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WHEREAS, on March 5, 2019, the City Council of the City of Suisun City adopted Resolution No. 2019-22, approving the Schedule of Salary and Benefits for Executive Management and Confidential Employees (the Plan); and

WHEREAS, on November 24, 2020, the City Council adopted Resolution No. 2020-144, providing several new provisions and clean up items no longer relevant; and

WHEREAS, on July 20, 2021, the City Council adopted Resolution No. 2021-69, approving the Amended and Restated Schedule of Benefits for Unrepresented Employees clarifying classifications designated as “at-will” to be unrepresented, and approving various other changes; and

WHEREAS, the Schedule of Benefits for Unrepresented Employees may be adjusted at any time by the City Council; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City, California, does hereby resolve as follows:

Section 2. The “Amended and Restated Schedule of Benefits for Unrepresented Employees,” a copy of which is attached hereto and incorporated herein, is accepted, approved and adopted.


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Section 3. Effective Date. This Resolution is effective May 12, 2023.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 2nd day of May 2023, by the following vote:

AYES:	Councilmembers:	<u>Dawson, Osum, Pal, Washington, Mayor Hernandez</u>
NOES:	Councilmembers:	<u>None</u>
ABSENT:	Councilmembers:	<u>None</u>
ABSTAIN:	Councilmembers:	<u>None</u>

WITNESS my hand and the seal of said City this 2nd day of May 2023.



Anita Skinner
City Clerk

Exhibit A: Amended and Restated Schedule of Benefits for Unrepresented Employees

**CITY OF SUISUN CITY
AMENDED AND RESTATED
SCHEDULE OF BENEFITS FOR
UNREPRESENTED EMPLOYEES
EFFECTIVE May 12, 2023
Adopted by Resolution No. 2023-44**

ARTICLE I

INTRODUCTION

Section 01. **AFFECTED EMPLOYEES.** This Schedule of Benefits for Unrepresented Employees (the "Unrepresented Employee Benefit Schedule") shall be in force and effect for the following classifications of unrepresented employees with the City of Suisun City ("City"), hereinafter referred to as the "Affected Employee(s)," and is also subject to any express employment contracts entered into and signed by the City and the Affected Employees with the employment contract taking precedence over this Unrepresented Employee Benefit Schedule:

Department Heads

Development Services Director
Finance Director
Fire Chief
Police Chief
Public Works Director / City Engineer
Recreation, Parks, & Marina Director

Non-Department Heads

Human Resources Administrator
Fire Battalion Chiefs

Section 02. **EMPLOYMENT STATUS.** All Affected Employees, except the Fire Battalion Chiefs, are deemed to be "at-will" employees serving solely at the pleasure of the City Manager and are subject to dismissal without notice and without cause whatsoever; and without any right of due process hearing, including any so-called "Skelly" pre-disciplinary notice and response or post-termination appeal hearing. Cause shall be defined as malfeasance, misfeasance, misconduct, unethical conduct, illegal conduct, insubordination or any other conduct that the City Council, in its sole discretion, deems to reflect poorly on the City, its employees, or its services. In the event of such voluntary or involuntary termination, the sole and entire right of any Affected Employee shall be to receive compensation, if any, which vested prior to the date of the termination. This provision does not waive any public safety statutory rights afforded to the Police Chief, Fire Chief and/or Fire Battalion Chiefs.

Section 03. **NON-DEPARTMENT HEADS.** Non-Department Heads, except the Fire Battalion Chiefs, shall receive the benefits afforded to the Management Classes assigned to the Suisun City Management & Professional Employees' Association (SCMPEA) Memorandum of Understanding (MOU), as amended from time to time, even if expired. Non-Department Head salaries shall be governed by the separate City-wide Salary Resolution, covering all City employees. Accordingly, with limited exception, the rest of the Articles herein, shall not govern Non-Department Head classifications.

Section 04. **FUTURE ADDITIONAL CLASSIFICATIONS.** This Benefit Schedule shall include future additional classifications determined under applicable City Resolution to be “at-will” within the categories of Unrepresented Department Head or Unrepresented Non-Department Head.

