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RESOLUTION NO. 2023-96

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

WHEREAS, on August 17, 2021, the City Council approved the Memorandum of Understanding between the City of Suisun City (City) and the Suisun City Management & Professional Employees' Association (SCMPEA), effective July 1, 2021 through June 30, 2023 (SCMPEA MOU 2021-23) with the adoption of Resolution No. 2021-81; and

WHEREAS, on April 5, 2022, the City Council approved a First Amendment to the SCMPEA MOU 2021-23 with the adoption of resolution No. 2022-53; and

WHEREAS, on November 1, 2022, the City Council approved a Second Amendment to the SCMPEA MOU 2021-23 with the adoption of resolution No. 2022-139; and

WHEREAS, on May 23, 2023, the City Council approved a Third Amendment to the SCMPEA MOU 2021-23 with the adoption of resolution No. 2023-62; and

WHEREAS, on June 27, 2023, the City Council approved a Fourth Amendment to the SCMPEA MOU 2021-23 with the adoption of resolution No. 2023-84; and

WHEREAS, the SCMPEA MOU 2021-23 expired on June 30, 2023; and

WHEREAS, the City and SCMPEA's authorized labor representatives met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act (MMBA), government Code Sections 3500-3511, regarding a new Memorandum of Understanding for the period from July 1, 2023 through June 30, 2025 (SCMPEA MOU 2023-25), which the Tentative Agreement was ratified by the SCMPEA membership and then signed by the City and SCMPEA's authorized labor representatives as a joint recommendation to City Council, subject to City Council approval and adoption of the SCMPEA MOU 2023-25;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City hereby adopts Resolution No. 2023-96: Approving the Memorandum of Understanding (MOU) with the Suisun City Management and Professional Employees' Association (SCMPEA) and Authorizing the City Manager to Execute it on Behalf of the City.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 18th day of July 2023, by the following vote:

AYES: Councilmembers: Dawson, Osum, Pal, Washington, Mayor Hernandez
NOES: Councilmembers: None
ABSENT: Councilmembers: None
ABSTAIN: Councilmembers: None

WITNESS my hand and the seal of said City this 18th day of July 2023.



Anita Skinner
City Clerk

Exhibit A: SCMPEA MOU 2023-25

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

**July 1, 2023
Through
June 30, 2025**

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

INTRODUCTION

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

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

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

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

The Parties agree as follows:

ARTICLE 1 RECOGNITION

1. Job Classes Represented.

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

Represented Job Classes

Accountant
Assistant Engineer
Assistant Planner

Associate Engineer
Associate Planner
Building Inspection Services Manager
City Engineer
Deputy City Clerk (C)
Deputy Fire Chief
Dispatch/Records Supervisor
Division Fire Chief
Finance Manager
Fire Marshal
Housing Programs Manager
IT Services Manager
Management Analyst I
Management Analyst II
Marketing Manager
Police Commander
Police Support Services Manager
Principal Planner
Project Manager
Public Works Superintendent
Public Works Supervisor
Recreation Manager
Recreation Supervisor
Senior Accountant
Senior Associate Engineer
Senior Building Inspector
Senior Management Analyst
Senior Planner

2. Secretary to City Manager/Deputy City Clerk.

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

3. Future Additional Job Class Determination.

In addition, future additional job classes (excluding Unrepresented “at-will” Positions) determined under applicable City Resolutions to be of a Regular, Management, Professional/Technical nature shall be represented by SCMPEA.

4. Temporary/Limited-Service Positions.

It is agreed that Temporary Employees, Part-Time Employees, Emergency Employees, Volunteer Employees, and contractors are not governed by this Agreement and are not represented by

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

5. Job Requirements.

The parties agree that positions requiring a license or certification must maintain a valid cense or certification as required for their position, as a condition of employment. The parties agree to address SB2 and decertification of POST, likely to be incorporated as a policy in the Police Manual.

ARTICLE 2 CITY RIGHTS

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

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

- A. The right to hire and fire.
- B. The right to determine the mission of its constituent departments, divisions, commissions, and boards.
- C. The right to set standards of service and municipal fees and charges.
- D. The right to determine the procedures and standards of selection for employment, assignment, transfer, and promotion of applicants and Employees, provided in the case of Employees that the exercise of such right shall not infringe on any rights that Employees have under this Agreement.
- E. The right to direct its Employees.
- F. The right to discharge or suspend Employees for just cause and take other disciplinary actions against its Employees as set forth herein.
- G. The right to relieve its Employees from duty because of lack of work or other legitimate reasons.
- H. The right to maintain the efficiency of governmental operations.

- I. The right to determine the methods, means, and staffing to conduct governmental operations.
- J. The right to determine and re-determine job content and job classifications.
- K. The right to contract out any work which is now being performed by Employees of the City or which shall be performed in the future by Employees of the City, provided this only occurs in those situations where the tasks cannot be accomplished by current SCMPEA members as efficiently, economically, and expediently as can be achieved by such contracting out, provided that the City shall make every reasonable effort to place Employees displaced by such contracting out in other City service requiring similar skills as the work performed by the Employee when displaced by the contracting out and which requires minimal training to afford the Employee opportunity to adequately perform the new position.
- L. The right to take all necessary actions to carry out the mission of the City, its constituent departments, divisions, or commissions and boards in cases of emergencies.
- M. The right to exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE 3 EMPLOYEE RIGHTS

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

ARTICLE 4 PERSONNEL RULES AND REGULATIONS

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

ARTICLE 5

NO DISCRIMINATION

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

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

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

ARTICLE 6

ASSOCIATION ACCESS

1. SCMPEA Business.

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

2. Work Locations.

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

3. Shop Stewards.

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

4. Release Time.

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

5. Labor/Management Committee.

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

6. Employee Orientation & Contact Information.

All Employees will receive a New Employee Orientation within their first five (5) regular Workdays of employment with the City. The New Employee Orientation will be presented by Human Resources Division staff members at a time and place determined by the City. The purpose of the orientation is to review and complete required payroll, insurance, benefits, and similar required documentation; to train the Employee regarding City and/or Departmental policies, procedures, and specific requirements of the position; and to provide other necessary information. At no time during the orientation shall a City or SCMPEA representative provide derogatory information or advocacy about the other.

