the Union president and one steward to attend training scheduled during the Employee's normal working hours. Those hours may be split among the two Union officials at the Union's discretion. The Union will be responsible for overseeing the time used and calculating the time remaining. The Union must notify the City Manager or designee with each approved time off request. The Union 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 the Union president will certify the Employee's attendance. Unused training hours may accrue to a maximum of 32 hours.<li data-bbox="555 1157 1536 1436">5. <u>Labor/Management Committee</u>. The City and the Union 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 Union, and the Union 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.<li data-bbox="555 1478 1536 1793">6. <u>Employee Orientation & Contact Information</u>. 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 Union representative provide derogatory information or advocacy about the other.



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		<p>A. The City will provide the Union notice of a pending New Employee Orientation within one (1) business day of the execution of an employment offer letter.</p> <p>B. One (1) Union 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. The Union 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, the Union will provide to Human Resources the name and the contact information of its participating representative. The City and the Union will mutually agree to a suitable time during the New Employee Orientation for The Union's private meeting with the new Employee. Such private meeting will occur at the same location as the New Employee Orientation.</p> <p>C. Within 30 days of hire, and annually thereafter, the City will provide the Union with Employee contact information in electronic format as required by State law for all represented Employees.</p> <p>D. The Union will provide the City a minimum of thirty days' notice of any change in the amount of membership dues to be deducted.</p> <p>E. The City will not provide the Union 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).</p> <p>7. <u>Dues Deduction.</u> The Union 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 the Union, from the wages and salaries of Union members. The Union hereby certifies that the Union 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, Union 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 the Union. Such deduction shall be made only when the Union member's earnings for the subject pay period are sufficient after other legally required deductions are made.</p> <p>A. Remittance of the aggregate amount of all such monies shall be made by the City to the Union at the conclusion of each payroll period in which said dues were deducted. Any changes in Union dues must be given to the City a minimum of thirty (30) days prior to change to accommodate changes to payroll.</p>



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		<p>B. The Union 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 The Union 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 Union’s expense.</p>
Article 8	Compensation	<p>1. <u>Salaries</u>. Assuming funding pursuant to the American Rescue Plan Act of 2021 as a condition precedent, the City proposes to provide additional pay to all bargaining unit employees as follows:</p> <p>A. 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.</p> <p>B. Payments will be made on a bi-weekly basis.</p> <p>C. All the additional pay hourly increases authorized herein will sunset June 30, 2023.</p> <p>2. <u>Acting Pay</u>. Employees covered by this MOU shall receive Acting Pay under the following conditions:</p> <p>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.</p> <p>B. Employees who are certified to act in a higher job class will receive Acting Pay in an amount of 5.0 percent of their current salary whenever they act in the higher job class for a minimum of two consecutive weeks, retroactive to the first day of the assignment, while performing substantially the full range of duties and responsibilities of the higher job class.</p> <p>C. 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.</p> <p>D. 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.</p> <p>3. <u>Longevity Pay</u>. Upon the completion of five (5) years of continuous full-time service, represented employees shall be entitled to a 3.0 percent increase in compensation; employees who complete ten (10) years of continuous full-time service shall be entitled to an additional 3.0 percent increase in compensation (for a total of 6.0 percent).</p> <p>4. <u>Bilingual Pay</u>. A represented 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 Fire Chief), shall be paid \$46.15 per pay period upon written approval by the City Manager. Fluency shall be certified by a test administered through the Human Resources office. To become certified, an</p>



Article	Subject	Tentative Agreement
		<p>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.</p>
Article 9	Hours of Work	<ol style="list-style-type: none"> 1. <u>Attendance</u>. Employees shall be in attendance at their workstation in accordance with departmental schedules unless on approved leave. 2. <u>Work Schedule</u>. Fire Captains and Fire Engineers will be assigned to a 48/96 work schedule consisting of 24-hour workdays to comprise a workweek on average of 56-hours, with two days on and four days off (XXOOOO where X = workday and O = day off), as determined by the Fire Chief. 3. <u>Overtime Pay</u>. For the purpose of overtime and minimum time calculations as required by the federal Fair Labor Standards Act ("FLSA"), 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. <ol style="list-style-type: none"> A. The City agrees to compensate employees scheduled to a 48/96 schedule consisting of an average 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 the first 53 hours scheduled 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 workday, rounded to the nearest minute. D. For purposes of Overtime computation, all paid time, including Sick Leave, Vacation 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. 4. <u>Overtime Credited as CTO</u>. Except as provided in Section 4.C below, overtime worked may be credited as Compensatory Time Off ("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: <ol style="list-style-type: none"> 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.



