

CITY COUNCIL
Lori Wilson, Mayor
Alma Hernandez, Mayor Pro-Tem
Jane Day
Michael J. Hudson
Wanda Williams



CITY COUNCIL MEETING

First and Third Tuesday
Every Month

A G E N D A

**SPECIAL MEETING OF THE SUISUN CITY COUNCIL,
SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,
AND HOUSING AUTHORITY
TUESDAY, AUGUST 17, 2021
5:00 P.M.**

SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

NOTICE

Pursuant to Government Code Section 54953, Subdivision (b), and Executive Order released on March 12, 2020, the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by: Council/Board Members Jane Day, Michael Hudson, Wanda Williams, Mayor Pro Tem Alma Hernandez, and Mayor Lori Wilson. Teleconference locations are on file at City Hall, 701 Civic Center Blvd., Suisun City, CA 94585.

PER CITY POLICY, MEMBERS OF THE PUBLIC ARE REQUIRED TO WEAR FACE MASKS WHILE IN CITY FACILITIES IF NOT FULLY VACINATED. IF YOU DO NOT HAVE A FACE MASK, ONE WILL BE PROVIDED FOR YOU.

THE CITY COUNCIL HAS RESUMED IN-PERSON MEETINGS IN ADDITION TO ZOOM. A LIMITED NUMBER OF SEATS ARE AVAILABLE, TO RESERVE A SEAT PLEASE CONTACT THE CITY CLERK AT clerk@suisun.com OR 707 421-7302.

ZOOM MEETING INFORMATION:

WEBSITE: <https://zoom.us/join>

MEETING ID: 957 5545 5936

CALL IN PHONE NUMBER: (707) 438-1720

*TO VIEW TONIGHT'S MEETING ON SUISUN WEBSITE, LIVESTREAM
(URL: <https://www.suisun.com/government/meeting-video/>)*

*REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING
BY EMAILING CLERK@SUISUN.COM (PRIOR TO 4pm) OR
VIA WEBSITE OR PHONE APPLICATION, ZOOM*

*(If attending the meeting via phone press *9 to raise your hand and *6 to unmute/mute for public comment.)*

ROLL CALL

Council/Board Members

01107.0001/728787.2

DEPARTMENTS: AREA CODE (707)

ADMINISTRATION 421-7300 ■ PLANNING 421-7335 ■ BUILDING 421-7310 ■ FINANCE 421-7320
FIRE 425-9133 ■ RECREATION & COMMUNITY SERVICES 421-7200 ■ POLICE 421-7373 ■ PUBLIC WORKS 421-7340
SUCCESSOR AGENCY 421-7309 FAX 421-7366

CONFLICT OF INTEREST NOTIFICATION

(Any items on this agenda that might be a conflict of interest to any Councilmembers/Boardmembers should be identified at this time.)

PUBLIC COMMENT

(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the public comment period, although informational answers to questions may be given and matters may be referred for placement on a future agenda.)

CLOSED SESSION

Pursuant to California Government Code Section 54950 the Suisun City Council/Suisun City Council Acting as Successor Agency/Housing Authority.

will hold a Closed Session for the purpose of:

City Council**1. CONFERENCE WITH LABOR NEGOTIATOR**

Pursuant to Government Code Section 54957.6

Agency negotiator: City Manager

Employee organizations:

Unrepresented Employees;

SCEA (Suisun City Employees' Association);

SCMPEA (Suisun City Management and Professional Employees' Association);

SCPOA (Suisun City Police Officers Association).

City Council/ Suisun City Council Acting as Successor Agency /Housing Authority**2. PERSONNEL MATTERS**

Pursuant to California Government Code Section 54957(b)(1) et seq. the Suisun City Council/Successor Agency/Housing Authority will hold a Closed Session for the purpose of Public Employee Performance Evaluation: City Attorney.

CONVENE OPEN SESSION

Announcement of Actions Taken, if any, in Closed Session.

ADJOURNMENT

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 - Joe Nelson Center, 611 Village Drive, Suisun City, CA;
 - Harbor Master Office, 800 Kellogg Street, Suisun City, CA.

I, Donna Pock, Deputy City Clerk for the City of Suisun City, declare under penalty of perjury that the above agenda for the meeting of August 17, 2021 was posted and available for review, in compliance with the Brown Act.

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Alma Hernandez, Mayor Pro-Tem
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First and Third Tuesday
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A G E N D A

REGULAR MEETING OF THE SUISUN CITY COUNCIL

**SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,**

AND HOUSING AUTHORITY

TUESDAY, AUGUST 17, 2021

6:30 P.M.

SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

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(Next Ord. No. – 787)

(Next City Council Res. No. 2021 – 78)

Next Suisun City Council Acting as Successor Agency Res. No. SA2021 - 02)

(Next Housing Authority Res. No. HA2021 – 02)

DEPARTMENTS: AREA CODE (707)

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SUCCESSOR AGENCY 421-7309 FAX 421-7366

ROLL CALL

Council / Board Members

Pledge of Allegiance

Invocation

CONFLICT OF INTEREST NOTIFICATION

(Any items on this agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)

REPORTS: (Informational items only)

1. City Manager/Executive Director/Staff

PRESENTATION/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

City Council

2. Mayoral Appointment of Planning Commissioners – (Wilson: lwilson@suisun.com).
3. City Council Appointments to the Community Advisory Committees – (Wilson: lwilson@suisun.com).

CONSENT CALENDAR

Consent calendar items requiring little or no discussion may be acted upon with one motion.

City Council

4. Council Adoption of Resolution No. 2021-__: Approving a Good Neighbor Policy for Entitlements and Development Projects – (Kearns: jkearns@suisun.com).
5. Council Adoption of Resolution No. 2021-__: Amending the Management Analyst Classification to Create a Management Analyst I/II Flexibly Staffed Classification Series - (Penland: cpenland@suisun.com).
6. Council Adoption of Resolution No. 2021-__: Abolishing the Administrative Assistant I and Administrative Assistant II Classifications and Establishing the Administrative Assistant I/II Flexibly Staffed Classification Series – (Penland: cpenland@suisun.com).
7. Council Adoption of Resolutions Approving Labor Memorandum of Understandings – (Penland: cpenland@suisun.com).
 - a. Council Resolution No. 2021-__: Approving the Memorandums of Understanding for Suisun City Management and Professional Employees' Association (SCMPEA) and Authorizing the City Manager to Administer it on Behalf of the City.
 - b. Council Resolution No. 2021-__: Approving the Memorandum of Understanding for Suisun City Employees' Association (SCEA) and Authorizing the City Manager to Administer it on Behalf of the City.
 - c. Council Resolution No. 2021-__: Approving the Memorandum of Understanding for Suisun City Police Officers' Association (SCPOA) and Authorizing the City Manager to Administer it on Behalf of the City.
 - d. Council Resolution No. 2021-__: Approving the Amended City of Suisun City Salary Schedule.

8. Council Adoption of Resolution No. 2021-____: Authorizing the Director of Recreation, Parks, and Marina Department (RPM) to accept grant funds from First 5 Solano's Annual Grant Program – (Lofthus: klofthus@suisun.com).
9. Council Adoption of Resolution No. 2021-____: Authorizing the City Manager to Execute a Contract Amendment on the City's Behalf with Coastland Civil Engineering to Provide City Engineer Services – (Lozano: nlozano@suisun.com).

Joint City Council / Suisun City Council Acting as Successor Agency/Housing Authority

10. Council/Agency/Authority Accept the Investment Report for the Quarter Ending June 30, 2021 – (Deol: ideol@suisun.com).
11. Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on May 18, 2021, May 25, 2021, June 1, 2021, June 8, 2021 and June 22, 2021 – (Skinner: askinner@suisun.com).

Joint City Council / Suisun City Council Acting as Successor Agency

12. Council/Agency Approval of June 2021 Payroll Warrants in the Amount of \$418,994.06, and Council/Agency Approval of the June 2021 Accounts Payable Warrants in the Amount of \$906,958.01 – (Finance).
13. Council/Agency Approval of July 2021 Payroll Warrants in the Amount of \$695,491.31 and Council/Agency Approval of the July 2021 Accounts Payable Warrants in the Amount of \$2,975,783.68 – (Finance).

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PUBLIC HEARING

14. Council Introduction and Waive Reading of Ordinance No. ____: An Ordinance of the City Council of the City of Suisun City, California, Adding Chapter 13.14 Public Art to Title 13, Public Services to the Suisun City Municipal Code – (Lofthus: klothus@suisun.com).

GENERAL BUSINESS

City Council

15. Council Adoption of Resolution No. 2021-____: A Resolution of the City Council of the City of Suisun City Approving Transportation Development Act Fund Allocations – (Folsom: gfolson@suisun.com).
16. Discussion and Direction: Council Preference for Solano County Board of Supervisors Redistricting – (Folsom: gfolson@suisun.com).
17. Discussion and Direction Regarding Establishment of a Travis Reserve Area in the Suisun City General Plan – (Kearns: jkearns@suisun.com).

REPORTS: (Informational items only)

18. Council Updates

- a. Council/Boardmembers
- b. Mayor

19. Non-Discussion Items

ADJOURNMENT

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I, Donna Pock, Deputy City Clerk for the City of Suisun City, declare under penalty of perjury that the above agenda for the meeting of August 17, 2021 was posted and available for review, in compliance with the Brown Act.

AGENDA TRANSMITTAL

MEETING DATE: August 17, 2021

CITY AGENDA ITEM: Council Adoption of Resolution No. 2021-__: Approving a Good Neighbor Policy for Entitlements and Development Projects.

FISCAL IMPACT: There is no direct fiscal impact to the City as a result of this item.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND: The City Council discussed the item at their July 6 meeting and chose to form an Ad Hoc of Mayor Wilson and Councilmember Williams to provide an edited document for the Planning Commission to reconsider for recommendation to the City Council. At their July 27 meeting, the Planning Commission discussed the revisions to the Good Neighbor Policy and added a few additional recommendations for consideration of the City Council.

STAFF REPORT: During discussion of the agenda item on July 6, the City Council expressed interest in removing vague language from the policy and instead being very clear with what the City's expectations of the policy were. Further, with the assistance of the City Attorney's Office, language has been added relative to housing projects. Staff has included both a "redlined" and "clean" version of the draft policy (Attachment 1 and 2) for the reference of the Planning Commission. Included in these recommended changes are the following:

- **Projects that are very impactful or regional in nature that staff has ability to extend the radius of neighborhood notifications** (Community Meeting Notifications and Guidelines, subsection a.1).
- Project site map with required notification radius, **600-foot or greater**. (Community Meeting Notifications and Guidelines, subsection a.3.2).
- ~~Attendees should be requested to sign in~~ **Attendees shall have the option to sign in** (Community Meeting Notifications and Guidelines, subsection b.2).
- ~~...and be able to respond~~ **and shall respond** (Community Meeting Notifications and Guidelines, subsection b.8).
- "Housing Projects": ~~shall not delay or make infeasible housing~~ **shall not unreasonably delay**.

Once adopted by the City Council, the policy would take effect immediately.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2021-__: Approving a Good Neighbor Policy for Entitlements and Development Projects.

PREPARED BY:

John Kearns, Senior Planner

REVIEWED/APPROVED BY:

Greg Folsom, City Manager

ATTACHMENTS:

1. Council Resolution No. 2021-__: Approving a Good Neighbor Policy for Entitlements and Development Projects.
2. Good Neighbor Policy (Redlined).
3. Good Neighbor Policy (Clean).

RESOLUTION NO. 2021-

**APPROVING A GOOD NEIGHBOR POLICY FOR ENTITLEMENTS AND
DEVELOPMENT PROJECTS.**

WHEREAS, the Planning Commission held a discussion and direction item on April 27, 2021 in which they requested staff return with relevant examples from other jurisdictions at their next meeting; and

WHEREAS, the Planning Commission held a second discussion and direction item on May 11, 2021 in which they discussed three examples provided by staff (Belmont, East Palo Alto, and Santa Cruz) and directed staff to return with a draft policy; and

WHEREAS, the Planning Commission considered the draft Good Neighbor Policy prepared by staff and recommended City Council adoption at their July 27, 2021 regular meeting; and

WHEREAS, the City Council discussed the Good Neighbor Policy at their regular meeting of August 17, 2021 and determined it is an essential part of the entitlement/development process.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Suisun City does hereby adopt Resolution 2021-___; Approving a Good Neighbor Policy for all Entitlements and Development Projects.

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

AYES:	Council Members:	_____
NOES:	Council Members:	_____
ABSENT:	Council Members:	_____
ABSTAIN:	Council Members:	_____

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

Anita Skinner
City Clerk

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GOOD NEIGHBOR POLICY

The City of Suisun City is committed to engaging in meaningful participation of community stakeholders. Input received early in the long-range policy planning and development review processes better enables the City and project applicants to incorporate feedback from community stakeholders suggestions and ideas from the community, ultimately resulting in improved-favorable outcomes for all and a more efficient planning process. Early outreach helps to educate and encourage communication, providing more certainty to developers and our community stakeholders.

The intent of this Policy is to ensure that the community has the opportunity to engage in policy and project development throughout-early in the discretionary review processes, and to inform the community regarding how and when to participate in-throughout the project review.

Preliminary Review Applications

~~For any~~Any person or entity (subject to this policy) who intends to submit an entitlement application or, preliminary review applications (prelim app) are-is strongly encouraged to follow the guidelines of the Good Neighbor Policy. ~~For those projects identified as Major or Complex are subject to the Good Neighbor Policy and required to follow the guidelines herein. and may be required for Major and Complex proposals.~~

During the pre-application process, Development Services Department staff would-will determine if the project is subject to this policy based on the criteria below: ~~applicant is required to hold an outreach meeting prior to submittal of an entitlement application.~~

~~For Major and Complex, projects, applicants who intend to submit a formal application after the preliminary review is complete will generally be strongly encouraged to hold a community meeting once preliminary comments have been received and prior to submitting the formal application.~~

Major Projects

1. New Commercial Construction - Any structure greater than 5,000 square feet.
2. New Residential Construction - Any project proposing ten (10) or more new dwelling units.
3. Existing Non-Residential Structures - An addition of 5,000 square feet or more to an existing structure.
4. Existing Multi-Family Structure - Rehabilitation, alteration, or addition to more than 25 percent of an existing multi-family structure with five (5) or more units.
5. Existing Structure - Any project that would demolish or change the deed status of an affordable housing unit(s).

6. Any project with a Development Agreement.

Complex Projects (Projects that include one or more of the following):

1. Planned Unit Development (PUD) Permit.
2. Zoning Text Amendment.
3. Zoning Change.
4. General Plan Amendment.
5. Projects with Mandatory Mitigated Negative Declarations ~~and~~ or Environmental Impact Reports.
6. Schools.
7. Projects that require Conditional Use Permits, which in the view of staff conflict with Section 18.66.020 or present significant traffic.
8. ABC License new requests or modifications.
9. Adult businesses, as covered by Section 18.48.
10. Cannabis, as covered by Section 18.49.

~~For Major and Complex, projects, applicants~~ A person or entity who intends to submit a formal application after the preliminary review is complete will generally be strongly encouraged to hold at least one community meeting once preliminary comments have been received and prior to submitting the formal application. Development Services may require additional meetings and those will be determined on a case-by-case basis and will be communicated in advance.

Community Meeting Notifications & Guidelines

All ~~Pre-App~~ projects applicants are required to submit a written report as part of their completed application documenting proof of having completed the following during the prelim app process, or a time line for the following so as to provide sufficient time for entitlement consideration as may be required by the City's code or the state statutes:

1. provide Neighborhood notification;
2. and a minimum of one Community meeting;
- 4-3. to discuss the proposed project and to document eCommunity concernsfeedback.

Notice and Meeting Requirements

- (a) Neighborhood Not~~Notification~~ees:

- (1) All property owners and tenants within 600 feet of the project and interested community groups must be notified of the ~~Pre-App~~prelim app by way of a written notice describing the project and inviting them to the Community Meeting, Planning Commission study session, and/or other community meetings to discuss the project. Staff may extend the required notification radius for projects found expected to have regional significance or impacts. Notices must be published as an ad in the local

daily newspaper and 8" x 11.5" notices posted on City bulletin boards, via United States mail, via email (to those who pre-identified), on the city website, and through social media notifications.

(2) The applicant is responsible for posting notification signs on the project site informing the community ~~that a formal~~once the application has been submitted. The sign information will be approved by the Development Services Department in the template provided by the City, and the applicant shall post the notification sign within two weeks of the application submittal. The signage shall be a minimum 11" x 17" size. Larger and/or more signage may be required by the Development Services Department, particularly for vacant lots, ~~M~~major sites~~Projects,~~ and ~~C~~complex P~~projects.~~ This initial on-site notification is in addition to any on-site public hearing notices required by the Suisun City Municipal Code. Applicant shall replace in kind postings, as needed, following notice from Development Services staff.

(3) The applicant is responsible for sending out the meeting notice. ~~Required-The~~ notice shall include:

1. An eEnvelope with clear and bold marking such as "Potential Project in Your Area";

~~1.2.1.~~ Project site map with 600' or greater radius identified;

~~2.3.~~ Project description including potential public nuisances listed in Section 18.66.020 as identified by Development Services Department staff and how the applicant intends to resolve those issues; and

4. -Date, time, and location of the meeting(s);

5. Projected timeline of project;

~~3.6.~~ Opportunity to collect feedback without attending a meeting, ex. email address, online form, mail, etc.;

(4) In addition, the notice must be:

1. Approved by Development Services Department staff;

2. Sent out, published, or posted according to City of Suisun City guidelines, at least 14 days prior to the meeting; and

3. -Mailed by United States Postal Service using a Certificate of Mailing (Form 3788), or another form of registered- mail with proof of mailing provided to staff.

(5) Proof of neighborhood notifications should be properly documented in the report with a full mailing list, and samples of all notifications including pictures of physical postings, social media ad buys, etc.

(b) Community Meeting:

- (1.) The applicant is responsible for arranging the community meeting venue.
- (2.) ~~Attendees should be requested to sign in.~~ Attendees shall have the option to sign-in and have the ability option to mark themselves as resident or non-resident of Suisun City. ~~and provide contact information, if further contact is desired, a section to provide contact information should be included.~~
- (3.) Applicant shall document questions from the community and the responses to the questions.
- ~~(4.)~~ Meetings may occur using a remote platform, otherwise they shall occur at a publicly accessible venue within the City, preferably
- ~~(5.)~~(4.) at the project site or within a one-mile radius of the site.
- ~~(6.)~~(5.) Weeknight meetings shall ~~occur between~~ start no earlier than 6:00 p.m. and no later than 7:00pm-9:00 p.m.
- ~~(7.)~~(6.) Weekend meetings shall start no earlier than ~~occur between~~ 10:00 a.m. and no later than 97:00 p.m.
- ~~(8.)~~(7.) The applicant is responsible for presenting the project to the community. Presentation shall include potential public nuisances as listed in Section 18.66.020 as identified by Development Services Department staff.
- ~~(9.)~~(8.) Applicant shall provide time for public comment to express community concerns and ~~be able to~~ shall respond at the meeting or shortly afterward.
- ~~(10.)~~(9.) The meeting must be recorded and all public comments documented in writing or the applicant will pay (as indicated in the City of Suisun City Master Fee Schedule) Development Services staff to attend and take notes.
- ~~(11.)~~ Development Services Department staff may require additional meetings if additional meetings will be beneficial to the community or if prior meetings are not recorded.

Preliminary Application Letter and Formal Submittal.

- ~~(a) Within 30 days of outreach completion, the Planning Division will send to the applicant a letter summarizing major project concerns, a description of the approval process, other issues noted during internal review, and a fee estimate.~~
- ~~(b) A formal project submittal will be accepted only after the Pre-Appprelim app letter has been issued. The submittal should address the matters discussed in the Pre-Appprelim app letter, as well as comply with all application submittal requirements.~~
- ~~(c) Comments in the letter, excluding the fee estimates, are in effect for one year from the date of the letter.~~
 - ~~(1.) If a formal application is not submitted within one year, a new Pre-Appprelim app will be required before project submittal.~~

- ~~(2.) The requirement for a new Pre-Appprelim app may be waived by the Development Services Director on a case-by-case basis.~~
- ~~(3.) A new Pre Appprelim app may be required by the Development Services Director within the one-year period if it is determined that the formal submittal is significantly different from the Pre-Appprelim app submittal.~~

OTHER TOPICS

Long-Range Planning Projects

Long-range planning projects, including but not limited to development of new specific/area plans, significant updates/amendments to existing specific/area plans, significant Zoning Ordinance Amendments, General Plan Updates, etc., will generally be treated as Complex projects in accordance with the Community Outreach matrix in terms of requiring at least one community meeting. However, many types of long-range planning changes may have their own specific outreach strategies that vary from and typically expand beyond the standard outreach procedures outlined in this policy.

Where proposed long-range planning changes may have significant, citywide implications, the City will do a press release to ~~may choose to~~ publish community meeting dates ~~in the Daily Republic.~~

Housing Projects

This policy shall not unreasonably delay or make infeasible housing development projects as defined in the Housing Accountability Act, Section 65589.5(h)(2).

Community Outreach and State/City Law Consistency

While it is the City's policy to require significant community outreach, ~~a hearing body may act upon an application that does not meet all outreach and notification criteria contained in this policy as long as the project~~ must meets applicable State and City due process laws and the City will ensure their review is consistent with State and City laws.

Additional Outreach

The Development Services Department will maintain a list of interested parties who will be notified by email when environmental documents are available for review and who will be notified at least 14 days in advance of community meetings and public hearings. The ~~D~~development Services Department retains discretion to require mailed notices to a larger radius than ~~that~~ that called for by this policy. Additional outreach methods and efforts may be required above and beyond what is called for in this policy.

Post Entitlement Implementation

There shall be procedures in place that are reasonably calculated to ensure that the quiet, safety and cleanliness of the premises and vicinity are maintained. Such conditions shall include, but are not limited to, the following:

1. Notices shall be prominently displayed from the establishment urging patrons to call or email the establishment if they have any questions, pursuant to the City of Suisun City noticing procedure.
2. The applicant/operator must comply with Sections 8.12 ("Public Nuisances"), 15.04 ("Permits-Uniform Code"), Section 18.30 ("Allowable Use Table") and Section 18.66.020 ("Use Permits") of the Suisun City Municipal Code.
3. The establishment shall implement other conditions and/or management practices necessary to ensure that management and/or patrons of the establishments maintain the quiet, safety and cleanliness of the premises and the vicinity of the use, and ~~do not~~ block driveways of neighboring residents or businesses.
4. The establishment shall provide a ~~cell~~ phone number to all interested neighbors that will be responded to within 4 hours ~~answered during business hours~~ of activity by a manager or other responsible person who has the authority to adjust volume and respond to other complaints whenever needed.
5. In addition, an emergency contact name and number shall be provided to the City to allow for police and emergency personnel or other City personnel to contact that person concerning incidents.

GOOD NEIGHBOR POLICY

The City of Suisun City is committed to engaging in meaningful participation of community stakeholders. Input received early in the long-range policy planning and development review processes better enables the City and project applicants to incorporate feedback from community stakeholders, ultimately resulting in favorable outcomes for all and a more efficient planning process. Early outreach helps to educate and encourage communication, providing more certainty to developers and community stakeholders.

The intent of this Policy is to ensure that the community has the opportunity to engage in policy and project development early in the discretionary review processes, and to inform the community regarding how and when to participate throughout the project review.

Preliminary Review Applications

Any person or entity who intends to submit an entitlement application or preliminary review applications (prelim app) is strongly encouraged to follow the guidelines of the Good Neighbor Policy. Projects identified as Major or Complex are subject to the Good Neighbor Policy and required to follow the guidelines herein.

During the pre-application process, Development Services Department staff will determine if the project is subject to this policy based on the criteria below:

Major Projects

1. New Commercial Construction - Any structure greater than 5,000 square feet.
2. New Residential Construction - Any project proposing ten (10) or more new dwelling units.
3. Existing Non-Residential Structures - An addition of 5,000 square feet or more to an existing structure.
4. Existing Multi-Family Structure - Rehabilitation, alteration, or addition to more than 25 percent of an existing multi-family structure with five (5) or more units.
5. Existing Structure - Any project that would demolish or change the deed status of an affordable housing unit(s).
6. Any project with a Development Agreement.

Complex Projects (Projects that include one or more of the following):

1. Planned Unit Development (PUD) Permit.
2. Zoning Text Amendment.
3. Zoning Change.
4. General Plan Amendment.

5. Projects with Mandatory Mitigated Negative Declarations or Environmental Impact Reports.
6. Schools.
7. Projects that require Conditional Use Permits, which in the view of staff conflict with Section 18.66.020 or present significant traffic.
8. ABC License new requests or modifications.
9. Adult businesses, as covered by Section 18.48.
10. Cannabis, as covered by Section 18.49.

A person or entity who intends to submit a formal application after the preliminary review is complete will hold at least one community meeting once preliminary comments have been received and prior to submitting the formal application. Development Services may require additional meetings and those will be determined on a case-by-case basis and will be communicated in advance.

Community Meeting Notifications & Guidelines

All projects applicants are required to submit a written report as part of their completed application documenting proof of having completed the following during the prelim app process, or a time line for the following so as to provide sufficient time for entitlement consideration as may be required by the City's code or the state statutes:

1. Neighborhood notification;
2. Community meeting;
3. Community feedback.

(a) Neighborhood Notification:

- (1) All property owners and tenants within 600 feet of the project and interested community groups must be notified of the prelim app by way of a written notice describing the project and inviting them to the Community Meeting, Planning Commission study session, and/or other community meetings to discuss the project. Staff may extend the required notification radius for projects found expected to have regional significance or impacts. Notices must be published as an ad in the local daily newspaper and 8" x 11.5" notices posted on City bulletin boards, via United States mail, via email (to those who pre-identified), on the city website, and through social media notifications.
- (2) The applicant is responsible for posting notification signs on the project site informing the community once the application has been submitted. The sign information will be approved by the Development Services Department in the template provided by the City, and the applicant shall post the notification sign within two weeks of the application submittal. The signage shall be a minimum 11" x 17" size. Larger and/or more signage may be required by the Development Services Department, particularly for vacant lots, Major Projects, and Complex Projects. This initial on-site notification is in addition to any on-site public hearing notices required by the Suisun City Municipal Code. Applicant shall replace in kind

postings, as needed, following notice from Development Services staff.

(3) The applicant is responsible for sending out the meeting notice. The notice shall include:

1. An envelope with clear and bold marking such as “Potential Project in Your Area”;
2. Project site map with 600’ or greater radius identified;
3. Project description including potential public nuisances listed in Section 18.66.020 as identified by Development Services Department staff and how the applicant intends to resolve those issues;
4. Date, time, and location of the meeting(s);
5. Projected timeline of project;
6. Opportunity to collect feedback without attending a meeting, ex. email address, online form, mail, etc.

(4) In addition, the notice must be:

1. Approved by Development Services Department staff;
2. Sent out, published, or posted according to City of Suisun City guidelines, at least 14 days prior to the meeting; and
3. Mailed by United States Postal Service using a Certificate of Mailing (Form 3788), or another form of registered mail with proof of mailing provided to staff.

(5) Proof of neighborhood notifications should be properly documented in the report with a full mailing list, and samples of all notifications including pictures of physical postings, social media ad buys, etc.

(b) Community Meeting:

- (1.) The applicant is responsible for arranging the community meeting venue.
- (2.) Attendees shall have the option to sign-in and have the option to mark themselves as resident or non-resident of Suisun City. If further contact is desired, a section to provide contact information should be included.
- (3.) Applicant shall document questions from the community and the responses to the questions.
- (4.) Meetings may occur using a remote platform, otherwise they shall occur at a publicly accessible venue within the City, preferably at the project site or within a one-mile radius of the site.
- (5.) Weeknight meetings shall start no earlier than 6:00 p.m. and no later than 7:00pm.
- (6.) Weekend meetings shall start no earlier than 10:00 a.m. and no later than 7:00 p.m.
- (7.) The applicant is responsible for presenting the project to the community.

Presentation shall include potential public nuisances as listed in Section 18.66.020 as identified by Development Services Department staff.

- (8.) Applicant shall provide time for public comment to express community concerns and shall respond at the meeting or shortly afterward.
- (9.) The meeting must be recorded and all public comments documented in writing or the applicant will pay (as indicated in the City of Suisun City Master Fee Schedule) Development Services staff to attend and take notes.

OTHER TOPICS

Long-Range Planning Projects

Long-range planning projects, including but not limited to development of new specific/area plans, significant updates/amendments to existing specific/area plans, significant Zoning Ordinance Amendments, General Plan Updates, etc., will generally be treated as Complex projects in accordance with the Community Outreach matrix in terms of requiring at least one community meeting. However, many types of long-range planning changes may have their own specific outreach strategies that vary from and typically expand beyond the standard outreach procedures outlined in this policy.

Where proposed long-range planning changes may have significant, citywide implications, the City will do a press release to publish community meeting dates.

Housing Projects

This policy shall not unreasonably delay or make infeasible housing development projects as defined in the Housing Accountability Act, Section 65589.5(h)(2).

Community Outreach and State/City Law Consistency

While it is the City's policy to require significant community outreach, the project must meet applicable State and City due process laws and the City will ensure their review is consistent with State and City laws.

Additional Outreach

The Development Services Department will maintain a list of interested parties who will be notified by email when environmental documents are available for review and who will be notified at least 14 days in advance of community meetings and public hearings. The Development Services Department retains discretion to require mailed notices to a larger radius than called for by this policy. Additional outreach methods and efforts may be required above and beyond what is called for in this policy.

Post Entitlement Implementation

There shall be procedures in place that are reasonably calculated to ensure that the quiet, safety and cleanliness of the premises and vicinity are maintained. Such conditions shall include, but are not limited to, the following:

1. Notices shall be prominently displayed from the establishment urging patrons to call or email the establishment if they have any questions, pursuant to the City of Suisun City noticing procedure.
2. The applicant/operator must comply with Sections 8.12 ("Public Nuisances"), 15.04 ("Permits-Uniform Code"), Section 18.30 ("Allowable Use Table") and Section 18.66.020 ("Use Permits") of the Suisun City Municipal Code.
3. The establishment shall implement other conditions and/or management practices necessary to ensure that management and/or patrons of the establishments maintain the quiet, safety and cleanliness of the premises and the vicinity of the use, and do not block driveways of neighboring residents or businesses.
4. The establishment shall provide a phone number to all interested neighbors that will be responded to within 4 hours during hours of activity by a manager or other responsible person who has the authority to adjust volume and respond to other complaints whenever needed.
5. In addition, an emergency contact name and number shall be provided to the City to allow for police and emergency personnel or other City personnel to contact that person concerning incidents.

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AGENDA TRANSMITTAL

MEETING DATE: August 17, 2021

CITY AGENDA ITEM: Council Adoption of Resolution No. 2021-__: Amending the Management Analyst Classification to Create a Management Analyst I/II Flexibly Staffed Classification Series.

FISCAL IMPACT: The actions of this staff report will reflect an increase of approximately \$3,823 in the current fiscal year budget.

STRATEGIC PLAN IMPACT: Provide Good Governance.