- A. The City will provide SCMPEA notice of a pending New Employee Orientation within one (1) business day of the execution of an employment offer letter.
- B. One (1) SCMPEA representative, officer, steward, or member will be provided an opportunity for a 15-minute private session with the new Employee during the New Employee Orientation. SCMPEA may provide written information to be included with the orientation materials, in lieu of such a private session. Two (2) business days prior to the New Employee Orientation, SCMPEA will provide to Human Resources the name and the contact information of its participating representative. The City and SCMPEA will mutually agree to a suitable time during the New Employee Orientation for SCMPEA's private meeting with the new Employee. Such private meeting will occur at the same location as the New Employee Orientation.

- C. Within 30 days of hire, and annually thereafter, the City will provide SCMPEA with Employee contact information, including name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses on file with the City, and home address, in electronic format as required by State law for all represented Employees.
- D. The City also agrees to provide SCMPEA with a list of the foregoing information for all bargaining unit employees at least once every 120 days at SCMPEA's written request.
- E. Notwithstanding the foregoing, in accordance with Government Code Section 6254.3(a)(3), the City will not provide SCMPEA with the home address or any phone number on file with the City of any employee performing law enforcement-related functions. For purposes of this Agreement, "law enforcement-related functions" includes any City police department employee and any City code enforcement officer. In accordance with Government Code Section 6254.3(c), the City will not provide SCMPEA with any home address, home telephone number, personal cellular telephone number, or personal email address of any employee who has made a written request to the City regarding non-disclosure of said information (except, with respect to personal email addresses, as may be necessary to comply with the California Public Records Act).

7. Dues Deduction.

SCMPEA may request that the City deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by SCMPEA, from the wages and salaries of SCMPEA members. SCMPEA hereby certifies that SCMPEA has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. Accordingly, SCMPEA membership dues shall be deducted over 24 pay periods in accordance with the City procedures and provisions of applicable law from the salary of each employee whose name is provided by SCMPEA. Such deduction shall be made only when the SCMPEA member's earnings for the subject pay period are sufficient after other legally required deductions are made.

- A. Remittance of the aggregate amount of all such monies shall be made by the City to SCMPEA at the conclusion of each payroll period in which said dues were deducted. Any changes in SCMPEA dues must be given to the City a minimum of thirty (30) days prior to change to accommodate changes to payroll.
- B. SCMPEA shall have a duty to defend and shall indemnify and hold harmless the City against any liability arising from a claim, demand, or other action relating to any SCMPEA requested deduction, or any provision or obligation set forth in this Article. The City reserves the right to select its own counsel for its defense hereunder at the SCMPEA's expense.

ARTICLE 7 COMPENSATION

1. Salaries.

- A. Effective the first pay period following City Council adoption of the successor memorandum of understanding (MOU) or the first pay period following 7/1/2023, whichever is later, the base wage rates set forth in the Citywide Salary Schedule shall be adjusted as follows:

| Job Class | Monthly Salary Prior to Base Wage Adjustment Eff. 5/26/23 | Base Wage Increase Eff. 5/26/23 | Approx. % of Base Wage Increase Eff. 5/26/23 | Approx. Monthly Salary Eff. 5/26/23 | Proposed Wage Adjustment (Rounded 3 decimal points) | Approx. New Monthly Top Step | Total % Change |
|--------------------------------------|---|---------------------------------|--|-------------------------------------|---|------------------------------|----------------|
| Accountant | \$7,170 | \$2/hour | 4.8% | \$7,517 | 0.000% | \$7,517 | 4.8% |
| Assistant Engineer | \$8,272 | \$2/hour | 4.2% | \$8,619 | -0.355% | \$8,588 | 3.8% |
| Assistant Planner | \$7,170 | \$2/hour | 4.8% | \$7,517 | -0.406% | \$7,486 | 4.4% |
| Associate Engineer | \$9,100 | \$2/hour | 3.8% | \$9,447 | 0.005% | \$9,447 | 3.8% |
| Associate Planner | \$7,888 | \$2/hour | 4.4% | \$8,235 | 0.000% | \$8,235 | 4.4% |
| Building Inspection Services Manager | \$9,100 | \$2/hour | 3.8% | \$9,447 | -0.837% | \$9,367 | 2.9% |
| City Engineer | \$11,381 | \$2/hour | 3.0% | \$11,728 | 8.996% | \$12,783 | 12.3% |
| Deputy City Clerk (C) | \$6,289 | \$2/hour | 5.5% | \$6,635 | 13.961% | \$7,562 | 20.2% |
| Deputy Fire Chief | \$11,954 | \$6/hour | 8.7% | \$12,994 | 0.000% | \$12,994 | \$8.7% |
| Dispatch/Records Supervisor | \$6,727 | \$4/hour | 10.3% | \$7,421 | 8.899% | \$8,081 | 20.1% |
| Division Fire Chief | \$10,403 | \$6/hour | 10.0% | \$11,443 | 0.507% | \$11,501 | 10.6% |
| Finance Manager | \$9,100 | \$2/hour | 3.8% | \$9,447 | 16.557% | \$11,011 | 21.0% |
| Fire Marshal | \$10,403 | \$6/hour | 10.0% | \$11,443 | 0.507% | \$11,501 | 10.6% |
| Housing Programs Manager | \$9,403 | \$2/hour | 3.7% | \$9,750 | 0.000% | \$9,750 | 3.7% |
| IT Services Manager | \$9,100 | \$2/hour | 3.8% | \$9,447 | 20.406% | \$11,374 | 25% |
| Management Analyst I | \$7,170 | \$2/hour | 4.8% | \$7,517 | -0.406% | \$7,486 | 4.4% |
| Management Analyst II | \$7,888 | \$2/hour | 4.4% | \$8,235 | 0.000% | \$8,235 | 4.4% |
| Marketing Manager | \$7,200 | \$2/hour | 4.8% | \$7,547 | 8.364% | \$8,178 | 13.6% |
| Police Commander | \$11,954 | \$6/hour | 8.7% | \$12,994 | 14.356% | \$14,859 | 24.3% |