Article	Subject	Tentative Agreement
		<p>5. <u>Above CTO Limit.</u> If an Employee is at or above the CTO accumulation limit, then they will prospectively only get paid Overtime (as opposed to CTO) for Overtime worked. Once the CTO accumulation balance has been reduced by 40.0 hours below the accumulation 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 accumulated CTO.</p> <p>6. <u>CTO Cash-Out.</u> Employees are allowed to cash out a maximum CTO amount as accumulated by January of each year (1-10 years of service to Suisun City: 40 hours; 10 years and above: 50 hours). 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 to cash-out 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 January cash-out, Employees may not cash out 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.</p> <p>7. <u>Salaries.</u> The City will provide hourly compensation at the same monthly rate as contained in the Citywide Salary Schedule. Hourly rates will be calculated to reflect Alternative Work Schedule described herein.</p> <p>8. <u>Call Back.</u> 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.</p> <p>9. <u>Paid Leave.</u> All paid leave (Sick Leave, Vacation 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 Employee is off sick on a 24.0-hour day that Employee's Sick Leave balance would be reduced by 24.0 hours for that absence.</p>
Article 10	Vacation Leave	<p>Use of Vacation Leave requires prior written approval by the Department Head or their 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.</p> <p>1. <u>Vacation Accrual.</u> Accrual 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):</p>



Article	Subject	Tentative Agreement
		<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>3. <u>Maximum Accumulation.</u> 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, they 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 accumulation/accrual of Vacation Leave until the balance is reduced by 40 hours.</p> <p>4. <u>Vacation Cash-Out.</u> Employees may Cash-out a maximum of forty (40) hours of Vacation Leave in January of each year as long as there remains a minimum of eight (8) hours in the employee's Vacation Leave balance 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 Vacation 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.</p> <p>5. <u>Illness During Vacation.</u> 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.</p> <p>7. <u>Separation from Service.</u> Upon separation from service, an Employee is entitled to receive the cash value of all accrued Vacation Leave.</p>



Article	Subject	Tentative Agreement
		<p>8. <u>Upon Death</u>. When separation is caused by death, payment equivalent to accrued Vacation Leave shall be made to the Employee's estate.</p>
Article 11	Municipal Holidays	<p>1. <u>Recognized Holidays</u>. 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 nineteenth day of June, Juneteenth 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.</p> <p>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.</p> <p>2. Fire Unit Employees are required to work when scheduled on a Holiday as a matter of health and safety of the community.</p> <p>3. Prior to July 1, 2022, the City paid Fire Unit Employees scheduled to work on a holiday with five (5) days' notice an overtime rate of one and one half (1.5) times the Employee's regular rate of pay for each hour worked. Employees scheduled with less than five (5) days' notice were paid an overtime rate of two (2) times the Employee's regular rate of pay for each hour worked.</p> <p>4. Effective July 1, 2022, the City shall no longer provide any special pay for employees working a holiday, but rather all employees shall receive 2.0% of base salary paid as holiday compensation in lieu of observing time off on a holiday. Holiday compensation will be paid on a biweekly basis.</p> <p>5. Section 8.6 of the Personnel Rules shall not apply.</p>
Article 12	Retirement Benefits	<p>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 as defined by CalPERS, hired after January 1, 2013, who do not meet this criteria shall be considered PEPRA "New Employees."</p> <p>1. <u>Classic Safety Fire Employee Benefits</u>. Except as otherwise provided in this Article, the City agrees to provide the 2.0 percent at 55 CalPERS Retirement Plan, with One-Year Final Compensation, including the 1959 Survivor's Benefit Level 3, for Safety</p>