BACKGROUND: Staff conducted a classification review to analyze the classification data for the Management Analyst classification, revise the classification specification to change from a single level to two levels, and to allocate the incumbent to the appropriate classification level based on the duties performed. The City has an existing classification specification for Management Analyst. Revising this single level classification specification to expand the classification to an entry and journey level (I/II) allows the City flexibility in staffing.

The City's current Salary Schedule provides separate pay scales for each level in this classification series despite that separate classification specifications did not previously exist.

STAFF REPORT: Staff recommends amending the Management Analyst classification into a flexibly staffed classification series, consistent with other I/II classifications in the City, that would provide the City flexibility in staffing and allow noncompetitive advancement from the I level to the II level after demonstrating proficiency at the I level and meeting the minimum qualifications for advancement. The amended classification specification is attached to this report.

A classification study of the current Management Analyst, Amanda Dum (Dum), was completed to determine the appropriate level within the flexibly staffed Management Analyst I/II classification series. The study revealed that incumbent Dum's primary work function is management of the Landscaping & Lighting Districts (LLDs) which includes: field management of the landscape contract and services provided; management of all administrative functions related to the LLD contract; responding to resident concerns; budget planning & management for all Districts within the LLD; handling Capital Improvement Projects; making related Council presentations, including drafting supporting staff reports and resolutions; acting as City liaison to the Community Advisory Committee (CAC); managing outreach and conducting annual meetings for ten (10) of the LLDs; and updating City LLD related webpages. Incumbent Dum also performs routine budget management; and provides oversight to the City's recycling program.

PREPARED BY:

Christina Penland, Human Resources Administrator

REVIEWED/APPROVED BY:

Gregory Folsom, City Manager

It is apparent that incumbent Dum independently performs complex and technical analytical tasks within the Public Works Department and in her management of the LLDs. The scope and complexity of the work performed, in conjunction with the level of supervision received, the types of contacts the incumbent makes during the course of her work; and the independent degree to which she performs these job functions are consistent with a journey level Management Analyst.

It is therefore proposed to amend the classification of Management Analyst into a flexibly staff classification series of Management Analyst I/II creating an entry and journey level; and it is further recommended to reclassify the existing incumbent, Amanda Dum to the II level of this classification series. Incumbent Dum will be placed at D Step of the pay range for Management Analyst II which represents approximately a 4.77% increase in pay.

RECOMMENDATION: It is recommended that City Council adopt Resolution No. 2021-___ Amending the Management Analyst Classification to Create a Management Analyst I/II Flexibly Staffed Classification Series.

ATTACHMENTS:

1. Council Adoption of Resolution No. 2021-___: Amending the Management Analyst Classification to Create a Management Analyst I/II Flexibly Staffed Classification Series.
 - a. Management Analyst I/II Classification Specification – redline
 - b. Management Analyst I/II Classification Specification – final

RESOLUTION NO. 2021-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY TO
AMEND THE MANAGEMENT ANALYST CLASSIFICATION TO CREATE A
MANAGEMENT ANALYST I/II FLEXIBLY STAFFED CLASSIFICATION SERIES**

WHEREAS, Suisun City Code Chapter 2.40 establishes a Personnel System that includes Classifications to group positions with similar duties and responsibilities into categories, and Pay Ranges within a Compensation Plan to establish appropriate compensation for the various Classes; and

WHEREAS, the authority to approve new job classifications, establish Pay Ranges for each Classification and approve placement of new Classifications in appropriate bargaining units each by resolution is the purview of the City Council; and

WHEREAS, the City Manager is designated as the Personnel Officer with the responsibility to prepare, maintain and propose revisions to the Classification Plan and a Compensation Plan to be effective upon approval by the City Council; and

WHEREAS, the City Manager has requested amending the Management Analyst single classification specification into two levels, and entry and journey Management Analyst I/II flexibly staffed classification series; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Suisun City, California, the Job Classifications of Management Analyst I/II is adopted and is added to the City Classification Plan and the City Council authorizes the City Manager to reclassify incumbent Amanda Dum from the Management Analyst classification to the Management Analyst II classification retroactive to August 16, 2021.

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

AYES:	Councilmembers:	_____
NOES:	Councilmembers:	_____
ABSENT:	Councilmembers:	_____
ABSTAIN:	Councilmembers:	_____

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

Anita Skinner
City Clerk

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CITY OF SUISUN CITY

MANAGEMENT ANALYST I
MANAGEMENT ANALYST II

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY DESCRIPTION

~~Under general supervision,~~The Management Analyst I/II classes are responsible to performs a wide variety of analytical and administrative duties in support of assigned functions, operations, department, and/or division including special projects, research studies, budget analysis and other specialized functions; coordinates and performs a variety of contract and grant administration duties; prepares various reports to improve the efficiency and effectiveness of operations; coordinates assigned activities with other departments, divisions, outside agencies, and the general public; and provides information and assistance to the public regarding assigned programs and services.

IDENTIFYING CHARACTERISTICS

Management Analyst I – This is the entry-level into the professional Management Analyst series. Incumbents work under close supervision. Assignments are general limited in scope and under direction of a higher-level employee. As experience is gained, the incumbent is granted more independence from supervision. This classification is flexibly staffed with the Management Analyst II. Advancement to the II level is based on demonstrated proficiency in performing the assigned functions, the completion of minimum experience and education requirements for the II level; and is at the discretion of higher level supervisory or management staff.

Management Analyst II – This is the full journey level in the Management Analyst series. Incumbents work under general supervision. Employees within this class are distinguished from the Management Analyst I by the performance of the full range of assignments and duties. Positions in this class series are flexibly staffed and are generally filled by advancement from the “I” level, or when filled from outside, require prior experience.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Performs a wide variety of professional level research, administrative, and analytical duties in support of assigned functions, operations, department, and/or division; performs duties in support of various administrative operations and activities within assigned area of responsibility including special projects, research studies, budget analysis and other specialized functions.
2. Administers and coordinates assigned functions or projects; participates in the development and implementation of goals, objectives, and priorities for assigned functions or programs; recommends and implements resulting policies and procedures; creates and modifies policy and procedural manuals and guidelines.
3. Prepares and presents comprehensive technical, administrative, and financial analytical and statistical reports that present and interpret data, identify alternatives, and present and justify conclusions, forecasts, and recommendations based on data summaries and other findings.

CITY OF SUISUN CITY
Management Analyst I/II (Continued)

4. Participates in the budget development and administration for assigned area of responsibility; analyzes proposed capital, operating, and maintenance expenditures; prepares reports and analyses related to impact of budgetary decisions; prepares financial forecasts; tracks and monitors budget expenditures.
5. Provides assistance in resolving operational and administration issues; identifies issues and conducts research to find alternative solutions; makes and assists in the implementation of recommendations.
6. Coordinates, implements, and monitors special projects within assigned area of responsibility; performs complex research and analysis of new programs, services, policies, and procedures; prepares and presents reports.
7. Plans, coordinates, and evaluates activities associated with assigned contracts; participates in research and evaluation of proposed contractual obligations and agreements; assists in contract negotiations and administration; monitors compliance with applicable contractual agreements.
8. Coordinates grant administration activities; prepares, writes, reviews, and monitors grant applications; monitors existing programs for compliance with regulations.
9. Provides staff assistance to higher-level management staff; participates on and provides staff support to a variety of committees, boards, and commissions; prepares and presents staff reports and other correspondence as appropriate and necessary.
10. Assists in the coordination of interdepartmental and departmental activities with other City departments and divisions and with outside agencies.
11. Attends and participates in professional group meetings; stays abreast of new developments within assigned area of responsibility; maintains awareness of federal, state and local regulations.
12. May oversee the work of lower-level administrative support staff.
13. Responds to and resolves difficult and sensitive citizen complaints and inquiries.
14. Performs related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

Operational characteristics, services and activities of assigned program area.
Organization and operation of municipal government.
Principles and practice of program development and project management.
Methods and techniques of data collection, research, and report preparation.
Methods and techniques of statistical and financial analysis.
Principles and procedures of financial record keeping and reporting.
Principles and practices of budget preparation and administration.
Principles and practices of accounting.
Office procedures, methods, and equipment including computers and applicable software applications.
Applicable civil, government and administrative codes.
Principles and practices of public sector contract administration.

CITY OF SUISUN CITY
Management Analyst I/II (Continued)

Principles and practices used in grant development and administration.
Public sector employee relations theory, practice and issues.
Principles and practices of customer service.
Principles of business letter writing.
Basic principles of supervision and training.
Policies and procedures of the assigned department.
English usage, spelling, grammar, and punctuation.
Pertinent federal, state and local laws, codes and regulations.

Ability to:

Perform a full range of responsible analytical and administrative duties in support of assigned programs, functions, and/or department involving the use of independent judgment and personal initiative.
Research and analyze problems and prepare recommendations on a variety of issues.
Assess situations and make decisions; prioritize and adapt during high-pressure situations
Understand the organization and operation of assigned department and outside agencies as necessary to assume assigned responsibilities.
Interpret and apply pertinent federal, state and local laws, codes and regulations as well as City policies and procedures.
Participate in various organizational studies and analyses.
Research, analyze and evaluate programs, policies and procedures.
Collect, evaluate and interpret complex information and data.
Prepare, research, negotiate, and monitor contracts and agreements.
Prepare clear and concise administrative and financial reports.
Maintain accurate and complete records on programs and operations.
Assist with budget preparation and administration.
Interpret technical information for a variety of audiences.
Independently prepare correspondence and memoranda.
Clearly and effectively present information to a wide range of stakeholders, including elected officials
Operate office equipment including computers and supporting applications.
Adapt to changing technologies and learn functionality of new equipment and systems.
Supervise, organize and review the work of lower level staff as assigned.
Organize and prioritize work flow.
Demonstrate an awareness and appreciation of the cultural diversity of the community.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines - *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Management Analyst I

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in public administration, business administration, economics, or a related field.

Experience:

One year of increasingly _responsible administrative, analytical and/or budgetary experience related to assigned area. Experience working in a in administering programs in a governmental jurisdiction agency is highly desirable.

CITY OF SUISUN CITY
Management Analyst I/II (Continued)

Management Analyst II

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in public administration, business administration, economics, or a related field.

Experience:

Two years performing professional analytical duties at the Management Analyst I level or a total of three years performing analytical duties, if hired from outside the City. Examples of qualifying duties include compiling and organizing data, evaluating information, and preparing reports. Experience working in a governmental agency is highly desirable.

License or Certificate:

Possession of, or ability to obtain, an appropriate, valid driver's license.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed primarily in a standard office setting.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

~~October, 2006~~

Revised: August 2021
~~Johnson & Associates~~

CITY OF SUISUN CITY

**MANAGEMENT ANALYST I
MANAGEMENT ANALYST II**

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY DESCRIPTION

The Management Analyst I/II classes are responsible to perform a wide variety of analytical and administrative duties in support of assigned functions, operations, department, and/or division including special projects, research studies, budget analysis and other specialized functions; coordinate and perform a variety of contract and grant administration duties; prepare various reports to improve the efficiency and effectiveness of operations; coordinate assigned activities with other departments, divisions, outside agencies, and the general public; and provide information and assistance to the public regarding assigned programs and services.

IDENTIFYING CHARACTERISTICS

Management Analyst I – This is the entry-level into the professional Management Analyst series. Incumbents work under close supervision. Assignments are general limited in scope and under direction of a higher-level employee. As experience is gained, the incumbent is granted more independence from supervision. This classification is flexibly staffed with the Management Analyst II. Advancement to the II level is based on demonstrated proficiency in performing the assigned functions, the completion of minimum experience and education requirements for the II level; and is at the discretion of higher level supervisory or management staff.

Management Analyst II – This is the full journey level in the Management Analyst series. Incumbents work under general supervision. Employees within this class are distinguished from the Management Analyst I by the performance of the full range of assignments and duties. Positions in this class series are flexibly staffed and are generally filled by advancement from the “I” level, or when filled from outside, require prior experience.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Performs a wide variety of professional level research, administrative, and analytical duties in support of assigned functions, operations, department, and/or division; performs duties in support of various administrative operations and activities within assigned area of responsibility including special projects, research studies, budget analysis and other specialized functions.
2. Administers and coordinates assigned functions or projects; participates in the development and implementation of goals, objectives, and priorities for assigned functions or programs; recommends and implements resulting policies and procedures; creates and modifies policy and procedural manuals and guidelines.
3. Prepares and presents comprehensive technical, administrative, and financial analytical and statistical reports that present and interpret data, identify alternatives, and present and justify conclusions, forecasts, and recommendations based on data summaries and other findings.

CITY OF SUISUN CITY
Management Analyst I/II (Continued)

4. Participates in the budget development and administration for assigned area of responsibility; analyzes proposed capital, operating, and maintenance expenditures; prepares reports and analyses related to impact of budgetary decisions; prepares financial forecasts; tracks and monitors budget expenditures.
5. Provides assistance in resolving operational and administration issues; identifies issues and conducts research to find alternative solutions; makes and assists in the implementation of recommendations.
6. Coordinates, implements, and monitors special projects within assigned area of responsibility; performs complex research and analysis of new programs, services, policies, and procedures; prepares and presents reports.
7. Plans, coordinates, and evaluates activities associated with assigned contracts; participates in research and evaluation of proposed contractual obligations and agreements; assists in contract negotiations and administration; monitors compliance with applicable contractual agreements.
8. Coordinates grant administration activities; prepares, writes, reviews, and monitors grant applications; monitors existing programs for compliance with regulations.
9. Provides staff assistance to higher-level management staff; participates on and provides staff support to a variety of committees, boards, and commissions; prepares and presents staff reports and other correspondence as appropriate and necessary.
10. Assists in the coordination of interdepartmental and departmental activities with other City departments and divisions and with outside agencies.
11. Attends and participates in professional group meetings; stays abreast of new developments within assigned area of responsibility; maintains awareness of federal, state and local regulations.
12. May oversee the work of lower-level administrative support staff.
13. Responds to and resolves difficult and sensitive citizen complaints and inquiries.
14. Performs related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

Operational characteristics, services and activities of assigned program area.
Organization and operation of municipal government.
Principles and practice of program development and project management.
Methods and techniques of data collection, research, and report preparation.
Methods and techniques of statistical and financial analysis.
Principles and procedures of financial record keeping and reporting.
Principles and practices of budget preparation and administration.
Principles and practices of accounting.
Office procedures, methods, and equipment including computers and applicable software applications.
Applicable civil, government and administrative codes.
Principles and practices of public sector contract administration.

CITY OF SUISUN CITY
Management Analyst I/II (Continued)

Principles and practices used in grant development and administration.
Public sector employee relations theory, practice and issues.
Principles and practices of customer service.
Principles of business letter writing.
Basic principles of supervision and training.
Policies and procedures of the assigned department.
English usage, spelling, grammar, and punctuation.
Pertinent federal, state and local laws, codes and regulations.

Ability to:

Perform a full range of responsible analytical and administrative duties in support of assigned programs, functions, and/or department involving the use of independent judgment and personal initiative.
Research and analyze problems and prepare recommendations on a variety of issues.
Assess situations and make decisions; prioritize and adapt during high-pressure situations
Understand the organization and operation of assigned department and outside agencies as necessary to assume assigned responsibilities.
Interpret and apply pertinent federal, state and local laws, codes and regulations as well as City policies and procedures.
Participate in various organizational studies and analyses.
Research, analyze and evaluate programs, policies and procedures.
Collect, evaluate and interpret complex information and data.
Prepare, research, negotiate, and monitor contracts and agreements.
Prepare clear and concise administrative and financial reports.
Maintain accurate and complete records on programs and operations.
Assist with budget preparation and administration.
Interpret technical information for a variety of audiences.
Independently prepare correspondence and memoranda.
Clearly and effectively present information to a wide range of stakeholders, including elected officials
Operate office equipment including computers and supporting applications.
Adapt to changing technologies and learn functionality of new equipment and systems.
Supervise, organize and review the work of lower level staff as assigned.
Organize and prioritize work flow.
Demonstrate an awareness and appreciation of the cultural diversity of the community.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines - *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Management Analyst I

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in public administration, business administration, economics, or a related field.

Experience:

One year of increasingly responsible administrative, analytical and/or budgetary experience related to assigned area. Experience working in a governmental agency is highly desirable.

CITY OF SUISUN CITY
Management Analyst I/II (Continued)

Management Analyst II

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in public administration, business administration, economics, or a related field.

Experience:

Two years performing professional analytical duties at the Management Analyst I level or a total of three years performing analytical duties, if hired from outside the City. Examples of qualifying duties include compiling and organizing data, evaluating information, and preparing reports. Experience working in a governmental agency is highly desirable.

License or Certificate:

Possession of, or ability to obtain, an appropriate, valid driver's license.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed primarily in a standard office setting.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

*Established October 2006
Johnson and Associates*

Revised: August 2021

AGENDA TRANSMITTAL

MEETING DATE: August 17, 2021

CITY AGENDA ITEM: Council Adoption of Resolution No. 2021-__: Abolishing the Administrative Assistant I and Administrative Assistant II Classifications and Establishing the Administrative Assistant I/II Flexibly Staffed Classification Series.

FISCAL IMPACT: The actions of this staff report have already been factored into the current budget and will not have any additional financial impact.

STRATEGIC PLAN IMPACT: Provide Good Governance.

BACKGROUND: Staff conducted a classification review of the Administrative Assistant I and Administrative Assistant II classifications to evaluate the appropriateness of creating a flexibly staffed classification series consistent with other I/II flexibly staffed classifications within the City. The classification review also involved conducting a classification study of the current incumbents in the Administrative Assistant I and Administrative Assistant II classifications.

The result of the classification review and incumbent classification study indicated that based on the use of these classifications in the City, it would be appropriate to create a flexibly staffed series that would allow noncompetitive advancement of incumbents in the I level to the II level, after demonstrating competency in the lower-level classification, as increasing and more complex assignments are provided.

The Fiscal Year 2021-22 Annual Budget consolidated the Administrative Support function of the Police and Fire Departments, eliminating one Administrative Assistant I position and restructuring the remaining Administrative Assistant II position to provide 50% support to each public safety department.

STAFF REPORT: Staff recommends amending the Administrative Assistant I and Administrative Assistant II classifications into a flexibly staffed classification series, consistent with other I/II classifications in the City, that would allow noncompetitive advancement from the I level to the II level after demonstrating proficiency at the I level and meeting the minimum qualifications for advancement. The amended classification specification is attached to this report.

A classification study of the current Administrative Assistant I, Michelle Zunino (Zunino), was completed to determine the appropriate level within the newly proposed flexibly staffed Administrative Assistant I/II classification series. The study revealed that the incumbent is working at the advanced journey level in assisting with budget development; monitoring expenses; preparing presentations and documents for City Council; performing grant preparation and monitoring; performing research and analysis of new programs and services, policies and

PREPARED BY:

Christina Penland, Human Resources Administrator

REVIEWED/APPROVED BY:

Gregory Folsom, City Manager

procedures, and creating, updating and maintaining department operations guidelines. The scope and complexity of the work performed by incumbent Zunino, in conjunction with the level of supervision received, and independent degree at which Zunino performs these functions are consistent with the advanced journey II level of the Administrative Assistant I/II classification series. Positions at this level provide a variety of complex and responsible administrative support tasks, are expected to function with very little direct oversight and with a great deal of sensitivity and independence.

It is therefore proposed to amend the classifications of Administrative Assistant I and Administrative Assistant II into a flexibly staff classification series of Administrative Assistant I/II; and it is further recommended to reclassify the existing incumbent, Michelle Zunino to the II level of this classification series.

The Administrative Support functions for Public Safety were consolidated in the Fiscal Year 2021-22 Annual Budget. This action eliminated one Administrative Assistant I position and reallocates the remaining Administrative Assistant II position to provide 50% support to each public safety department (Police and Fire). The effective date of the consolidation is August 16, 2021. There is no added financial impact by approving the actions recommended herein.

RECOMMENDATION: It is recommended that City Council adopt Resolution No. 2021-____ Abolishing the Administrative Assistant I and Administrative Assistant II Classifications and Establishing the Administrative Assistant I/II Flexibly Staffed Classification Series.

ATTACHMENTS:

1. Council Resolution No. 2021-__: Abolishing the Administrative Assistant I and Administrative Assistant II Classifications and Establish the Administrative Assistant I/II Flexibly Staffed Classification Series.
 - a. Administrative Assistant I/II Classification Specification – redline
 - b. Administrative Assistant I/II Classification Specification – final

RESOLUTION NO. 2021-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY TO
ABOLISH THE ADMINISTRATIVE ASSISTANT I AND ADMINISTRATIVE
ASSISTANT II CLASSIFICATIONS AND ESTABLISHING THE ADMINISTRATIVE
ASSISTANT I/II FLEXIBLY STAFFED CLASSIFICATION SERIES.**

WHEREAS, Suisun City Code Chapter 2.40 establishes a Personnel System that includes Classifications to group positions with similar duties and responsibilities into categories, and Pay Ranges within a Compensation Plan to establish appropriate compensation for the various Classes; and

WHEREAS, the authority to approve new job classifications, establish Pay Ranges for each Classification and approve placement of new Classifications in appropriate bargaining units each by resolution is the purview of the City Council; and

WHEREAS, the City Manager is designated as the Personnel Officer with the responsibility to prepare, maintain and propose revisions to the Classification Plan and a Compensation Plan to be effective upon approval by the City Council; and

WHEREAS, the City Manager has requested the abolishment of the Administrative Assistant I and Administrative II classifications, and establishment of the Administrative Assistant I/II flexibly staffed classification series; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Suisun City, California, the Job Classifications of Administrative Assistant I and Administrative Assistant II are abolished and removed from the City Classification Plan; and the Administrative Assistant I/II flexibly staffed classification series is adopted and is added to the City Classification Plan; and the City Council authorizes the City Manager to reclassify incumbent Michelle Zunino from the Administrative Assistant I classification to the Administrative Assistant II classification retroactive to August 16, 2021.

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

AYES:	Councilmembers:	_____
NOES:	Councilmembers:	_____
ABSENT:	Councilmembers:	_____
ABSTAIN:	Councilmembers:	_____

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

Anita Skinner
City Clerk

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ADMINISTRATIVE ASSISTANT I
ADMINISTRATIVE ASSISTANT II

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY DESCRIPTION

Under direction of assigned management or supervisory staff, performs a wide variety of responsible ~~specialized office support~~ and ~~complex~~ administrative, technical, programmatic, and secretarial duties; ~~exercising judgment and initiative~~. ~~Relieves to relieve~~ assigned staff of technical as well as general administrative details; and serves as a liaison with other City departments and staff, outside agencies, and the general public including information regarding department policies, procedures, and functions.

IDENTIFYING CHARACTERISTICS

~~The Administrative Assistant I is the full journey entry- level class in the administrative support series. Incumbents work under close supervision. Positions at this level learn to provide a variety of responsible secretarial and routine administrative support to the assigned department. As experience is gained, the incumbent is granted more independence from supervision. This class is flexibly staffed with the Administrative Assistant II. Advancement to the II level is based on demonstrated proficiency in performing the assigned functions, the completion of minimum experience and educational requirements for the II level; and is at the discretion of higher level supervisory or management staff. Work is usually supervised while in progress and fits an established structure or pattern. This class is distinguished from the Administrative Assistant II by the level of complexity of tasks and independence exercised.~~

~~The Administrative Assistant II is an advanced full journey level class within the administrative support series. Incumbents work under general supervision. Employees within this class are distinguished from the Administrative Assistant I by the performance of the full range of assignments and duties. Positions in this class series are flexibly staffed and are generally filled by advancement from the "I" level, or when filled from outside, require prior experience. Advancement to the "II" level is based on management judgment that validates the performance of the full range of job duties. Positions at this level provide a variety of complex and responsible secretarial and administrative support to a assigned department department head. Incumbents relieve assigned staff of detailed administrative work, and are expected to function with very little direct oversight and with a great deal of sensitivity. This class is distinguished from the next lower level class of Administrative Assistant I by the performance of complex and responsible secretarial and administrative duties in support of a department head. An Administrative Assistant II may have supervisory responsibilities for a limited number of clerical staff.~~

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Organizes and coordinates work activities; recommends improvements in work flow, procedures, and use of equipment and forms; implements improvements as approved; develops and revises office forms and report formats, as required.

~~1.~~2. Serves as contact and liaison for assigned functions and programs with other City departments and staff, the general public, and outside agencies and organizations; negotiates and resolves sensitive and controversial issues; explains, justifies, and defends programs, policies, and activities; supplies information concerning fees, permits, legal requirements, procedures, and services provided by City departments, refers callers to appropriate City staff for further assistance.

CITY OF SUISUN CITY
Administrative Assistant II (Continued)

3. Collects, compiles, and analyzes information from various sources on a variety of specialized topics related to programs administered by the position or by management staff; writes reports that present and interpret data, identify alternatives, and make and justify recommendations.
- ~~2.4.~~ Provides information and forms and assists the public in filling out forms; collects, verifies, reviews, and processes materials, applications, records, and reports for completeness and conformance with established regulations and procedures; applies applicable policies and procedures in determining completeness of applications, records, and reports.
- ~~3.5.~~ Performs a wide variety of complex and responsible duties for assigned department and staff; relieves management staff of administrative work including investigating and answering complaints and providing assistance in resolving operational and administrative problems.
6. Types, word processes, and proofreads a wide variety of reports, letters, memoranda, correspondence, and statistical charts; types from rough draft, verbal instruction, or transcribing machine; independently composes correspondence and reports related to assigned area of responsibility.
7. Compiles, prepares, and enters data into a computer from various sources including accounting, statistical, and related documents; inputs corrections and updates; verifies data for accuracy and completeness.
- ~~4.8.~~ May receive incoming telephone and voice radio calls; may generate service requests and maintain records of work completion for assigned department staff; dispatches field crews or inspectors to work sites and coordinates communication activities.
- ~~5.9.~~ Maintains a calendar of activities, meetings, and various events for assigned staff; coordinates activities with other City departments, the public, and outside agencies; organizes meetings and makes room arrangements; directs and participates in coordinating and processing staff travel arrangements and prepares related expense reports.
- ~~6.10.~~ Screens calls, visitors, and mail; provides information and assistance including responding to sensitive requests for information and assistance; ~~researches~~research information related to City regulations and departmental policies; assists the public and other City staff in interpreting and applying City policies, procedures, codes, and ordinances.
- ~~7.11.~~ Performs a full range of accounting related duties and responsibilities in support of assigned area; maintains a variety of accounting records, logs, and files including petty case, daily cash, and daily revenue records; process purchase orders and checks incoming orders, receives and processes fees, fines, and other money; prepares receipts and balances money received; deposits money; prepares rental agreements and reviews for correctness; coordinates and tracks accounts payable and accounts receivable; may prepare department payroll for processing; may assist in coordinating, developing, and monitoring the assigned budget.
- ~~8.12.~~ Initiates, organizes, maintains, and controls access to complex filing systems and records including highly sensitive files; conducts periodic retention and purging of files in compliance with applicable guidelines.
13. Utilizes various computer applications and software packages; maintains and generates reports from a database or network system.
- ~~9.14.~~ Maintains office equipment and facilities; requests and follows up on building maintenance and custodial services; operates and performs routine preventative maintenance on office machines and equipment; maintains supplies and inventories; order supplies as needed.

CITY OF SUISUN CITY
Administrative Assistant II (Continued)

~~10.15.~~ May provide staff support to committees or commissions including preparing agendas, packets, and related materials; prepares and coordinates publications, postings, and distribution of legal notices for public meetings and hearings, ensuring that legal requirements are met; may attend public meetings or hearings and be required to take and maintain minutes for such meetings.

~~11.16.~~ Participates in special projects as assigned.

~~12.17.~~ Performs related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

Operational characteristics, services, and activities of assigned functions, programs, and operations.

Basic functions and organization of municipal government.

Work organization principles and practices.

Modern office procedures, methods, and equipment including computers.

Computer applications such as word processing, spreadsheets, and statistical databases.

Principles and practices of fiscal, statistical, and administrative research and report preparation.

Principles of business letter writing and report preparation.

Methods and techniques of public relations.

Principles and procedures of record keeping.

English usage, spelling, grammar and punctuation.

Pertinent federal, state, and local laws, codes, and ordinances.

[Administrative procedures affecting inventory, purchasing, accounting, and personnel/payroll transactions.](#)

Ability to:

Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.

Understand, interpret, and apply administrative and departmental policies and procedures as well as pertinent laws, regulations, and ordinances.

Perform responsible programmatic and administrative duties involving the use of independent judgment and personal initiative.

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.

Research, compile, analyze, and interpret data.

[Read, understand, and review documents for accuracy and relevant information.](#)

[Use applicable office terminology, forms, documents, and procedures in the course of the work.](#)

[Make accurate arithmetic calculations in the receipt of moneys](#)

[Meet critical deadlines](#)

Prepare a variety of clear and concise administrative and financial reports.

Implement and maintain filing systems.

Independently prepare correspondence and memoranda.

[Courteously respond](#)~~Respond~~ to requests and inquiries from the general public.

Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.

Exercise good judgment in maintaining critical and sensitive information, records, and reports.

Operate and use modern office equipment including a computer and various software packages.

Type and enter data at a speed necessary for successful job performance.

Take and transcribe dictation at a speed necessary for successful job performance.

Communicate clearly and concisely, both orally and in writing.

CITY OF SUISUN CITY
Administrative Assistant II (*Continued*)

Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines - *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Administrative Assistant I

Education/Training:

Equivalent to the completion of the twelfth grade. Specialized general office and clerical training is highly desirable.

Experience:

Two years of responsible clerical experience involving a high level of public contact.

Administrative Assistant II

Education/Training:

Equivalent to the completion of the twelfth grade. Additional specialized course work in public administration, business administration, or a related field is desirable.

Experience:

Three years of increasingly responsible administrative, secretarial, and clerical experience including two years as a secretary or two years as an Administrative Assistant I in the City of Suisun City.

License or Certificate:

Possession of, or ability to obtain, an appropriate driver's license may be required for some positions.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed primarily in a standard office environment; may be required to attend meetings outside of standard working hours.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

Revised: August 2021

ADMINISTRATIVE ASSISTANT I
ADMINISTRATIVE ASSISTANT II

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

SUMMARY DESCRIPTION

Under direction of assigned management or supervisory staff, performs a wide variety of responsible office support and administrative, technical, programmatic, and secretarial duties; exercising judgment and initiative. Relieves assigned staff of technical as well as general administrative details; and serves as a liaison with other City departments and staff, outside agencies, and the general public including information regarding department policies, procedures, and functions.

IDENTIFYING CHARACTERISTICS

The Administrative Assistant I is the entry- level class in the administrative support series. Incumbents work under close supervision. Positions at this level learn to provide a variety of responsible secretarial and routine administrative support to the assigned department. As experience is gained, the incumbent is granted more independence from supervision. This class is flexibly staffed with the Administrative Assistant II. Advancement to the II level is based on demonstrated proficiency in performing the assigned functions, the completion of minimum experience and educational requirements for the II level; and is at the discretion of higher level supervisory or management staff.