| Job Class | Monthly Salary Prior to Base Wage Adjustment Eff. 5/26/23 | Base Wage Increase Eff. 5/26/23 | Approx. % of Base Wage Increase Eff. 5/26/23 | Approx. Monthly Salary Eff. 5/26/23 | Proposed Wage Adjustment (Rounded 3 decimal points) | Approx. New Monthly Top Step | Total % Change |
|---------------------------------|---|---------------------------------|--|-------------------------------------|---|------------------------------|----------------|
| Police Support Services Manager | \$9,100 | \$4/hour | 7.6% | \$9,793 | 0.000% | \$9,793 | 7.6% |
| Principal Planner | \$10,412 | \$2/hour | 3.3% | \$10,758 | 1.041% | \$10,870 | 4.4% |
| Project Manager | \$8,282 | \$2/hour | 4.2% | \$8,628 | 9.000% | \$9,405 | 13.6% |
| Public Works Superintendent | \$10,326 | \$2/hour | 3.4% | \$10,673 | 0.825% | \$10,761 | 4.2% |
| Public Works Supervisor | \$6,695 | \$2/hour | 5.2% | \$7,042 | 10.921% | \$7,811 | 16.7% |
| Recreation Manager | \$7,888 | \$2/hour | 4.4% | \$8,235 | 9.224% | \$8,995 | 14.0% |
| Recreation Supervisor | \$5,825 | \$2/hour | 6.0% | \$6,172 | 12.173% | \$6,923 | 18.8% |
| Senior Accountant | \$8,282 | \$2/hour | 4.2% | \$8,628 | 0.185% | \$8,644 | 4.4% |
| Senior Associate Engineer | \$10,010 | \$2/hour | 3.5% | \$10,357 | 0.335% | \$10,391 | 3.8% |
| Senior Building Inspector | \$8,282 | \$2/hour | 4.2% | \$8,628 | -4.507% | \$8,240 | -0.5% |
| Senior Management Analyst | \$8,676 | \$2/hour | 4.0% | \$9,023 | 0.394% | \$9,059 | 4.4% |
| Senior Planner | \$8,676 | \$2/hour | 4.0% | \$9,023 | 0.394% | \$9,059 | 4.4% |

- B. The base wage increases provided effective 5/26/2023 to the employee's position within the range decreased the differential between steps to less than 5% as was identified by the alpha numerical salary ranges established for the following classifications: Deputy Fire Chief, Division Fire Chief, Police Support Services Manager, Principal Planner, and Public Works Superintendent. The alpha salary range will be eliminated once the proposed base wage adjustments for the successor MOU are implemented. The affected employees in the alpha numeric ranges will be transitioned to the base numerical range assigned to their classification and will advance one pay step to avoid a negative salary adjustment as a result of implementing this provision. This shall not affect the incumbent's anniversary dates or eligibility for future merit increases. Nothing herein requires the City to maintain the 5% differential between steps.
- C. The aforementioned base wage adjustments will be effective the first pay period following 7/1/2023, should the parties reach a tentative agreement that is ratified by the SCMPEA membership no later than 6/30/2023 and subsequently signed by its representatives no later than 7/6/2023.
- D. Effective the last full pay period of June 2025, represented employees shall receive a two-point five (2.5%) percent Cost of Living Adjustment (COLA), condition precedent on if the City's actual revenues for Fiscal Year 2023/24 exceed actual revenues for Fiscal Year 2022/2023 by at least three (3%) percent.

- E. Effective the first pay period following City Council adoption of the successor memorandum of understanding (MOU) or the first pay period following 7/1/2023, whichever is later, the current incumbent Fire Marshall shall receive a lump sum retention bonus of one thousand dollars (\$1,000.00). The aforementioned lump sum retention bonus will be provided the first pay period following 7/1/2023 should the parties reach a tentative agreement that is ratified by the SCMPEA membership no later than 6/30/2023 and subsequently signed by its representatives no later than 7/6/2023.
- F. Effective the first full pay period of July 2024, the current incumbent Fire Marshall, if still on payroll as of the payment date, shall receive a lump sum retention bonus of one thousand dollars (\$1,000.00).
- G. Effective the first full pay period of January 2025, the current incumbent Fire Marshall, if still on payroll as of the payment date, shall receive a lump sum retention bonus of one thousand dollars (\$1,000.00).

2. Salary Schedule.

The Salary Schedule for SCMPEA Employees will be converted to a 5-step pay scale as of the effective date of the SCMPEA MOU 2021-23.