Article	Subject	Tentative Agreement
		<p>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 CalPERS 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. Effective October 1, 2021, all Fire Safety employees covered by this MOU received an increase to their base hourly rate of 7.5 percent in exchange for the Classic Safety Fire Employees paying the full Employee contribution.</p> <p>2. <u>PEPRA New Safety Fire Employee Benefits</u>. The City agrees to provide 2.0% at 57 CalPERS PEPRA 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 PEPRA, no Employer Paid Member Contribution (“EPMC”) is allowed. Should any provision in this MOU be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.</p> <p>3. <u>Sick Leave Conversion</u>. The City provides Credit for Unused Sick Leave pursuant to Government Code Section 20965.</p>
Article 13	Medical and Dental Insurance	<p>1. <u>Core Flex Plan</u>. The City will contribute up to the equivalent of the Kaiser Permanente Region 1 Premium for Employee, Employee plus one, and Employee plus Family toward the monthly premium cost. Should the health plan premium selected by the employee cost be less than the Kaiser Permanente Region 1, the City shall pay no more that the full cost of the health plan premium rate for employees who select a health plan with a lower cost premium.</p> <p>2. <u>Flexible Benefit Options</u>. 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.</p> <p>3. <u>Restrictions</u>. 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.</p> <p>4. <u>Medical Insurance Benefits after Death While on Duty</u>. Should a Fire Safety member of this Union lose their 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, for those members enrolled in the City’s health plan. Said payments will continue for a period of up to three years,</p>



Article	Subject	Tentative Agreement
		<p>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.</p> <p>5. <u>Sick Leave Conversion to Fund Medical Premiums.</u> Upon normal retirement from the City by a Fire Safety member of this Union, 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 of unused sick leave reported for CalPERS credit pursuant to Government Code Section 20965.</p>
Article 14	Life Insurance and Deferred Compensation	<p>1. <u>Life Insurance.</u> 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.</p> <p>2. <u>Deferred Compensation Plan.</u> The City agrees to provide a 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.</p>
Article 15	Workers' Compensation	<p>The City shall provide Workers' Compensation Insurance coverage (hereinafter "Workers' Comp") for all Employees through its self-insured program.</p>
Article 16	State Disability Insurance Coverage	<p>1. <u>State Disability Insurance.</u> The City shall participate under the State Disability Insurance Program (hereinafter "SDI") for employees represented by the Union.</p> <p>2. <u>Payment of SDI Premiums.</u> SDI premiums shall be paid in full by the City on behalf of all participating Employees.</p>
Article 17	Payroll Status	<p>1. <u>Payroll Status.</u> 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:</p> <ul style="list-style-type: none">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).



Article	Subject	Tentative Agreement
		<p>H. Off work while on an approved leave of absence covered under Pregnancy Disability Leave (PDL).</p> <p>2. <u>Continuation of City-Paid Insurance Premiums.</u> The City shall continue to contribute the City’s share of the health, and life insurance premiums on behalf of an Employee who is receiving Workers’ Comp/SDI benefits, as long as they are 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 they are using accrued Sick Leave, Vacation Leave, and/or CTO in conjunction with Workers’ Comp/SDI benefits to create the equivalent of their normal paycheck.</p> <p>3. <u>Non-Payroll Status.</u> Any Employee who has exhausted their benefits under FMLA, CFRA, or PDL, and who is off work pursuant to Subsections 1.E. through 1.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.</p> <p>A. An Employee off work pursuant to Subsection 1.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.</p>
Article 18	Workers’ Compensation/SDI Medical Leave	<p>1. <u>Employee Options Regarding SDI Medical Leave.</u> There are two options available to an Employee who is otherwise eligible for SDI insurance benefits, which are as follows:</p> <p>A. <u>Option 1:</u> Not applying for disability insurance benefits and using accrued Sick Leave, Vacation Leave, and/or Compensatory Time Off.</p> <p>B. <u>Option 2:</u> Applying for disability insurance benefits and integrating accrued paid leaves with the SDI benefits. Such accrued paid leaves shall include Sick Leave, Vacation Leave, and/or Compensatory Time Off, 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.</p> <p>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.”</p> <p>2. <u>Medical Leave While on Workers’ Comp/SDI.</u> Employees who are off work on medical leave covered under Workers’ Comp or SDI may supplement their</p>



Article	Subject	Tentative Agreement
		<p>insurance coverage benefits to ensure that they receive up to 100.0 percent of their normal pay.</p> <p>3. <u>How a Supplement is Treated.</u> 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, and/or Compensatory Time Off, shall be credited to the Employee's appropriate benefit accounts in an amount equal to the Employee's hourly Pay Rate.</p> <p>4. <u>Paid Leave Accrual.</u> 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 herein.</p> <p>5. <u>Leave of Absence While on SDI.</u> 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.</p>
Article 19	Sick Leave	<p>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 using leave without pay.</p>
Article 20	Leave of Absence Due to Injury Incurred While on Duty	<p>1. The City shall comply with applicable federal and state laws governing work-related injuries, leaves, and compensation.</p> <p>2. Employees shall bring health and/or safety problems in the workplace to the attention of their supervisor as soon as possible.</p> <p>3. The City shall coordinate accrued Sick Leave with Workers' Compensation benefits.</p> <p>4. Employees who have exhausted their Sick Leave balances may use accrued Vacation Leave, and/or Compensatory 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.</p>
Article 21	Light Duty	<p>1. Any Employee who previously has been off duty due to industrial injury or illness or other medical reason and who has been medically released by a doctor to</p>