The Administrative Assistant II is full journey level class within the administrative support series. Incumbents work under general supervision. Employees within this class are distinguished from the Administrative Assistant I by the performance of the full range of assignments and duties. Positions in this class series are flexibly staffed and are generally filled by advancement from the "I" level, or when filled from outside, require prior experience. Advancement to the "II" level is based on management judgment that validates the performance of the full range of job duties.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Organizes and coordinates work activities; recommends improvements in work flow, procedures, and use of equipment and forms; implements improvements as approved; develops and revises office forms and report formats, as required.
2. Serves as contact and liaison for assigned functions and programs with other City departments and staff, the general public, and outside agencies and organizations; negotiates and resolves sensitive and controversial issues; explains, justifies, and defends programs, policies, and activities; supplies information concerning fees, permits, legal requirements, procedures, and services provided by City departments, refers callers to appropriate City staff for further assistance.
3. Collects, compiles, and analyzes information from various sources on a variety of specialized topics related to programs administered by the position or by management staff; writes reports that present and interpret data, identify alternatives, and make and justify recommendations.
4. Provides information and forms and assists the public in filling out forms; collects, verifies, reviews, and processes materials, applications, records, and reports for completeness and conformance with established regulations and procedures; applies applicable policies and procedures in determining completeness of applications, records, and reports.

CITY OF SUISUN CITY
Administrative Assistant II (Continued)

5. Performs a wide variety of complex and responsible duties for assigned department and staff; relieves management staff of administrative work including investigating and answering complaints and providing assistance in resolving operational and administrative problems.
6. Types, word processes, and proofreads a wide variety of reports, letters, memoranda, correspondence, and statistical charts; types from rough draft, verbal instruction, or transcribing machine; independently composes correspondence and reports related to assigned area of responsibility.
7. Compiles, prepares, and enters data into a computer from various sources including accounting, statistical, and related documents; inputs corrections and updates; verifies data for accuracy and completeness.
8. May receive incoming telephone and voice radio calls; may generate service requests and maintain records of work completion for assigned department staff; dispatches field crews or inspectors to work sites and coordinates communication activities.
9. Maintains a calendar of activities, meetings, and various events for assigned staff; coordinates activities with other City departments, the public, and outside agencies; organizes meetings and makes room arrangements; directs and participates in coordinating and processing staff travel arrangements and prepares related expense reports.
10. Screens calls, visitors, and mail; provides information and assistance including responding to sensitive requests for information and assistance; research information related to City regulations and departmental policies; assists the public and other City staff in interpreting and applying City policies, procedures, codes, and ordinances.
11. Performs a full range of accounting related duties and responsibilities in support of assigned area; maintains a variety of accounting records, logs, and files including petty case, daily cash, and daily revenue records; process purchase orders and checks incoming orders, receives and processes fees, fines, and other money; prepares receipts and balances money received; deposits money; prepares rental agreements and reviews for correctness; coordinates and tracks accounts payable and accounts receivable; may prepare department payroll for processing; may assist in coordinating, developing, and monitoring the assigned budget.
12. Initiates, organizes, maintains, and controls access to complex filing systems and records including highly sensitive files; conducts periodic retention and purging of files in compliance with applicable guidelines.
13. Utilizes various computer applications and software packages; maintains and generates reports from a database or network system.
14. Maintains office equipment and facilities; requests and follows up on building maintenance and custodial services; operates and performs routine preventative maintenance on office machines and equipment; maintains supplies and inventories; order supplies as needed.
15. May provide staff support to committees or commissions including preparing agendas, packets, and related materials; prepares and coordinates publications, postings, and distribution of legal notices for public meetings and hearings, ensuring that legal requirements are met; may attend public meetings or hearings and be required to take and maintain minutes for such meetings.
16. Participates in special projects as assigned.
17. Performs related duties as required.

CITY OF SUISUN CITY
Administrative Assistant II (Continued)

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

Operational characteristics, services, and activities of assigned functions, programs, and operations.
Basic functions and organization of municipal government.
Work organization principles and practices.
Modern office procedures, methods, and equipment including computers.
Computer applications such as word processing, spreadsheets, and statistical databases.
Principles and practices of fiscal, statistical, and administrative research and report preparation.
Principles of business letter writing and report preparation.
Methods and techniques of public relations.
Principles and procedures of record keeping.
English usage, spelling, grammar and punctuation.
Pertinent federal, state, and local laws, codes, and ordinances.
Administrative procedures affecting inventory, purchasing, accounting, and personnel/payroll transactions.

Ability to:

Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
Understand, interpret, and apply administrative and departmental policies and procedures as well as pertinent laws, regulations, and ordinances.
Perform responsible programmatic and administrative duties involving the use of independent judgment and personal initiative.
Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
Research, compile, analyze, and interpret data.
Read, understand, and review documents for accuracy and relevant information.
Use applicable office terminology, forms, documents, and procedures in the course of the work.
Make accurate arithmetic calculations in the receipt of moneys
Meet critical deadlines
Prepare a variety of clear and concise administrative and financial reports.
Implement and maintain filing systems.
Independently prepare correspondence and memoranda.
Courteously respond to requests and inquiries from the general public.
Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.
Exercise good judgment in maintaining critical and sensitive information, records, and reports.
Operate and use modern office equipment including a computer and various software packages.
Type and enter data at a speed necessary for successful job performance.
Take and transcribe dictation at a speed necessary for successful job performance.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.

CITY OF SUISUN CITY
Administrative Assistant II (*Continued*)

Education and Experience Guidelines - Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Administrative Assistant I

Education/Training:

Equivalent to the completion of the twelfth grade. Specialized general office and clerical training is highly desirable.

Experience:

Two years of responsible clerical experience involving a high level of public contact.

Administrative Assistant II

Education/Training:

Equivalent to the completion of the twelfth grade. Additional specialized course work in public administration, business administration, or a related field is desirable.

Experience:

Three years of increasingly responsible administrative, secretarial, and clerical experience including two years as a secretary or two years as an Administrative Assistant I in the City of Suisun City.

License or Certificate:

Possession of, or ability to obtain, an appropriate driver's license may be required for some positions.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed primarily in a standard office environment; may be required to attend meetings outside of standard working hours.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

Administrative Assistant I – Established 2006; Abolished 2021

Administrative Assistant II – Established 2006; Abolished 2021

Administrative Assistant I/II Flexibly Staffed Established: August 2021

AGENDA TRANSMITTAL

MEETING DATE: August 17, 2021

CITY AGENDA ITEM: Council Adoption of Resolutions Approving Labor Memorandum of Understandings:

- a. Council Resolution No. 2021-____: Approving the Memorandums of Understanding for Suisun City Management and Professional Employees' Association (SCMPEA) and Authorizing the City Manager to Administer it on Behalf of the City.
- b. Council Resolution No. 2021-____: Approving the Memorandum of Understanding for Suisun City Employees' Association (SCEA) and Authorizing the City Manager to Administer it on Behalf of the City.
- c. Council Resolution No. 2021-____: Approving the Memorandum of Understanding for Suisun City Police Officers' Association (SCPOA) and Authorizing the City Manager to Administer it on Behalf of the City.
- d. Council Resolution No. 2021-____: Approving the Amended City of Suisun City Salary Schedule.

FISCAL IMPACT: There is no financial impact with adoption of these resolutions. All impacts have already been incorporated in the adopted budget.

STRATEGIC PLAN IMPACT: Provide Good Governance.

BACKGROUND: The Memorandums of Understanding (MOUs) with the three bargaining units expired on June 30, 2021. The City's negotiation team and representatives of the three bargaining units met repeatedly from March through July 2021 to come to Tentative Agreements on the respective MOUs. Tentative agreements were reached with all three bargaining units and approved by City Council Resolution No. 2021-63 on July 6, 2021 (SCPOA Tentative Agreement Deal Points) and by City Council Resolution No. 2021-68 (SCMPEA Tentative Agreement Deal Points) and Resolution No. 2021-67 (SCEA Tentative Agreement Deal Points) on July 20, 2021.

The Citywide Salary Schedule was amended on July 6, 2021 to update the salary of the City Manager by Resolution No. 2021-64, and again on July 20, 2021 to incorporate the negotiated items from the labor agreements by Resolution No. 2021-71. After City Council approval of these resolutions, three errors were identified in the Salary Schedule which need to be corrected.

STAFF REPORT: The Tentative Agreements have now been incorporated into the final successor MOUs for each of the City's bargaining units: SCMPEA, SCEA and SCPOA. The Tentative Agreements implemented two-year contracts valid through June 30, 2023 retroactive to July 1, 2021. This staff report is before Council today to publicly adopt the successor MOUs and authorize the City Manager to execute them on behalf of the City.

PREPARED BY:

Christina Penland, Human Resources Administrator

REVIEWED/APPROVED BY:

Gregory Folsom, City Manager

Typographical errors were identified in the printed Citywide Salary Schedule to the City Manager, Police Commander and Senior Planner classifications. The current resolution is intended to correct the salaries of these three classifications based on the salaries previously authorized and approved by City Council, as follows:

- City Manager top step salary – \$18,211 monthly (\$105.06 hourly)
- Police Commander top step salary - \$60.90 per hour
- Senior Planner top step salary - \$46.57 per hour

There is no financial impact to the current incumbents in these classifications as they are currently receiving the correct salary, which was previously authorized, and listed in this report.

RECOMMENDATION: It is recommended that the City Council adopt:

- a. Council Resolution No. 2021-___: Approving the Memorandums of Understanding for Suisun City Management and Professional Employees' Association (SCMPEA) and Authorizing the City Manager to Administer it on Behalf of the City.
- b. Council Resolution No. 2021-___: Approving the Memorandum of Understanding for Suisun City Employees' Association (SCEA) and Authorizing the City Manager to Administer it on Behalf of the City.
- c. Council Resolution No. 2021-___: Approving the Memorandum of Understanding for Suisun City Police Officers' Association (SCPOA) and Authorizing the City Manager to Administer it on Behalf of the City.
- d. Council Resolution No. 2021-___: Approving the Amended City of Suisun City Salary Schedule.

ATTACHMENTS:

1. Resolution No. 2021-___: City Management and Professional Employees' Association (SCMPEA) and Authorizing the City Manager to Administer it on Behalf of the City.
 - a. Redline SCMPEA MOU
 - b. Final SCMPEA MOU
2. Resolution No. 2021-___: Approving the Memorandum of Understanding for Suisun City Employees' Association (SCEA) and Authorizing the City Manager to Administer it on Behalf of the City.
 - a. Redline SCEA MOU
 - b. Final SCEA MOU
3. Resolution No. 2021-___: Approving the Memorandum of Understanding for Suisun City Police Officers' Association (SCPOA) and Authorizing the City Manager to Administer it on Behalf of the City.
 - a. Redline SCPOA MOU

- b. Final SCPOA MOU
- 4. Resolution No. 2021-____: Approving the Amened City of Suisun City Salary Schedule.
 - a. The City of Suisun City Salary Schedule
- 5. Tentative Agreement Deal Points SCMPEA approved on July 20, 2021 (Resolution No. 2021-68)
- 6. Tentative Agreement Deal Points SCEA approved on July 20, 2021 (Resolution No. 2021-67)
- 7. Tentative Agreement Deal Points SCPOA approved on July 6, 2021 (Resolution No. 2021-63)

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RESOLUTION NO. 2021-__

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City hereby adopts Resolution No. 2021-__: 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 17th day of August, 2021, by the following vote:

AYES:	Council Members:	_____
NOES:	Council Members:	_____
ABSENT:	Council Members:	_____
ABSTAIN:	Council Members:	_____

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

Donna Pock, CMC
Deputy City Clerk

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

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

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

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

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

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

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

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

The Parties agree as follows:

ARTICLE ~~IV~~ I RECOGNITION

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

~~—— Represented Job Classes~~
~~—— Police Commander~~
~~—— Assistant City Engineer~~
~~—— Building Official~~
~~—— Financial Services Manager~~
~~—— Accounting Services Manager~~
~~—— Building Inspection Services Manager~~

~~Police Support Services Manager~~
~~Assistant/Associate Engineer-Associate~~
~~Fire Division Chief~~
~~Public Works Superintendent~~
~~Senior Management Analyst~~
~~Senior Planner~~
~~IT Manager~~
~~Project Manager~~
~~Senior Accountant~~
~~Senior Building Inspector~~
~~Assistant/Associate Engineer-Assistant~~
~~Assistant/Associate Planner-Associate~~
~~Management Analyst I/II-II~~
~~Housing Manager~~
~~Information Technology System Administrator~~
~~Marketing Manager~~
~~Accountant~~
~~Assistant/Associate Planner-Assistant~~
~~Management Analyst I/II-I~~
~~Marina Supervisor~~
~~Dispatch/Records Supervisor~~
~~Public Works Supervisor~~
~~Administrative Fire Captain~~
~~Secretary to City Manager/Deputy City Clerk~~
~~Marina/Waterfront Recreation Supervisor~~
~~Recreation Supervisor~~

Accountant
Accounting Services Manager
Assistant/Associate Engineer- Associate
Assistant/Associate Engineer-Assistant
Assistant/Associate Planner-Assistant
Assistant/Associate Planner-Associate
Building Inspection Services Manager
City Engineer
Financial Services Manager
Fire Captain
Fire Division Chief
Housing Manager
IT Services Manager
Management Analyst I/II-I
Management Analyst I/II-II
Marina & Waterfront Events Manager
Marketing Manager

Police Commander
Police Support Services Manager
Project Manager
Public Works Superintendent
Public Works Supervisor
Recreation Supervisor
Secretary to City Manager/Deputy City Clerk (C)
Senior Accountant
Senior Building Inspector
Senior Planner

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

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

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

ARTICLE II CITY RIGHTS

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

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

- A. The right to hire and fire.
- B. The right to determine the mission of its constituent departments, divisions, commissions, and boards.

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

ARTICLE III **EMPLOYEE RIGHTS**

Subject to the provisions of Resolution No. 74-33, Employees of the City shall have the right to form, join, and participate in the activities of a Recognized Employee Organization of their own choosing for the purpose of representation on matters of employer-employee relations, including

but not limited to, wages, hours, and other terms and conditions of employment. Employees of the City also shall have the right to refuse to join or participate in the activities of Recognized Employee Organizations.

ARTICLE ~~III~~ IV PERSONNEL RULES AND REGULATIONS

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

ARTICLE IV 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~~
- ~~Police Commander~~
- ~~Assistant City Engineer~~
- ~~Building Official~~
- ~~Financial Services Manager~~
- ~~Accounting Services Manager~~
- ~~Building Inspection Services Manager~~
- ~~Police Support Services Manager~~
- ~~Assistant/Associate Engineer – Associate~~
- ~~Fire Division Chief~~
- ~~Public Works Superintendent~~
- ~~Senior Management Analyst~~
- ~~Senior Planner~~
- ~~IT Manager~~
- ~~Project Manager~~
- ~~Senior Accountant~~
- ~~Senior Building Inspector~~
- ~~Assistant/Associate Engineer – Assistant~~
- ~~Assistant/Associate Planner – Associate~~
- ~~Management Analyst I/II – II~~
- ~~Housing Manager~~

~~Information Technology System Administrator~~
~~Marketing Manager~~
~~Accountant~~
~~Assistant/Associate Planner - Assistant~~
~~Management Analyst I/II-I~~
~~Marina Supervisor~~
~~Dispatch/Records Supervisor~~
~~Public Works Supervisor~~
~~Administrative Fire Captain~~
~~Secretary to City Manager/Deputy City Clerk~~
~~Marina/Waterfront Recreation Supervisor~~
~~Recreation Supervisor~~

~~2. Future Additional Job Class Determination. In addition, future additional job classes (excluding Executive Management Unrepresented Positions) determined under applicable City Resolutions to be of a Regular, Management, Professional/Technical, or Confidential nature shall be represented by SCMPEA.~~

~~3. 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.~~

Commented [CP1]: See Article I

ARTICLE V NO DISCRIMINATION

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

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

For a labor organization, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, to exclude, expel, or restrict from its membership the person, or to provide only second-class or segregated membership or to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical

condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of the person in the level of representation provided to that individual, the ability to run for an office in the association or to discriminate in any way against any of its members.

ARTICLE VI **ASSOCIATION ACCESS**

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

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

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

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

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

1. **Employee Orientation & Contact Information.** All Employees will receive a New Employee Orientation within their first five (5) regular Workdays of employment with the City. The New Employee Orientation will be presented by Human Resources Division staff members at a time and place determined by the City. The purpose of the orientation is to review and complete required payroll, insurance, benefits, and similar required documentation; to train the Employee regarding City and/or Departmental policies, procedures, and specific requirements of the position; and to

provide other necessary information. At no time during the orientation shall a City or SCMPEA representative provide derogatory information or advocacy about the other.

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

employee who has made a written request to the City regarding non-disclosure of said information (except, with respect to personal email addresses, as may be necessary to comply with the California Public Records Act).

2. 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.

3. Maintenance of Membership. Any employee in the SCMPEA represented bargaining unit who has authorized SCMPEA dues deductions prior to the City Council's approval and adoption of this Agreement or at any time subsequent to such approval and adoption, shall continue to have such dues deductions made by the City during the term of this Agreement; provided, however, that any employee in the unit may terminate such dues deduction during the first thirty (30) days immediately following the City Council's approval and adoption of this Agreement and during the period of December 1 through December 31 of each year of the Agreement by notifying SCMPEA in writing of his/her termination of the dues deduction. Such notification shall be delivered in person or by U.S. mail and should be in the form of a letter containing the following information: employee name, job classification, and department name. SCMPEA will provide the City's Human Resources Department with the appropriate documentation to process these dues deduction cancellations within ten (10) business days after the close of the withdrawal period.

ARTICLE VII COMPENSATION

1. Salaries. ~~Effective December 28, 2018, the City will provide hourly compensation for all represented job classes consistent with Exhibit A. Payments will be made on a bi-weekly basis.~~

~~Effective December 28, 2018, Exhibit A will reflect a 4% increase to base wages.~~

~~Effective December 27, 2019, Exhibit A will reflect an automatic COLA of 3.9%, which is based on the 2018 Consumer Price Index (CPI) calculated by the U.S. Department of Labor, Bureau of Labor Statistics for the San Francisco-Oakland-Hayward region for Urban Wage Earners and Clerical Workers.~~

~~Upon ratification, a 4% one-time bonus based on the employee's base salary earned during the 2018 calendar year up to and including December 27, 2018 will be paid to each employee. Assuming funding pursuant to the American Rescue Plan Act of 2021 (which guidelines have only recently been published) as a condition precedent, the City proposes to provide additional pay to all bargaining unit employees as follows:~~

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

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

~~23. Acting Pay. Employees covered by this Agreement shall receive Acting Pay under the following conditions:~~

- ~~A. Employees must qualify to receive Acting Pay by acting in the higher job class and performing substantially the full range of duties and responsibilities of the higher job class~~

for a period of two weeks. The qualifying period may be satisfied one full workday at a time.

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

34. Special Circumstances – Police Support Services Manager. The ~~Police-Dispatch/Records Supervisor~~ 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 ~~Dispatch/Records Supervisor~~ 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-Dispatch/Records Supervisor~~ Police Support Services Manager is assigned by ~~his/her~~ 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 ~~I/I~~ 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~~ off day every four days.
- D. During Critical Staffing Shortages, the Suisun City Police Department incorporates 12-hour work shifts within the Communication/Records Center. This scheduling requires a minimum of two (2) Public Safety Dispatchers to cover each 24-hour day.

E. During the Critical Staffing Shortages, the Suisun City Police Department Communications Center will be staffed with one (1) Public Safety Dispatcher.

F. A Non-Critical Staffing Period is one in which adequate staffing is available to fill an unexpected vacancy or a shift shortage. The ~~Dispatch/Records Supervisor~~ Police Support Services Manager is authorized to require an available Public Safety Dispatcher to fill a shift vacancy. Should the ~~Dispatch/Records Supervisor~~ 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 ~~Dispatch/Records Supervisor~~ Police Support Services Manager will not receive Overtime compensation when required to extend the workday up to two (2) hours to fill an unexpected shift vacancy as a Public Safety Dispatcher.

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

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

ARTICLE ~~XV~~ VIII

HOURS OF WORK

1. Attendance. Employees shall be in attendance at their workstation in accordance with departmental schedules unless on approved leave.
2. Work Schedules. At the discretion of the City, Regular, Full-Time Employees shall be assigned to one of the following work schedules:
 - A. A 40.0-hour workweek consisting of five consecutive 8.0 hour days in a seven-day period (hereinafter "5/40"), beginning at noon on Friday through noon on the following Friday. All other work schedules shall be considered Alternative Work Schedules.
~~A work period of 99.0 hours as assigned during eight workdays in a fourteen day period, beginning at 12:00 a.m. on Friday through midnight on Thursday of the second week. The normal workday shall be 12.0 hours, except Wednesday (Drill night). The Administrative Fire Captains will alternate attending Drill in order to ensure consistency in training (15.0 hour scheduled workday). The Administrative Fire Captain who attends Drill will conduct training the following day. This schedule applies only to the Administrative Fire Captain job class.~~
 - 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.
 - ~~G. Administrative Fire Captain guidelines~~
 - ~~A. Work Schedule. In addition to those work schedules already set forth in the SCMPEA MOU, beginning the first pay period after the effective date of this Agreement, Administrative Fire Captains will be assigned to a 48/96 work schedule consisting of 24-hour shifts to comprise a 56-hour workweek to be determined by the Fire Chief.~~

- B. ~~Overtime Pay.~~ For the purpose of Overtime and minimum time calculations, an Employee may not be paid twice for the same time period. If time periods overlap, then the time shall be calculated as a continuous work period.
- 1) ~~The City agrees to compensate Employees scheduled to a 48/96 schedule consisting of a 56-hour workweek at a rate of one and one-half times the Employees' regular rate of pay, as that phrase is defined in the FLSA (hereinafter "Overtime Rate") for each hour of work required in excess of their scheduled 53 hours per workweek.~~
 - 2) ~~The City will implement reporting of time worked over the FLSA threshold of 53 hours per workweek as premium pay in accordance with California Code of Regulations (CCR), Title 2, Section 571.~~
 - 3) ~~Employees shall be compensated at the applicable Overtime Rate for work assigned in excess of the regularly scheduled work day.~~
 - 4) ~~For purposes of Overtime computation, all paid time, including Sick Leave, Vacation Leave, Holiday Leave and Compensatory Time Off (the "CTO"), shall be considered hours worked.~~
 - 5) ~~All overtime hours must be approved in advance by the Fire Chief or his/her designee; provided, however, that when emergency conditions exist, the Fire Chief or his/her designee may approve exceptions to this procedure.~~
- C. ~~Overtime Credited as CTO.~~ Except as provided in Section c. of this agreement section, overtime worked may be credited as CTO or be paid as overtime at the discretion of the Employee. CTO will be credited at a rate of one and one-half times the overtime hours worked. The maximum accumulation of CTO is as follows:
- 1) ~~First 10 years of City service: 160.0 hours~~
 - 2) ~~Over 10 years of City service: 200.0 hours.~~
 - 3) ~~Any Overtime worked in excess of these limits shall be compensated on a paid basis.~~
- D. ~~Above CTO Limit.~~ If an Employee is at or above the CTO Limit, then he/she will prospectively only get paid Overtime (as opposed to CTO) for Overtime worked. Once the CTO balance has been reduced by 40.0 hours below the limit, an Employee will again be allowed to accrue CTO as opposed to receiving Overtime pay. Upon separation of service, an Employee is entitled to receive the cash value of all accrued CTO.
- E. ~~Conversion of Executive Leave to CTO.~~ Employees with an accrued Executive Leave Balance may convert such leave balance to CTO on an hour for hour basis subject to established limits. Of the Fiscal Year 2018-19 Executive Leave of 80 hours deposited on July 1, 2018, 40 hours will be returned to the City as a prorated share. Administrative Leave Balance in excess of established limits will be paid to the Employee as cash value.
- F. ~~Salaries.~~ The City will provide hourly compensation for Administrative Fire Captains at the same monthly rate as contained in Exhibit A of the SCMPEA MOU. Hourly rates will

~~be calculated to reflect Alternative Work Schedules described herein. The new hourly salary table for these employees is attached hereto as an updated Exhibit A.~~

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

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

Commented [CP2]: See Article IX

3. Executive Leave. Rules regarding Executive Leave are set forth in Section 8.5 of the Personnel Rules, Administrative Directive ~~AD-18~~. 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 work-day are City Council meetings, City events, or emergency response.

The ~~new buyback-cash-out~~ options below ~~will~~shall supersede the provisions of Section 8.5 of the Personnel Rules, Administrative Directive ~~AD-18~~ the current Rules for Executive Leave Buyback, adjusted to reflect the following:

- 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 work-day 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.

45. 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.

GARTICLE -IX Administrative Fire Captain guidelinesFIRE CAPTAIN GUIDELINES

1. Work Schedule. In addition to those work schedules already set forth in the SCMPEA MOU, ~~beginning the first pay period after the effective date of this Agreement, Administrative~~ Fire Captains will be assigned to a 48/96 work schedule consisting of 24-hour shifts to comprise a 56-hour workweek to be determined by the Fire Chief.

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

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

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

- A. First 10 years of City service: 160.0 hours;
- B. Over 10 years of City service: 200.0 hours;
- C. Any Overtime worked in excess of these limits shall be compensated on a paid basis.

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

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

6. Salaries. The City will provide hourly compensation for ~~Administrative~~ Fire Captains at the same monthly rate as contained in ~~Exhibit A of the SCMPEA MOU~~ the Citywide Salary Schedule. Hourly rates will be calculated to reflect Alternative Work Schedules described herein. ~~The new hourly salary table for these employees is attached hereto as an updated Exhibit A.~~

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

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

~~ARTICLE XXIX~~ 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 ~~10 workdays~~ (80.0 hours per year for those working 40.0 hours per

~~week, or 99.0 hours for those working 49.5 hours per week) or 9/80 two-week schedule per year.~~

B. Commencing with the Sixth Year. Employees shall earn and be credited with Vacation Leave at the rate of ~~15 workdays~~ (120.0 hours per year for those working 40.0 hours per week, ~~or 148.5 hours for those working 49.5 hours per week) or 9/80 two-week schedule per year.~~

C. Commencing with the Eleventh Year. Employees shall earn and be credited with Vacation Leave at the rate of ~~18 workdays~~ (144 ~~160.0~~ hours per year for those working 40.0 hours per week, ~~or 178.2 hours for those working 49.5 hours per week) or 9/80 two-week schedule per year.~~

D. Commencing with the Sixteenth Year. Employees shall earn and be credited with Vacation Leave at the rate of ~~20 workdays~~ (160 ~~184.0~~ hours per year for those working 40.0 hours per week, ~~or 198.0 hours for those working 49.5 hours per week) or 9/80 two-week schedule per year.~~

~~Commencing with the Twentieth Year. Employees shall earn and be credited with Vacation Leave at the rate of 23 workdays (184.0 hours for those working 40.0 hours per week, or 227.7 hours for those working 49.5 hours per week) per year.~~

2. Fire Vacation Accrual. ~~Vacation to be reflected in terms of hours not workdays.~~

A. For the First Five Years of Service: 2 weeks (10 days) @ 56 hours week (112 hrs — 4.31) Employees shall earn and be credited with Vacation Leave at the rate of 112.0 hours per year for those working a 56 hour per week schedule.

1. _____

B. Commencing at the start of the Six Year: 3 weeks (15 days) @ 56 hours week (168 hrs — 6.46) Employees shall earn and be credited with Vacation Leave at the rate of 168.0 hours per year for those working a 56 hour per week schedule.

C. Commencing at the start of the Eleventh Year: 4 weeks (20 days) @ 56 hours week (224 hrs — 8.62) Employees shall earn and be credited with Vacation Leave at the rate of 224.0 hours per year for those working a 56 hour per week schedule.

D. Commencing at the start of the Sixteenth Year: 4.5 weeks (23 days) @ 56 hours week (257.6 hrs — 9.84) Employees shall earn and be credited with Vacation Leave at the rate of 257.6 hours per year for those working a 56 per week schedule.

~~23.~~ 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.

~~34. Vacation-Buy-Back Cash-Out. Employees may not cash-out Vacation Leave except upon leaving City service or in the case of an emergency with City Manager approval. 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.~~

~~45. Holiday During Vacation. An Employee is not charged Vacation Leave for a Holiday occurring during his/her Vacation Leave.~~

~~56. 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.~~

~~67. Separation from Service. Upon separation from service, an Employee is entitled to receive the cash value of all accrued Vacation Leave.~~

~~78. Upon Death. When separation is caused by death, payment equivalent to accrued Vacation Leave shall be made to the Employee's estate.~~

~~ARTICLE XIV~~ **ARTICLE XI UNIFORMS AND UNIFORM ALLOWANCES**

1. Uniform Allowances. Annually ~~on or before the dates indicated,~~ the City shall pay those Employees required to wear uniforms in the performance of their duties as follows:

<u>Job Class</u>	<u>Total</u>	
Police Commander	\$1300	
Fire Division Chief	\$1300	
Administrative Fire Captain		\$1300
Police Dispatch/Records Supervisor	\$ 900	
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 & Building Director/City Engineer in a written departmental policy.

ARTICLE ~~VIII~~ XII RETIREMENT BENEFITS

The Public Employees' Pension Reform Act of 2013 (PEPRA) provides that all Employees who are currently participating in a CalPERS retirement plan, or those who have had a break in service that does not exceed six months, shall be considered "Classic" Employees. All new Employees who do not meet ~~those~~ 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 will pay 100 percent of both the employee and employer contributions. PERS Employer Paid Member Contributions will be reported as "Special Compensation". 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 will pay 100 percent of both the employee and employer contributions. PERS Employer Paid Member Contributions will be reported as "Special Compensation". 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, ~~as well as 5.0 percent of the total Employee's contribution of 9.0 percent. Each covered Employee shall pay the 4.0 percent balance of the Employee'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. Participation in Group Medical/Dental. Any eligible Employee approved for a service retirement shall be entitled to participate in a City provided group medical/dental plan, as long as it is permissible by the insurance provider, and as long as the retiree makes full and prompt payment of the full premium costs to the City. At any time such payments fall in arrears, the retiree shall cease to be eligible for group health plan membership.~~
- ~~8. One-Year Final Compensation. The City provides one-year final compensation pursuant to Government Code Section 20042.~~

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

ARTICLE ~~IX~~ XIII MEDICAL & DENTAL INSURANCE

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

<u>Time Period</u>	<u>Employee</u>	<u>Employee + One</u>	<u>Employee + Family</u>
<u>4/1/21 through MOU Term</u>	<u>\$813.64</u>	<u>\$1,627.28</u>	<u>\$2,115.46</u>

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.

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 Premiums, Flexible Spending Accounts, and Taxable Cash Option. An Employee must choose the Flexible Benefit Options during the Open Enrollment Period established in the Suisun City Flexible Benefits Plan.

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

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

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

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

ARTICLE ~~XII~~ XIV LIFE INSURANCE AND DEFERRED COMPENSATION

1. Life Insurance. The City agrees to provide a \$200,000 term and accidental death and dismemberment insurance policy for each represented Employee. The face value of the policy will begin reducing at age 65, per the policy's schedule of benefits.
2. ICMA Deferred Compensation Plan. The City agrees to provide the ICMA Deferred Compensation Plan as an optional benefit to City Employees. The City will match the Employee's contribution up to 4% of the employee's base salary or \$118.00 (per pay period), whichever is greater. The City's match will be contributed to participating Employees on a pay-period basis.