3. Acting Pay.

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

- A. Employees must qualify to receive Acting Pay when assigned in writing to act in a higher job class and to perform substantially the full range of duties and responsibilities of the higher job class for a minimum period of two weeks.
- B. Employees who are assigned to act in a higher job class will receive Acting Pay in an amount of at least five (5%) percent and no more than ten (10%) percent of their current salary whenever they are assigned to 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. In order to receive Acting Pay, there must exist a budgeted position, the assignment must be made in writing, 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. Exceptions to meeting the minimum qualifications of the higher job class may be made on a case-by-case basis, depending on operational need, with concurrence between the department head and Human Resources, subject to City Manager approval.
- D. Acting Pay shall not be applied to a request to cash-out any form of paid leave, or payment for accrued and unused paid leave hours at time of separation.

4. Special Circumstances – Police Support Services Manager.

The Police Support Services Manager position is exempt from the payment of Overtime for all hours worked in addition to that Employee's assigned work hours with the exception of the following Special Circumstance:

- A. The Police Support Services Manager will not be compensated for hours worked in addition to scheduled work hours when performing the supervisory duties of the position.
- B. If, as a result of a Critical Staffing Shortage, the Police Support Services Manager is assigned by their supervisor to work a full shift as a Public Safety Dispatcher during scheduled days off, those hours will be compensated at the rate of time and one-half of the salary rate of a Public Safety Dispatcher II E-Step.
- C. Critical Staffing Shortage will be deemed to have occurred when the number of available Public Safety Dispatchers is inadequate to cover the required number of shifts. The number of available Public Safety Dispatchers must be at a level to allow a minimum of one-off day every four days.
- D. During Critical Staffing Shortages, the Suisun City Police Department incorporates 12-hour work shifts within the Communication/Records Center. This scheduling requires a minimum of two (2) Public Safety Dispatchers to cover each 24-hour day.
- E. During the Critical Staffing Shortages, the Suisun City Police Department Communications Center will be staffed with one (1) Public Safety Dispatcher.
- E. A Non-Critical Staffing Period is one in which adequate staffing is available to fill an unexpected vacancy or a shift shortage. The Police Support Services Manager is authorized to require an available Public Safety Dispatcher to fill a shift vacancy. Should the Police Support Services Manager choose to work a vacant shift to avoid requiring an available Public Safety Dispatcher to work, the time worked will not be compensable.
- G. During scheduled workdays, the Police Support Services Manager will not receive Overtime compensation when required to extend the workday up to two (2) hours to fill an unexpected shift vacancy as a Public Safety Dispatcher.

5. Special Circumstances – Police Commander.

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

6. Fire Duty Chief Standby Pay.

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

7. Longevity Pay.

A. Police and Fire Safety Longevity Pay.

Upon the completion of five (5) years of continuous full-time service, represented employees shall be entitled to a three (3%) percent increase in compensation; employees who complete ten (10) years of continuous full-time City service shall be entitled to an additional three (3%) percent increase in compensation (for a total of six (6%) percent).

B. Miscellaneous Employee Longevity Pay.

Effective the first pay period following 7/1/2023, upon the completion of ten (10) years of continuous full-time City service, represented employees shall be entitled to a two (2%) percent increase in compensation. Employees who complete fifteen (15) years of continuous full-time City service shall be entitled to an additional two (2%) percent increase in compensation (for a total of four (4%) percent).

Effective the first pay period in July 2024, upon the completion of five (5) years of continuous full-time City service, represented employees shall be entitled to a two (2%) percent increase in compensation; employees who complete ten (10) years of continuous full-time City service, shall be entitled to a two (2%) percent increase in compensation; employees who complete fifteen (15) years of continuous full-time service shall be entitled to an additional two (2%) percent increase in compensation (for a total of six (6%) percent).

8. Notary Pay.

Any employee that possesses an official Notary Commission and is required to perform these duties in addition to their normal job duties shall be afforded a monthly \$50 allowance, approved by the employee's Department Head. The City will provide the cost of training, certification, recertification, bond, insurance and recording with the County Recorder of the Notary Commission for any employees required to obtain and maintain an official Notary Commission.

ARTICLE 8 HOURS OF WORK

1. Attendance.

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

2. Work Schedules.

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

- A. A 40.0-hour workweek consisting of five consecutive 8.0 hour days in a seven-day period (hereinafter "5/40"), beginning at noon on Friday through noon on the following Friday. All other work schedules shall be considered Alternative Work Schedules.
- B. An Alternative Work Schedule, such as four consecutive 10.0 hour days in a seven-day period beginning at noon on Friday through noon on the following Friday (hereinafter "4/10"), or nine workdays totaling 80 hours during a fourteen-day period beginning at noon on Friday through noon on the following Friday (hereinafter "9/80"), or any other configuration approved by the Department Head and City Manager. Assignment to an Alternative Work Schedule is subject to Department Head recommendation and City Manager approval and shall not be considered permanent. At such time as the Department Head and City Manager determine that the schedule does not meet departmental needs, the Employee shall be reassigned to another work schedule.
- C. Non-Exempt Employees shall not be scheduled to work more than seven consecutive days without two scheduled days off, except in emergency situations.
- D. Employees assigned to an Alternative Work Schedule may have the start of the workweek changed in accordance with the requirements set forth in the Fair Labor Standards Act.
- E. Employees may temporarily flex their schedules with the prior approval of their Department Head, so long as the new schedule meets the City's needs and the Employee works a full schedule or makes up the shortfall with paid leave.

3. Executive Leave.

Rules regarding Executive Leave are set forth in Section 8.5 of the Personnel Rules, Administrative Directive. In lieu of Overtime/CTO, 80 hours shall be deposited into the Executive Leave account of each eligible employee in the bargaining unit in the first full pay period of each fiscal year. Additionally, an eligible employee will receive one hour of Executive Leave for each hour of work assigned and approved by their Department Head, that is worked outside of the regular work day, not to exceed 40 additional hours per fiscal year (i.e. 120 Executive Leave accrued for hours for the fiscal year). Examples of such assigned tasks outside of the regular workday are City Council meetings, City events, or emergency response.