Section 05. **FIRE BATTALION CHIEFS.** Fire Battalion Chiefs are not at-will employees and are FLSA non-exempt. This classification shall receive the same benefits afforded to the Fire Captains, represented by the Suisun City Fire Professionals Association, (SCFPA, IAFF 1186), provided under the Suisun City Professional Firefighters’ Association (SCPFA) Memorandum of Understanding (MOU) 2022-23, as amended from time to time, even if expired, including uniform allowance at \$1300 annually, which will be paid on the regular paychecks on a pro-rata basis, equally divided across each of the twenty-six (26) pay periods/paychecks.

ARTICLE II **SALARY**

Section 01. **SALARY SCHEDULE SYSTEM.** The City maintains a separate City-wide Salary Resolution, for all City employees, including Affected Employees who are now employed, or will in the future be employed, in any of the designated positions of employment set forth in Article I, Section 01 above. The compensation of all Affected Employees shall be determined on a merit basis and Affected Employees will be paid in accordance with the range of pay identified by position in the separate salary schedule resolution or by written contract signed by the City and the Affected Employee.

Section 02.

A. ADDITIONAL PAY.

1. Miscellaneous. Effective the payroll period after City Council adoption of Resolution No. 2021-69, the City will provide a \$2.00 per hour non-pensionable additional pay on top of the base pay rate for all Affected Employees miscellaneous job classes up through and until May 11, 2023.
2. Police and Fire. Effective the payroll period after City Council adoption of Resolution No. 2021-69, the City will provide a \$6.00 per hour non-pensionable additional pay on top of the base pay rate for all Affected Employee safety job classes up through and until May 11, 2023.
3. Regular salary and other pay will be made on a bi-weekly basis.
4. The previously provided Critical Staffing Retention and Recruiting Pay sunset/expired June 30, 2021.

B. Base Wage Increase. Effective May 12, 2023, base hourly wages will be adjusted as follows:

1. Miscellaneous. Base hourly wage increases of \$2 per hour to the wage range and to the employee's position within that range for all unrepresented miscellaneous job classes.
2. Police and Fire. Base hourly wage increases of \$6 per hour to the wage range and to the employee's position within that range for all unrepresented safety job classes.

Section 03. **LEVEL OF COMPENSATION.** The compensation of all Affected Employees shall be determined on a merit basis, and said employees shall initially be placed, at time of appointment by the City Manager, at a pay step within the applicable pay ranges as established in the City's salary resolution.

Section 04. **ADVANCEMENT WITHIN SCHEDULE FOR DEPARTMENT HEADS.** Department Heads shall be considered for advancement within the steps of the City's Salary Schedule resolution at the discretion of the City Manager. The City Manager shall evaluate all Employees on an annual basis as determined by the initial hire date. If it is determined that an Employee is eligible for an advancement, the effective date of the advancement shall be the first payroll period following the City Manager's approval unless otherwise specified by the City Manager. Advancements within the salary range may be granted, based on merit, if an Employee demonstrates exceptional ability and proficiency in the performance of the employee's duties as determined by the City Manager.

Section 05. **WORK SCHEDULES.** The traditional work schedule is a 40.0-hour workweek consisting of five (5) consecutive 8.0 hour days in a seven-day period (hereinafter "5/40"), beginning at 12:00 am on Friday through 11:59 on the following Thursday. All other work schedules shall be considered Alternative Work Schedules.

Section 06. **ALTERNATIVE WORK SCHEDULES.** Nine workdays totaling 80 hours during a fourteen-day period beginning at 12:00 am on Friday through 11:59 pm on the following Thursday (hereinafter "9/80"), or any other configuration approved by the City Manager.

Section 07. **FLSA EXEMPT STATUS.** The City designates the Affected Employees as exempt from overtime for purposes of the Fair Labor Standards Act ("FLSA") with the exception of Fire Battalion Chiefs. The City shall comply with all applicable state and federal standards, regulations and laws relative to its designations of these employees as exempt for FLSA purposes.