ARTICLE XV SUPPLEMENTAL INSURANCE

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

ARTICLE ~~XIII~~ XVI MILEAGE REIMBURSEMENT

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

ARTICLE ~~X~~ XVII WORKERS' COMPENSATION COVERAGE

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

ARTICLE ~~XI~~ XVIII STATE DISABILITY INSURANCE COVERAGE

1. State Disability Insurance. The City shall participate under the State Disability Insurance Program (hereinafter "SDI") for employees represented by SCMPEA. ~~This program shall work as follows:~~

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

~~ARTICLE XII LIFE INSURANCE AND DEFERRED COMPENSATION~~

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

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

Commented [CP3]: See Article XIV

~~ARTICLE XIII~~ ~~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.

Commented [CP4]: See Article XVI

~~ARTICLE XIV~~ ~~UNIFORMS AND UNIFORM ALLOWANCES~~

1. ~~Uniform Allowances.~~ Annually on or before the dates indicated, the City shall pay those Employees required to wear uniforms in the performance of their duties as follows:

Job Class	Total
Police Commander	\$1300
Administrative Fire Captain	\$1300
Police Dispatch/Records Supervisor	\$ 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 & Building Director/City Engineer in a written departmental policy.

Commented [CP5]: See Article XI

~~ARTICLE XV~~ ~~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:

F. ~~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.~~

~~A work period of 99.0 hours as assigned during eight workdays in a fourteen-day period, beginning at 12:00 a.m. on Friday through midnight on Thursday of the second week. The normal workday shall be 12.0 hours, except Wednesday (Drill night). The Administrative Fire Captains will alternate attending Drill in order to ensure consistency in training (15.0 hour scheduled workday). The Administrative Fire Captain who attends Drill will conduct training the following day. This schedule applies only to the Administrative Fire Captain job class.~~

G. ~~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.~~

H. ~~Non-Exempt Employees shall not be scheduled to work more than seven consecutive days without two scheduled days off, except in emergency situations.~~

I. ~~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.~~

J. ~~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.~~

~~G. 3. Administrative Fire Captain g Guidelines.:~~

9. ~~Work Schedule. In addition to those work schedules already set forth in the SCMPEA MOU, beginning the first pay period after the effective date of this Agreement, Administrative Fire Captains will be assigned to a 48/96 work schedule consisting of 24-hour shifts to comprise a 56-hour workweek to be determined by the Fire Chief.~~

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

6) ~~The City agrees to compensate Employees scheduled to a 48/96 schedule consisting of a 56-hour workweek at a rate of one and one-half times the~~

Employees' regular rate of pay, as that phrase is defined in the FLSA (hereinafter "Overtime Rate") for each hour of work required in excess of their scheduled 53 hours per workweek.

7) The City will implement reporting of time worked over the FLSA threshold of 53 hours per workweek as premium pay in accordance with California Code of Regulations (CCR), Title 2, Section 571.

8) Employees shall be compensated at the applicable Overtime Rate for work assigned in excess of the regularly scheduled work day.

9) For purposes of Overtime computation, all paid time, including Sick Leave, Vacation Leave, Holiday Leave and Compensatory Time Off (the "CTO"), shall be considered hours worked.

10) All overtime hours must be approved in advance by the Fire Chief or his/her designee; provided, however, that when emergency conditions exist, the Fire Chief or his/her designee may approve exceptions to this procedure.

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

4) ~~First 10 years of City service: 160.0 hours~~

5) ~~Over 10 years of City service: 200.0 hours.~~

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

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

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

14. ~~Salaries.~~ The City will provide hourly compensation for Administrative Fire Captains at the same monthly rate as contained in Exhibit A of the SCMPEA MOU. Hourly rates will be calculated to reflect Alternative Work Schedules described herein. The new hourly salary table for these employees is attached hereto as an updated Exhibit A.

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

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

3. ~~Executive Leave. Rules regarding Executive Leave are set forth in Section 8.5 of the Personnel Rules, Administrative Directive AD-18. 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 work day are City Council meetings, City events, or emergency response.~~

~~The new buyback options below will~~supersede the provisions of Section 8.5 of the Personnel Rules, Administrative Directive AD-18~~the current Rules for Executive Leave Buyback, adjusted to reflect the following:~~

- a. ~~1-10 years of service with Suisun City — 40 hours~~
~~After completing 10 years and higher — 50 hours~~
- b. ~~Any Executive Leave accumulated over 80 hours due to working hours outside of the Employee's normal work day as described above, may be cashed out once each fiscal year.~~

4. ~~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.~~

Commented [CP6]: See Article VIII

~~ARTICLE XVI~~ ~~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):~~

E. ~~For the First Five Years of Service. Employees shall earn and be credited with Vacation Leave at the rate of 10 workdays (80.0 hours for those working 40.0 hours per week, or 99.0 hours for those working 49.5 hours per week) or 9/80 two week schedule per year.~~

F. ~~Commencing with the Sixth Year. Employees shall earn and be credited with Vacation Leave at the rate of 15 workdays (120.0 hours for those working 40.0 hours per week, or 148.5 hours for those working 49.5 hours per week) or 9/80 two week schedule per year.~~

G. ~~Commencing with the Eleventh Year. Employees shall earn and be credited with Vacation Leave at the rate of 18 workdays (144.0 hours for those working 40.0 hours per week, or 178.2 hours for those working 49.5 hours per week) or 9/80 two week schedule per year.~~

H. ~~Commencing with the Sixteenth Year. Employees shall earn and be credited with Vacation Leave at the rate of 20 workdays (160.0 hours for those working 40.0 hours per week, or 198.0 hours for those working 49.5 hours per week) or 9/80 two week schedule per year.~~

~~Commencing with the Twentieth Year. Employees shall earn and be credited with Vacation Leave at the rate of 23 workdays (184.0 hours for those working 40.0 hours per week, or 227.7 hours for those working 49.5 hours per week) per year.~~

2. ~~Fire Vacation Accrual. Vacation to be reflected in terms of hours not workdays.~~

2. ~~For the First Five Years of Service: 2 weeks (10 days) @ 56 hours week (112 hrs — 4.31)~~

~~Commencing at the start of the Six Year: 3 weeks (15 days) @ 56 hours week (168 hrs — 6.46)~~

~~Commencing at the start of the Eleventh Year: 4 weeks (20 days) @ 56 hours week (224 hrs — 8.62)~~

~~Commencing at the start of the Sixteenth Year: 4.5 weeks (23 days) @ 56 hours week (257.6 hrs — 9.84)~~

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 Buy Back. Employees may not cash out Vacation Leave except upon leaving City service or in the case of an emergency with City Manager approval.~~

~~4. Holiday During Vacation. An Employee is not charged Vacation Leave for a Holiday occurring during his/her Vacation Leave.~~

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

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

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

Commented [CP7]: See Article X

ARTICLE ~~XVII~~ XIX PAYROLL STATUS

1. Payroll Status. Any Regular Employee shall be considered to be in a Payroll Status if the Employee is employed by the City under the one of the following conditions:

- A. Working Full-Time.
- B. Working Part-Time.
- C. Working on a restricted or limited duty basis.
- D. Off work due to an injury or illness covered under Workers' Compensation.
- E. Off work due to an injury or illness covered under State Disability Insurance.
- F. Off work while on an approved leave of absence covered under the Family and Medical Leave Act (FMLA).
- G. Off work while on an approved leave of absence covered under the California Family Rights Act (CFRA).
- H. Off work while on an approved leave of absence covered under Pregnancy Disability Leave (PDL).

2. Continuation of City-Paid Insurance Premiums. The City shall continue to contribute the City's share of the health, life, and dental insurance premiums on behalf of an Employee who is receiving Workers' Comp/SDI benefits, as long as he/she is in a Payroll Status with the City or within the period provided in Chapter 10 of the Personnel Rules. An Employee is in a Payroll Status with the City, as long as he/she is using accrued Sick Leave, Vacation Leave, CTO, and/or

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

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

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

~~ARTICLE XVIII~~ ~~SICK LEAVE~~

~~Rules regarding Sick Leave are set forth in Section 10.1 of the Personnel Rules. Additionally, employees may use up to 96 hours of personal sick leave when taking leave in accordance with Sections 10.2 and 10.3 of the Personnel Rules.~~

Commented [CP8]: See Article XXI

~~ARTICLE XIX~~ ~~XX~~ **WORKERS' COMP/SDI MEDICAL LEAVE**

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

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

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

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

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

3. How a Supplement is Treated. The Employee shall receive 100.0 percent of the Employee's gross salary rate until such time as the City is notified of the benefit paid to the Employee. The pay period following notification (normally the next pay period), the Employee will receive 100.0 percent of Employee's gross salary rate less the supplemental amount provided by Workers' Comp/SDI. Upon deduction of the amount equal to the supplemental amount from the Employee's gross pay, the Employee's Sick Leave, Vacation Leave, Executive Leave, and/or Holiday Leave shall be credited to the Employee's appropriate benefit accounts in an amount equal to the Employee's hourly Pay Rate.

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

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

ARTICLE ~~XXIII~~ XXI SICK LEAVE

Rules regarding Sick Leave are set forth in Section 10.1 of the Personnel Rules. ~~Additionally, employees may use up to 96 hours of personal sick leave when taking leave in accordance with Sections 10.2 and 10.3 of the Personnel Rules. Employees off work on a protected leave status shall be required to use available accrued paid leave prior to going leave without pay.~~

ARTICLE XXII FAMILY OR MEDICAL LEAVE

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

ARTICLE XXIII PREGNANCY DISABILITY LEAVE

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

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

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

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

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

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

ARTICLE ~~XXIII~~ XV BEREAVEMENT / COMPASSIONATE LEAVE

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

ARTICLE ~~XXIV~~ XXVI CATASTROPHIC LEAVE-SHARING PROGRAM

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

ARTICLE XXVII JURY DUTY

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

ARTICLE ~~XXV~~ XXVIII MILITARY LEAVE

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

ARTICLE ~~XXVI~~ XXIX AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY

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

ARTICLE ~~XXVIII~~ XXX UNAUTHORIZED LEAVE OF ABSENCE

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

ARTICLE ~~XXIX~~ XXXI PAID ADMINISTRATIVE LEAVE

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

ARTICLE XXXII LEAVES IN CONJUNCTION WITH OTHER LEAVES

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

ARTICLE ~~XXXIII~~ TOTAL LEAVES OF ABSENCE

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

ARTICLE ~~XXXIII~~ XXXIV DAYS OFF WITHOUT PAY

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

ARTICLE ~~XXXIII~~ XXXV MUNICIPAL HOLIDAYS

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

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

2. Observance. When a Holiday falls on Sunday, it shall be observed on the following Monday. When a Holiday falls on Saturday, it shall be observed on the preceding Friday.
3. Holiday Time Off. An Employee will accrue 8.0 hours of Holiday Time Off when assigned to a workweek of 40.0 hours, or 9.9 hours of Holiday Time Off when assigned to a workweek of 49.5 hours for each observed holiday. An Employee may use Vacation Leave, Executive Leave, or work additional time (on an hour-for-hour basis) during the work period to make up the difference between his/her scheduled time and his/her accrued Holiday Time Off.
4. Holiday Time Off Usage. Holiday Time Off may be used as follows:

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

- C. Employees who are called back to work on a holiday outside their normal working hours, with less than 5 days' notice, shall be paid an Overtime Rate of two (2) times the Employee's regular rate of pay for each hour worked.
- D. In lieu of Section 8.6.12 of the Personnel Rules and similar provisions of this Article, Employees shall have deposited into their Vacation Leave banks 8.0 hours of Vacation Leave in the first pay period of July and 8.0 hours of Vacation Leave in the first pay period of January. Such additional leave deposits are subject to Article XVI of this Agreement.
- E. Subsection 2 of this Article and Section 8.6.14 of the Personnel Rules shall not apply.

ARTICLE ~~XXXIV~~ XXXVI REIMBURSEMENT FOR EDUCATION OR TRAINING

- 1. Approval. On the recommendation of a Department Head and the approval of the City Manager, any Employee may embark on an approved course of education to enhance his/her job skills. A course of study may include courses needed to gain a degree in a job-related field or to improve opportunities for advancement or promotion with the City of Suisun City. If the Employee's Department Head will not recommend reimbursement for a course of study, the Employee may appeal to the City Manager or designee.
- 2. Reimbursement. Employees are eligible for educational reimbursement for approved classes, including tuition and books, which shall not exceed \$1,500 per Employee per year. Upon successful completion of the coursework, the Employee shall submit to the Department Head and HR copies of dated receipts showing education costs (tuition, books, materials, mileage), as well as transcripts, grades or certificates showing successful course completion. If an Employee leaves City service within two years of receiving education reimbursement, the Employee must reimburse the City an amount equal to half of the total education reimbursement paid by the City.
- 3. Certification and Educational Incentive Pay. In order to encourage employees to provide optimum service to the public, employees may up to 5% incentive for a certification or relevant advanced education degree, added to their base rate. A certification or advanced degree required for the position is not eligible for the incentive pay. To receive certification or education incentive pay, proof of completion must be submitted to the City Manager. The following list is eligible for incentive pay at the assigned incentive rate:

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

ARTICLE ~~XXXV~~ II PROBATIONARY PERIOD

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

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

ARTICLE ~~XXXVIII~~ PERFORMANCE EVALUATIONS

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

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

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

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

ARTICLE ~~XXXVIII~~ ~~XXXIX~~ GRIEVANCE PROCEDURE

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

ARTICLE ~~XXXVIII~~ ~~XL~~ DISCIPLINARY ACTION

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

ARTICLE ~~XXXIX~~ ~~XLI~~ CONTRACTING OUT

In the event that the City decides to outsource work to a private contractor that would result in the displacement of current represented Employees, the City shall include a request in the Request

for Proposal (hereinafter "RFP") that prospective contractors include a proposal to hire said Employees in their response to the RFD.

ARTICLE ~~XLII~~ EMPLOYEE ASSISTANCE PROGRAM

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

ARTICLE ~~XLIII~~ IDENTIFICATION CARDS

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

ARTICLE ~~XLIV~~ LAYOFF AND REEMPLOYMENT

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

ARTICLE ~~XLV~~ TEMPORARY MEASURES

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

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

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

ARTICLE ~~XLIV~~ XLVI **GENERAL PROVISIONS**

1. Severability. If any provision of this Agreement should be held invalid or restrained by operation of law or by any court of competent jurisdiction, the remainder of this Agreement shall not be affected.
2. Full Understanding. The Parties agree that this Agreement sets forth the full and entire understanding of the Parties regarding the matters set forth herein, and verbal statements shall not supersede any of its provisions.
3. No Requirement to Meet and Confer. Except as otherwise provided in this Article, the Parties agree that neither Party shall be required to meet and confer concerning any specific provision of this Agreement during the term of this Agreement.
4. Reopener. Upon the written request of the City Manager, the Parties agree to reopen negotiations during the term of this Agreement for the following purpose:
 - A. Declaration of a Fiscal Emergency by the City Council which could result in Layoffs if the Parties do not meet and confer on alternatives.
 - B. If any other bargaining group has an employment contract with the City of Suisun City that contains applicable compensation provisions that are more advantageous for the Employees than this Agreement, the Parties may agree to meet and confer on the modification of this Agreement.
 - C. A positive or negative change occurs in the City's fiscal status that would affect the availability of funding for services provided in whole or in part by Employees represented by SCMPEA.
 - ~~D. Beginning on or about August 1, 2019, SCMPEA and the City will reopen Article VII, Section 1 Compensation to further address having employee's total compensation be within 90% of the mean as defined within the 2018 Compensation Report. Any such increases will be within the limitations of the City's ability to pay. Additionally, the City and SCMPEA will discuss a deferred compensation plan, longevity pay, and certification pay during the reopener.~~
 - D. Update/Amend/Replace the City's Employer-Employee Relations Resolution; and
 - D-E. Update/Amend the City's Administrative Directive AD7 – Personnel Rules & Regulations.
 - F. Notwithstanding the provisions of California Government Code section 20516.5, the Parties agree that the above-indicated represent the only bases for reopening this Agreement during its term.

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

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

7. Successor Agreement. This Agreement shall be in full effect from July 1, 2021 through and including June 30, 2023. Either Party may serve upon the other its written request to commence negotiations, as well as its initial written proposals for such successor Agreement as early as February 1, 2023. Upon receipt of such written notice and proposals, negotiations shall commence no later than 30 days thereafter.- Upon receipt of such written notice and proposals, negotiation sessions shall commence no later than 30 days thereafter. The Parties hereby declare that it is their mutual interest to negotiate a multi-year successor agreement consistent with City Council policy direction, with the intent to be completed no later than June 30, 2023

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

9. Effective Date. The effective date of this Agreement shall be ~~December 28, 2018~~ July 1, 2021.

[SIGNATURES ON NEXT PAGE]

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

**CITY OF SUISUN CITY
REPRESENTATIVES:**

Gregory Folsom
City Manager

Christina Penland
Human Resources Administrator

Approved as to form
Aleshire & Wynder, LLP

Anthony R. Taylor, City Attorney

**SCMPEA
REPRESENTATIVES:**

Mary LaPlante, Managing Labor Representative
City Employee Associates

Jeffrey Downey, SCMPEA President

Daniel Healey, SCMPEA Vice President

Amanda Dum, SCMPEA Secretary

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

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

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

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

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

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

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

The Parties agree as follows:

ARTICLE I RECOGNITION

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

Represented Job Classes

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

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

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

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

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

ARTICLE II CITY RIGHTS

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

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

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

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

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

ARTICLE III EMPLOYEE RIGHTS

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

ARTICLE IV PERSONNEL RULES AND REGULATIONS

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

ARTICLE V NO DISCRIMINATION

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

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

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

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

ARTICLE VI ASSOCIATION ACCESS

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

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

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

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

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

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

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

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

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

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

ARTICLE VII COMPENSATION

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

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

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

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

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

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

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

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

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

ARTICLE VIII HOURS OF WORK

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

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

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

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

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

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

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

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

ARTICLE IX **FIRE CAPTAIN GUIDELINES**

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

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

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

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

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

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

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

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

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

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

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

ARTICLE X VACATION LEAVE

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

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

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

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

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

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

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

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

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

ARTICLE XI UNIFORMS AND UNIFORM ALLOWANCES

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

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

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

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

ARTICLE XII RETIREMENT BENEFITS

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

1. Classic Miscellaneous Employee Benefits. Except as otherwise provided in this Article, the City agrees to provide the 2.0 percent at 55 PERS Retirement Plan, with One-Year Final Compensation, including the 1959 Survivor's Benefit Level 3, for Miscellaneous Employees. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS. All Miscellaneous employees covered by this MOU will receive an increase to their base hourly rate of 7.5 percent in exchange for Classic Miscellaneous employees paying the full employee contribution along with PEPRAs employees as soon as practicable after CalPERS approval of the EPMC change.
2. Classic Safety Fire Employee Benefits. Except as otherwise provided in this Article, the City agrees to provide the 2.0 percent at 55 PERS Retirement Plan, with One-Year Final Compensation, including the 1959 Survivor's Benefit Level 3, for Safety Fire Employees. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS. The salaries for Employees covered under the Safety Fire PERS Plan have been increased by 5.0 percent in lieu of the City's provision of 2.0 percent at 50 Safety Fire Retirement Plan. All Fire Safety employees covered by this MOU will receive an increase to their base hourly rate of 7.5 percent in exchange for the Classic Safety Fire Employees paying the full employee contribution along with PEPRAs employees as soon as practicable after CalPERS approval of the EPMC change.
3. Classic Safety Police Employee Benefits. The City agrees to participate in the PERS 3.0 percent at 50 Retirement Plan, with One-Year Final Compensation and Credit for Unused Sick Leave Government Code Sections 20042 and 20965 respectively. This Credit will be reduced by the number of hours converted to cash pursuant to Section 6 of Article IX. The following provisions apply to Employees receiving Safety Police benefits:
 - A. The City agrees to continue to provide Level 4, Survivor Benefits through Public Employees Retirement System, (hereinafter "PERS").
 - B. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS.
 - C. Consistent with Internal Revenue Code Section 414(h)(2), that portion of the Employee's contribution paid by the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.
 - D. All Safety Police employees covered by this MOU will receive an increase to their base hourly rate of 5.5 percent in exchange for the Classic Safety Police Employees paying the full employee contribution along with PEPRAs employees as soon as practicable after CalPERS approval of the EPMC change.
4. PEPRA New Miscellaneous Employee Benefits. The City agrees to provide 2.0% at 62 PERS Plan for New Miscellaneous Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by

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

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

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

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

ARTICLE XIII MEDICAL & DENTAL INSURANCE

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

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

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

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

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

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

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

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

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

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

ARTICLE XIV LIFE INSURANCE AND DEFERRED COMPENSATION

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

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

ARTICLE XV SUPPLEMENTAL INSURANCE

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

ARTICLE XVI MILEAGE REIMBURSEMENT

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

ARTICLE XVII WORKERS' COMPENSATION COVERAGE

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

ARTICLE XVIII STATE DISABILITY INSURANCE COVERAGE

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

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

ARTICLE XIX PAYROLL STATUS

1. Payroll Status. Any Regular Employee shall be considered to be in a Payroll Status if the Employee is employed by the City under the one of the following conditions:

- A. Working Full-Time.
- B. Working Part-Time.
- C. Working on a restricted or limited duty basis.
- D. Off work due to an injury or illness covered under Workers' Compensation.
- E. Off work due to an injury or illness covered under State Disability Insurance.
- F. Off work while on an approved leave of absence covered under the Family and Medical Leave Act (FMLA).
- G. Off work while on an approved leave of absence covered under the California Family Rights Act (CFRA).
- H. Off work while on an approved leave of absence covered under Pregnancy Disability Leave (PDL).

2. Continuation of City-Paid Insurance Premiums. The City shall continue to contribute the City's share of the health, life, and dental insurance premiums on behalf of an Employee who is receiving Workers' Comp/SDI benefits, as long as he/she is in a Payroll Status with the City or within the period provided in Chapter 10 of the Personnel Rules. An Employee is in a Payroll Status with the City, as long as he/she is using accrued Sick Leave, Vacation Leave, CTO, and/or

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

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

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

ARTICLE XX WORKERS' COMP/SDI MEDICAL LEAVE

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

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

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

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

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

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

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

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

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

ARTICLE XXI SICK LEAVE

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

ARTICLE XXII FAMILY OR MEDICAL LEAVE

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

ARTICLE XXIII PREGNANCY DISABILITY LEAVE

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

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

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

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

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

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

ARTICLE XV BEREAVEMENT / COMPASSIONATE LEAVE

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

ARTICLE XXVI CATASTROPHIC LEAVE–SHARING PROGRAM

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

ARTICLE XXVII JURY DUTY

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

ARTICLE XXVIII MILITARY LEAVE

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

ARTICLE XXIX AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY

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

ARTICLE XXX UNAUTHORIZED LEAVE OF ABSENCE

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

ARTICLE XXXI PAID ADMINISTRATIVE LEAVE

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

ARTICLE XXXII LEAVES IN CONJUNCTION WITH OTHER LEAVES

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

ARTICLE XXXIII TOTAL LEAVES OF ABSENCE

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

ARTICLE XXXIV DAYS OFF WITHOUT PAY

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

ARTICLE XXXV MUNICIPAL HOLIDAYS

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

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

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

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

ARTICLE XXXVI REIMBURSEMENT FOR EDUCATION OR TRAINING

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

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

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

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

ARTICLE XXXVII PROBATIONARY PERIOD

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

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

ARTICLE XXXVIII PERFORMANCE EVALUATIONS

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

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

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

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

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

ARTICLE XXXIX GRIEVANCE PROCEDURE

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

ARTICLE XL DISCIPLINARY ACTION

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

ARTICLE XLI CONTRACTING OUT

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

ARTICLE XLII EMPLOYEE ASSISTANCE PROGRAM

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

ARTICLE XLIII IDENTIFICATION CARDS

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

ARTICLE XLIV LAYOFF AND REEMPLOYMENT

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

ARTICLE XLV TEMPORARY MEASURES

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

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

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

ARTICLE XLVI GENERAL PROVISIONS

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

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

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

negotiation sessions shall commence no later than 30 days thereafter. The Parties hereby declare that it is their mutual interest to negotiate a multi-year successor agreement consistent with City Council policy direction, with the intent to be completed no later than June 30, 2023

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

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

[SIGNATURES ON NEXT PAGE]

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

**CITY OF SUISUN CITY
REPRESENTATIVES:**

Gregory Folsom
City Manager

Christina Penland
Human Resources Administrator

Approved as to form
Aleshire & Wynder, LLP

Anthony R. Taylor, City Attorney

**SCMPEA
REPRESENTATIVES:**

Mary LaPlante, Managing Labor Representative
City Employee Associates


Jeffrey Downey, SCMPEA President

Daniel Healey, SCMPEA Vice President

Amanda Dum, SCMPEA Secretary

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

**CITY OF SUISUN CITY
REPRESENTATIVES:**



Gregory Folsom
City Manager



Christina Penland
Human Resources Administrator

**SCMPEA
REPRESENTATIVES:**



Mary LaPlante, Managing Labor Representative
City Employee Associates



Jeffrey Downey, SCMPEA President




Daniel Healey, SCMPEA Vice President



Amanda Dum, SCMPEA Secretary

Approved as to form
Aleshire & Wynder, LLP



Anthony R. Taylor, City Attorney

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RESOLUTION NO. 2021-__

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

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

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

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

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

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

AYES:	Council Members:	_____
NOES:	Council Members:	_____
ABSENT:	Council Members:	_____
ABSTAIN:	Council Members:	_____

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

Donna Pock, CMC
Deputy City Clerk

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

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

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

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

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

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

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

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

The Parties agree as follows:

ARTICLE ~~IV~~ I RECOGNITION

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

Represented Job Classes

~~Computer Technician~~
~~Building Inspector I/II-II~~
~~Public Works Inspector~~
~~Youth Services Specialist~~
~~Senior Public Safety Dispatcher~~
~~Building Inspector I-II-I~~
~~Housing Specialist I/II-II~~

~~Public Safety Dispatcher I/II-II~~
~~Housing Specialist I/II-I~~
~~Administrative Assistant II~~
~~Recreation Coordinator~~
~~Accounting Technician~~
~~Senior Account Clerk~~
~~Senior Maintenance Worker~~
~~Fleet Mechanic~~
~~Public Safety Dispatcher I/II-I~~
~~Administrative Assistant I~~
~~Recreation Administrative & Program Coordinator~~
~~Maintenance Worker I/II-II~~
~~Community Services Officer I/II-II~~
~~Account Clerk III~~
~~Maintenance Worker I/II-I~~
~~Building Maintenance Worker I/II-II~~
~~Community Services Officer I/II-I~~
~~Account Clerk I/II-II~~
~~Office Assistant~~
~~Building Maintenance Worker I/II-I~~
~~Account Clerk I/II-I~~

Account Clerk I/II-I
Account Clerk I/II-II
Account Clerk III
Accounting Technician
Administrative Assistant I/II-I
Administrative Assistant I/II-II
Building Maintenance Worker I/II-I
Building Maintenance Worker I/II-II
Building Inspector I/II-I
Building Inspector I/II-II
Community Services Officer I/II-I
Community Services Officer I/II-II
Computer Technician
Fleet Mechanic
Housing Specialist I/II-I
Housing Specialist I/II-II
Human Resources Technician (C)
Maintenance Worker I/II-I
Maintenance Worker I/II-II
Office Assistant
Permit Technician
Police Evidence and Property Technician I/II - I

Police Evidence and Property Technician I/II - II
Public Safety Dispatcher I/II-I
Public Safety Dispatcher I/II-II
Public Works Inspector
Recreation Program Administrative Coordinator
Recreation Coordinator
Senior Account Clerk
Senior Maintenance Worker
Senior Public Safety Dispatcher
Youth Services Specialist

2. Human Resources Technician. The Classification of Human Resources Technician is Confidential, and as such is excluded from participating in collective bargaining or from revealing confidential information regarding collective bargaining; however, is otherwise represented by SCEA.

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

~~34.~~ Temporary/Limited Service Positions. It is agreed that Temporary Employees, Part-Time Employees, Emergency Employees, Volunteer Employees, and contractors are not governed by this Agreement and are not represented by SCEA. Employees who work less than full time are not represented by SCEA. If an Employee who had occupied a Temporary, Provisional, or grant-funded Position is subsequently hired into the same job class as a Regular Employee, he/she shall be placed in the step level nearest to but not lower than his/her last Pay Rate as a Temporary, Provisional, or grant-funded Employee.

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

ARTICLE II CITY RIGHTS

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

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

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

ARTICLE III **EMPLOYEE RIGHTS**

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

ARTICLE ~~III~~ IV PERSONNEL RULES AND REGULATIONS

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

~~ARTICLE IV~~ RECOGNITION

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

~~Represented Job Classes~~

~~Computer Technician
Building Inspector I/II II
Public Works Inspector
Youth Services Specialist
Senior Public Safety Dispatcher
Building Inspector I II I
Housing Specialist I/II II
Public Safety Dispatcher I/II II
Housing Specialist I/II I
Administrative Assistant II
Recreation Coordinator
Accounting Technician
Senior Account Clerk
Senior Maintenance Worker
Fleet Mechanic
Public Safety Dispatcher I/II I
Administrative Assistant I
Recreation Administrative & Program Coordinator~~

Maintenance Worker I/II-II
Community Services Officer I/II-II
Account Clerk III
Maintenance Worker I/II-I
Building Maintenance Worker I/II-II
Community Services Officer I/II-I
Account Clerk I/II-II
Office Assistant
Building Maintenance Worker I/II-I
Account Clerk I/II-I

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

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

Commented [CP1]: See Article I

ARTICLE V NO DISCRIMINATION

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

ARTICLE VI DUES, FEES, INSURANCE CHECK OFF

1. ~~Deductions.~~ The City shall honor an employee's check-off authorization for dues, COPE or other Union-sponsored programs. Deductions for dues, COPE or other Union-sponsored program shall start the pay period after the City receives notification of the authorization. The City shall transmit such payments to the Union through electronic funds transfer no later than thirty (30) days after the deduction from the employee's earnings occurs.

~~Employee requests to authorize dues/other deductions(s), or requests to change status regarding such deductions, shall be directed to the Union rather than the City. The City shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether an authorization/change in deduction(s) has been requested by the employee.~~

~~The Union shall not provide the City a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.~~

~~The Union shall indemnify the City for any claims made regarding such deductions.~~

~~2. Data Pertaining to Deductions. The City shall produce to SEIU Local 1021's Membership Department every two (2) weeks, on a regular ongoing basis, a malleable electronic file containing the following information:~~

- ~~A. Full Name (first, middle, last, suffix)~~
- ~~B. Employee Number~~
- ~~C. Job Classification~~
- ~~D. Job Type (full time, part time, per diem, as needed)~~
- ~~E. Pay Rate~~
- ~~F. Pay Status (active, on leave, separated from employment, etc.)~~
- ~~G. Dues Amount~~

~~3. Protection From Third Party Requests. In order to protect bargaining unit employees from harassment or invasion of privacy, the City shall immediately notify the Union of any third party requests for contact, biographical and/or demographic information about the bargaining unit employees. The City shall promptly provide the Union a copy of the request and any materials submitted with the request.~~

~~The City shall provide the Union at least ten (10) days to review the request and challenge the scope of the request prior to the City responding to the request. The City agrees to consider the Union's response prior to the disclosing to a third party any contact, biographical, and/or demographic information about the bargaining employees.~~

~~1. As the recognized majority and/or exclusive employee organization, SCEA requests that the City deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by SCEA, from the wages and salaries of members of SCEA. SCEA hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. SCEA membership dues shall be deducted each pay period in accordance with City procedures and provisions of applicable law from the salary of each employee whose name is provided by SCEA.~~

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

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

ARTICLE VII UNION ACCESS

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

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

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

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

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

B. Pursuant to Government Code section 3558.8, the City shall grant to employee Stewards, upon written request of SCEA, reasonable leaves of absence without loss of compensation or other benefits for the purpose of enabling employees to serve as stewards or representatives or officers of the exclusive representative, or of any statewide or national employee organization with which SCEA is affiliated.