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

- A. 1-10 years of service with Suisun City – 40 hours;
- B. After completing 10 years and higher – 50 hours;
- C. Any Executive Leave accumulated over 80 hours due to working hours outside of the Employee's normal workday as described above, may be cashed out once each fiscal year according to the cash-out rules.

4. Executive Leave Cash-Out.

Employees can cash-out Executive Leave in the amounts depicted in Section 3 above in January. The Finance Department will send out a request form, in November of the preceding calendar year, that includes written verification of each employee's current CTO balance. Employees may make an irrevocable request for the upcoming calendar year to cash-out Executive Leave by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form. With the exception of the January cash-out, Employees may not cash-out Executive Leave except upon leaving City Service. No Executive Leave cash-out election will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.

5. Conflict with FLSA.

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

6. Enforcing Leave Caps.

The parties agree that the previous contractually agreed upon leave caps shall be enforced as follows: for Miscellaneous and Fire Safety employees, Vacation and Holiday leave accruals shall be enforced effective October 1, 2023, and Executive leave accruals shall be enforced effective January 8, 2024. For Police Safety employees, all leave accruals shall be enforced effective July 1, 2024. In order to effectuate this intent, the parties agree that the City will buy down fifty (50%) percent of any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2023. The remaining fifty (50%) percent excess

accrued leave as of the last full payroll period in June 2023 will be tracked in a separate excess leave accrual bank. The City will buy down the remaining excess leave accruals in January 2024 at the employees' June 2023 pay rate. The parties agree that Miscellaneous and Fire Safety employees will then have ninety (90) days, until October 1, 2023, to maintain and/or reduce their Vacation and Holiday leave accruals below the contractual leave caps, and until January 8, 2024, to maintain and/or reduce their Executive leave accruals below the contractual leave caps, at which time employees will no longer be allowed to exceed the leave caps. The parties agree that Police Safety employees will have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps. Those who are still over the cap on or after October 1, 2023, January 8, 2024, or July 1, 2024, respectively, shall cease accruals until their accrual balance falls below the leave cap and shall not be allowed to accrue leave over the cap from thereon. The parties understand that after buying down the excess accrued leave to the accrual leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the aforementioned ninety (90) day, six (6) month, and one (1) year grace periods to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the accrual cap is once again enforced.

ARTICLE 9 VACATION LEAVE

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

1. Vacation Accrual.

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

- A. For the First Five Years of Service. Employees shall earn and be credited with Vacation Leave at the rate of 80.0 hours per year for those working 40.0 hours per week or 9/80 two-week schedule.
- B. Commencing with the Sixth Year. Employees shall earn and be credited with Vacation Leave at the rate of 120.0 hours per year for those working 40.0 hours per week or 9/80 two-week schedule.
- C. Commencing with the Eleventh Year. Employees shall earn and be credited with Vacation Leave at the rate of 160.0 hours per year for those working 40.0 hours per week or 9/80 two-week schedule.

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

2. Maximum Accumulation.

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

3. Vacation Cash-Out.

Employees may Cash-out a maximum of forty (40) hours in January of each year as long as there remains a minimum of eight (8) hours in employee's vacation leave after cash-out. The Finance Department will send out a request form, in November of the preceding calendar year, that includes written verification of each employee's current Vacation Leave Balance. Employees may make an irrevocable request for the upcoming calendar year to cash-out Vacation Leave by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form. With the exception of the January cash-out, Employees may not cash-out Vacation Leave except upon leaving City Service. No CTO cash-out election will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.

4. Enforcing Leave Caps.

The parties agree that the previous contractually agreed upon leave caps shall be enforced as follows: for Miscellaneous and Fire Safety employees, Vacation and Holiday leave accruals shall be enforced effective October 1, 2023, and Executive leave accruals shall be enforced effective January 8, 2024. For Police Safety employees, all leave accruals shall be enforced effective July 1, 2024. In order to effectuate this intent, the parties agree that the City will buy down fifty (50%) percent of any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2023. The remaining fifty (50%) percent excess accrued leave as of the last full payroll period in June 2023 will be tracked in a separate excess leave accrual bank. The City will buy down the remaining excess leave accruals in January 2024 at the employees' June 2023 pay rate. The parties agree that Miscellaneous and Fire Safety employees will then have ninety (90) days, until October 1, 2023, to maintain and/or reduce their Vacation and Holiday leave accruals below the contractual leave caps, and until January 8, 2024, to maintain and/or reduce their Executive leave accruals below the contractual leave caps, at which time employees will no longer be allowed to exceed the leave caps. The parties agree that Police Safety employees will have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps. Those who are still over the cap on or after October 1, 2023, January 8, 2024, or July 1, 2024, respectively, shall cease accruals

until their accrual balance falls below the leave cap and shall not be allowed to accrue leave over the cap from thereon. The parties understand that after buying down the excess accrued leave to the accrual leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the aforementioned ninety (90) day, six (6) month, and one (1) year grace periods to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the accrual cap is once again enforced.

5. Holiday During Vacation.

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

6. Illness During Vacation.

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

7. Separation from Service.

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

8. Upon Death.

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

ARTICLE 10 UNIFORMS AND UNIFORM ALLOWANCES

1. Uniform Allowances.

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

| <u>Job Class</u> | <u>Total</u> |
|---------------------------------|--------------|
| Division Fire Chief | \$1300 |
| Dispatch/Records Supervisor | \$900 |
| Deputy Fire Chief | \$1300 |
| Fire Marshal | \$1300 |
| Police Commander | \$1300 |
| Police Support Services Manager | \$900 |

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

2. Other Uniforms.

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

ARTICLE 11 RETIREMENT BENEFITS

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

1. Classic Miscellaneous Employee Benefits.

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

2. Classic Safety Fire Employee Benefits.

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

3. Classic Safety Police Employee Benefits.

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

- A. The City agrees to continue to provide Level 4, Survivor Benefits through Public Employees Retirement System, (hereinafter "PERS").
- B. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS.