Article	Subject	Tentative Agreement
		<p>return to work with restrictions may be assigned to light duty. Assignment to light duty will be based on the City's ability to accommodate the work restrictions.</p> <p>2. Light duty will not be approved unless there is work available which may be performed within the limitations and/or restrictions of the affected Employee.</p>
Article 22	Uniforms and Uniform Allowances	<p>1. <u>Uniform Allowances.</u> The City shall pay Fire Unit employees required to wear uniforms in the performance of their duties an annual uniform allowance of \$1300. Uniform allowance will be paid on the regular paychecks of a pro-rata basis, equally divided across each of the 26 paychecks.</p> <p>2. <u>Uniforms.</u> During the term of this MOU, the City shall continue to supply the required uniform components as determined by the Fire Chief in a written departmental policy.</p>
Article 23	Reimbursement for Education or Training	<p>1. <u>Approval.</u> 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 their 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 their designee.</p> <p>2. <u>Reimbursement.</u> 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.</p> <p>3. <u>Certification and Educational Incentive Pay.</u> In order to encourage employees to provide optimum service to the public, employees may receive up to 5% incentive added to their base rate for a certification or relevant advanced education degree. A certification or advanced degree required for the position is not eligible for this 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:</p> <ul style="list-style-type: none"> A. Advanced degree beyond current requirement for job (AA, BA/BS, Masters) = 3% B. Chief Officer (FIRE) = 1.5% C. Paramedic 1.5%



Article	Subject	Tentative Agreement
		<p>4. <u>EMT Paramedic Incentive Pay Pilot Program.</u> As a pilot program, Fire Engineers and Fire Captains will receive incentive pay of 2% of their base salary for maintaining their EMT Certification as required for their positions. EMTs may not receive more than 5% total Incentive Pay when combined with the Certification and Educational Incentive Pay. Fire Engineers and Fire Captains who maintain their Paramedic Certification will receive an additional incentive pay of 8.5% of their base salary (for a total of 10%). Employees receiving Paramedic Incentive Pay are not eligible to receive EMT Incentive Pay. Paramedics may not receive more than 13% total Incentive Pay when combined with the Certification and Educational Incentive Pay. This Incentive Pay will cease / sunset June 30, 2023, at midnight.</p>
Article 24	Physical Fitness Program	<p>Upon approval of the Fire Chief, an Employee may apply up to \$250 of employee education and training incentive pay as reimbursement for 50 percent of actual cost of health club membership or other approved physical fitness training. Reimbursement will be made twice annually. Requests for reimbursement must be submitted by the Employee at least 30 days prior to the scheduled reimbursement date. This reimbursement may only be used for club dues or other approved physical fitness training regimen and may not be used to purchase home gym equipment.</p>
Article 25	Probationary Period	<p>Rules regarding Probationary Period are set forth in Section 7.5 of the Personnel Rules. These rules are amended to include the following provision:</p> <p>All newly appointed Fire Engineers and Fire Captains shall serve a probationary period of 12 months.</p>
Article 26	Performance Evaluations	<p>1. <u>Annual Performance Evaluation.</u> Every represented Regular Employee shall receive a performance evaluation by their 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.</p> <p>2. <u>Purpose.</u> 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.</p> <p>3. <u>Procedure.</u> 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.</p> <p>4. <u>Merit Increases.</u> 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.</p>



Article	Subject	Tentative Agreement
Article 27	Disciplinary Action	Rules regarding Disciplinary Action are set forth in Chapter 12 of the Personnel Rules. The City recognizes the Firefighter Bill of Rights, Government Code Section 3250 through 3262.
Article 28	Grievance Procedure	Rules regarding the Grievance Procedure are set forth in Chapter 11 of the Personnel Rules.
Article 29	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 30	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 31	General Provisions	<ol style="list-style-type: none"> 1. <u>Severability</u>. If any provision of this MOU should be held invalid or restrained by operation of law or by any court of competent jurisdiction, the remainder of this MOU shall not be affected. 2. <u>Full Understanding</u>. The Parties agree that this MOU 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. <u>No Requirement to Meet and Confer</u>. 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 MOU during the term of this MOU. 4. <u>Reopener</u>. Upon the written request of the City Manager, the Parties agree to reopen negotiations during the term of this MOU for the following purpose: <ol style="list-style-type: none"> 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 MOU, the parties may agree to meet and confer on the modification of this MOU. 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 the Union. D. Update/Amend/Replace the City's Employer-Employee Relations Resolution; and