- 1) SCEA shall reimburse the City for all compensation paid to the employee on leave. Reimbursement by SCEA shall be made on or before thirty (30) days after receipt of the City's certification of payment of compensation to the employee.
- 2) At the conclusion or termination of leave granted under this section, the employee shall have a right of reinstatement to the same position and work location held prior to the leave, or, if not feasible, a substantially similar position without loss of seniority, rank, or classification.
- 3) SCEA has no obligation to use leave under this section for an employee and may terminate that leave at any time, for any reason. The City reserves the right to recall any employee on leave pursuant to these sections due to an emergency.

- C. Compensation for release time under this provision shall not exceed the employee Stewards' standard schedule of hours per day and shall not include compensation for overtime. Compensation shall include retirement fund contributions required of the City as an employer. The employee shall earn full-service credit during the leave of absence and shall pay his or her member contributions. The leave of absence without loss of compensation or other benefits provided for by this section is in addition to the release time without loss of compensation or other benefits granted to representatives of SCEA under applicable laws or this MOU.
- D. Pursuant to Government Code sections 3505.3 and 3558.5, for leave requests for three consecutive days or less, SCEA shall submit a written request to the employee Steward's Department Head at least seven (7) days in advance of the requested leave of absence. For leave requests of greater than three consecutive days, SCEA shall submit their written request at least thirty (30) calendar days in advance of the requested leave of absence. The written request shall include the purpose, dates, and duration of the requested leave.
- E. A request for leave of absence may be granted on a full-time, part-time, periodic, or intermittent basis and will be approved if it does not substantially interfere with the performance of City services and operations. If leave is denied, the Department Head shall provide SCEA with written notification of the reasons why the requested leave is denied. If granting the requested leave would create an operational hardship for the City, the parties agree to meet and confer regarding the requested leave in order to identify mutually acceptable alternative dates or amount of leave.
- F. SCEA or the employee shall be required to execute any payroll forms, certifications of time, or other documents as required by the City to ensure that the time reporting is accurate and that the employee is performing the duties of a steward or officer or representative of SCEA during all reported working hours.
- G. The City shall not be liable for an act or omission of, or an injury suffered by, an employee of the City if that act, omission, or injury occurs during the course and scope of the employee's leave under this section to work for SCEA. If the City is held liable for such an act, omission, or injury, SCEA shall indemnify and hold harmless the City.
4. Release Time. The City may grant a total of 16 hours of paid time off for the president and two stewards to attend training scheduled during the Employee's normal working hours. Those hours may be split among the three SCEA officials at SCEA's discretion. The SCEA will be responsible for overseeing the time used and calculating the time remaining. The SCEA must notify the Assistant City Manager with each approved time off request. The SCEA president shall submit written requests for release time to the Employee's immediate supervisor. The supervisor's decision to approve will be based on the operational needs of the City. The Employee and SCEA president will certify the Employee's attendance. Unused training hours may accrue to a maximum of 32 hours.
5. Labor/Management Committee. The City and the SCEA agree to set up a Labor/Management Committee ~~in order~~ to encourage open communication, to promote harmonious relations, and to resolve matters of mutual concern. The committee will meet quarterly or as mutually agreed to by the Parties. The Committee will be composed of one representative from the City, one representative from the SCEA, and the SCEA Business Agent, if any. The meetings are informal and are not intended to be for discussion of issues handled under

other provisions herein such as ~~G~~grievances, disciplinary actions, or collective bargaining negotiations.

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

A. The City will provide SCEA Chapter President and SEIU Field Representative notice of a pending New Employee Orientation within one (1) business day of the execution of an employment offer letter.

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

C. Within 30 days of hire, and monthly thereafter, the City will provide SCEA/SEIU 1021 Membership Department with Employee contact information in electronic format as required by State law for all represented Employees.

- 1) Name
- 2) Home Address
- 3) Classification/Job Title
- 4) Department
- 5) Work Location
- 6) Work, home and personal cellular telephone numbers
- 7) Personal and work e-mail addresses

D. Notwithstanding the foregoing, the City will ~~not~~ make any disclosures prohibited under Government Code sections 6254.3(c) & 6254.3 (a)(3).

ARTICLE VIII COMPENSATION

1. Salaries. ~~Effective December 28, 2018, the City will provide hourly compensation for all represented job classes consistent with Exhibit B. Payments will be made on a bi-weekly basis.~~

~~Effective December 28, 2018, Exhibit B will reflect a 4% increase to base wages.~~

~~Effective January 2, 2020, Exhibit B will reflect an automatic COLA of 3.0%, which is based on the 2018 Consumer Price Index (CPI) calculated by the U.S. Department of Labor, Bureau of Labor Statistics for the San Francisco-Oakland-Hayward region for Urban Wage Earners and Clerical Workers.~~

~~Upon ratification, each Employee hired prior to January 1, 2019 and still employed as of February 5, 2019 shall receive a lump sum payment. The payment shall be calculated by dividing \$67,577 (4% of total bargaining unit salary as of December 27, 2018) by the total numbers of bargaining unit members as of February 5, 2019. Assuming allowable funding pursuant to the American Rescue Plan Act of 2021 (which guidelines have only recently been published) as a condition precedent, the City shall provide a premium pay to all bargaining unit employees as follows:~~

A. Miscellaneous. ~~The City will provide a \$2.00 per hour non-pensionable premium pay on top of the base pay rate for all represented miscellaneous job classes (except Dispatch classifications).~~

B. Dispatch Classifications. ~~The City will provide a \$4.00 per hour non-pensionable premium pay on top of the base pay rate for all represented dispatch job classes.~~

C. Premium increases ~~will be effective retroactively to July 1, 2021, if the Tentative Agreement is ratified and signed by Union at least one day prior to the City Council meeting scheduled for July 6, 2021. Alternatively, the premium increase will be effective the first full pay period after City Council adoption of the Tentative Agreement.~~

D. Payments ~~will be made on a bi-weekly basis. All the hourly increases authorized herein will sunset June 30, 2023.~~

A-E. ~~The previously provided Critical Staffing Retention and Recruiting Pay sunset/expired on June 30, 2021 and shall not be included in this successor MOU.~~

2. Incentive Pay. Upon recommendation of the Department Head and the approval of the City Manager or designee, the City will provide training incentives for special education and certification not already required as part of the Employee's job classification, and obtained outside the Employee's working hours. Employees receiving Incentive Pay must maintain certification consistent with the rules of the issuing authority. Failure to do so will result in a suspension of this

benefit for a period not to exceed six months. During this suspension period, the Employee must cure the reason for loss of certification, or the suspension shall become permanent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE ~~XVI~~ IX HOURS OF WORK

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

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

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

B. An Alternative Work Schedule, such as four consecutive 10.0-hour days in a seven-day period beginning at noon on Friday through noon on the following Friday (hereinafter "4/10"), or nine workdays totaling 80 hours during a fourteen-day period beginning at noon on Friday through noon on the following Friday (hereinafter "9/80"), or any other configuration approved by the Department Head and City Manager. Assignment to an Alternative Work Schedule is subject to Department Head recommendation and City Manager approval and shall not be considered permanent. At such time as the Department Head and City Manager determine that the schedule does not meet departmental needs, the Employee shall be reassigned to another work schedule.

EC. Employees shall not be scheduled to work more than seven consecutive days without two scheduled days off, except in emergency situations.

FD. 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.

GE. Employees may temporarily flex their schedules with the prior approval of their Department Head, so long as the new schedule meets the City's needs and the Employee works a full schedule or makes up the shortfall with paid leave.

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

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

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

ARTICLE ~~XVII~~ X OVERTIME AND COMPENSATORY TIME OFF

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

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

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

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

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

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

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

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

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

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

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

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

7. ~~CTO BuybackCash-Out. Two alternatives exist for Employees to buyback (cash out) their CTO balances: Subsection A below applies to the buyback of CTO balances, and Subsection B below provides an alternative to Subsection A for the buyback of Eligible Paid Leave balances. Employees may only select one alternative.~~

Employees are allowed to ~~buyback-cash-out~~ a maximum of ~~32.0-40.0~~ hours of CTO ~~in December~~~~each January~~. The ~~Administrative Services Department (ASD) Finance Department~~ will send out a request form, ~~in November of the preceding year~~, that includes written verification of each Employee's current CTO balance. Employees may ~~make an irrevocable request buyback-offer for the upcoming calendar year January cash-out of accrued~~ CTO by filling out and signing the form provided by ~~ASDFinance~~. The form must be submitted to ~~ASD-Finance~~ by the date provided on the form ~~which must be in the calendar year preceding the January cash-out~~. With the exception of the ~~December-buybackNovember election~~, Employees may not ~~elect cash-out of accrued~~ CTO except upon leaving City Service ~~or in the case of an emergency with City Manager approval~~. No CTO ~~buyback-cash-out election~~ will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.

ARTICLE XI ELIGIBLE PAID LEAVE CASH-OUT

~~As an alternative to CTO Cash-Out, Employees are allowed to elect to cash-out a maximum of 32.0-40.0 hours of Eligible Paid Leave in DecemberNovember of the calendar year preceding such cash-out. The Administrative Services Department (ASD) Finance Department will send out a request form, in November of the preceding year, that includes written verification of each Employee's current Eligible Paid Leave balances. Employees may make an irrevocable request a-buyback-of-for the upcoming calendar year to cash-out accrued Eligible Paid Leave by filling out and signing the form provided by ASDFinance. The form must be submitted to ASD Finance by the date provided on the form which must be in the calendar year preceding the cash-out. With the exception of the November buybackcash-out election, Employees may not cash out Eligible Paid Leave except upon leaving City Service-or in the case of an emergency with City Manager approval. No Eligible Paid Leave buyback-cash-out will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.~~

With respect to this Section, Eligible Paid Leave includes CTO, Holiday Leave, and/or Vacation Leave (in that order of usage). ~~Employees may not cash-out both CTO and Eligible Paid Leave in the same year. The buyback of Eligible Paid Leave is limited to the difference between the buyback limit of 32.0 hours less the number of Overtime hours earned during the calendar year to date. An example is provided below:~~

~~Assuming that the Employee has the following situation~~
~~Earned 8.0 hours of Overtime during the calendar year.~~
~~Has a balance of 12.0 hours of CTO.~~
~~Has a balance of 8.0 hours of Holiday Leave.~~
~~Has a balance of 42.0 hours of Vacation Leave.~~

<u>Calculation of Eligible Paid Leave</u>	
Buyback Limit	32.0 hours
Less: Overtime Earned	8.0 hours
Eligible Paid Leave	24.0 hours
<u>Buyback of Eligible Paid Leave</u>	
CTO balance	12.0 hours
Holiday Leave balance	8.0 hours
Vacation Leave balance	4.0 hours
Total Buyback	24.0 hours

ARTICLE ~~XVIII~~ XII STANDBY AND CALL-OUT PROCEDURES

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

1. Those Employees scheduled for weekday Standby Duty (from the end of the Workday on one day to the beginning of the next Workday during the workweek, which is from Monday evening through Friday [or every other Thursday for 9/80 Alternative Work Schedules] morning) will receive ~~\$35.00-2 hours of~~ Standby Pay per day at the employee's regular rate of pay.

2. Those Employees scheduled for weekend Standby (from the end of the Workday on the last day of the regular workweek to the start of the Workday at the beginning of the next workweek) will receive ~~\$40.00-2 hours of~~ Standby Pay per day at the employee's regular rate of pay.

3. Those Employees scheduled for Holiday Standby (from 12.00am to 11.59pm on recognized City Holiday) will receive ~~\$50.00-2 hours of~~ Standby Pay per day at one and one half (1-1/2) times the employee's regular rate of pay.

~~4. Those Public Works employees scheduled for weekly Standby Duty (from Monday at 12:00 a.m. through Sunday at 11:59 p.m.) will receive \$260.00 Standby Pay per week. This amount shall be adjusted accordingly for those weeks which include a holiday(s).~~

~~54.~~ In the event of a Call Out, the Employee shall be paid for a minimum of 2.0 hours of time at the appropriate pay rate or receive equivalent CTO, at the Employee's option. In the event that the work for which the Employee has been called out takes fewer than 2.0 hours, the Employee may opt to work a lesser amount of time and receive compensation or time off for the actual time worked, with a minimum of one-half hour and rounded to the nearest one-half hour. If, by department policy, permission from a supervisor is necessary prior to leaving work, such permission shall be obtained.

~~65.~~ Those Employees scheduled for Standby Duty agree to be "available" for Call Out for the day or days scheduled. It shall be the responsibility of the Employee to be available by either

pager or phone, as specified by departmental policy, and to respond to the phone call and arrive at the worksite in accordance with departmental policy.

~~76.~~ All Employees scheduled for Public Works Standby Duty shall be properly trained on the Call-Out procedures and in the operation of all equipment required for Standby Duties.

~~87.~~ Standby Duty schedules shall be assigned in accordance with departmental policy. Employees will be given the opportunity to volunteer for Standby Duty. Such indications will be considered by the department when making assignments for Standby Duty, but shall not be binding.

~~98.~~ Any Employee, who has been scheduled for Standby Duty and either fails to be "available" or fails to report for work once notified, shall be subject to disciplinary action.

~~109.~~ Employees may request that their supervisor consider trading or rescheduling their Standby Duty assignment with another Employee. The supervisor shall retain the option of releasing the Employee from the scheduled Standby Duty assignment.

~~110.~~ An Employee shall not be required to work more than one week of Standby Duty assignment at a time without the mutual agreement of the Employee and the supervisor.

~~1211.~~ In the event a Call Out occurs which requires the Employee to work any amount of time between 12:00am and 11:59pm of a holiday, the Employee shall be paid for a minimum of 2.0 hours of time at 1.5 times their hourly rate of or receive equivalent CTO, at the Employee's option.

A. Example: Call Out begins at 11:30pm and ends at 1:30am, Employee receives 2 hours of pay at 1.5 times their hourly rate.

~~112.~~ Employees who live within 15 miles of their workplace shall have the option to take a Call Out vehicle home for the Call Out period. The Call Out vehicle shall be used solely for the purpose of responding to a call of official City business.

ARTICLE ~~XIX-XIII~~ VACATION LEAVE

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

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

A. For the First Five Years of Service. Employees shall earn and be credited with Vacation Leave at the rate of ~~10 workdays~~ (80.0 hours for those working 40.0 hours per week, ~~or~~

~~99.0 hours for those working 49.5 hours per week) or a 9/80 schedule per pay period~~ per year.

B. Commencing with the Sixth Year. Employees shall earn and be credited with Vacation Leave at the rate of ~~15 workdays~~ (120.0 hours for those working 40.0 hours per week, ~~or 148.5 hours for those working 49.5 hours per week) or a 9/80 schedule per pay period~~ per year.

C. Commencing with the Eleventh Year. Employees shall earn and be credited with Vacation Leave at the rate of ~~18 workdays~~ (144~~160~~.0 hours for those working 40.0 hours per week, ~~or 178.2 hours for those working 49.5 hours per week) or a 9/80 schedule per pay period~~ per year.

D. Commencing with the Sixteenth Year. Employees shall earn and be credited with Vacation Leave at the rate of ~~20 workdays~~ (160~~184~~.0 hours for those working 40.0 hours per week, ~~or 198.0 hours for those working 49.5 hours per week) or a 9/80 schedule per pay period~~ per year.

~~Commencing with the Twentieth Year.~~ Employees shall earn and be credited with Vacation Leave at the rate of ~~23 workdays~~ (184.0 hours for those working 40.0 hours per week, ~~or 227.7 hours for those working 49.5 hours per week) per year.~~

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

3. Vacation Leave ~~Buy Back Cash-Out.~~ Employees may not cash out Vacation Leave except as authorized annually under Eligible paid Leave Cash-Out or upon leaving City Service ~~or in the case of an emergency with City Manager approval.~~

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

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

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

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

ARTICLE ~~XV~~ XIV UNIFORMS AND UNIFORM ALLOWANCES

1. Uniform Allowances. Annually ~~on or before the dates indicated,~~ the City shall pay those Employees required to wear uniforms in the performance of their duties as follows:

<u>Job Class</u>	<u>Total 3/15</u>	<u>9/15</u>
Senior Public Safety Dispatcher	\$900.00	\$450.00
Public Safety Dispatcher I/II	\$900.00	\$450.00
Community Services Officer I/II	\$900.00	\$450.00

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

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

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

4. Consequences for Failure to Wear Required Uniform. It is each Maintenance Worker's responsibility to wear his/her City-supplied uniform, including work boots, while at work. The boots may be worn to and from work, but should otherwise only be used at work performing assigned duties. Any Maintenance Worker who fails to show up for work with any portion of the City-supplied uniform, including work boots, shall be on leave without pay until such time as that Maintenance Worker returns to work properly dressed. Continued failure to show up for work in full uniform shall result in progressive discipline up to and including termination. If a Maintenance Worker is injured due to his/her failure to wear work boots, the Maintenance Worker shall be subject to progressive discipline and such discipline shall not be considered "discrimination or retaliation" pursuant to California Labor Code Section 132a.

ARTICLE ~~IX~~ XV RETIREMENT BENEFITS

1. Classic Miscellaneous Employee Benefits. Except as provided in Section 2 of this Article, retirement benefits for represented Employees shall be as provided below:

A. CalPERS Benefits. The City agrees to provide the 2.0 percent at 55 CalPERS Retirement Plan, including the 1959 Survivor's Benefit Level 3, for Miscellaneous Employees. ~~The City will pay 100 percent of both the employee and employer contributions. PERS Employer Paid Member Contributions (EPMC) will be reported as "Special Compensation". The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS.~~

B. One-Year Final Compensation. The City provides one-year final compensation pursuant to Government Code Section 20042.

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

~~C.D. All miscellaneous employees covered by this Tentative Agreement and the successor MOU will receive an increase to their base hourly rate of 7.5 percent in exchange for Classic miscellaneous employees paying the full employee contribution along with PEPRAs employees as soon as practicable after CalPERS approval of the EPMC change.~~

2. PEPRA New Employees. The City agrees to provide 2.0% at 62 PERS Retirement Plan for Public Employees' Pension Reform Act of 2013 (PEPRA) New Miscellaneous Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPRA, no EPMC is available. Should any provision in this Agreement be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

~~3. Participation in Group Medical/Dental. Any eligible Employee approved for a service retirement shall be entitled to participate in a City-provided group medical/dental plan, as long as it is permissible by the insurance provider, and as long as the retiree makes full and prompt payment of the full premium costs to the City. At any time such payments fall in arrears, the retiree shall cease to be eligible for group health plan membership.~~

ARTICLE ~~XVI~~ MEDICAL & DENTAL INSURANCE

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

Time Period	Employee	Employee + One	Employee + Family
1/1/18 through 12/31/18	\$779.86	\$1,559.72	\$2,027.64
1/1/19 through MOU term	\$779.86	\$1,559.75	\$2,027.64
7/1/21 through MOU Term	\$813.64	\$1559.72	\$2027.64

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

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

2. Flexible Benefit Options. The City agrees to provide a ~~\$400.00-\$500.00~~ per month (employee only) and ~~\$575.00-\$700.00~~ per month (employee plus one or more dependents) Flexible Benefit Credit that may be used in lieu of the Core Flex Plan enrollment per Section 1 of this Article. The Flexible Benefit Credit may be divided among Dental Premiums, Flexible Spending Accounts, and Taxable Cash Option. An Employee must choose the Flexible Benefit Options during the Open Enrollment Period established in the Suisun City Flexible Benefits Plan.

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

ARTICLE ~~XIII~~ XVII LIFE INSURANCE AND DEFERRED COMPENSATION

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

2. ICMA Deferred Compensation Plan. The City agrees to provide the ICMA Deferred Compensation Plan as an optional benefit to City Employees. The City will match the Employee's contribution up to \$100.00 per pay period, or up to \$2,600 per fiscal year. The City's match will be contributed to participating Employees on a pay-period basis, however, once annually participating Employees may contribute and the City will match an amount larger than \$100, not to exceed the \$2,600 fiscal year maximum.

ARTICLE XVIII SUPPLEMENTAL INSURANCE

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

ARTICLE ~~XIV~~ XIX MILEAGE REIMBURSEMENT

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

ARTICLE ~~XI~~ XX WORKERS' COMPENSATION COVERAGE

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

ARTICLE ~~XII~~ XXI STATE DISABILITY INSURANCE COVERAGE

1. State Disability Insurance. The City shall participate under the State Disability Insurance Program (hereinafter "SDI") for employees represented by SCEA. ~~This program shall work as follows:~~

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

~~ARTICLE XIII LIFE INSURANCE AND DEFERRED COMPENSATION~~

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

~~2. ICMA Deferred Compensation Plan. The City agrees to provide the ICMA Deferred Compensation Plan as an optional benefit to City Employees. The City will match the Employee's contribution up to \$100.00 per pay period, or up to \$2,600 per fiscal year. The City's match will be contributed to participating Employees on a pay period basis, however, once annually participating Employees may contribute and the City will match an amount larger than \$100, not to exceed the \$2,600 fiscal year maximum.~~

~~ARTICLE XIV 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 XV UNIFORMS AND UNIFORM ALLOWANCES~~

~~1. Uniform Allowances. Annually on or before the dates indicated, the City shall pay those Employees required to wear uniforms in the performance of their duties as follows:~~

Job Class	3/15	9/15
Senior Public Safety Dispatcher	\$450.00	\$450.00
Public Safety Dispatcher I/II	\$450.00	\$450.00
Community Services Officer I/II	\$450.00	\$450.00

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

~~3. Work Boots. The City shall provide \$250.00 in the first pay period in July of each year to all Maintenance Workers who are required as a condition of employment to wear safety boots~~

Commented [CP2]: See Article XVII

Commented [CP3]: See Article XIX

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

~~4. Consequences for Failure to Wear Required Uniform. It is each Maintenance Worker's responsibility to wear his/her City-supplied uniform, including work boots, while at work. The boots may be worn to and from work, but should otherwise only be used at work performing assigned duties. Any Maintenance Worker who fails to show up for work with any portion of the City-supplied uniform, including work boots, shall be on leave without pay until such time as that Maintenance Worker returns to work properly dressed. Continued failure to show up for work in full uniform shall result in progressive discipline up to and including termination. If a Maintenance Worker is injured due to his/her failure to wear work boots, the Maintenance Worker shall be subject to progressive discipline and such discipline shall not be considered "discrimination or retaliation" pursuant to California Labor Code Section 132a.~~

Commented [CP4]: See Article XIV

~~ARTICLE XVI 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:~~

~~C. 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.~~

~~D. n 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.~~

~~E. Employees shall not be scheduled to work more than seven consecutive days without two scheduled days off, except in emergency situations.~~

~~F. 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.~~

~~G. 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.~~

~~All paid leave (Sick Leave, Vacation Leave, Holiday Leave, and CTO) shall be charged to the Employee's paid leave balance(s) for all hours not worked up to the scheduled hours for that day(s). For example, if an Administrative Assistant is off sick on a 9.0 hour day, that Employee's Sick Leave balance would be reduced by 9.0 hours for that absence. Similarly,~~

~~if a Holiday falls on a 9.0 hour Workday, the Employee would receive 8.0 hours of Holiday Time Off and the balance of 1.0 hour may be made up through use of Vacation Leave, Holiday Leave, or CTO. Sick Leave may not be used to make up for Holiday Time Off shortfalls.~~

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

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

Commented [CP5]: See Article IX

ARTICLE XVII OVERTIME AND COMPENSATORY TIME OFF

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

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

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

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

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

~~5. Overtime Credited as CTO. Except as provided in Section 6 of this Article, Overtime worked may be credited as CTO or be paid as Overtime at the discretion of the Employee. CTO will be credited at a rate of one and one-half times the Overtime hours worked. The maximum accumulation of CTO is as follows: under five years of City service: 80.0 hours; five to under ten years of City service: 90.0 hours; ten to under 15 years of City service: 100.0 hours; 15 years and over of City service: 120.0 hours. Any Overtime worked in excess of these limits shall be compensated on a paid basis.~~

~~6. Above CTO Limit. If an Employee is at or above the CTO limit, he/she will prospectively only get paid Overtime (as opposed to CTO) for Overtime worked. Once the CTO balance has been reduced by 40.0 hours below the limit, an Employee will again be allowed to accrue CTO as opposed to receiving Overtime pay. Upon separation of service, an Employee is entitled to receive the cash value of all accrued CTO.~~

~~7. CTO Buyback. Two alternatives exist for Employees to buyback (cash out) their CTO balances: Subsection A below applies to the buyback of CTO balances, and Subsection B below provides an alternative to Subsection A for the buyback of Eligible Paid Leave balances. Employees may only select one alternative.~~

~~Employees are allowed to buyback a maximum of 32.0 hours of CTO in December. The Administrative Services Department (ASD) will send out a request form that includes written verification of each Employee's current CTO balance. Employees may request buyback of CTO by filling out and signing the form provided by ASD. The form must be submitted to ASD by the date provided on the form. With the exception of the December buyback, Employees may not cash out CTO except upon leaving City Service or in the case of an emergency with City~~

Manager approval. No CTO buyback will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.

Employees are allowed to cash out a maximum of 32.0 hours of Eligible Paid Leave in December. The Administrative Services Department (ASD) will send out a request form that includes written verification of each Employee's current Eligible Paid Leave balances. Employees may request a buyback of Eligible Paid Leave by filling out and signing the form provided by ASD. The form must be submitted to ASD by the date provided on the form. With the exception of the November buyback, Employees may not cash out Eligible Paid Leave except upon leaving City Service or in the case of an emergency with City Manager approval. No Eligible Paid Leave buyback will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.

With respect to this Section, Eligible Paid Leave includes CTO, Holiday Leave, and/or Vacation Leave (in that order of usage). The buyback of Eligible Paid Leave is limited to the difference between the buyback limit of 32.0 hours less the number of Overtime hours earned during the calendar year to date. An example is provided below:

Assuming that the Employee has the following situation

Earned 8.0 hours of Overtime during the calendar year.

Has a balance of 12.0 hours of CTO.

Has a balance of 8.0 hours of Holiday Leave.

Has a balance of 42.0 hours of Vacation Leave.

Calculation of Eligible Paid Leave

Buyback Limit 32.0 hours

Less: Overtime Earned 8.0 hours

Eligible Paid Leave 24.0 hours

Buyback of Eligible Paid Leave

CTO balance 12.0 hours

Holiday Leave balance 8.0 hours

Vacation Leave balance 4.0 hours

Total Buyback 24.0 hours

Commented [CP6]: See Article X

ARTICLE XVIII STANDBY AND CALL-OUT PROCEDURES

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

1. Those Employees scheduled for weekday Standby Duty (from the end of the Workday on one day to the beginning of the next Workday during the workweek, which is from Monday evening through Friday [or every other Thursday for 9/80 Alternative Work Schedules] morning) will receive \$35.00 Standby Pay per day.
2. Those Employees scheduled for weekend Standby (from the end of the Workday on the last day of the regular workweek to the start of the Workday at the beginning of the next workweek) will receive \$40.00 Standby Pay per day.
3. Those Employees scheduled for Holiday Standby (from 12.00am to 11.59pm on recognized City Holiday) will receive \$50.00 Standby Pay per day.

4. ~~Those Public Works employees scheduled for weekly Standby Duty (from Monday at 12:00 a.m. through Sunday at 11:59 p.m.) will receive \$260.00 Standby Pay per week. This amount shall be adjusted accordingly for those weeks which include a holiday(s).~~

5. ~~In the event of a Call Out, the Employee shall be paid for a minimum of 2.0 hours of time at the appropriate pay rate or receive equivalent CTO, at the Employee's option. In the event that the work for which the Employee has been called out takes fewer than 2.0 hours, the Employee may opt to work a lesser amount of time and receive compensation or time off for the actual time worked, with a minimum of one-half hour and rounded to the nearest one-half hour. If, by department policy, permission from a supervisor is necessary prior to leaving work, such permission shall be obtained.~~

6. ~~Those Employees scheduled for Standby Duty agree to be "available" for Call Out for the day or days scheduled. It shall be the responsibility of the Employee to be available by either pager or phone, as specified by departmental policy, and to respond to the phone call and arrive at the worksite in accordance with departmental policy.~~

7. ~~All Employees scheduled for Public Works Standby Duty shall be properly trained on the Call Out procedures and in the operation of all equipment required for Standby Duties.~~

8. ~~Standby Duty schedules shall be assigned in accordance with departmental policy. Employees will be given the opportunity to volunteer for Standby Duty. Such indications will be considered by the department when making assignments for Standby Duty, but shall not be binding.~~

9. ~~Any Employee, who has been scheduled for Standby Duty and either fails to be "available" or fails to report for work once notified, shall be subject to disciplinary action.~~

10. ~~Employees may request that their supervisor consider trading or rescheduling their Standby Duty assignment with another Employee. The supervisor shall retain the option of releasing the Employee from the scheduled Standby Duty assignment.~~

11. ~~An Employee shall not be required to work more than one week of Standby Duty assignment at a time without the mutual agreement of the Employee and the supervisor.~~

12. ~~In the event a Call Out occurs which requires the Employee to work any amount of time between 12:00am and 11:59pm of a holiday, the Employee shall be paid for a minimum of 2.0 hours of time at 1.5 times their hourly rate or receive equivalent CTO, at the Employee's option. Example: Call Out begins at 11:30pm and ends at 1:30am, Employee receives 2 hours of pay at 1.5 times their hourly rate.~~

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

Commented [CP7]: See Article XII

~~ARTICLE XIX 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):

- ~~E. For the First Five Years of Service. Employees shall earn and be credited with Vacation Leave at the rate of 10 workdays (80.0 hours for those working 40.0 hours per week, or 99.0 hours for those working 49.5 hours per week) or a 9/80 schedule per pay period per year.~~
- ~~F. Commencing with the Sixth Year. Employees shall earn and be credited with Vacation Leave at the rate of 15 workdays (120.0 hours for those working 40.0 hours per week, or 148.5 hours for those working 49.5 hours per week) or a 9/80 schedule per pay period per year.~~
- ~~G. Commencing with the Eleventh Year. Employees shall earn and be credited with Vacation Leave at the rate of 18 workdays (144.0 hours for those working 40.0 hours per week, or 178.2 hours for those working 49.5 hours per week) or a 9/80 schedule per pay period per year.~~
- ~~H. Commencing with the Sixteenth Year. Employees shall earn and be credited with Vacation Leave at the rate of 20 workdays (160.0 hours for those working 40.0 hours per week, or 198.0 hours for those working 49.5 hours per week) or a 9/80 schedule per pay period per year.~~

~~Commencing with the Twentieth Year. Employees shall earn and be credited with Vacation Leave at the rate of 23 workdays (184.0 hours for those working 40.0 hours per week, or 227.7 hours for those working 49.5 hours per week) per year.~~

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

~~3. Vacation Leave Buy Back. Employees may not cash out Vacation Leave except upon leaving City Service or in the case of an emergency with City Manager approval.~~

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

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

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

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

Commented [CP8]: See Article XIII

ARTICLE XXII PAYROLL STATUS

1. Payroll Status. Any Regular Employee shall be considered to be in a Payroll Status if the Employee is employed by the City under the one of the following conditions:

- A. Working Full-Time.