- C. Consistent with Internal Revenue Code Section 414(h)(2), that portion of the Employee's contribution paid by the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.
- D. All Safety Police employees covered by this MOU will receive an increase to their base hourly rate of 5.5 percent in exchange for the Classic Safety Police Employees paying the full employee contribution along with PEPRAs employees as soon as practicable after CalPERS approval of the EPMC change.

4. PEPRA New Miscellaneous Employee Benefits.

The City agrees to provide 2.0% at 62 PERS Plan for New Miscellaneous Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPRA, no EPMC is available. Should any provision in this Agreement be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

5. PEPRA New Safety Fire Employee Benefits.

The City agrees to provide 2.0% at 57 PERS 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 EPMC is available. Should any provision in this Agreement be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

6. PEPRA New Safety Police Employee Benefits.

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

7. Sick Leave Conversion.

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

ARTICLE 12 MEDICAL & DENTAL INSURANCE

1. Core Flex Plan.

The City will contribute a Core Flex Plan amount equivalent to 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 cost, selected by the employee, be less than the Kaiser Permanente Region 1 premium, the City shall pay no more than the full cost of the Kaiser Permanente rate, with the difference between the cost of the selected health plan premium and the maximum provided by the city eligible to be applied toward the cost of vision and dental premiums.

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) as a 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 and Vision Premiums, Flexible Spending Accounts, and Taxable Cash Option. An Employee choosing the Flexible Benefit Options must establish eligibility by providing verification of enrollment in a group health plan and must reestablish eligibility annually for continued enrollment in the Flexible Benefit Options during each Open Enrollment Period established by the City.

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 or enrollment in a Dental and/or Vision Plan.

4. Medical Insurance Benefits after Death While on Duty.

Should a Sworn Police member of SCMPEA lose his/her life in the line of duty, the City agrees to continue to pay medical insurance payments as outlined above for the member's immediate dependent family. Said payments will continue for a period of up to three years, providing the City's insurance plan allows for continued participation. The surviving dependent family member(s) may remain on the City's medical plan at its own cost after the three years has elapsed, providing that the plan allows for continued participation.

5. Medical Conversion Plan.

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

6. Sick Leave Conversion to Fund Medical Premiums.

Upon normal retirement from the City by a Sworn Police member of SCMPEA, 25.0 percent of an Employee's Sick Leave balance may be converted to a cash equivalent and used to fund medical premiums. This conversion will be deducted from the amount reported for PERS credit in Subsection 3.A. of Article VIII.

ARTICLE 13

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 the a 457 Deferred Compensation Plan as an optional benefit to City Employees. The City will match the Employee's contribution up to four (4%) percent of the employee's base salary or one hundred and eighteen dollars (\$118.00) per pay period, whichever is greater. The City's match will be contributed to participating Employees on a pay-period basis.

ARTICLE 14 SUPPLEMENTAL INSURANCE

The City has contracted with Colonial for voluntary supplemental insurance benefits which will be administered by City payroll deductions. It shall be agreed that the City may choose different supplemental insurance providers from time to time as needed to provide such voluntary benefits in the best interest of the City.

ARTICLE 15 MILEAGE REIMBURSEMENT

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

ARTICLE 16 WORKERS' COMPENSATION COVERAGE

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

ARTICLE 17 STATE DISABILITY INSURANCE COVERAGE

1. State Disability Insurance.

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

2. Payment of SDI Premiums.

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

ARTICLE 18 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, at least a thirty (30) hour or greater workweek.

- 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 he/she is in a Payroll Status with the City or within the period provided in Chapter 10 of the Personnel Rules. An Employee is in a Payroll Status with the City, as long as he/she is using accrued Sick Leave, Vacation Leave, Executive Leave, and/or Holiday Leave in conjunction with Workers' Comp/SDI benefits to create the equivalent of at least a thirty (30) hour or greater workweek.

3. Non-Payroll Status.

- A. Any Employee off work on SDI who has exhausted his/her benefits under FMLA, CFRA, or PDL, and who has insufficient accrued paid leave balances to create the equivalent of at least a thirty (30) hour or greater workweek, shall be considered to be in a Non-Payroll Status. Employees who are in a Non-Payroll Status will no longer accrue paid leave (Vacation, Sick, Holiday and Executive), and the City will no longer contribute the City's share of health insurance premiums on the Employee's behalf. The City will continue to contribute life insurance premiums for employees in a non-payroll status.
- B. An Employee off work on Workers' Compensation, and who has insufficient accrued paid leave balances to create the equivalent of at least a thirty (30) hour or greater workweek, shall be considered in a Non-Payroll Status. The Employee will no longer accrue paid leave (Vacation, Sick, Holiday, and Executive); 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. The City will continue to contribute life insurance premiums for employees in a non-payroll status.
- C. Employees contributing to the 457 Deferred Compensation plan, and who are off work on Workers' Compensation/SDI, will have all contributions to the deferred

compensation plan stopped during the time on leave unless they are integrating sufficient accrued paid leave to cover the full amount of the requested deferred compensation plan contribution. Workers' Compensation/SDI benefits are non-taxable benefits, therefore shall not be used toward 457 plan contributions.