ARTICLE III **OTHER COMPENSATION**

Section 01. **ACTING CITY MANAGER PAY.** If assigned as Acting City Manager for a duration that exceeds seven (7) business days, the Affected Employee shall receive Acting Pay of ten percent (10%) of base pay. This compensation is non-pensionable compensation.

Section 02. **DEPUTY CITY MANAGER ASSIGNMENT & PAY.** This is a two (2) year pilot program which can be paused or eliminated by City Council at any time. The City Manager, with the concurrence of the City Council in closed session consistent with current Department Head

appointment procedures, may assign at their discretion a Department Head designee who is covered by the City's Unrepresented Resolution to serve as Deputy City Manager over non-public safety services. Assignees will have up to a two (2) year assignment that can be revoked by the City Manager, with the concurrence of City Council in closed session, at any time. The assignment ending date must be specified upon the assignment and may be extended for longer than two (2) years only if the pilot program is also extended. Assignees will be required to continue to maintain a high level of job performance in their existing position and have capacity to take on this additional assignment. The pilot program shall be reviewed by City Council every six (6) months. If assigned as Deputy City Manager for a duration that exceeds seven (7) business days, the assigned Department Head shall receive Acting Pay of fifteen percent (15%) of base pay, which shall not be pensionable compensation.

Section 03. 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 shift, the Fire Chief 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. The Fire Chief when assigned to serve as Duty Chief shall receive additional 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 (8:30 p.m. to 8:29 a.m.); this additional pay will be limited to no more than fifteen (15) shifts per month. If operationally necessary, the City Manager may authorize additional shifts that must be requested and approved in writing. It is expected that such assignment would be made on 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. Employees must be scheduled for Fire Duty Chief Standby in such a manner as to ensure at least one-consecutive day 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 one Fire Duty Chief per shift based on staffing, budget, and operational discretion as they see fit, but shall not assign themselves any greater participation than assigned to any single Fire Division Chief to the maximum extent possible and/or mutually agreed upon allotment between the Chief Officers.

Section 04. ADVANCED EDUCATION COMPENSATION. Department Heads that have an advanced degree (master's degree, doctorate, etc.) that complements their job duties and descriptions or provides benefit to the City, and exceeds the job description or classification specification requirement, will be given a 3% increased base salary compensation adjustment. This incentive is limited to a maximum of 3% regardless of the number of degrees exceeding the job requirement. An advanced degree required for the position is not eligible for the incentive. This compensation must be approved by the City Manager.

Section 05. AUTOMOBILE ALLOWANCE. Department Heads shall receive three hundred dollars (\$300) per month in automobile allowance or a take home City vehicle, as determined by the City Manager. All uses of City vehicles shall be per the City vehicle use policy.

Section 06. **TECHNOLOGY/CELL PHONE EQUIPMENT.** Subject to the written approval of the City Manager, the City shall provide Affected Employees with a City purchased and maintained cell phone, tablet, lap-top, personal computer, printer, remote access from home computer and all other related technology needed to successfully undertake their position, provided such equipment is available for use and/or has been budgeted for.

Section 07. **CONFIDENTIAL EMPLOYEE PROGRAM TERMINATION.** Currently, the Recreation, Parks, and Marina Director, hired prior to July 30, 2019, receives a 3% pay Confidential Pay Differential which is added to the employee's base pay. No other Executive Management classifications are eligible for this pay and the Confidential Pay Program will end with the departure of the current incumbent Recreation, Parks, and Marina Director.

ARTICLE IV **EDUCATION REIMBURSEMENT FOR DEPARTMENT HEADS ONLY**

This Article IV shall apply to Department Head employees only.