- B. Working Part-Time.
 - C. Working on a restricted or limited duty basis.
 - D. Off work due to an injury or illness covered under Workers' Compensation.
 - E. Off work due to an injury or illness covered under State Disability Insurance.
 - F. Off work while on an approved leave of absence covered under the Family and Medical Leave Act (FMLA).
 - G. Off work while on an approved leave of absence covered under the California Family Rights Act (CFRA).
 - H. Off work while on an approved leave of absence covered under Pregnancy Disability Leave (PDL).
2. Continuation of City-Paid Insurance Premiums. The City shall continue to contribute the City's share of the health, life, and dental insurance premiums on behalf of an Employee who is receiving Workers' Comp/SDI benefits, as long as he/she is in a Payroll Status with the City or within the period provided in Chapter 10 of the Personnel Rules. An Employee is in a Payroll Status with the City, as long as he/she is using accrued Sick Leave, Vacation Leave, CTO, and/or Holiday Leave in conjunction with Workers' Comp/SDI benefits to create the equivalent of his/her normal paycheck exclusive of Overtime.
3. Non-Payroll Status.
- A. Any Employee who has exhausted his/her benefits under FMLA, CFRA, or PDL, and who is off work pursuant to Section 1, Subsections E. through H. of this Article, and who has insufficient accrued paid leave balances to create the equivalent of a normal paycheck exclusive of Overtime shall be considered to be in a Non-Payroll Status. Employees who are in a Non-Payroll Status will no longer accrue paid leave, and the City will no longer contribute the City's share of health insurance premiums on the Employee's behalf.
- B. An Employee off work pursuant to Section 1, Subsection D. of this Article, and who has insufficient accrued paid leave balances to create the equivalent of his/her normal paycheck exclusive of Overtime shall be considered in a Non-Payroll Status. The Employee will no longer accrue paid leave (Vacation, Sick, and Holiday); however, the City will continue to contribute the City's share of health insurance premiums on the Employee's behalf for a period of no more than 12 months from the date of injury.

ARTICLE XXI — SICK LEAVE

Rules regarding Sick Leave are set forth in Section 10.1 of the Personnel Rules.

Commented [CP9]: See Article XXIV

ARTICLE ~~XXII~~ XXIII

WORKERS' COMP/SDI MEDICAL LEAVE

1. Employee Options Regarding SDI Medical Leave. There are two options available to an Employee who is otherwise eligible for SDI insurance benefits, which are as follows:
 - A. Option 1: Not applying for disability insurance benefits and using accrued Sick Leave, Vacation Leave, CTO, and/or Holiday Leave.
 - B. Option 2: Applying for disability insurance benefits and integrating accrued paid leaves with the SDI benefits. Such accrued paid leaves shall include Sick Leave, Vacation Leave, CTO, and/or Holiday Leave, unless the Employee provides written notice to the City to limit the integration to only accrued Sick Leave with SDI benefits. If Option 2 is elected, the Employee shall stipulate on the application for SDI benefits whether the Employee is integrating Sick Leave with SDI benefits.
 - C. The amount of supplement for any hour of any normal Workday shall not exceed the difference between 100.0 percent of the Employee's normal gross salary rate and the "weekly benefit amount".
2. Medical Leave While on Workers' Comp/SDI. Employees who are off work on medical leave covered under Workers' Comp or SDI may supplement their insurance coverage benefits to ensure that they receive up to 100.0 percent of their normal pay.
3. How a Supplement is Treated. The Employee shall receive 100.0 percent of the Employee's gross salary rate until such time as the City is notified of the benefit paid to the Employee. The pay period following notification (normally the next pay period), the Employee will receive 100.0 percent of Employee's gross salary rate less the supplemental amount provided by Workers' Comp/SDI. Upon deduction of the amount equal to the supplemental amount from the Employee's gross pay, the Employee's Sick Leave, Vacation Leave, CTO, and/or Holiday Leave shall be credited to the Employee's appropriate benefit accounts in an amount equal to the Employee's hourly Pay Rate.
4. Paid Leave Accrual. An Employee shall earn Sick Leave and Vacation Leave benefits during any full bi-weekly pay period in which the Employee receives Workers' Comp/SDI benefits and is on Payroll Status. Furthermore, an Employee shall receive service credit for seniority and merit step increases during such a period, as long as the Employee is in a Payroll Status with the City, as provided in Article ~~XXII~~ XXIII.
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 ~~XXII~~ XXIV

SICK LEAVE

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

ARTICLE ~~XXIII~~-XXV FAMILY OR MEDICAL LEAVE

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

ARTICLE ~~XXIV~~-XXVI PREGNANCY DISABILITY LEAVE

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

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

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

ARTICLE XXVIII BEREAVEMENT / COMPASSIONATE LEAVE

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

ARTICLE ~~XXVII~~-XXIX CATASTROPHIC LEAVE-SHARING PROGRAM

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

ARTICLE ~~XXVIII~~-XXX JURY DUTY

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

ARTICLE ~~XXIX~~-XXXI MILITARY LEAVE

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

ARTICLE XXXII AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY

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

ARTICLE XXXIII UNAUTHORIZED LEAVE OF ABSENCE

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

ARTICLE ~~XXXIII~~ XXXIV PAID ADMINISTRATIVE LEAVE

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

ARTICLE ~~XXXIII~~ XXXV LEAVES IN CONJUNCTION WITH OTHER LEAVES

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

ARTICLE ~~XXXIV~~ XXXVI TOTAL LEAVES OF ABSENCE

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

ARTICLE XXXV DAYS OFF WITHOUT PAY

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

ARTICLE XXXVI MUNICIPAL HOLIDAYS

1. Recognized Holidays. The following are recognized as Holidays:
The first day of January, New Year's Day.
The third Monday in January, Martin Luther King's Birthday.
The third Monday in February, President's Day.
The last Monday in May, Memorial Day.
The fourth day of July, Independence Day.
The first Monday in September, Labor Day.
The second Monday in October, Columbus Day.
The eleventh day of November, Veteran's Day.

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

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

2. Observance. Except as provided in Section 6 of this Article when a Holiday falls on Sunday, it shall be observed on the following Monday. When a Holiday falls on Saturday, it shall be observed on the preceding Friday.
3. Holiday Time Off. Except as provided in Section 6 of this Article, an Employee will accrue 8.0 hours of Holiday Time Off when assigned to a workweek of 40.0 hours for each observed holiday. An Employee may use Vacation Leave, CTO, or work additional time (on an hour-for-hour basis) during the work period to make up the difference between their scheduled time and their accrued Holiday Time Off.
4. Holiday Time Off Usage. Holiday Time Off may be used as follows:
 - A. When a Holiday falls on a day when an Employee is scheduled to and is directed to work that day for a period of time equal to at least the number of hours of Holiday Time Off afforded to that Employee, the Employee shall be paid for the hours worked on an hour-for-hour basis and the Employee shall have an amount equal to the number of Holiday Time Off hours credited to his/her Holiday Leave balance.
 - B. When a Holiday falls on a day when an Employee is not scheduled to work and the Employee does not work that day, the Employee shall have an amount equal to the number of Holiday Time Off hours credited to his/her Holiday Leave balance.
 - C. When a Holiday falls on a day when an Employee is scheduled to work and the Employee does not work, the Employee shall be compensated as if he/she had worked that day consistent with Section 3 of this Article.
5. Holiday Leave Balance. Except as provided in Section 6 of this Article, Holiday Leave shall be accumulated separately from Vacation Leave. Holiday Leave may be used for paid leave purposes (essentially in the same manner as Vacation Leave). In order to encourage Employees to take advantage of their Holiday Leave, a maximum of 100 hours is allowed to accrue in that balance. Employees may not cash out Holiday Leave except as authorized annually under Eligible Paid Leave Cash Out or upon leaving City service ~~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. Employees Working Shifts at SCPD. Employees in the job classes working 24 hours per day seven days per week in the Suisun City Police Department (currently: ~~Senior Records & Communications Technician and Records & Communications Technician I/II~~ Senior Public Safety Dispatcher and Public Safety Dispatcher I/II) shall accrue Holiday Leave in lieu of taking Holidays off. Holiday Leave shall be accrued by adding 4.0 hours per pay period to the Holiday Leave account. All of the provisions of Section 5 of this Article apply to these Employees, except that the maximum Holiday Leave balance for these Employees shall be 200 hours.

ARTICLE ~~XXXVII-XXXIX~~ REIMBURSEMENT FOR EDUCATION OR TRAINING

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

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

ARTICLE ~~XXXVIII-XL~~ PROBATIONARY PERIOD

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

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

ARTICLE ~~XXXIX-XLI~~ PERFORMANCE EVALUATIONS

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

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

12. 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.

23. Procedure. The ~~Assistant City Manager~~ **Human Resources Unit** shall approve the format for performance evaluations, which may vary by department, Position, or Employee's responsibilities. The Employee's Department Head or designee will provide a written evaluation of the Employee's performance in a variety of skill or performance areas.

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

ARTICLE XLII GRIEVANCE PROCEDURE

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

ARTICLE XLIII DISCIPLINARY ACTION

1. Rules regarding the Disciplinary Action are set forth in Chapter 12 of the Personnel Rules. Section 12.8.2 of these Rules is hereby replaced with the following:

2. The Hearing Officer may be an arbitrator, a neutral third party, or a mediator. The Hearing Officer shall conduct an advisory review of the facts and issue a written opinion in the matter that is provided to all parties. The selection of an arbitrator, neutral third party, or mediator shall be by mutual agreement of the parties. All direct costs involved with having an arbitrator, neutral third party, or mediator review the matter will be borne equally by the parties involved. However, in the event the disciplinary action is completely reversed, the City shall reimburse the SCEA for its share of the cost of the arbitrator, third party, or mediator.

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

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

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

ARTICLE ~~XLII~~XLIV CONTRACTING OUT

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

ARTICLE ~~XLIII~~XLV EMPLOYEE ASSISTANCE PROGRAM

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

ARTICLE ~~XLIV~~XLVI IDENTIFICATION CARDS

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

ARTICLE ~~XLV~~XLVII LAYOFF AND REEMPLOYMENT

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

ARTICLE ~~XLVI~~XLVIII TEMPORARY MEASURES

1. Temporary Measures. In July of 2012, the Parties agree that due to economic conditions, as well as actions by the State of California, that the City was forced to seek concessions from its Employees. The Parties recognized that the City could balance its budget by laying off Employees, but the Parties agree that it was preferable to rely on concessions that would ensure the Employees did not lose their jobs and that the community did not suffer a more radical reduction in service delivery. The Parties met and conferred in good faith and agreed to certain concessions, as well as certain recompense for these concessions. The Parties have also agreed to their preferences for unwinding these concessions as the fiscal situation improved. The Pay Cuts and suspension of COLAs have been discontinued due to improved economic conditions, and the

Parties hereby declare that it is their mutual intention that the remaining concessions be temporary and that they be unwound as soon as they can possibly be removed without fiscal harm to the City.

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

- A. Selectively Fill Vacant Positions. The highest priority is the selective filling of some or all of the positions that are being held vacant.
- B. Relax Cash-Out Restrictions. In order to ensure that the agreed-upon concessions have the desired effect on the budget, the Parties understand and agree that the cashing out of paid leave needs to be restricted to ~~32 hours of CTO in December~~ 40 hours. After addressing Subsections 2.A. above, the Parties will meet and confer about relaxing the restrictions set forth in Section 7 of Article ~~XLVII~~ X and Section 5 of Article XXXVIII as funding becomes available.

ARTICLE ~~XLVII~~ XLIX

GENERAL PROVISIONS

- 1. Severability. If any provision of this Agreement should be held invalid or restrained by operation of law or by any court of competent jurisdiction, the remainder of this Agreement shall not be affected.
- 2. Full Understanding. The Parties agree that this Agreement sets forth the full and entire understanding of the Parties regarding the matters set forth herein, and verbal statements shall not supersede any of its provisions.
- 3. No Requirement to Meet and Confer. Except as otherwise provided in this Article, the Parties agree that neither Party shall be required to meet and confer concerning any specific provision of this Tentative Agreement of the successor MOU during the term of this Tentative Agreement or the successor MOU. ~~The Parties will meet and confer on the scheduling of Employees in the Suisun City Police Department including meal breaks and Standby Pay, and they will memorialize their agreement in a side letter.~~
- 4. Reopener. Upon the written request of the City Manager, the Parties agree to reopen negotiations during the term of this Tentative Agreement and the successor MOU for any one of the following situations:
 - A. A Declaration of a Fiscal Emergency by the City Council which could result in Layoffs if the Parties do not meet and confer on alternatives.
 - B. If any other bargaining group has an employment contract with the City of Suisun City that contains applicable compensation provisions that are more advantageous for the

Employees than this Agreement, the Parties agree to meet and confer on the modification of this Agreement.

- C. A positive or negative change occurs in the City's fiscal status that would affect the availability of funding for services provided in whole or in part by Employees represented by SCEA.
- D. Meet & confer on work rules affecting the Public Works Maintenance Division, which would include investigating options for ensuring that Public Works On-Call services are properly staffed.

~~E. Beginning as early as August 1, 2019, reopen negotiations to address the following issues:~~

- ~~• Additional wage increases;~~
- ~~• Orthodontic coverage options; and;~~
- ~~• Possibly to implement the Compensation Report (dated October 16, 2018) within the City's ability to pay.~~

~~E. Beginning as early as February 1, 2023, negotiations will reopen for fiscal year 2023/2024 and be completed no later than June 30, 2023.~~

~~F. Update/Amend/Replace the City's Employer-Employee Relations Resolution~~

~~G. Update/Amend the City's Administrative Directive AD7 – Personnel Rules and Regulations.~~

~~H. Notwithstanding the provisions of California Government Code section 20516.5, the Parties agree that the above-indicated represent the only bases for reopening the Tentative Agreement or the successor MOU during its term.~~

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

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

7. Successor Agreement. ~~This Agree shall be in full effect from January 1, 2019 through and including December 31, 2020.~~ Either Party may serve upon the other its written request to commence negotiations for a successor Agreement as early as ~~August 1, 2020~~ February 1, 2023. Upon receipt of such written notice, negotiations shall commence no later than 30 days thereafter. ~~The Parties hereby declare that it is their mutual interest to negotiate a multi-year successor~~

agreement ~~that implements the Class and Compensation Study~~ consistent with City Council policy direction within the limitations of the City's ability to pay.

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

9. Effective Date. The effective date of this Agreement shall be ~~January 1, 2019~~ July 1, 2021.

[SIGNATURES ON NEXT PAGE]

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

**CITY OF SUISUN CITY
REPRESENTATIVES:**

Gregory Folsom
City Manager

Christina Penland
Human Resources Administrator

Approved as to form
Aleshire & Wynder, LLP

Anthony R. Taylor, City Attorney

**SCEA
REPRESENTATIVES:**

Del Mallory
SEIU Local 1021, Area Field Director Region A

Marcos Zepeda
SEIU Local 1021, Field Representative

John Bryan, SCEA Acting President (VP)

Gemma Geluz, SCEA Shop Steward

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

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

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

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

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

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

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

The Parties agree as follows:

ARTICLE I RECOGNITION

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

Represented Job Classes

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

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

2. Human Resources Technician. The Classification of Human Resources Technician is Confidential, and as such is excluded from participating in collective bargaining or from revealing confidential information regarding collective bargaining; however, is otherwise represented by SCEA.

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

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

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

ARTICLE II CITY RIGHTS

1. Except as limited by the specific and express terms of this Agreement, the City hereby retains and reserves unto itself all rights, powers, authority, duty and responsibilities confirmed on and vested in it by the laws and the Constitution of the State of California, the Suisun City Code, and/or the laws and Constitution of the United States of America.
2. Regardless of any provision contained in this Agreement or which may be inferred from this Agreement, the City shall retain and shall have the right to exercise the following exclusive rights which include, but are not limited to, the following:
 - A. The right to hire and fire.
 - B. The right to determine the mission of its constituent departments, divisions, commissions, and boards.
 - C. The right to set standards of service and municipal fees and charges.
 - D. The right to determine the procedures and standards of selection for employment, assignment, transfer, and promotion of applicants and Employees, provided in the case of Employees that the exercise of such right shall not infringe on any rights that Employees have under this Agreement.
 - E. The right to direct its Employees.
 - F. The right to discharge or suspend Employees for just cause and take other disciplinary actions against its Employees as set forth herein.
 - G. The right to relieve its Employees from duty because of lack of work or other legitimate reasons.
 - H. The right to maintain the efficiency of governmental operations.
 - I. The right to determine the methods, means, and staffing to conduct governmental operations.
 - J. The right to determine and re-determine job content and job classifications.
 - K. The right to contract out any work which is now being performed by Employees of the City or which shall be performed in the future by Employees of the City, provided this only occurs in those situations where the tasks cannot be accomplished by current SCEA

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

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

ARTICLE III EMPLOYEE RIGHTS

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

ARTICLE IV PERSONNEL RULES AND REGULATIONS

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

ARTICLE V NO DISCRIMINATION

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

ARTICLE VI DUES, FEES, INSURANCE CHECK OFF

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

members of SCEA. SCEA hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. SCEA membership dues shall be deducted each pay period in accordance with City procedures and provisions of applicable law from the salary of each employee whose name is provided by SCEA.

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

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

ARTICLE VII UNION ACCESS

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

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

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

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

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

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

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

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

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

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

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

- C. Within 30 days of hire, and monthly thereafter, the City will provide SCEA/SEIU 1021 Membership Department with Employee contact information in electronic format as required by State law for all represented Employees.
- 1) Name
 - 2) Home Address
 - 3) Classification/Job Title
 - 4) Department
 - 5) Work Location
 - 6) Work, home and personal cellular telephone numbers
 - 7) Personal and work e-mail addresses
- D. Notwithstanding the foregoing, the City will not make any disclosures prohibited under Government Code sections 6254.3(c) & 6254.3 (a)(3).

ARTICLE VIII COMPENSATION

1. Salaries. Assuming allowable funding pursuant to the American Rescue Plan Act of 2021 (which guidelines have only recently been published) as a condition precedent, the City shall provide a premium pay to all bargaining unit employees as follows:
- A. Miscellaneous. The City will provide a \$2.00 per hour non-pensionable premium pay on top of the base pay rate for all represented miscellaneous job classes (except Dispatch classifications).
 - B. Dispatch Classifications. The City will provide a \$4.00 per hour non-pensionable premium pay on top of the base pay rate for all represented dispatch job classes.
 - C. Premium increases will be effective retroactively to July 1, 2021, if the Tentative Agreement is ratified and signed by Union at least one day prior to the City Council meeting scheduled for July 6, 2021. Alternatively, the premium increase will be effective the first full pay period after City Council adoption of the Tentative Agreement.
 - D. Payments will be made on a bi-weekly basis. All the hourly increases authorized herein will sunset June 30, 2023.
 - E. The previously provided Critical Staffing Retention and Recruiting Pay sunset/expired on June 30, 2021 and shall not be included in this successor MOU.

2. Incentive Pay. Upon recommendation of the Department Head and the approval of the City Manager or designee, the City will provide training incentives for special education and certification not already required as part of the Employee's job classification and obtained outside the Employee's working hours. Employees receiving Incentive Pay must maintain certification consistent with the rules of the issuing authority. Failure to do so will result in a suspension of this benefit for a period not to exceed six months. During this suspension period, the Employee must cure the reason for loss of certification, or the suspension shall become permanent.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX HOURS OF WORK

- 1. Attendance. Employees shall be in attendance at their workstation in accordance with departmental schedules unless on approved leave.
- 2. Work Schedules. At the discretion of the City, Regular, Full-Time Employees shall be assigned to one of the following work schedules:
 - A. A 40.0-hour workweek consisting of five consecutive 8.0-hour days in a seven-day period (hereinafter "5/40"), beginning at noon on Friday through noon on the following Friday. All other work schedules shall be considered Alternative Work Schedules.
 - B. An Alternative Work Schedule, such as four consecutive 10.0-hour days in a seven-day period beginning at noon on Friday through noon on the following Friday (hereinafter "4/10"), or nine workdays totaling 80 hours during a fourteen-day period beginning at noon on Friday through noon on the following Friday (hereinafter "9/80"), or any other configuration approved by the Department Head and City Manager. Assignment to an Alternative Work Schedule is subject to Department Head recommendation and City Manager approval and shall not be considered permanent. At such time as the Department Head and City Manager determine that the schedule does not meet departmental needs, the Employee shall be reassigned to another work schedule.
 - C. Employees shall not be scheduled to work more than seven consecutive days without two scheduled days off, except in emergency situations.
 - D. Employees assigned to an Alternative Work Schedule may have the start of the workweek changed in accordance with the requirements set forth in the Fair Labor Standards Act.
 - E. Employees may temporarily flex their schedules with the prior approval of their Department Head, so long as the new schedule meets the City's needs and the Employee works a full schedule or makes up the shortfall with paid leave.
 - F. All paid leave (Sick Leave, Vacation Leave, Holiday Leave, and CTO) shall be charged to the Employee's paid leave balance(s) for all hours not worked up to the scheduled hours for that day(s). For example, if an Administrative Assistant is off sick on a 9.0-hour day, that Employee's Sick Leave balance would be reduced by 9.0 hours for that absence. Similarly, if a Holiday falls on a 9.0-hour Workday, the Employee would receive 8.0 hours of Holiday Time Off and the balance of 1.0 hour may be made up through use of Vacation Leave,

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

3. Conflict with FLSA. The City and SCEA acknowledge that where this Article may conflict with the Fair Labor Standards Act, the Act shall take precedence.
4. Breaks. All Employees shall be entitled to receive a 15.0-minute break for every 4.0 hours of work or major fraction thereof.

ARTICLE X OVERTIME AND COMPENSATORY TIME OFF

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

1. 5/40 Work Schedule. For all Employees assigned to a 5/40 work schedule, all work performed in excess of 40.0 hours in a workweek or 8.0 hours in a day, that was approved in advance by the Department Head (except emergency Overtime associated with a Call Out), shall be paid at one and one-half times the Employee's regular pay.
2. Alternative Work Schedules. Employees on a 4/10 or a 9/80 Alternative Work Schedule shall not be eligible for Overtime until they have worked a full scheduled Workday.
3. Employee-Requested Flextime. In the event of pre-approved, Employee-requested flextime, Employees shall not be eligible for Overtime until they have worked a full scheduled workweek.
4. Paid Leave Considered Hours Worked. For purposes of Overtime computation, all paid time including Sick Leave, Vacation Leave, Holiday, and CTO shall be considered hours worked.
5. Overtime Credited as CTO. Except as provided in Section 6 of this Article, Overtime worked may be credited as CTO or be paid as Overtime at the discretion of the Employee. CTO will be credited at a rate of one and one-half times the Overtime hours worked. The maximum accumulation of CTO is as follows:
 - A. Under five years of City service: 80.0 hours;
 - B. Five to under ten years of City service: 90.0 hours;
 - C. Ten to under 15 years of City service: 100.0 hours;
 - D. 15 years and over of City service: 120.0 hours;
 - E. Any Overtime worked in excess of these limits shall be compensated on a paid basis.
6. Above CTO Limit. If an Employee is at or above the CTO limit, he/she will prospectively only get paid Overtime (as opposed to CTO) for Overtime worked. Once the CTO balance has

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

7. CTO Cash-Out. Employees are allowed to cash-out a maximum of 40.0 hours of CTO each January. The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each Employee's current CTO balance. Employees may make an irrevocable request for the upcoming calendar year January cash-out of accrued CTO by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form which must be in the calendar year preceding the January cash-out. With the exception of the November election, Employees may not elect cash-out of accrued CTO except upon leaving City Service. No CTO cash-out election will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.

ARTICLE XI ELIGIBLE PAID LEAVE CASH-OUT

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

ARTICLE XII STANDBY AND CALL-OUT PROCEDURES

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

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

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

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

ARTICLE XIII VACATION LEAVE

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

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

- A. For the First Five Years of Service. Employees shall earn and be credited with Vacation Leave at the rate of 80.0 hours for those working 40.0 hours per week or a 9/80 schedule per pay period per year.
- B. Commencing with the Sixth Year. Employees shall earn and be credited with Vacation Leave at the rate of 120.0 hours for those working 40.0 hours per week or a 9/80 schedule per pay period per year.
- C. Commencing with the Eleventh Year. Employees shall earn and be credited with Vacation Leave at the rate of 160.0 hours for those working 40.0 hours per week or a 9/80 schedule per pay period per year.
- D. Commencing with the Sixteenth Year. Employees shall earn and be credited with Vacation Leave at the rate 184.0 hours for those working 40.0 hours per week or a 9/80 schedule per pay period per year.

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

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

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

5. Illness During Vacation. If an Employee becomes ill while on Vacation Leave, Sick Leave may be authorized instead of Vacation Leave upon approval of the Department Head. The Department Head may require written physician's verification of the Employee's illness.
6. Separation From Service. Upon separation from service, an Employee is entitled to receive the cash value of all accrued Vacation Leave.
7. Upon Death. When separation is caused by death, payment equivalent to accrued Vacation Leave shall be made to the Employee's estate.

ARTICLE XIV UNIFORMS AND UNIFORM ALLOWANCES

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

<u>Job Class</u>	<u>Total</u>
Senior Public Safety Dispatcher	\$900.00
Public Safety Dispatcher I/II	\$900.00
Community Services Officer I/II	\$900.00

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

2. Other Uniforms. During the term of this Agreement, the City shall continue to supply Maintenance Workers and Building Maintenance Workers with the required uniform components as determined by the Public Works Director in a written departmental policy, and the Administrative Assistant I/II assigned to the Fire Department with required uniform components as determined by the Fire Chief in a written departmental policy.
3. Work Boots. The City shall provide \$250.00 in the first pay period in July of each year to all Maintenance Workers who are required as a condition of employment to wear safety boots towards the purchase and maintenance of such "work boots." The Employee shall be responsible for making the purchase from any vendor of the work boots that meet the following requirements: steel toes, oil resistant soles, and a minimum of six (6) inches of ankle support. If the work boots should become damaged or worn out before the next July, the City may approve the payment of up to \$250.00 for a replacement pair of work boots. This provision shall only apply in cases where the wear and tear or damage occurred through the normal course of employment with the City.
4. Consequences for Failure to Wear Required Uniform. It is each Maintenance Worker's responsibility to wear his/her City-supplied uniform, including work boots, while at work. The boots may be worn to and from work but should otherwise only be used at work performing assigned duties. Any Maintenance Worker who fails to show up for work with any portion of the City-supplied uniform, including work boots, shall be on leave without pay until such time

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

ARTICLE XV RETIREMENT BENEFITS

1. Classic Miscellaneous Employee Benefits. Except as provided in Section 2 of this Article, retirement benefits for represented Employees shall be as provided below:

- A. CalPERS Benefits. The City agrees to provide the 2.0 percent at 55 CalPERS Retirement Plan, including the 1959 Survivor's Benefit Level 3, for Miscellaneous Employees. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS.
- B. One-Year Final Compensation. The City provides one-year final compensation pursuant to Government Code Section 20042.
- C. Sick Leave Conversion. The City provides Credit for Unused Sick Leave pursuant to Government Code Section 20965.
- D. All miscellaneous employees covered by this Tentative Agreement and the successor MOU will receive an increase to their base hourly rate of 7.5 percent in exchange for Classic miscellaneous employees paying the full employee contribution along with PEPRAs employees as soon as practicable after CalPERS approval of the EPMC change.

2. PEPRA New Employees. The City agrees to provide 2.0% at 62 PERS Retirement Plan for Public Employees' Pension Reform Act of 2013 (PEPRA) New Miscellaneous Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPRA, no EPMC is available. Should any provision in this Agreement be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

ARTICLE XVI MEDICAL & DENTAL INSURANCE

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

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

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

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

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

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

ARTICLE XVII LIFE INSURANCE AND DEFERRED COMPENSATION

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

2. ICMA Deferred Compensation Plan. The City agrees to provide the ICMA Deferred Compensation Plan as an optional benefit to City Employees. The City will match the Employee's contribution up to \$100.00 per pay period, or up to \$2,600 per fiscal year. The City's match will be contributed to participating Employees on a pay-period basis, however, once annually participating Employees may contribute and the City will match an amount larger than \$100, not to exceed the \$2,600 fiscal year maximum.

ARTICLE XVIII SUPPLEMENTAL INSURANCE

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

ARTICLE XIX MILEAGE REIMBURSEMENT

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

ARTICLE XX WORKERS' COMPENSATION COVERAGE

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

ARTICLE XXI STATE DISABILITY INSURANCE COVERAGE

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

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

ARTICLE XXII PAYROLL STATUS

1. Payroll Status. Any Regular Employee shall be considered to be in a Payroll Status if the Employee is employed by the City under the one of the following conditions:

- A. Working Full-Time.
- B. Working Part-Time.
- C. Working on a restricted or limited duty basis.
- D. Off work due to an injury or illness covered under Workers' Compensation.
- E. Off work due to an injury or illness covered under State Disability Insurance.
- F. Off work while on an approved leave of absence covered under the Family and Medical Leave Act (FMLA).
- G. Off work while on an approved leave of absence covered under the California Family Rights Act (CFRA).
- H. Off work while on an approved leave of absence covered under Pregnancy Disability Leave (PDL).

2. Continuation of City-Paid Insurance Premiums. The City shall continue to contribute the City's share of the health, life, and dental insurance premiums on behalf of an Employee who is receiving Workers' Comp/SDI benefits, as long as he/she is in a Payroll Status with the City or within the period provided in Chapter 10 of the Personnel Rules. An Employee is in a Payroll Status with the City, as long as he/she is using accrued Sick Leave, Vacation Leave, CTO, and/or Holiday Leave in conjunction with Workers' Comp/SDI benefits to create the equivalent of his/her normal paycheck exclusive of Overtime.

3. Non-Payroll Status.

- A. Any Employee who has exhausted his/her benefits under FMLA, CFRA, or PDL, and who is off work pursuant to Section 1, Subsections E. through H. of this Article, and who has insufficient accrued paid leave balances to create the equivalent of a normal paycheck exclusive of Overtime shall be considered to be in a Non-Payroll Status. Employees who are in a Non-Payroll Status will no longer accrue paid leave, and the City will no longer contribute the City's share of health insurance premiums on the Employee's behalf.
- B. An Employee off work pursuant to Section 1, Subsection D. of this Article, and who has insufficient accrued paid leave balances to create the equivalent of his/her normal paycheck exclusive of Overtime shall be considered in a Non-Payroll Status. The Employee will no longer accrue paid leave (Vacation, Sick, and Holiday); however, the City will continue to contribute the City's share of health insurance premiums on the Employee's behalf for a period of no more than 12 months from the date of injury.