ARTICLE 19 WORKERS' COMP/SDI MEDICAL LEAVE

1. Employee Options Regarding SDI Medical Leave.

There are three options available to an Employee who is otherwise eligible for SDI insurance benefits, which are as follows:

- A. Option 1: Not applying for disability insurance benefits and using accrued Sick Leave, Vacation Leave, Executive Leave, and/or Holiday Leave.
- B. Option 2: Applying for disability insurance benefits and integrating accrued paid leaves with the SDI benefits. Such accrued paid leaves shall include Sick Leave, Vacation Leave, Executive Leave, and/or Holiday Leave, in this order, 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 their Request for Leave (RFL) whether the Employee is integrating Sick Leave, and other leave accruals, with SDI benefits.
- C. Option 3: Employees who apply for disability insurance, may provide the City with the supplemental benefits received by SDI, to be credited to a disability leave accrual account, which the City will then reissue to the employees through payroll, enabling employees to remain on payroll status so long as they integrate accrued leave to create at least a thirty (30) hour or greater workweek.
- D. The amount of supplement for any hour of any normal Workday shall not exceed the difference between one hundred (100%) 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 one hundred (100%) percent of their normal pay.

3. How a Supplement is Treated.

The Employee shall receive up to one hundred (100%) percent of their gross salary rate, including any regular hours worked and leave accruals to cover time off (Sick leave, Vacation, Executive and/or Holiday Leave) 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 up to one hundred (100%) percent of Employee's gross salary rate when combining the supplemental amount provided by Workers' Comp/SDI with integrated leave.

4. Paid Leave Accrual.

An Employee shall earn Sick Leave, Vacation Leave, and Holiday 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 including for seniority and merit step increases during such a period, as long as the Employee is in a Payroll Status with the City. Retirement service credit is determined by CalPERS.

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 20 SICK LEAVE

Rules regarding Sick Leave are set forth in Section 10.1 of the Personnel Rules. Employees off work on a protected leave status shall be required to use available accrued paid leave prior to going leave without pay. Rules pertaining to additional leaves of absence are contained in the City's Personnel Rules and Regulations.

ARTICLE 21 LEAVE OF ABSENCE DUE TO INJURY INCURRED WHILE ON DUTY

1. The City shall comply with applicable federal and state laws governing work-related injuries, leaves, and compensation.
2. Employees shall bring health and/or safety problems in the workplace to the attention of their supervisor as soon as possible.
3. The City shall coordinate accrued Sick Leave with Workers' Compensation benefits.
4. Employees who have exhausted their Sick Leave balances may use accrued Vacation Leave, Executive Leave, and/or Holiday Leave consistent with the provisions of Personnel Rules Subsection 10.3.1. Upon expiration of all paid leave time, an Employee shall be entitled to receive compensation only from the City's Workers' Compensation third-party administrator.

ARTICLE 22 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.

- The fourth day of July, Independence Day.
- The first Monday in September, Labor Day.
- The second Monday in October, Columbus Day.
- The eleventh day of November, Veteran's Day.
- The fourth Thursday in November, Thanksgiving Day.
- The fourth Friday in November, the day after Thanksgiving Day.
- The twenty-fifth day of December, Christmas Day.
- One floating Holiday shall be posted on the first pay period in July and one floating Holiday on the first pay period in January to the Holiday Leave balance.
- Any date proclaimed by the Mayor of Suisun City as a Holiday.

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

2. Observance.

When a Holiday falls on Sunday, it shall be observed on the following Monday. When a Holiday falls on Saturday, it shall be observed on the preceding Friday.

3. Holiday Time Off.

An Employee will accrue 8.0 hours of Holiday Time Off when assigned to a workweek of 40.0 hours, or 9.9 hours of Holiday Time Off when assigned to a workweek of 49.5 hours for each observed holiday. An Employee may use Vacation Leave, Executive Leave, or work additional time (on an hour-for-hour basis) during the work period to make up the difference between his/her scheduled time and his/her accrued Holiday Time Off.

4. Holiday Time Off Usage.

Holiday Time Off may be used as follows:

- A. When the Fourth of July falls on a day when an Employee is scheduled to work and the Employee is directed to work that day for a period of time up to one-half the number of hours of Holiday Time Off afforded to that Employee, the Employee's Holiday Leave balance shall be credited with an amount equal to one-half the number of Holiday Time Off hours set forth in Section 3 of this Article.
- B. When the Fourth of July falls on a day when an Employee is scheduled to work and the Employee is directed to work that day for a period of time equal to at least three-quarters of the number of hours of Holiday Time Off afforded to that Employee, the Employee's Holiday Leave balance shall be credited with an amount equal to the total number of Holiday Time Off hours set forth in Section 3 of this Article.
- C. When a Holiday falls on a day when an Employee is not scheduled to work and the Employee does not work that day, the Employee shall have an amount equal to the number of Holiday Time Off hours credited to his/her Holiday Leave balance.

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

5. Holiday Leave Balance.

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

6. Enforcing Leave Caps.

The parties agree that the previous contractually agreed upon leave caps shall be enforced as follows: for Miscellaneous and Fire Safety employees, Vacation and Holiday leave accruals shall be enforced effective October 1, 2023, and Executive leave accruals shall be enforced effective January 8, 2024. For Police Safety employees, all leave accruals shall be enforced effective July 1, 2024. In order to effectuate this intent, the parties agree that the City will buy down fifty (50%) percent of any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2023. The remaining fifty (50%) percent excess accrued leave as of the last full payroll period in June 2023 will be tracked in a separate excess leave accrual bank. The City will buy down the remaining excess leave accruals in January 2024 at the employees' June 2023 pay rate. The parties agree that Miscellaneous and Fire Safety employees will then have ninety (90) days, until October 1, 2023, to maintain and/or reduce their Vacation and Holiday leave accruals below the contractual leave caps, and until January 8, 2024, to maintain and/or reduce their Executive leave accruals below the contractual leave caps, at which time employees will no longer be allowed to exceed the leave caps. The parties agree that Police Safety employees will have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps. Those who are still over the cap on or after October 1, 2023, January 8, 2024, or July 1, 2024, respectively, shall cease accruals until their accrual balance falls below the leave cap and shall not be allowed to accrue leave over the cap from thereon. The parties understand that after buying down the excess accrued leave to the accrual leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the aforementioned ninety (90) day, six (6) month, and one (1) year grace periods to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the accrual cap is once again enforced.