Section 01. **LIMITATIONS ON EDUCATION REIMBURSEMENT.** Upon approval of the City Manager, the City shall reimburse Department Head costs for further education such as tuition, registration fees, and books, subject to the limits set forth in this Article. Other fees such as mileage, activity cards and other optional fees and lab fees shall not be reimbursed. The following rules shall apply for education reimbursement:

- A. Courses, degrees and certifications must relate to the Employee's position or be directly related to the employee's potential professional development with the City.
- B. Pre-approval by the City Manager is required in advance of registering any the course of instruction.
- C. Course work taken only at institutions accredited by nationally recognized accrediting agencies that the federal Secretary of Education has determined to be reliable authorities as to the quality of such education or training offered shall be considered for reimbursement. Correspondence courses shall not be eligible. Reimbursement for course work taken at a non-accredited institution shall be subject to the sole discretion of the City Manager.
- D. Employees shall only receive education reimbursement if they satisfactorily complete the approved course with a "pass" or grade of "C" or better.
- E. In the event an Employee receives assistance under federal or state government legislation or other student aid program for education charges for an approved course, only the difference, if any, between such assistance and the education charges an employee actually incurs, shall be eligible for reimbursement under this program.
- F. Upon completion of each course, an Employee shall be responsible for reporting grades received to the Personnel Department for recording purposes and for supplying a copy of the grade receipt for the employee's personnel file.

Section 02. Reimbursement for books and registration fees shall be paid upon proof of payment by the Employee. Tuition costs shall be reimbursed following completion of the course and submittal of proof for the successful completion of the course as required by this Article. If the City requires the employee to withdraw from the course, the City shall reimburse the employee for the full cost of tuition. All payments shall be made as part of the regular City warrant.

Section 03. Failure on the part of an Employee to provide any information required to determine eligibility for reimbursement, or providing false information for reimbursement requests, shall result in the employee being ineligible for any future tuition reimbursements, and may result in disciplinary action up to and including termination of employment.

Section 04. In no case shall the total amount of education reimbursement for individual courses provided to an Employee in a given fiscal year exceed one thousand five hundred dollars (\$1,500). If an Employee leaves City service within two (2) 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, which may be withheld from the Employee's final pay check per agreement by the Employee.

ARTICLE V

RETIREMENT BENEFITS

Section 01. The California Public Employees' Pension Reform Act OF 2013 (PEPRA) took effect January 1, 2013. PEPRA outlines the definition of Classic and New Members and specifies requirements specific to these classes of members. Eligibility as a Classic or New Member is also governed by the Public Employees' Retirement Law (PERL), and eligibility determinations are made solely by California Public Employees' Retirement System (CalPERS).

Section 02. Classic Miscellaneous Employee Retirement Benefits. Except as otherwise provided in this Article, the City provides the 2.0 percent at 55 CalPERS Retirement Plan, with One-Year Final Compensation, including the 1959 Survivor's Benefit Level 3, for Classic Miscellaneous Employees. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS. As soon as practicable and approved by CalPERS, all Miscellaneous Affected Employees 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 employees governed by PEPRA.

Section 03. Classic Safety Fire Employee Retirement Benefits. Except as otherwise provided in this Article, the City provides the 2.0 percent at 55 CalPERS Retirement Plan, with One-Year Final Compensation, including the 1959 Survivor's Benefit Level 3, for Classic Safety Fire Affected Employees. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS. As soon as practicable and approved by CalPERS, all Fire Safety Affected Employees 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 employees governed by PEPRA.

Section 04. Classic Safety Police Employee Retirement Benefits. Except as otherwise provided in this Article, the City provides the CalPERS 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, for Classic Safety Police Affected Employees. The Credit for Unused Sick Leave will be reduced by the number of hours converted to cash pursuant to Section 5 of Article IX. The following provisions apply to Affected Employees receiving Safety Police benefits:

- A. The City shall continue to provide Level 4, Survivor Benefits through CalPERS.
- B. 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 Affected Employee's contribution paid by the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.
- D. As soon as practicable and approved by CalPERS, all Safety Police Affected Employees 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 employees governed by PEPRA.