Article	Subject	Tentative Agreement
		<p>E. Update/Amend the City’s Administrative Directive AD7 – Personnel Rules & Regulations.</p> <p>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 MOU during its term.</p> <p>5. <u>Savings Clause</u>. In the event that the implementation of any article, section or subsection of this MOU 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 Union shall, if possible, meet and confer for the purpose of endeavoring to agree on a replacement for such article, section or subsection.</p> <p>6. <u>No Strike/Lockout</u>. The Union 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 MOU.</p> <p>7. <u>Successor MOU</u>. This MOU shall be in full effect from July 1, 2022, through and including June 30, 2023. Either party may serve upon the other its written request to commence negotiations for a successor MOU, as well as its initial written proposals for such successor MOU, as early as February 1, 2023. Upon receipt of such written notice and proposals, negotiations shall commence no later than 30 days thereafter. The Parties hereby declare that it is their mutual interest to negotiate a multi-year successor MOU consistent with City Council policy direction with the intent to be completed no later than June 30, 2023.</p> <p>8. <u>Distribution of MOU</u>. Within 10 days of the adoption of this MOU, all covered Employees shall receive a copy of the MOU. The “copy” may be provided in electronic format.</p> <p>9. <u>Effective Date</u>. The effective date of this MOU shall be July 1, 2022.</p>

END

[SIGNATURES ON NEXT PAGE]



City of Suisun City
Date: June 23, 2022

Tentative Agreement
IAFF, Local 1186

Subject to the foregoing, this Tentative Agreement is hereby executed by the authorized representatives of the City and the Union.

City of Suisun City

Suisun City Professional Firefighters' Association
International Association of Firefighters (IAFF), Local 1186

Gregory Folsom
City Manager

Ken Martin
Labor Relations Consultant, IAFF, Local 1186

Christina Penland
Human Resources Administrator

Jason Brassfield
President IAFF, Local 1186

Kris Lofthus
Deputy City Manager

Aaron Leming
Vice President IAFF, Local 1186

Approved as to form
Aleshire & Wynder, LLP

Elena Gerli, City Attorney

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SUISUN CITY
AND
THE SUISUN CITY PROFESSIONAL FIREFIGHTERS' ASSOCIATION,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
(IAFF), LOCAL 1186**

**JULY 1, 2022
THROUGH
JUNE 30, 2023**

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**Memorandum of Understanding
Between
The City of Suisun City
And
The Suisun City Professional Firefighters' Association,
International Association of Firefighters (IAFF), Local 1186**

Article 1 Preamble

This Memorandum of Understanding (hereinafter "MOU") is made and entered into between the CITY OF SUISUN CITY, (hereinafter "City"), and the Suisun City Professional Firefighters' Association formally recognized as the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1186 (hereinafter "Union"), a formally Recognized Employee Organization pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500 *et seq.*) representing the recently established Fire Unit.

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 in this MOU. The Parties agree that this MOU 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 MOU and take any additional action as may be necessary to implement its provisions.

Article 2 Recognition

1. Job Classes Represented. The City recognizes the Union as the exclusive representative for the Fire Unit consisting of the following represented Job Classes:

Fire Engineer
Fire Captain

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

Article 3 City Rights

1. Except as limited by the specific and express terms of this MOU, 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 MOU or which may be inferred from this MOU, 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 MOU.
- 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 Union 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 4 Employee Rights

Subject to the provisions of the City's Employer-Employee Relations Resolution No. 74-33 ("EERR") and any ensuing successor EERR resolutions, 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 5 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 MOU, the applicable sections of the Personnel Rules, as may be amended from time to time, shall apply to the Employees represented by the Union. 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 MOU, the definitions of terms used in this MOU shall be the definitions provided in Chapter 2 of the Personnel Rules.

Article 6 No Discrimination

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

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 Union or to discriminate in any way against any of its members.