ARTICLE XXIII WORKERS' COMP/SDI MEDICAL LEAVE

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

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

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

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

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

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

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

ARTICLE XXIV SICK LEAVE

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

ARTICLE XXV FAMILY OR MEDICAL LEAVE

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

ARTICLE XXVI PREGNANCY DISABILITY LEAVE

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

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

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

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

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

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

ARTICLE XXVIII BEREAVEMENT / COMPASSIONATE LEAVE

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

ARTICLE XXIX CATASTROPHIC LEAVE–SHARING PROGRAM

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

ARTICLE XXX JURY DUTY

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

ARTICLE XXXI MILITARY LEAVE

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

ARTICLE XXXII AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY

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

ARTICLE XXXIII UNAUTHORIZED LEAVE OF ABSENCE

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

ARTICLE XXXIV PAID ADMINISTRATIVE LEAVE

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

ARTICLE XXXV LEAVES IN CONJUNCTION WITH OTHER LEAVES

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

ARTICLE XXXVI TOTAL LEAVES OF ABSENCE

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

ARTICLE XXXVII DAYS OFF WITHOUT PAY

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

ARTICLE XXXVIII MUNICIPAL HOLIDAYS

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

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

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

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

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

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

ARTICLE XXXIX REIMBURSEMENT FOR EDUCATION OR TRAINING

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

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

ARTICLE XL PROBATIONARY PERIOD

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

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

ARTICLE XLI PERFORMANCE EVALUATIONS

1. Annual Performance Evaluation. Every Regular Employee in the Classified Service shall receive a performance evaluation by his/her immediate supervisor at least annually. The annual review will normally occur within 30 days of the Employee's Anniversary Date, unless an alternate schedule is approved by the City Manager.
2. Purpose. The purpose of the Annual Performance Evaluation is to promote the successful performance of all City Employees through a process that provides feedback on past performance and directs future performance by identifying performance goals and objectives.
3. Procedure. The Human Resources Unit shall approve the format for performance evaluations, which may vary by department, Position, or Employee's responsibilities. The Employee's Department Head or designee will provide a written evaluation of the Employee's performance in a variety of skill or performance areas.
4. Merit Increases. In order to advance to a higher step in the salary range, the evaluation must demonstrate that the advancement is merited on the basis of job performance. Performance ratings shall guide supervisors and Department Heads in determining whether merit advancements have been earned and should be recommended to the City Manager. Department Heads shall have the authority and responsibility to withhold or delay merit advancements if such advancement is not merited.

ARTICLE XLII GRIEVANCE PROCEDURE

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

ARTICLE XLIII DISCIPLINARY ACTION

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

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

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

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

ARTICLE XLIV CONTRACTING OUT

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

ARTICLE XLV EMPLOYEE ASSISTANCE PROGRAM

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

ARTICLE XLVI IDENTIFICATION CARDS

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

ARTICLE XLVII LAYOFF AND REEMPLOYMENT

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

ARTICLE XLVIII TEMPORARY MEASURES

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

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

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

ARTICLE XLIX GENERAL PROVISIONS

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

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

3. No Requirement to Meet and Confer. Except as otherwise provided in this Article, the Parties agree that neither Party shall be required to meet and confer concerning any specific provision of this Tentative Agreement of the successor MOU during the term of this Tentative Agreement or the successor MOU.

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

- A. A Declaration of a Fiscal Emergency by the City Council which could result in Layoffs if the Parties do not meet and confer on alternatives.
- B. If any other bargaining group has an employment contract with the City of Suisun City that contains applicable compensation provisions that are more advantageous for the Employees than this Agreement, the Parties agree to meet and confer on the modification of this Agreement.
- C. A positive or negative change occurs in the City's fiscal status that would affect the availability of funding for services provided in whole or in part by Employees represented by SCEA.
- D. Meet & confer on work rules affecting the Public Works Maintenance Division, which would include investigating options for ensuring that Public Works On-Call services are properly staffed.
- E. Beginning as early as February 1, 2023, negotiations will reopen for fiscal year 2023/2024 and be completed no later than June 30, 2023.
- F. Update/Amend/Replace the City's Employer-Employee Relations Resolution
- G. Update/Amend the City's Administrative Directive AD7 – Personnel Rules and Regulations.
- H. Notwithstanding the provisions of California Government Code section 20516.5, the Parties agree that the above-indicated represent the only bases for reopening the Tentative Agreement or the successor MOU during its term.

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

**CITY OF SUISUN CITY
REPRESENTATIVES:**




Gregory Folsom
City Manager

Christina Penland
Human Resources Administrator

**SCEA
REPRESENTATIVES:**




Del Mallory
SEIU Local 1021, Area Field Director Region A

Marcos Zepeda
SEIU Local 1021, Field Representative

John Bryan, SCEA Acting President (VP)

Gemma Geluz, SCEA Shop Steward

Approved as to form
Aleshire & Wynder, LLP



Anthony R. Taylor, City Attorney

RESOLUTION NO. 2021-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) WITH THE
SUISUN CITY POLICE OFFICERS' ASSOCIATION (SCPOA) AND AUTHORIZING
THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY.**

WHEREAS, the Suisun City Police Officers' Association (SCPOA) Memorandum of Understanding (MOU) 2018-20 expired on June 30, 2021; and

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

WHEREAS, on July 6, 2021, the City Council approved the Tentative Agreement deal points reached by the City and SCPOA's authorized labor representatives regarding a new MOU for the period from July 1, 2021 through June 30, 2023 (SCPOA MOU 2021-23) with the adoption of Resolution No. 2021-__;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City hereby adopts Resolution No. 2021-__: Approving the Memorandum of Understanding (MOU) with the Suisun City Police Officers' Association (SCPOA) 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 17th day of August, 2021, by the following vote:

AYES:	Council Members:	_____
NOES:	Council Members:	_____
ABSENT:	Council Members:	_____
ABSTAIN:	Council Members:	_____

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

Donna Pock, CMC
Deputy City Clerk

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SUISUN CITY
AND
THE SUISUN CITY POLICE OFFICERS' ASSOCIATION**

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

Tentative Agreement Approved by City Council July 6, 2021
MOU Approved by City Council August 17, 2021

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SUISUN CITY
AND
THE SUISUN CITY POLICE OFFICERS' ASSOCIATION**

This Agreement ~~signed on March __, 2019,~~ is entered into ~~as of January 1, 2019,~~ between the City of Suisun City, (hereinafter "City"), and the Suisun City Police Officers' Association, (hereinafter "SCPOA").

Pursuant to Government Code Section 3500 *et seq.* and the City of Suisun City Employer/Employee Relations Resolution No. 74-33, the following represents the Agreement reached between the City and the SCPOA, the terms of which will apply to current Employees ~~on the date of ratification and effective January 1, 2019 through December 31, 2020 represented by the SCPOA.~~

UNDERSTANDING AND AGREEMENTS

ARTICLE I RECOGNITION

The City ~~of Suisun City~~ recognizes the ~~Suisun City Police Officers' Association-SCPOA~~ as the exclusive representative for all matters relating to terms and conditions of employment pursuant to Government Code Section 3500 *et seq.* The SCPOA is the exclusive representative for ~~those job classes listed in Exhibit A as Police Sergeant and Police Officer, attached hereto and incorporated as part of this Agreement.~~

ARTICLE II MANAGEMENT RIGHTS AND RESPONSIBILITIES

1. The SCPOA recognizes and agrees that the City Council of the City of Suisun City (hereinafter "City Council"), on its own behalf and on the behalf of the electorate of the City through its bona fide agents, retains and reserves unto itself, limited only by the Articles of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it, express or implied, by the laws and the Constitutions of the State of California and of the United States of America.
2. The SCPOA recognizes and agrees that the exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City Council, the adoption of the policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by specific and expressed terms of this Agreement.
3. The SCPOA recognizes and agrees that the City Council's powers, rights, authority, duties, and responsibilities include, but without limiting the generality of the foregoing, the exclusive right to manage, plan, organize, staff, direct and control; to determine levels of service; to establish and change standards; to determine solely the extent to which the facilities of any department thereof

shall be operated, including the outside purchase of products or services; the right to introduce new, or improved methods and facilities; and to otherwise take any action desired to run the entire operation efficiently, except as modified by the meet and confer requirement and this Agreement.

4. Any material conflict between this Agreement and approved policies and procedures shall be resolved through the meet and confer process by the City Manager and the SCPOA. Until such resolution, the approved City policies and procedures shall take precedence.

ARTICLE III SUPPORT OF AGREEMENT

1. During the term of this Agreement, the City agrees not to negotiate with any other organization on matters upon which the SCPOA is the exclusive representative and which is within its scope of representation.

2. The SCPOA agrees to negotiate only with the representative officially designated by the City to act on its behalf.

3. It is agreed that neither SCPOA, nor the City shall discriminate against any Employee because of race, national origin, gender, SCPOA membership, or refusal to join SCPOA. The City will not retaliate against any Employee on account of his/her membership in SCPOA, or for exercising his/her lawful rights in SCPOA-related activities.

ARTICLE IV UNION TIME

1. Negotiating Sessions. The Parties agree that union business should generally be conducted off City premises and, on the members' own time. The Parties also agree that it is in each Party's interest that the lines of communications remain open and accessible to representatives of both SCPOA and the City. Accordingly, any member serving on the SCPOA's negotiating team shall not suffer a loss of compensation for participating in meet and confer negotiating sessions. Further, negotiating team members may meet for a period of approximately one-half hour before and after the negotiating sessions. No approval is required if the negotiating session is occurring on the member's day off. Members will not be compensated for their participation in negotiating sessions that occur on days that they are not scheduled to work.

2. Union Meetings. Union meetings should generally be conducted off City premises and on the members' own time. ~~In order to~~To ensure that members are not disenfranchised, the City agrees to provide paid release time to members on duty, as long as such release time is requested in advance and approved by the City Manager or Designee. The use of City facilities such as the Burdick Center for union meetings may also be approved by the City Manager or Designee, whenever either determines that it would be in the City's interest to do so.

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

A. The City will provide SCPOA notice of a pending New Employee Orientation within one (1) business day of the execution of an employment offer letter.

B. One (1) SCPOA 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. SCPOA 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, SCPOA will provide to Human Resources the name and the contact information of its participating representative. The City and SCPOA will mutually agree to a suitable time during the New Employee Orientation for SCPOA'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 SCPOA with Employee contact information in electronic format as required by State law for all represented Employees.

ARTICLE V REDUCTION IN WORK FORCE

In the event that a reduction in the workforce is necessary, the City Manager and the SCPOA shall meet and confer regarding an equitable procedure and/or options to avoid the reduction in the workforce. It is not the intent of the City to lay off a Police Officer in order to replace him/her with a Reserve Police Officer.

ARTICLE VI USE OF RESERVE POLICE OFFICERS

The City has an interest in utilizing Reserve Police Officers to assist in patrolling the City and performing other duties to augment services provided to the community by members of SCPOA. The City does not have an interest in supplanting the services of members of SCPOA. The Parties agree that once properly trained, Reserve Police Officers may be assigned to patrol the City, may perform office duties (such as property and evidence, dispatching, filing, etc.), or may perform other duties as assigned. Reserve Police Officers may be assigned a regular shift to augment the minimum staffing level, as determined by the Police Chief in the General Orders. Reserve Police Officers may fill in for members of the SCPOA who have been assigned a regular shift, but are unavailable for duty for the period in question, provided that SCPOA

members have been offered and have rejected the offer to work on an Overtime basis. Such offers shall be made based on seniority within job class within the department.

ARTICLE VII 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 SCPOA. 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-Miliias-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. The Personnel Rules are incorporated herein by this reference; however, the costs associated with the hearing officer provided for in ~~Section 12-8-AD 7~~ with regard to the Level Two appeal of a disciplinary action shall be paid for 100 percent by the City in the case of SCPOA.

ARTICLE VIII COMPENSATION

1. Base Salary. ~~Effective December 28, 2018, the City will provide hourly compensation for all represented job classes consistent with Exhibit A. Payments will be made on a bi-weekly basis.~~

~~Effective December 28, 2018, Exhibit A will reflect a 4% increase to base wages.~~

~~Effective January 2, 2020, Exhibit B will reflect an automatic COLA of 3.9%, which is based on the 2018 Consumer Price Index (CPI) calculated by the U.S. Department of Labor, Bureau of Labor Statistics for the San Francisco Oakland Hayward region for Urban Wage Earners and Clerical Workers.~~

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

- A. The City will provide a \$6.00 per hour non-pensionable premium pay on top of the base pay rate for all represented job classes.
- B. Premium increases will be effective retroactively to July 1, 2021, if the Tentative Agreement is ratified and signed by Union at least one day prior to the City Council meeting scheduled for July 6, 2021. Alternatively, the premium increase will be effective the first full pay period after City Council adoption of the Tentative Agreement.
- C. Payments will be made on a bi-weekly basis. All the hourly increases authorized herein will sunset June 23, 2023.

D. The previously provided Critical Staffing Retention and Recruiting Pay sunset/expired on June 30, 2021 and shall not be included in this successor MOU.

2. Police Officer Merit Increases. Notwithstanding ~~Administrative Directive AD 7~~, the "Anniversary Date" for Police Officers is twelve months from the date of hire instead of the date of completion of probation. Police Officers are eligible for merit increases on their Anniversary Date and annually thereafter. However, upon the successful completion of Probation with 18 months service, a Police Officer at B Step is eligible to advance to C Step. This advance to C Step will not change the employee's Anniversary Date or eligibility for future Merit Increases on their Anniversary Date. When a Police Officer's Probation is extended, his/her Anniversary Date may be modified. Police Officers, who are not at the top step of their Pay Range shall be eligible to advance to the next step in the range within the timeframes indicated above, subject to a performance evaluation and the Police Chief's recommendation.

3. Police Sergeant Merit Increases. All newly appointed Police Sergeants will serve a probationary period of 12 months. All Police Sergeants who have successfully completed their probationary period will be eligible for a merit increase. Advancement within a Pay Range shall not be automatic; all increases shall be based on merit. Annually on the anniversary of the appointment to Police Sergeant, Employees will be eligible to advance to the next higher step. Police Sergeants, who are not at the top step of their Pay Range shall be eligible to advance to the next step in the range within the timeframes indicated above, subject to a performance evaluation and the Police Chief's recommendation.

4. POST Certificate Pay. ~~During the term of this Agreement,~~ Certificate Pay shall be provided for Employees who have earned a Peace Officer Standards and Training, (hereinafter "POST") Basic Certificate, Intermediate Certificate and POST Advanced Certificate. ~~shall be granted with the Pay will be provided the~~ pay period immediately following receipt of the certification from POST effective the issue day of the certificate. ~~The City agrees to pay Certificate Pay in an amount equal to 1.0 percent of Base Salary for Police Officers and Police Sergeants who have earned a POST Basic Certificate, beginning December 28, 2018. The City agrees to pay an additional 1.0 percent beginning on January 1, 2020 and thereafter for a POST Basic Certificate for a total of 2.0 percent.~~

A. POST Basic Certificate. The City agrees to pay 2.0 percent of Base Salary for Police Officer and Police Sergeants who have earned a POST Basic Certificate.

B. POST Intermediate Certificate. The City agrees to pay ~~certificate pay in the amount of an additional 5.0 percent of Base Salary above POST Basic Certificate Pay~~ for Police Officers and Police Sergeants who have earned a POST Intermediate Certificate, ~~and to~~

C. POST Advanced Certificate. The City agrees to pay ~~Certificate Pay in an amount equal to an additional 5.0 percent of Base Salary plus above~~ POST Intermediate Certificate Pay for Police Officers and Police Sergeants who have earned a POST Advanced Certificate. ~~Exhibit~~

~~A displays the Regular Salaries that include the adjustments for Certificate Pay and Assignment Pay.~~

~~45. Police Corporal Assignment Pay. The Parties have agreed to eliminate the Advanced Assignment and Career Development Program that has been codified as Policy 1003, and replace it with the Police Corporal Assignment Program.~~

~~Maximum Assignments. Up to seven (7) Police Corporal assignments are authorized, subject to a reduction to six (6) assignments if the authorized full-time Police Sergeant staffing is increased from four (4) to five (5) positions.~~

~~Minimum Eligibility. In order to be eligible for the Police Corporal assignment, an applicant must meet the following minimum requirements:~~

~~a. Two (2) years of experience as a police officer within Suisun City.~~

~~b. Six (6) months of experience as a designated OIC with Suisun City.~~

~~c. Experience serving as a Field Training Officer.~~

~~Police Officers, serving on Special Assignment as Police Corporals, who are not receiving any other Assignment Pay, shall receive additional pay for this assignment. Police Corporal Assignment Pay shall be calculated as an hourly rate equivalent to 5.0 percent of the employee's base hourly rate of pay. The Police Corporal Special Assignment program will be codified in the Suisun City Police Department Policy Manual.~~

~~76. Field Training Officer Assignment Pay. Police Officers, who are certified FTO Trainers, and not receiving any other Assignment Pay, shall be afforded receive FTO Assignment Pay while they are training a regular or reserve officer. At no time shall FTO Assignment Pay for one or more FTOs who are training the same trainee for one shift exceed the total hours worked by the trainee during that shift. FTO Assignment Pay shall be calculated as an hourly rate equivalent to 5.0 percent of the applicable E Step Police Officer Regular Salary employee's base hourly rate of pay.~~

~~87. Officer-in-Charge Assignment Pay. Police Officers, who are not receiving Advanced any other Assignment Pay, shall be afforded receive OIC Assignment Pay while they are serving as the Officer in Charge (hereinafter "OIC") in the absence of a Police Sergeant for a period of at least one hour. OIC Assignment Pay shall be calculated as an hourly rate equivalent to 2.5-5.0 percent of the applicable E Step Police Officer Regular Salary employee's base hourly rate of pay.~~

~~8. Detective Assignment Pay. Police Officers and Sergeants serving on special assignment as Detective, who are not receiving any other Assignment Pay, shall receive Detective Assignment Pay. Detective Assignment Pay shall be calculated as an hourly rate equivalent to 5.0 percent of the employee's base hourly rate of pay.~~

~~59. Vehicle Assignment. Having personnel with expertise in investigations on an on-call status is crucial to the daily operations of this agency. Those personnel assigned to Investigations are required to respond as rapidly as possible to an event requiring their expertise. For this reason, the Department may assign a take-home vehicle to members assigned to Investigations and subject to being on-call. It is the policy of the Suisun City Police Department to restrict the~~

assignment of such vehicles to individuals within a 75-mile radius from the Police Department, except as otherwise approved by the Police Chief.

Members assigned a take home vehicle are to adhere to the provisions of the Police Department's Vehicle Use and Drug and Alcohol-Free Workplace policies, except as follows:

- A. Members assigned to Investigations, with the approval from the Police Commander, are authorized to take an assigned city vehicle home. City owned vehicles are to be left at the Police Department during vacations or other periods of leave or extended leave or extended absence, except as authorized by the Police Commander.
- B. When a member is on-call, the vehicle may be operated for local usage to maintain their on-call availability and in lieu of on-call or standby compensation. The member is required to be reachable by phone, able to return to work within 60 minutes of being called and is to refrain from activities which might impair their ability to safely perform assigned duties.
- C. When a member is not on-call, off duty usage is restricted to travel to and from work or other work-related purposes. Limited, incidental personal business while traveling to and from work is allowable.
- D. Members may carry passengers in the vehicle; however, they shall not dress in a manner or exhibit conduct that will bring discredit upon the City. Members are responsible for the appearance and conduct of all passengers in their take-home vehicle.

~~610.~~ Acting Pay. The City will provide Acting Pay of 5.0 percent for a Police Officer assigned to work as an acting Police Sergeant.

11. Bilingual Pay. An Employee fluent in Spanish, Tagalog or other language, the use of which the City Manager has determined to be of benefit to the City (based on the recommendation of the Police Chief), shall be paid \$46.15 per pay period upon written approval by the City Manager. Fluency shall be certified by a test administered through the Human Resources office. In order to become certified, an Employee must achieve a score of at least 9 on a scale of 12. A certified Employee shall request Bilingual Incentive Pay on a form approved by the City Manager. Employees shall be recertified at least once every two years.

~~1012.~~ Night TimeNighttime Hours Differential. The City will provide a ~~Night TimeNighttime~~ Hours Differential equal to 2.5% of the base salary for Police Officers and Police Sergeants assigned to work any payable amount of time (to the nearest 15 minutes) between the hours of 6:00pm – 6:00am.

A. The ~~Night TimeNighttime~~ differential shall not be paid to any day shift personnel, unless approved by the night shift supervisor to cover a vacancy after 6:00pm.

B. The ~~Night Time~~Nighttime hours differential shall be payable only for time worked during the shift premium period and shall not be paid for non-work time such as sick leave, vacation, or other paid leave.

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

~~ARTICLE IX~~ LIFE INSURANCE

~~Group Life Insurance. The City agrees to keep a life insurance policy in full force and effect that provides a \$200,000 death benefit for each represented member.~~

Commented [CP1]: See Article XVII

ARTICLE ~~X~~ IX HOURS OF WORK

1. Workweek/Workday. ~~Except as provided in Section 3 of Article XXV, the following applies to workweeks and Workdays:~~

- A. For full-time Employees the normal workweek will be 40.0 hours of five consecutive days within any seven-day period, and the Workday will be 8.0 hours within any 24-hour period. This does not prohibit the City from extending the Workday or workweek pursuant to the Overtime provisions of this Agreement.
- B. The workweek will begin on Friday at noon and end the following Friday at noon.
- C. The Parties agree that if an Employee is assigned to a 4/10 alternative work schedule (hereinafter "AWS"), that Employee shall have a normal workweek of 40.0 hours or four consecutive days within any seven-day period, and the Workday will be 10.0 hours. Time worked in excess of 10.0 hours per day shall be subject to the Overtime provisions of this Agreement.
- D. The Parties agree to meet and confer regarding work hours and related Overtime provisions of alternative work schedules such as the 3/12, 4/10, and 9/80 AWS plans. A side letter will be utilized to document the understanding of the Parties regarding such alternative work schedules.

2. Overtime Pay. For the purpose of Overtime and minimum time calculations, an Employee may not be paid twice for the same time period. If time periods overlap, the time shall be calculated as a continuous work period. ~~—Except as provided in Section 4 of Article XXV, the following applies to Overtime Pay:~~

- A. The City agrees to compensate Employees scheduled for five days, 8.0 hours per day, in the workweek, or four days, 10.0 hours per day if assigned to a 4-10 AWS, at a rate of one and

one-half times the Employees' regular rate (hereinafter "Overtime Rate") for each hour of work required in excess of their scheduled hours per Workday or 40.0 hours per workweek.

- B. Employees shall be compensated at the applicable Overtime Rate for work assigned in excess of the regularly scheduled work hours.
- C. All time on paid leave status will be considered hours worked for the purpose of computing Overtime.
- D. Work schedules may be temporarily realigned for Employees attending Job-Related Training. Consistent with the realigned work schedule, Employees traveling to and from such training outside of those work hours, minus the time it would take to drive to and from their residence to the SCPD, shall be compensated by the City. The Employee shall receive written approval in advance for such compensated travel.

~~E.~~

- ~~F.E.~~ Employees attending job-related, assigned training shall receive credit for the total amount of hours scheduled for that training if it is less ~~that than~~ the original scheduled time. However, employee travel time shall not be calculated as overtime if that travel time falls into the schedule course hours.

3. Flex Time. Time worked in excess of the Employee's regularly scheduled Workday may be taken as "flex time" on an hour-for-hour basis provided that:

- A. The time is taken within the same workweek that it is earned; and
- B. The determination that such time is considered "flex time" is mutually agreed upon by the Employee and the Employee's supervisor; and
- C. The supervisor adjusts the posted work schedule.

4. Range Qualification. With the prior approval of an Employee's supervisor, range qualifications on off-duty hours shall be paid at the applicable Overtime Rate for a minimum of 2.0 hours. Except as provided in Article ~~XII~~ XI, the time shall be in the form of a cash payment or compensatory time off (hereinafter "CTO") at the Employee's option.

5. Court Appearances.

- A. Employees who are required to appear in court during off-duty hours as a result of an event arising from their official duties shall be compensated for their appearance in court at the applicable Overtime Rate. The Court Appearance Minimum shall be 4.0 hours at the applicable Overtime ~~R~~Rate. The Court Appearance Minimum shall not overlap with compensation for any regularly scheduled duty time.

- B. If the court appearance is required during the Employee's assigned duty shift (watch) and the court appearance causes an Employee to extend beyond his/her regular scheduled end of watch time, such extended time shall be considered an extension of the duty shift.
- C. Time for court appearances shall be computed from sign in until time released.
- D. The Court Appearance Minimum shall be granted to an Employee if the court appearance (or subpoena) is cancelled less than 24 hours prior to time of appearance. If an employee has multiple subpoenas on the same day and ~~both~~ all are cancelled less than 24 hours prior to the Court appearance, the employee will only be eligible for the Court Appearance Minimum.
- E. Should the Employee receive two subpoenas and one is cancelled while the other still requires the employee to attend, the employee will only be compensated for the scheduled appearance. In this instance, an Employee will not be entitled to the Court Appearance Minimum for the cancelled appearance.
- ~~G.F.~~ Except as otherwise provided in Article ~~XIII~~ XI, Court Appearance compensation shall be in the form of a cash payment or CTO at the Employee's option.

6. Rest Periods. Whenever an employee is assigned to a fixed schedule shift of more than 10 hours, there shall be a mandatory minimum rest period of eight (8) consecutive hours between the end of one scheduled work shift and the start of the next scheduled work shift. Mandatory rest periods interrupted by a court appearance will begin 30 minutes after the employee is released from court, rounded to the nearest quarter hour.

Example:

- A. If an employee completes a regular work shift at 6 a.m. and has a scheduled court appearance at 2 p.m. the same day, the 8 consecutive hours occurs between 6 a.m. and 2 p.m. and there is no mandatory rest period after the court appearance is completed.
- B. If an employee completes a regular work shift at 6 a.m. and has a scheduled court appearance at 8:30 a.m. the same day, and the court appearance is over by 9:30 a.m., the 8 consecutive hours start at 10 a.m. and ends at 6 p.m., the beginning of the next work shift. Therefore, there is no mandatory rest period after the court appearance is completed.
- C. If an employee completes a regular work shift at 6 p.m. and has a scheduled court appearance at 10 a.m. the same day, and the court appearance is over by 10:45 a.m., the 8 consecutive hours starts at 11:15 a.m. and ends at 7:15 p.m. The employee is not required to take vacation, holiday, compensatory time or unpaid leave to cover the absence. An employee requiring a mandatory rest period shall immediately coordinate that absence with the ~~on-duty~~ on-duty supervisor.

7. Exceptions to Mandatory Rest Period. In the event of a critical incident and/or when the shift falls below the minimum staffing (1 supervisor and 2 officers), employees may be ordered by

the shift supervisor to return to work before the 8 consecutive hours of rest period are completed.

The remaining hours of the mandatory rest period not completed, shall be compensated at the applicable Overtime Rate.

Example:

- A. If an employee completes a regular work shift at 6 a.m. and has a scheduled court appearance at 1:30 p.m. the same day, and the court appearance is over by 4 p.m., and the 8 consecutive hour starts at 4:30 p.m. and ends at 12:30 a.m.
- B. If the employee is ordered to return to work before 12:30 a.m., those hours after the start of their scheduled shift (6 p.m.) until the end of the consecutive 8 hour rest period (12:30 a.m.) shall be compensated at the applicable ~~e~~Overtime ~~r~~Rate.

~~68.~~ Call-Back Pay.

- A. All Employees, who are required to return to work outside of their normal working hours, shall receive Call-Back Pay at the applicable Overtime Rate for a minimum of 2.0 hours.
- B. If the call-back time is not canceled prior to the Employee's arrival for duty, the Employee shall be compensated for a minimum of 2.0 hours at the applicable Overtime Rate.
- C. This form of compensation applies to a situation where an Employee is required to appear before or attend a City or Department board, committee, or any other function, with the following exceptions:
- 1) If an Employee requests a meeting, or appears as an applicant before any board, committee, etc., the Employee shall not receive any type of compensation for such activities.
- 2) If an Employee is called back due to times or details missing from a report of enough importance that it cannot wait until the Employee's next assigned shift, the Employee will not be compensated for a "call back" under this section. The Employee will be compensated only at the applicable Overtime Rate for the actual time spent completing the report.
- D. Except as provided in Article ~~XX~~ XI, compensation for call-back time shall be the form of a cash payment or CTO at the option of the Employee.

~~79.~~ Work Schedule.

- A. Except as provided in Subsection D of this Section, the City shall not reschedule an Employee's shift to split the Employee's days off. If an Employee requests a shift change with another Employee, this shall not be considered a rescheduling by the City and the Employee shall not be paid at the Overtime Rate.
- B. Except as provided in Subsection D of this Section, in the event the City changes an Employee's regularly scheduled shift without at least five days' notice, those hours shall be

paid at the applicable Overtime Rate. Notice shall consist of oral notification or written notification placed in the Employee's shift box.

- C. Except as provided in Subsection D of this Section, in the event the City assigns or schedules an Employee to work a shift with notice of fewer than twelve hours between his/her last assigned shift or scheduled duty, then the second shift shall be paid at the applicable Overtime Rate.
- D. The exceptions to Subsections A, B, and C of this Section are as follows:
 - 1) Employee-requested shift changes.
 - 2) Changes made in the schedule of an Employee assigned to a training function.
 - 3) A general departmental shift change.
 - 4) Employees assigned to a short-term, non-patrol function such as: boat patrol, crime suppression, major incident call outs, DUI checkpoints, and SWAT.
 - 5) Time already compensated under the Overtime provisions of this Article.
- E. Employees will be given the opportunity to indicate shift preference on a seniority basis. When making shift assignments, the Department shall consider such preferences, but they shall not be binding. Employees may remain on the same shift for up to 18 months.

810. Stand-By Pay. Any Employee who is required by a directive from a first-level supervisor or above, or an order by the Court or the District Attorney or his/her representative, to remain available for duty or to remain available to appear in Court (and is thereby placed on "stand by") and is restricted from travel to any area or location which would preclude the Employee's return to duty within one hour, or is required to maintain telephone contact or pager contact at all times during such stand-by period, shall receive Stand-By Pay, which shall be compensated at the rate of one-half of the Employee's Regular Salary (straight-time hourly) rate for the time period that the Employee is on "stand by".

~~9. Bereavement/Compassionate Leave. Rules regarding Bereavement/Compassionate Leave are set forth in Section 10.5 of the Personnel Rules.~~

Commented [CP2]: See Article XIII

ARTICLE ~~XI~~ X VACATION LEAVE

- 1. **Vacation Accrual.** The accumulation of Vacation Leave shall commence effective with the date of hire according to the following schedule and be prorated on a pay period basis:
 - 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 (3.08 hours per Pay Period).
 - B. **Commencing with the sixth year.** Employees shall earn and be credited with Vacation Leave at the rate of 120.0 hours per year (4.62 hours per Pay Period).