Section 05. PEPRA New Miscellaneous Employee Retirement Benefits. The City provides the 2.0% at 62 CalPERS Plan for New Member 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 Employer Paid Member Contribution (EPMC) is available for New Members. Should any provision in this Article be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

Section 06. PEPRA New Safety Fire Employee Retirement Benefits. The City provides the 2.0% at 57 CalPERS PEPRA Plan for New Member 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 for New Members. Should any provision in this Article be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

Section 07. PEPRA New Safety Police Employee Retirement Benefits. The City provides the 2.7% at 57 CalPERS Plan for PEPRA New Member 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 for New Members. Should any provision in this Article be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

Section 08. Sick Leave Conversion. The City provides Credit for Unused Sick Leave pursuant to Government Code Section 20965.

ARTICLE VI **VACATION LEAVE FOR DEPARTMENT HEADS ONLY**

This Article VI shall apply to Department Head employees only.

Section 01. **VACATION ACCRUAL.** Department Head 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 (5) years of service. Employees shall earn and be credited with Vacation Leave at the rate of 120.0 hours per year.
- B. Commencing with the Sixth (6th) Year. Employees shall earn and be credited with Vacation Leave at the rate of 160.0 hours per year.
- C. Commencing with the Eleventh (11th) Year. Employees shall earn and be credited with an additional 8 hours per additional year of service until reaching a maximum of 200.0 hours per year after fifteen (15) years of service.

Section 02. **MAXIMUM ACCUMULATION.** Department Heads with fifteen (15) or fewer years of service with the City may accumulate up to a maximum of two hundred eighty (280) hours of Vacation Leave. Employees with over fifteen (15) years of service with the City may accumulate up to a maximum of three hundred twenty (320) 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 ceasing the accrual of Vacation Leave upon reaching maximum accumulation and continuing until the balance is reduced by forty (40) hours.

Section 03. **HOLIDAY DURING VACATION.** An ~~Affected~~ Employee is not charged Vacation Leave for a Holiday occurring during their Vacation Leave.

Section 04. **UTILIZATION OF VACATION LEAVE.** Utilization of Vacation Leave shall be scheduled through the City Manager, who shall, in their sole discretion, determine when and whether to permit such leave. In making a determination when and whether to permit utilization of Vacation Leave, the City Manager may consider such factors as the preferences of the Employee, the availability of staff to assume the duties of the employee, the impact of the leave on overall City service or pending projects, and the overall staffing and other needs of the City.

Section 05. **CONVERSION OF UNUSED VACATION LEAVE TO CASH.** Department Heads are allowed to cash-out of 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 year, that includes written verification of each employee's current Vacation Leave balance. To be entitled to cash-out Vacation Leave, Employees must make an irrevocable request for the upcoming calendar year to cash-out Vacation Leave by filling out and signing the form provided by the Finance Department. The form must be submitted to the Finance Department by the date provided on the form and in no event later than December 31st of each year for cash-out in January of the following year. Moreover, no request for conversion shall be granted unless first approved by the City Manager.

Section 06. **VACATION LEAVE PAYMENT AT SEPARATION.** Department Heads who voluntarily or involuntarily separate from employment with the City shall be paid in a lump sum for all accrued Vacation Leave earned to the effective date of the separation, up to the maximum prescribed in this Article. Payment shall be at the same hourly rate of pay as was authorized for the Employee at the effective date of termination.

ARTICLE VII **HOLIDAYS**

Section 01. **HOLIDAY DATES.** All Affected Employees shall have the same legal holidays and the same schedule of holidays as are afforded mid-management employees, either by City's past practice or as presently listed in the current memorandum of understanding governing those employees.

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 review and are not automatically provided to Affected Employees.

Section 02. **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 Affected Employees to take advantage of their Holiday Leave, a maximum of one hundred (100) hours is allowed to accrue in Holiday Leave balance. Employees may not cash-out Holiday Leave except upon leaving City service. If an Employee is at the accrual limit, they must request to take Holiday Leave off. If a written request to do so is disapproved, then the accrual limit shall be increased by the City Manager. Failure to request time off would result in ceasing the accrual of Holiday Leave upon reaching maximum accumulation and continuing until the balance is reduced by 20 hours.