Article 7 Union Access

1. Union Business. All Union business will be conducted by Employees and Union representatives outside of established working hours. Nothing herein shall be construed to prevent

a Union 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 Union Representative, if any, shall be given access to the Fire Station during working hours, provided that prior to visiting the Fire Station, the Union Representative notifies the Fire Chief.

3. Shop Stewards. In addition to the Union president, one steward shall be appointed by the Union as alternate representative 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 Union president and one steward to attend training scheduled during the Employee's normal working hours. Those hours may be split among the two Union officials at the Union's discretion. The Union will be responsible for overseeing the time used and calculating the time remaining. The Union must notify the City Manager or designee with each approved time off request. The Union 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 the Union 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 Union 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 Union, and the Union 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 Union representative provide derogatory information or advocacy about the other.

- A. The City will provide the Union notice of a pending New Employee Orientation within one (1) business day of the execution of an employment offer letter.
- B. One (1) Union 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. The Union 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, the Union will provide to Human Resources the name and the contact information of its participating representative. The City and the Union will mutually agree to a suitable time during the New Employee Orientation for The Union'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 the Union with Employee contact information in electronic format as required by State law for all represented Employees.
- D. The Union will provide the City a minimum of thirty days' notice of any change in the amount of membership dues to be deducted.
- E. The City will not provide the Union 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. The Union 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 the Union, from the wages and salaries of Union members. The Union hereby certifies that the Union 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, Union 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 the Union. Such deduction shall be made only when the Union 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 the Union at the conclusion of each payroll period in which said dues were deducted. Any changes in Union dues must be given to the City a minimum of thirty (30) days prior to change to accommodate changes to payroll.
- B. The Union 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 The Union 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 Union's expense.

Article 8 Compensation

1. Salaries. Assuming funding pursuant to the American Rescue Plan Act of 2021 as a condition precedent, the City proposes to provide additional pay to all bargaining unit employees as follows:

- A. 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.
- B. Payments will be made on a bi-weekly basis.
- C. All the additional pay hourly increases authorized herein will sunset June 30, 2023.

2. Acting Pay. Employees covered by this MOU 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 are certified to act in a higher job class will receive Acting Pay in an amount of 5.0 percent of their current salary whenever they act in the higher job class for a minimum of two consecutive weeks, retroactive to the first day of the assignment, while performing substantially the full range of duties and responsibilities of the higher job class.
- C. 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.
- D. 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.

3. Longevity Pay. Upon the completion of five (5) years of continuous full-time service, represented employees shall be entitled to a 3.0 percent increase in compensation; employees who complete ten (10) years of continuous full-time service shall be entitled to an additional 3.0 percent increase in compensation (for a total of 6.0 percent).

4. Bilingual Pay. A represented 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 Fire Chief), shall be paid \$46.15 per pay period upon written approval by the City Manager. Fluency shall be certified by a test administered through the Human Resources office. To become certified, an employee must achieve a score of at least 9 on a scale of 12. A certified employee shall request Bilingual Incentive Pay on a form approved by the City Manager. Employees shall be recertified at least once every two years.

Article 9 Hours of Work

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

2. Work Schedule. Fire Captains and Fire Engineers will be assigned to a 48/96 work schedule consisting of 24-hour workdays to comprise a workweek on average of 56-hours, with two days

on and four days off (XXOOOO where X = workday and O = day off), as determined by the Fire Chief.

3. Overtime Pay. For the purpose of overtime and minimum time calculations as required by the federal Fair Labor Standards Act (“FLSA”) , 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 an average 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 the first 53 hours scheduled 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 workday, rounded to the nearest minute.
- D. For purposes of Overtime computation, all paid time, including Sick Leave, Vacation 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.

4. Overtime Credited as CTO. Except as provided in Section 4.C below, overtime worked may be credited as Compensatory Time Off (“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.

5. Above CTO Limit. If an Employee is at or above the CTO accumulation limit, then they will prospectively only get paid Overtime (as opposed to CTO) for Overtime worked. Once the CTO accumulation balance has been reduced by 40.0 hours below the accumulation 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 accumulated CTO.

6. CTO Cash-Out. Employees are allowed to cash out a maximum CTO amount as accumulated by January of each year (1-10 years of service to Suisun City: 40 hours; 10 years and above: 50 hours). 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 to cash-out 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 January cash-out, Employees may not cash out 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.

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

8. 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.