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 his/her job skills. A course of study may include courses needed to gain a degree in a job-related field or to improve opportunities for advancement or promotion with the City of Suisun City. If the Employee's Department Head will not recommend reimbursement for a course of study, the Employee may appeal to the City Manager or designee.

2. Reimbursement.

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

3. Certification and Educational Incentive Pay.

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

- A. Advanced degree beyond current requirement for job (AA, Bach. degree, Masters) = 3%
- B. POST Advanced Certificate = 5%

ARTICLE 24

PROBATIONARY PERIOD

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

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

ARTICLE 25

PERFORMANCE EVALUATIONS

1. Annual Performance Evaluation.

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

2. Purpose.

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

3. Procedure.

The Administrative Services Director shall approve the format for performance evaluations, which may vary by department, Position, or Employee's responsibilities. Included in the performance evaluation may be, 1) an assessment of what additional tools, such as upgraded software, may be needed; and 2) what training should be made available to the employee to assist in improving the level of performance. The Employee's Department Head or designee will provide a written evaluation of the Employee's performance in a variety of skill or performance areas.

4. Merit Increases.

In order to advance to a Pay Rate in the Pay Range, the evaluation must demonstrate that the advancement is merited on the basis of job performance. Performance ratings shall guide supervisors and Department Heads in determining whether merit advancements have been earned and should be recommended to the City Manager. Department Heads shall have the authority and responsibility to withhold or delay merit advancements if such advancement is not merited.

ARTICLE 26 GRIEVANCE PROCEDURE

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

ARTICLE 27 DISCIPLINARY ACTION

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

ARTICLE 28 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 29 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 30 LAYOFF AND REEMPLOYMENT

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

ARTICLE 31 GENERAL PROVISIONS

1. Severability.

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

2. Full Understanding.

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

3. No Requirement to Meet and Confer.

Except as otherwise provided in this Article, the Parties agree that neither Party shall be required to meet and confer concerning any specific provision of this Agreement during the term of this Agreement.

4. Reopener.

Upon the written request of the City Manager, the Parties agree to reopen negotiations during the term of this Agreement for the following purpose:

- A. Declaration of a Fiscal Emergency by the City Council which could result in Layoffs if the Parties do not meet and confer on alternatives.
- B. If any other bargaining group has an employment contract with the City of Suisun City that contains applicable compensation provisions that are more advantageous for the Employees than this Agreement, the Parties may agree to meet and confer on the modification of this Agreement.
- C. A positive or negative change occurs in the City's fiscal status that would affect the availability of funding for services provided in whole or in part by Employees represented by SCMPEA.
- D. Update/Amend/Replace the City's Employer-Employee Relations Resolution; and
- E. Update/Amend the City's Administrative Directive AD7 – Personnel Rules & Regulations.
- F. Notwithstanding the provisions of California Government Code section 20516.5, the Parties agree that the above-indicated represent the only bases for reopening this Agreement during its term.

5. Savings Clause.

In the event that the implementation of any article, section or subsection of this Agreement shall be frustrated on account of the operation of law or by any tribunal of competent jurisdiction, or if compliance with any article, section or subsection would be frustrated or restrained by such law or tribunal, representatives of the City and the Association shall, if possible, meet and confer for the purpose of endeavoring to agree on a replacement for such article, section or subsection.

6. No Strike/Lockout.

The SCMPEA agrees that there will be no strike, work stoppage, slowdown, "sick in", sit down, refusal to perform work, other interference with City operations, picketing, or refusal to enter upon City premises on any account or in connection with any grievance or dispute. The City agrees that it will not engage in any lockouts during the term of this Agreement.

7. Successor Agreement.

This Agreement shall be in full effect from July 1, 2023 through and including June 30, 2025. Either Party may serve upon the other its written request to commence negotiations for such successor Agreement as early as February 1, 2025. Upon receipt of such written notice, negotiations shall commence no later than thirty (30) days thereafter. The Parties hereby declare that it is their mutual interest to negotiate a multi-year successor agreement consistent with City Council policy direction, with the intent to be completed no later than June 30, 2025.

8. Distribution of Agreement.

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

9. Effective Date.

The effective date of this Agreement shall be July 1, 2023.

[SIGNATURES ON NEXT PAGE]


**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SUISUN CITY AND THE SUISUN CITY
MANAGEMENT AND PROFESSIONAL EMPLOYEES' ASSOCIATION
JULY 1, 2023 THROUGH JUNE 30, 2025**

CITY OF SUISUN CITY REPRESENTATIVES:



Gregory Folsom, City Manager

Christina Penland HR Administrator

Kris Lofthus, Deputy City Manager

Colin Tanner, Deputy City Attorney

Approved as to form
Aleshire & Wynder, LLP



Elena Q. Gerli, City Attorney

SCMPEA REPRESENTATIVES:



Mary LaPlante, Managing Labor Representative
City Employee Associates

Digitally signed by Daniel
Healy
Date: 2023.07.03
10:43:01 -07'00'

Dan Healy, SCMPEA President

Digitally signed by John
Kearns
Date: 2023.06.28
16:44:35 -07'00'

John Kearns, SCMPEA Vice President

Digitally signed by Amber
Kent
Date: 2023.07.03
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Amber Kent, SCMPEA Secretary