ARTICLE VIII **OTHER LEAVES**

Section 01. **FAMILY OR MEDICAL LEAVE.** Rules regarding Family or Medical Leave are set forth in Section 10.2 of the Personnel Rules.

Section 02. **PREGNANCY DISABILITY LEAVE.** Rules regarding Pregnancy Disability Leave are set forth in Section 10.3 of the Personnel Rules.

Section 03. **LEAVE OF ABSENCE DUE TO INJURY INCURRED WHILE ON DUTY.**

- A. The City shall comply with applicable federal and state laws governing work-related injuries, leaves and compensation.
- B. Employees shall bring health and/or safety problems in the workplace to the attention of their supervisor as soon as possible.
- C. The City shall coordinate accrued Sick Leave with Workers' Compensation benefits.
- D. 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.

Section 04. **BEREAVEMENT/COMPASSIONATE LEAVE.** Rules regarding Bereavement/Compassionate Leave are set forth in Section 10.5 of the Personnel Rules.

Section 05. **CATASTROPHIC LEAVE-SHARING PROGRAM.** Rules regarding the Catastrophic Leave-Sharing Program are set forth in Administrative Directive – AD 10.

Section 06. **JURY DUTY.** Rules regarding Jury Duty are set forth in Section 10.6 of the Personnel Rules.

Section 07. **MILITARY LEAVE.** Rules regarding Military Leave are set forth in Section 10.7 of the Personnel Rules.

Section 08. **EXECUTIVE LEAVE FOR DEPARTMENT HEADS.** Department Heads shall be granted one hundred twenty (120) hours of Executive Leave with pay each fiscal year (July 1 to June 30). Sixty (60) hours of Executive Leave will be allocated on a semi-annual basis on the following dates: January 1st and July 1st. Employees hired during the fiscal year period shall have Executive Leave credited as a pro-rated amount pursuant to AD 7, Section 8.5. Department Heads may accumulate up to a maximum of one hundred sixty (160) hours of Executive Leave, wherein upon reaching maximum accumulation such accrual shall cease until the balance falls below the establish maximum accumulation.

Section 09. **EXECUTIVE LEAVE CASH-OUT FOR DEPARTMENT HEADS.** Department Heads are allowed to request cash-out of a maximum of forty (40) hours in January of each year. The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each Employee's current Executive Leave balance. To be entitled to cash-out Executive Leave, Employees must make an irrevocable request for the upcoming calendar year to cash-out Executive Leave by filling out and signing the form provided by the Finance Department. The form must be submitted to the Finance Department by the date provided on the form, and in no event later than December 31st of each year for cash-out in January of the following year. Moreover, no request for cash-out shall be granted unless first approved by the City Manager. City Manager may consider cash-out of additional unused leave accruals in extreme or emergency situations, but only following the same request procedure.

ARTICLE IX **SICK LEAVE**

Section 01. **SICK LEAVE.** Rules regarding Sick Leave are set forth in Section 10.1 of the Personnel Rules.

ARTICLE X **MEDICAL & DENTAL INSURANCE**

Section 01. **CORE FLEX PLAN.** The City will contribute the following Core Flex Plan amounts toward the monthly premium cost based on the 2021 Kaiser Permanente Region 1 Premium:

<u>Time Period</u>	<u>Employee</u>	<u>Employee + One</u>	<u>Employee + Family</u>
Effective 7/1/21	\$813.64	\$1,627.28	\$2,115.46

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

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

Section 02. **FLEXIBLE BENEFIT OPTIONS.** The City shall 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 Premiums, Flexible Spending Accounts, and

Taxable Cash Option. An Affected Employee must choose the Flexible Benefit Options during the Open Enrollment Period established in the Suisun City Flexible Benefits Plan.

Section 03. **RESTRICTIONS.** An Affected 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.