9. Paid Leave. All paid leave (Sick Leave, Vacation 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 Employee is off sick on a 24.0-hour day that Employee's Sick Leave balance would be reduced by 24.0 hours for that absence.

Article 10 Vacation Leave

Use of Vacation Leave requires prior written approval by the Department Head or their 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. Accrual 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 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.

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, they 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 accumulation/accrual of Vacation Leave until the balance is reduced by 40 hours.

3. Vacation Cash-Out. Employees may Cash-out a maximum of forty (40) hours of Vacation Leave in January of each year as long as there remains a minimum of eight (8) hours in the employee's Vacation Leave balance 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 Vacation 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.

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

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

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

Article 11 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 nineteenth day of June, Juneteenth 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.

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. Fire Unit Employees are required to work when scheduled on a Holiday as a matter of health and safety of the community.

3. Prior to July 1, 2022, the City paid Fire Unit Employees scheduled to work on a holiday with five (5) days' notice an overtime rate of one and one half (1.5) times the Employee's regular rate of pay for each hour worked. Employees scheduled with less than five (5) days' notice were paid an overtime rate of two (2) times the Employee's regular rate of pay for each hour worked.

4. Effective July 1, 2022, the City shall no longer provide any special pay for employees working a holiday, but rather all employees shall receive 2.0% of base salary paid as holiday compensation in lieu of observing time off on a holiday. Holiday compensation will be paid on a biweekly basis.

5. Section 8.6 of the Personnel Rules shall not apply.

Article 12 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 as defined by CalPERS, hired after January 1, 2013, who do not meet this criteria shall be considered PEPRA "New Employees."

1. Classic Safety Fire Employee Benefits. Except as otherwise provided in this Article, the City agrees to provide the 2.0 percent at 55 CalPERS 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 CalPERS 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. Effective October 1, 2021, all Fire Safety employees covered by this MOU received an increase to their base hourly rate of 7.5 percent in exchange for the Classic Safety Fire Employees paying the full Employee contribution.

2. PEPRA New Safety Fire Employee Benefits. The City agrees to provide 2.0% at 57 CalPERS PEPRA 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 PEPRA, no Employer Paid Member Contribution ("EPMC") is allowed. Should any provision in this MOU be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

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

Article 13 Medical and Dental Insurance

1. Core Flex Plan. The City will contribute up to the equivalent of the Kaiser Permanente Region 1 Premium for Employee, Employee plus one, and Employee plus Family toward the monthly premium cost. Should the health plan premium selected by the employee cost be less than the Kaiser Permanente Region 1, the City shall pay no more than the full cost of the health plan premium rate for employees who select a health plan with a lower cost premium.

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 Fire Safety member of this Union lose their 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, for those members enrolled in the City's health plan. 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. Sick Leave Conversion to Fund Medical Premiums. Upon normal retirement from the City by a Fire Safety member of this Union, 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 of unused sick leave reported for CalPERS credit pursuant to Government Code Section 20965.

Article 14 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. Deferred Compensation Plan. The City agrees to provide a 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 15 Workers' Compensation

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

Article 16 State Disability Insurance

1. State Disability Insurance. The City shall participate under the State Disability Insurance Program (hereinafter "SDI") for employees represented by the Union.

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

Article 17 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, and life insurance premiums on behalf of an Employee who is receiving Workers' Comp/SDI benefits, as long as they are 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 they are using accrued Sick Leave, Vacation Leave, and/or CTO in conjunction with Workers' Comp/SDI benefits to create the equivalent of their normal paycheck.

3. Non-Payroll Status. Any Employee who has exhausted their benefits under FMLA, CFRA, or PDL, and who is off work pursuant to Subsections 1.E. through 1.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.

A. An Employee off work pursuant to Subsection 1.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 18 Workers' Compensation/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, and/or Compensatory Time Off.

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, and/or Compensatory Time Off, 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, and/or Compensatory Time Off, 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 herein.

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 19 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 using leave without pay.

Article 20 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, and/or Compensatory 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 21 Light Duty

1. Any Employee who previously has been off duty due to industrial injury or illness or other medical reason and who has been medically released by a doctor to return to work with restrictions may be assigned to light duty. Assignment to light duty will be based on the City's ability to accommodate the work restrictions.

2. Light duty will not be approved unless there is work available which may be performed within the limitations and/or restrictions of the affected Employee.

Article 22 Uniforms and Uniform Allowances

1. Uniform Allowances. The City shall pay Fire Unit employees required to wear uniforms in the performance of their duties an annual uniform allowance of \$1300. Uniform allowance will be paid on the regular paychecks of a pro-rata basis, equally divided across each of the 26 paychecks.
2. Uniforms. During the term of this MOU, the City shall continue to supply the required uniform components as determined by the Fire Chief in a written departmental policy.

Article 23 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 their 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 their 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 receive up to 5% incentive added to their base rate for a certification or relevant advanced education degree. A certification or advanced degree required for the position is not eligible for this 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, BA/BS, Masters) = 3%
 - B. Chief Officer (FIRE) = 1.5%
 - C. Paramedic 1.5%
4. EMT Paramedic Incentive Pay Pilot Program. As a pilot program, Fire Engineers and Fire Captains will receive incentive pay of 2% of their base salary for maintaining their EMT Certification as required for their positions. EMTs may not receive more than 5% total Incentive Pay when combined with the Certification and Educational Incentive Pay. Fire Engineers and Fire Captains who maintain their Paramedic Certification will receive an additional incentive pay of 8.5% of their base salary (for a total of 10%). Employees receiving Paramedic Incentive Pay are not eligible to receive EMT Incentive Pay. Paramedics may not receive more than 13% total

Incentive Pay when combined with the Certification and Educational Incentive Pay. This Incentive Pay will cease / sunset June 30, 2023, at midnight.

Article 24 Physical Fitness Program

Upon approval of the Fire Chief, an Employee may apply up to \$250 of employee education and training incentive pay as reimbursement for 50 percent of actual cost of health club membership or other approved physical fitness training. Reimbursement will be made twice annually. Requests for reimbursement must be submitted by the Employee at least 30 days prior to the scheduled reimbursement date. This reimbursement may only be used for club dues or other approved physical fitness training regimen and may not be used to purchase home gym equipment.

Article 25 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:

All newly appointed Fire Engineers and Fire Captains shall serve a probationary period of 12 months.

Article 26 Performance Evaluations

1. Annual Performance Evaluation. Every represented Regular Employee shall receive a performance evaluation by their 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 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 27 Disciplinary Action

Rules regarding Disciplinary Action are set forth in Chapter 12 of the Personnel Rules. The City recognizes the Firefighter Bill of Rights, Government Code Section 3250 through 3262.

Article 28 Grievance Procedure

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

Article 29 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 30 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 31 General Provisions

1. Severability. If any provision of this MOU should be held invalid or restrained by operation of law or by any court of competent jurisdiction, the remainder of this MOU shall not be affected.
2. Full Understanding. The Parties agree that this MOU 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 MOU during the term of this MOU.
4. Reopener. Upon the written request of the City Manager, the Parties agree to reopen negotiations during the term of this MOU 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 MOU, the parties may agree to meet and confer on the modification of this MOU.

- 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 the Union.
- 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 MOU during its term.

5. Savings Clause. In the event that the implementation of any article, section or subsection of this MOU 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 Union 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 Union 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 MOU.

7. Successor MOU. This MOU shall be in full effect from July 1, 2022, through and including June 30, 2023. Either party may serve upon the other its written request to commence negotiations for a successor MOU, as well as its initial written proposals for such successor MOU, as early as February 1, 2023. Upon receipt of such written notice and proposals, negotiations shall commence no later than 30 days thereafter. The Parties hereby declare that it is their mutual interest to negotiate a multi-year successor MOU consistent with City Council policy direction with the intent to be completed no later than June 30, 2023.

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

9. Effective Date. The effective date of this MOU shall be July 1, 2022.

[SIGNATURES ON NEXT PAGE]

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SUISUN CITY AND
THE SUISUN CITY PROFESSIONAL FIREFIGHTERS' ASSOCIATION,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF), LOCAL 1186
JULY 1, 2022, THROUGH JUNE 30, 2023**

**CITY OF SUISUN CITY
REPRESENTATIVES:**

**SUISUN CITY PROFESSIONAL FIREFIGHTERS' ASSOCIATION
IAFF, LOCAL 1186 REPRESENTATIVES:**

Gregory Folsom
City Manager

Ken Martin, Labor Relations Consultant
IAFF, Local 1186

Christina Penland
Human Resources Administrator

Jason Brassfield, President
IAFF, Local 1186

Kris Lofthus
Deputy City Manager

Aaron Leming, Vice President
IAFF, Local 1186

Approved as to form
Aleshire & Wynder, LLP

Elena G. Gerli, City Attorney