Section 04. **MEDICAL INSURANCE BENEFITS AFTER DEATH IN THE LINE OF DUTY.** Should the Police Chief or Fire Chief lose their life in the line of duty, the City shall continue to pay medical insurance payments as outlined above for the Employee's immediate dependent family. Said payments will continue for a period of up to two (2) years, provided the City's medical insurance plan allows for such continued participation. The surviving dependent family member(s) may remain on the City's medical plan at the City's cost after the two (2) years has elapsed, provided that the medical plan allows for such continued participation.

Section 05. **SICK LEAVE CONVERSION TO FUND MEDICAL PREMIUMS.** Upon normal retirement from the City, Affected Employees may convert twenty-five (25) percent of their Sick Leave balance to a cash equivalent and use it to fund medical premiums. This conversion will be deducted from the amount reported for CalPERS credit in Article IV.

ARTICLE XI **WORKERS' COMPENSATION COVERAGE**

Section 01. The City shall provide Workers' Compensation Insurance coverage (hereinafter "Workers' Comp") for all Affected Employees through its self-insured program.

ARTICLE XII **STATE DISABILITY INSURANCE COVERAGE**

Section 01. **STATE DISABILITY INSURANCE.** The City shall participate in the State Disability Insurance Program (hereinafter "SDI").

Section 02. **PAYMENT OF SDI PREMIUMS.** SDI premiums shall be paid in full by the City on behalf of all participating Affected Employees.

ARTICLE XIII **LIFE INSURANCE AND DEFERRED COMPENSATION FOR DEPARTMENT HEADS**

Section 01. **LIFE INSURANCE.** The City shall provide a \$200,000 term and accidental death and dismemberment insurance policy for each Employee. The face value of the policy will begin reducing at age 65, per the policy's schedule of benefits.

Section 02. **DEFERRED COMPENSATION PLAN.** The City shall provide a Deferred Compensation Plan as an optional benefit to Employees. The City will match the Department Head

contribution up to 3.5% per pay period. The City's match will be contributed to participating Employees on a per pay-period basis.

ARTICLE XIV
HEADS

UNIFORMS AND UNIFORM ALLOWANCES FOR PUBLIC SAFETY DEPARTMENT

This Article XIV shall apply to Public Safety Department Heads only.

Section 01. **UNIFORM ALLOWANCES.** The City shall annually pay Affected Employees required to wear uniforms in the performance of their duties a Uniform Allowance as follows:

Police Chief:	\$1,300 annually
Fire Chief:	\$1,300 annually

Section 02. Uniform allowance will be paid on the regular paychecks on a pro-rata basis, equally divided across each of the twenty-six (26) pay periods/paychecks.

ARTICLE XV **SEVERANCE**

Section 01. The City shall provide a Non-Public Safety Affected Employee who is at-will and who is terminated for any reason, other than For Cause, an amount equivalent to three (3) months of pay at the employee's then-current rate of pay plus an amount equivalent to three (3) months of COBRA insurance coverage (combined "Severance"), in consideration for and contingent upon the employee's execution of a general release agreement approved in form by the City Attorney. The City shall give a Public Safety Affected Employee who is at-will and who is terminated for any reason, other than For Cause, an amount equivalent to four (4) months of pay at the employee's then-current rate of pay plus an amount equivalent to four (4) months of COBRA insurance coverage (combined "Severance"), in consideration for and contingent upon the employee's execution of a general release agreement approved in form by the City Attorney and which includes a waiver of any Public Safety statutory rights. "For Cause" includes, but is not limited to malfeasance, misfeasance, misconduct, unethical conduct, illegal conduct, insubordination or any other conduct that is deemed to reflect poorly on the City, its employees, or its services.

ARTICLE XVI **ELECTIONS**

Section 01. In no event will the terms of this Unrepresented Employee Benefit Schedule or its adoptive resolution be changed or terminated within ninety (90) days before or after any municipal election for the selection or recall of one or more of the members of the City Council.

END