- C. Commencing with the eleventh year. Employees shall earn and be credited with Vacation Leave at the rate of 144.0 hours per year (5.54 hours per Pay Period).
- D. Commencing with the sixteenth year of service. Employees shall earn and be credited with Vacation Leave at the rate of 160.0 hours per year (6.15 hours per Pay Period).
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 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 Buy Back. Employees may not cash out Vacation Leave except upon leaving City Service or in the case of an emergency with City Manager approval.
4. Illness During Vacation. If an Employee becomes ill while on Vacation Leave, Sick Leave may be authorized instead of Vacation Leave upon approval of the Department Head. The Department Head may require written physician's verification of the Employee's illness.
5. Upon Death. When separation is caused by death, payment equivalent to accrued Vacation Leave shall be made to the Employee's estate.

ARTICLE ~~XII~~ XI COMPENSATORY TIME OFF (CTO)

1. CTO ~~accumulation~~Accumulation. Except as otherwise provided in this Article, an Employee shall have the discretion to have the compensation for hours worked on an Overtime basis credited as either CTO or paid Overtime. The maximum accumulation of CTO is as follows: the first 10 years of City service: 160.0 hours; over 10 years of City service: 200.0 hours. If an Employee is at or above the CTO limit, he/she will prospectively only get paid Overtime (as opposed to CTO) for Overtime worked. Once the CTO balance has been reduced by 40 hours below the limit, an Employee will again be allowed to accrue CTO as opposed to receiving Overtime pay. Employees shall schedule time off using CTO only with prior Police Chief approval.
2. Backfilling on CTO. When one Employee uses CTO to be off work on a paid basis, and if the Employee who backfills the first Employee would be working in an Overtime situation, the backfilling Employee may not accrue CTO for that backfilling role.
3. Grant-Funded CTO. In order to ensure that the General Fund is not negatively impacted, Employees working Overtime on a grant-funded project or assignment shall receive compensation for Overtime hours worked on a paid basis only.

4. CTO-Buyback Cash-Out. Employees are allowed to cash out a maximum CTO amount as ~~depicted in November accrued by January of each year~~ (1-10 years of service to Suisun City: 40 hours; 10 years and above: 50 hours). The ~~Administrative Services Department (ASD)- Finance Department~~ will send out a request form, in November of the preceding year, that includes written verification of each Employee's current CTO balance. Employees may make an irrevocable request for the upcoming calendar year to buyback-of-cash-out CTO by filling out and signing the form provided by ASDFinance. The form must be submitted to ASD-Finance by the date provided on the form which must be in the calendar year preceeding the January cash-out. With the exception of the ~~November buyback January cash-out~~, Employees may not cash out CTO except upon leaving City Service ~~or in the case of an emergency with City Manager approval~~. No CTO ~~buy-back-cash-out election~~ will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.

ARTICLE ~~XIII~~ XII HOLIDAY LEAVE

In lieu of observing Municipal Holidays as provided in Section 8.6 of the AD 7, Personnel Rules, Holiday Leave shall be accrued by adding 4.0 hours per pay period to the Holiday Leave account. Holiday Leave is 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 time, a maximum of 200.0 hours is allowed to accrue in that balance. Employees may take approved time off using Holiday Leave or stop accruing Holiday Leave until the balance is reduced below 200.0 hours. 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. Employees may not cash out Holiday Leave except upon leaving City service or in the case of an emergency with City Manager approval.

ARTICLE XIII BREAVEMENT LEAVE

Bereavement/Compassionate Leave. Rules regarding Bereavement/Compassionate Leave are set forth in AD 7, Personnel Rules.

ARTICLE XIV LIGHT DUTY

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

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

ARTICLE XV RETIREMENT

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 those criteria shall be considered PEPRA New Employees.

1. Classic Safety Police Employee Benefits. The City agrees to participate in 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. This Credit will be reduced by the number of hours converted to cash pursuant to Section 6 of Article XVI. The City shall pay the Employer's contribution, ~~as well as 5.0 percent of the total Employee's contribution of 9.0 percent. The employee shall pay the Employee's contribution as established by CalPERS.~~

A. The City agrees to continue to provide Level 4, Survivor Benefits through Public Employees Retirement System, (hereinafter "PERS").

~~B. Each covered Employee shall pay the 4.0 percent balance of the Employee's contribution.~~

B. Consistent with Internal Revenue Code Section 414(h)(2), ~~that portion of the Employee's~~ the contribution paid by the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.

~~C. Employees will receive an increase to their base hourly rate of 5.5 percent in exchange for Classic members paying the full employee contribution along with PEPRA employees as soon as practicable after CalPERS approval of the EPMC change.~~

2. PEPRA New Safety Police Employee Benefits. The City agrees to provide 2.7% at 57 CalPERS 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.

ARTICLE XVI HEALTH AND WELFARE

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

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

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

2. Flexible Benefit Options. The City agrees to provide a ~~\$400.00-\$500.00~~ per month (employee only) and ~~\$575.00-\$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 Employee must choose the Flexible Benefit Options during the Open Enrollment Period established in the Suisun City Flexible Benefits Plan.

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

4. Medical Insurance Benefits after Death While on Duty. Should a member of SCPOA 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. SCPOA members 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, 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 CalPERS credit in Section 1 of Article XV.

ARTICLE XVII LIFE INSURANCE

Group Life Insurance. The City agrees to keep a life insurance policy in full force and effect that provides a \$200,000 death benefit for each represented member.

ARTICLE XVIII SUPPLEMENTAL INSURANCE

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

may choose different supplemental insurance providers from time to time as needed to provide such voluntary benefits in the best interests of the City.

ARTICLE ~~XVII~~ XIX UNIFORMS AND CLEANING

1. A clothing allowance shall be paid by the City as provided below:
 - A. Uniform Allowances. Annually, the City shall pay those Employees required to wear uniforms \$1300, to be paid in regular paychecks on a pro-rata basis, equally divided across each of the 26 paychecks.
 - B. New Employees may receive an advance of their first uniform allowance payment. Should a new Employee leave employment with the City prior to completion of one year, the advanced clothing allowance shall be withheld from his/her final paycheck or shall otherwise be returned to the City.
 - C. If an Employee terminates employment with the City prior to the payment of the allowance, the Employee shall not receive the clothing allowance.
2. The City agrees to replace or repair uniforms or equipment required by general order of the department that are damaged in the scope of employment. Said repairs should be completed only when they do not adversely affect the appearance or function of the item. Items of substantial age or heavily worn may be prorated for replacement.

ARTICLE ~~XVIII~~ BUSINESS CARDS

~~The City agrees to have business cards printed for each officer and to reorder cards when the officer's supply is sufficiently low. Said cards will be of uniform style.~~

ARTICLE ~~XIX~~ XX PAYROLL DEDUCTION

Upon receipt of an authorized form from an Employee, the City shall make credit union or bank deductions from the Employee's check. Upon written request, the City will advise the SCPOA of all deduction changes for its members.

ARTICLE ~~XX~~ SOFT BODY ARMOR

1. The City will purchase a soft-body armor vest for each officer. ~~The total payment per vest shall not exceed \$600.~~
2. ~~Each officer may select his/her vest. The vendor will be chosen by the City. The department will purchase up to a level II vest. Any vest upgrade will be the responsibility of the officer, who will forfeit that upgrade should they have to relinquish the vest to the department due to separation during probation as outlined in item 6 of this section.~~

3. The City will replace the safety vest five years after the date of purchase or upon proof that the vest is defective.
4. The vest shall remain the property of the City. Ownership shall transfer to the Employee if the Employee separates from service on good terms after at least one year of employment, or upon completion of probation in the case of newly hired officers.
5. The Employee shall be required to wear the vest while assigned to patrol duties.
6. Should an Employee separate from City Service prior to the completion of ~~one year, or completion of probation in the case of newly hired officers~~, the ~~cost of the vest shall be returned to the City, prorated. The Employee shall pay the City for the months remaining to fulfill the specified period and the vest shall become the property of the Employee.~~

ARTICLE XXII MEAL PERIODS

1. Except as provided in Section 2 of this Article, all Employees shall be entitled to a 45-minute meal period to be included in the regular shift.
2. Employees assigned to a course of training, a non-patrol assignment, and who are not required to be on-duty during their meal period, shall not be compensated for the time spent on the meal period.
3. Employees assigned as the School Resource Officer (SRO) or to an investigations assignment shall be afforded a paid one-half hour lunch period, during which the SRO shall be subject to call-out.
4. Officers assigned to court shall be compensated for time spent on their meal period, providing they are required to return to court after the meal period.

ARTICLE XXIII OUTSIDE EMPLOYMENT

1. Employees may engage in outside employment, in addition to their City employment, only under the following conditions (as provided by the Personnel Rules, the Police Department "Policies and Procedures Manual", California Penal Code Section 70, and California Government Code Section 1126):
 - A. There shall be no conflict of interest or incompatibility with the Employee's City employment. No Employee shall engage in employment as a Notary Public, Private Detective, Bill Collector, or Counselor at Law. Furthermore, no Employee shall have as a business partner any person whose occupation would fall into the above categories. Furthermore, no Employee shall engage in or participate either directly or indirectly as principal, agent, or employee of:

- 1) Any tow car, motor vehicle wrecker, ambulance service, or taxicab service.
 - 2) Any establishment where the sale of liquor is the principal business.
 - 3) Any employment dealing with the investigation or adjusting of claims or losses arising out of motor vehicle or other types of accidents.
 - 4) Any employment with any other Law Enforcement Agency, custodial, corrective or investigative agency, or any other type of employment requiring the "power of a peace officer," or in any job where a concealed weapon could be used as part of the Employee function, except as provided in Subsection ~~A.(v.)~~ A.5. below.
 - 5) The City agrees to meet and confer to develop a side letter that lays out the specifics of a program that would allow Employees to seek approval for outside employment under certain conditions. These conditions would include armed private security, but would not include temporary employment with other public law enforcement agencies.
- B. The time involved in outside employment shall not adversely affect the Employee's attitude or efficiency in the Employee's City employment. Unless authorized by the Police Chief, part-time work shall not be performed within 8.0 hours preceding the Employee's normal duty hours with the City of Suisun City. The total time worked shall not exceed 24.0 hours in any seven consecutive days.
- C. No telephone calls or personal contacts concerning the outside employment shall be made during the hours of City employment. The Employee shall not conduct or promote in any manner, the Employee's part-time work while on duty, and the Employee shall not use any of the facilities of the City for that purpose.
- D. Each Employee shall report all outside employment to the Police Chief and shall secure the written approval of the Police Chief and the City's Personnel Officer prior to the commencement of outside employment. Any Employee desiring to engage in outside employment on a part-time basis shall forward a written request to the Police Chief, in duplicate, outlining the nature of the part-time work, name of employer and whether it is to be long- or short-term work.
2. Employees engaged in part-time work shall not expect or request special consideration as to shift arrangement, illness or injury due to part-time work, or tardiness when starting shift. In the event of illness or injury occurring while engaged in part-time work, a doctor's examination shall be requested before resuming City duties. Part-time employment shall not be engaged in when an Employee is off ill and cannot perform the Employee's duties for the City.

ARTICLE ~~XXIII~~ XXIV EDUCATION REIMBURSEMENT

1. Approval. On the written recommendation of the Police Chief and the written approval of the City Manager, an Employee may embark on an approved course of study 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. Such a course of study would not qualify as “self-sponsored training” under the Advanced Assignment and Career Development Program. Any time spent pursuing a course of study shall not be considered being on an on-duty/paid status. If the Police Chief does not recommend reimbursement for a course of study, the Employee may appeal to the City Manager, whose decision shall be final.

2. Alternative Programs Available. Employees may choose from the following Education Reimbursement programs:

- A. Education Reimbursement for Pursuit of an Associates of Arts Degree, which is described in Section 3 of this Article; or
- B. Education Reimbursement for Job-Related Courses, which is described in Section 4 of this Article; or
- C. Safety Education Loan Forgiveness (SELF) Program, which is described in Section 5 of this Article.

2-3. Education Reimbursement for Pursuit of a Degree. For those Employees pursuing an Undergraduate or Graduate Degree, the maximum reimbursement is \$1,800 per year for eligible expenditures that have occurred during that fiscal year. Upon successful completion of the course work (a grade of “C” or better), the Employee shall submit to the Police Chief, copies of dated receipts showing education costs (tuition, books, materials), as well as transcripts, grades or certificates showing successful course completion.

3-4. Education Reimbursement for Job-Related Courses. For those Employees pursuing an approved course of study that does not involve receiving a college degree, the maximum reimbursement is \$750 per year. Upon successful completion of the course work (a grade of “C” or better), the Employee shall submit to the Police Chief, copies of dated receipts showing education costs (tuition, books, materials), as well as transcripts, grades or certificates showing successful course completion. Job-related training (as opposed to education) will be based on the needs of the department, and it will be provided on an on-duty/paid basis.

4-5. Safety Education Loan Forgiveness (SELF) Program. SCPOA and the City agree with the interest of enhancing the training and retaining of SCPD employees. Safety Education Loan Forgiveness (SELF) Program would be established to provide a forgivable loan amount of up to a maximum \$10,000 per employee for a program leading to a bachelor’s degree or other advanced degree (master’s or doctorate). The City would pay an amount up to \$5,000 per fiscal year on behalf of the employee to the educational institution for tuition and related direct expenses as provided below:

- A. In order to be eligible for the program, an employee must have been an employee of SCPD for a minimum of one year and completed field training. The course of study must be approved in advance, be relevant to the City, and be from a regionally accredited,

degree-granting institution. The City will develop a list of preapproved courses of study in consultation with SCPOA.

- B. Employees would have up to a maximum of four years to successfully complete the program by obtaining their degree. The maximum loan amount is limited to \$5,000 per year, with a total of \$10,000 per employee within the four-year period.
- C. If an employee (1) does not complete the program within the four years, (2) quits the program, or (3) leaves City service prior to completion of the program, repayment of all funds disbursed under the program would be due back to the City. The repayment would be required to be paid via a payroll deduction (presumably from paid leave cash-out). In the event of insufficient paid leave balances, employees would be permitted to spread the amount due back to the City in equal payments for up to one year, provided they are in City service during this time. If they leave City service during this repayment period, any balance remaining on the final date of employment would become immediately due.
- D. Upon successful completion of the program, provided an employee remains in City service, the loan would be forgiven after the fifth year after the two-year program period. If an employee successfully completes the program, but leaves City service prior to this time, the loan would be required to be paid via a payroll deduction (presumably from paid leave cash-out) based on the following schedule:
 - 1) 100% repayment for an employee who leaves City service during the first two years after the initial two-year program period.
 - 2) 75% repayment for an employee who leaves City service during the third year after the initial two-year program period.
 - 3) 50% repayment for an employee who leaves City service during the fourth year after the initial two-year program period.
 - 4) 25% repayment for an employee who leaves City service during the fifth year after the initial two-year program period.
 - 5) 0% repayment for an employee who leaves City service after the fifth year after the initial two-year program period (loan forgiven).

ARTICLE ~~XXIV~~ XXV PHYSICAL FITNESS PROGRAM

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

ARTICLE XXV! TEMPORARY MEASURES

1. Temporary Measures. In July of 2012, the Parties agree that due to economic conditions, as well as actions by the State of California, that the City was forced to seek concessions from its Employees. The Parties recognized that the City could balance its budget by laying off Employees, but the Parties agree that it was preferable to rely on concessions that would ensure the Employees did not lose their jobs and that the community did not suffer a more radical reduction in service delivery. The Parties met and conferred in good faith and agreed to certain concessions, as well as certain recompense for these concessions. The Parties have also agreed to their preferences for unwinding these concessions as the fiscal situation improved. The Pay Cuts and suspension of COLAs have been discontinued due to improved economic conditions, and the Parties hereby declare that it is their mutual intention that the remaining concessions be temporary and that they be unwound as soon as they can possibly be removed without fiscal harm to the City.
2. Unwinding Protocol. The Parties agree that unwinding the Temporary Measures is subject to the meet and confer process as provided in the Meyers-Milias-Brown Act (Government Code Section 3500 *et seq.*). The Parties also agree that the preferred unwinding protocol should proceed as follows:
 - A. Selectively Fill Vacant Positions. The highest priority is the selective filling of some or all of the positions that are being held vacant.
 - B. Relax Cash-Out Restrictions. In order to ensure that the agreed-upon concessions have the desired effect on the budget, the Parties understand and agree that the cashing out of paid leave needs to be restricted to 32 hours.

ARTICLE XXVI! GENERAL PROVISIONS

1. Severability. If any provision of this Agreement shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with enforcement of any provision shall be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the Parties shall enter into negotiation for the sole purpose of arriving at a mutually satisfactory replacement for such provision.
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 provided in Subsection D. ~~and E.~~ of Section 1 of Article ~~X IX~~, 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. 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 SCPOA.

~~Beginning as early as August 1, 2019, option to reopen negotiations to address current economic factors and possibilities to implement the 2018 Compensation Report (dated October 16, 2018) within the limitations of the City's ability to pay.~~

C. Update/Amend/Replace the City's Employer-Employee Relations Resolution; and

D. Update/Amend the City's Administrative Directive AD7 – Personnel Rules & Regulations.

E. Beginning as early as ~~August 1, 2020~~ February 1, 2023, negotiation will reopen for 2021 2023 and be completed no later than ~~January 31, 2021~~ June 30, 2023.

~~C.F.~~ Notwithstanding the provisions of California Government Code section 20516.5, the Parties agree that the above-indicated represent the only bases for reopening the Agreement during its term.

5. Savings Clause. In the event that the implementation of any article, section, subsection, or paragraph 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 SCPOA shall, if possible, meet and confer for the purpose of endeavoring to agree on a replacement for such article, section, subsection, or paragraph.

6. No Strike/Lockout. The SCPOA 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 Tentative Agreement and the successor MOU based thereon shall be in full effect from July 1, 2021 through and including June 30, 2023. Meet and confer negotiations for a successor agreement shall begin no earlier than August 1, 2015. Either Party may serve upon the other its written request to commence negotiations, as well as its initial written proposals for such successor Agreement as early as February 1,

2023. Upon receipt of such written notice and proposals, negotiation sessions shall commence no later than 30 days thereafter. The Parties hereby declare that it is their mutual interest to negotiate a multi-year successor agreement ~~that implements the Class and Compensation Study~~ consistent with City Council policy direction.

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.

ARTICLE XXVII — EFFECTIVE DATE

9. Effective Date. The effective date of this Agreement shall be ~~the day that this Agreement is duly adopted by resolution of the City Council~~ July 1, 2021.

~~EXECUTED~~ this ___ day of March 2019.

[SIGNATURES ON NEXT PAGE]

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

**CITY OF SUISUN CITY
REPRESENTATIVES:**

Gregory Folsom
City Manager

Christina Penland
Human Resources Administrator

Approved as to form
Aleshire & Wynder, LLP

Anthony R. Taylor, City Attorney

**SCPOA
REPRESENTATIVES:**

Michael D. Pugh, Negotiator
Suisun City Police Officers Association

Jeremy Snyder, President
Suisun City Police Officers Association

Sigfred Neri, POA Representative
Suisun City Police Officers Association

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SUISUN CITY
AND
THE SUISUN CITY POLICE OFFICERS' ASSOCIATION**

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

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SUISUN CITY
AND
THE SUISUN CITY POLICE OFFICERS' ASSOCIATION**

This Agreement is entered into between the City of Suisun City, (hereinafter "City"), and the Suisun City Police Officers' Association, (hereinafter "SCPOA").

Pursuant to Government Code Section 3500 *et seq.* and the City of Suisun City Employer/Employee Relations Resolution No. 74-33, the following represents the Agreement reached between the City and the SCPOA, the terms of which will apply to current Employees represented by the SCPOA.

UNDERSTANDING AND AGREEMENTS

ARTICLE I RECOGNITION

The City recognizes the SCPOA as the exclusive representative for all matters relating to terms and conditions of employment pursuant to Government Code Section 3500 *et seq.* The SCPOA is the exclusive representative for Police Sergeant and Police Officer.

ARTICLE II MANAGEMENT RIGHTS AND RESPONSIBILITIES

1. The SCPOA recognizes and agrees that the City Council of the City of Suisun City (hereinafter "City Council"), on its own behalf and on the behalf of the electorate of the City through its bona fide agents, retains and reserves unto itself, limited only by the Articles of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it, express or implied, by the laws and the Constitutions of the State of California and of the United States of America.

2. The SCPOA recognizes and agrees that the exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City Council, the adoption of the policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by specific and expressed terms of this Agreement.

3. The SCPOA recognizes and agrees that the City Council's powers, rights, authority, duties, and responsibilities include, but without limiting the generality of the foregoing, the exclusive right to manage, plan, organize, staff, direct and control; to determine levels of service; to establish and change standards; to determine solely the extent to which the facilities of any department thereof shall be operated, including the outside purchase of products or services; the right to introduce new, or improved methods and facilities; and to otherwise take any action desired to run the entire operation efficiently, except as modified by the meet and confer requirement and this Agreement.

4. Any material conflict between this Agreement and approved policies and procedures shall be resolved through the meet and confer process by the City Manager and the SCPOA. Until such resolution, the approved City policies and procedures shall take precedence.

ARTICLE III SUPPORT OF AGREEMENT

1. During the term of this Agreement, the City agrees not to negotiate with any other organization on matters upon which the SCPOA is the exclusive representative and which is within its scope of representation.

2. The SCPOA agrees to negotiate only with the representative officially designated by the City to act on its behalf.

3. It is agreed that neither SCPOA, nor the City shall discriminate against any Employee because of race, national origin, gender, SCPOA membership, or refusal to join SCPOA. The City will not retaliate against any Employee on account of his/her membership in SCPOA, or for exercising his/her lawful rights in SCPOA-related activities.

ARTICLE IV UNION TIME

1. Negotiating Sessions. The Parties agree that union business should generally be conducted off City premises and, on the members' own time. The Parties also agree that it is in each Party's interest that the lines of communications remain open and accessible to representatives of both SCPOA and the City. Accordingly, any member serving on the SCPOA's negotiating team shall not suffer a loss of compensation for participating in meet and confer negotiating sessions. Further, negotiating team members may meet for a period of approximately one-half hour before and after the negotiating sessions. No approval is required if the negotiating session is occurring on the member's day off. Members will not be compensated for their participation in negotiating sessions that occur on days that they are not scheduled to work.

2. Union Meetings. Union meetings should generally be conducted off City premises and on the members' own time. To ensure that members are not disenfranchised, the City agrees to provide paid release time to members on duty, as long as such release time is requested in advance and approved by the City Manager or Designee. The use of City facilities such as the Burdick Center for union meetings may also be approved by the City Manager or Designee, whenever either determines that it would be in the City's interest to do so.

3. New Employee Orientation & Contact Information. All Employees will receive a New Employee Orientation within their first five (5) regular Workdays of employment with the City. The New Employee Orientation will be presented by Human Resources Division staff members at a time and place determined by the City. The purpose of this orientation is to review and complete required payroll, insurance benefits, and similar required documentation; to train the Employee

regarding City and/or Departmental policies, procedures and specific requirements of the position; and to provide other necessary information. At no time during the orientation shall a City or SCPOA representative provide derogatory information or advocacy about the other.

- A. The City will provide SCPOA notice of a pending New Employee Orientation within one (1) business day of the execution of an employment offer letter.
- B. One (1) SCPOA 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. SCPOA 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, SCPOA will provide to Human Resources the name and the contact information of its participating representative. The City and SCPOA will mutually agree to a suitable time during the New Employee Orientation for SCPOA'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 SCPOA with Employee contact information in electronic format as required by State law for all represented Employees.

ARTICLE V REDUCTION IN WORK FORCE

In the event that a reduction in the workforce is necessary, the City Manager and the SCPOA shall meet and confer regarding an equitable procedure and/or options to avoid the reduction in the workforce. It is not the intent of the City to lay off a Police Officer in order to replace him/her with a Reserve Police Officer.

ARTICLE VI USE OF RESERVE POLICE OFFICERS

The City has an interest in utilizing Reserve Police Officers to assist in patrolling the City and performing other duties to augment services provided to the community by members of SCPOA. The City does not have an interest in supplanting the services of members of SCPOA. The Parties agree that once properly trained, Reserve Police Officers may be assigned to patrol the City, may perform office duties (such as property and evidence, dispatching, filing, etc.), or may perform other duties as assigned. Reserve Police Officers may be assigned a regular shift to augment the minimum staffing level, as determined by the Police Chief in the General Orders. Reserve Police Officers may fill in for members of the SCPOA who have been assigned a regular shift, but are unavailable for duty for the period in question, provided that SCPOA members have been offered and have rejected the offer to work on an Overtime basis. Such offers shall be made based on seniority within job class within the department.

ARTICLE VII 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 SCPOA. 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. The Personnel Rules are incorporated herein by this reference; however, the costs associated with the hearing officer provided for in AD 7 with regard to the Level Two appeal of a disciplinary action shall be paid for 100 percent by the City in the case of SCPOA.

ARTICLE VIII COMPENSATION

1. Base Salary.

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

- A. The City will provide a \$6.00 per hour non-pensionable premium pay on top of the base pay rate for all represented job classes.
- B. Premium increases will be effective retroactively to July 1, 2021, if the Tentative Agreement is ratified and signed by Union at least one day prior to the City Council meeting scheduled for July 6, 2021. Alternatively, the premium increase will be effective the first full pay period after City Council adoption of the Tentative Agreement.
- C. Payments will be made on a bi-weekly basis. All the hourly increases authorized herein will sunset June 23, 2023.
- D. The previously provided Critical Staffing Retention and Recruiting Pay sunset/expired on June 30, 2021 and shall not be included in this successor MOU.

2. Police Officer Merit Increases. Notwithstanding AD 7, the "Anniversary Date" for Police Officers is twelve months from the date of hire instead of the date of completion of probation. Police Officers are eligible for merit increases on their Anniversary Date and annually thereafter. However, upon the successful completion of Probation with 18 months service, a Police Officer at B Step is eligible to advance to C Step. This advance to C Step will not change the employee's Anniversary Date or eligibility for future Merit Increases on their Anniversary Date. When a Police Officer's Probation is extended, his/her Anniversary Date may be modified. Police Officers, who are not at the top step of their Pay Range shall be eligible to advance to the next step in the range

within the timeframes indicated above, subject to a performance evaluation and the Police Chief's recommendation.

3. Police Sergeant Merit Increases. All newly appointed Police Sergeants will serve a probationary period of 12 months. All Police Sergeants who have successfully completed their probationary period will be eligible for a merit increase. Advancement within a Pay Range shall not be automatic; all increases shall be based on merit. Annually on the anniversary of the appointment to Police Sergeant, Employees will be eligible to advance to the next higher step. Police Sergeants, who are not at the top step of their Pay Range shall be eligible to advance to the next step in the range within the timeframes indicated above, subject to a performance evaluation and the Police Chief's recommendation.

4. POST Certificate Pay. Certificate Pay shall be provided for Employees who have earned a Peace Officer Standards and Training, (hereinafter "POST") Basic Certificate, Intermediate Certificate and Advanced Certificate. Pay will be provided the pay period immediately following receipt of the certification from POST effective the issue day of the certificate.

A. POST Basic Certificate. The City agrees to pay 2.0 percent of Base Salary for Police Officer and Police Sergeants who have earned a POST Basic Certificate.

B. POST Intermediate Certificate. The City agrees to pay an additional 5.0 percent above POST Basic Certificate Pay for Police Officers and Police Sergeants who have earned a POST Intermediate Certificate.

C. POST Advanced Certificate. The City agrees to pay an additional 5.0 percent above POST Intermediate Certificate Pay for Police Officers and Police Sergeants who have earned a POST Advanced Certificate.

5. Police Corporal Assignment Pay.

Police Officers, serving on Special Assignment as Police Corporals, who are not receiving any other Assignment Pay, shall receive additional pay for this assignment. Police Corporal Assignment Pay shall be calculated as an hourly rate equivalent to 5.0 percent of the employee's base hourly rate of pay. The Police Corporal Special Assignment program will be codified in the Suisun City Police Department Policy Manual.

6. Field Training Officer Assignment Pay. Police Officers, who are certified FTO Trainers, and not receiving any other Assignment Pay, shall receive FTO Assignment Pay while they are training a regular or reserve officer. At no time shall FTO Assignment Pay for one or more FTOs who are training the same trainee for one shift exceed the total hours worked by the trainee during that shift. FTO Assignment Pay shall be calculated as an hourly rate equivalent to 5.0 percent of the employee's base hourly rate of pay.

7. Officer-in-Charge Assignment Pay. Police Officers, who are not receiving any other Assignment Pay, shall receive OIC Assignment Pay while they are serving as the Officer in Charge (hereinafter "OIC") in the absence of a Police Sergeant for a period of at least one hour. OIC

Assignment Pay shall be calculated as an hourly rate equivalent to 5.0 percent of the employee's base hourly rate of pay.

8. Detective Assignment Pay. Police Officers and Sergeants serving on special assignment as Detective, who are not receiving any other Assignment Pay, shall receive Detective Assignment Pay. Detective Assignment Pay shall be calculated as an hourly rate equivalent to 5.0 percent of the employee's base hourly rate of pay.

9. Vehicle Assignment. Having personnel with expertise in investigations on an on-call status is crucial to the daily operations of this agency. Those personnel assigned to Investigations are required to respond as rapidly as possible to an event requiring their expertise. For this reason, the Department may assign a take-home vehicle to members assigned to Investigations and subject to being on-call. It is the policy of the Suisun City Police Department to restrict the assignment of such vehicles to individuals within a 75-mile radius from the Police Department, except as otherwise approved by the Police Chief.

Members assigned a take home vehicle are to adhere to the provisions of the Police Department's Vehicle Use and Drug and Alcohol-Free Workplace policies, except as follows:

- A. Members assigned to Investigations, with the approval from the Police Commander, are authorized to take an assigned city vehicle home. City owned vehicles are to be left at the Police Department during vacations or other periods of leave or extended leave or extended absence, except as authorized by the Police Commander.
- B. When a member is on-call, the vehicle may be operated for local usage to maintain their on-call availability and in lieu of on-call or standby compensation. The member is required to be reachable by phone, able to return to work within 60 minutes of being called and is to refrain from activities which might impair their ability to safely perform assigned duties.
- C. When a member is not on-call, off duty usage is restricted to travel to and from work or other work-related purposes. Limited, incidental personal business while traveling to and from work is allowable.
- D. Members may carry passengers in the vehicle; however, they shall not dress in a manner or exhibit conduct that will bring discredit upon the City. Members are responsible for the appearance and conduct of all passengers in their take-home vehicle.

10. Acting Pay. The City will provide Acting Pay of 5.0 percent for a Police Officer assigned to work as an acting Police Sergeant.

11. Bilingual Pay. An Employee fluent in Spanish, Tagalog or other language, the use of which the City Manager has determined to be of benefit to the City (based on the recommendation of the Police Chief), shall be paid \$46.15 per pay period upon written approval by the City Manager. Fluency shall be certified by a test administered through the Human Resources office. In order to

become certified, an Employee must achieve a score of at least 9 on a scale of 12. A certified Employee shall request Bilingual Incentive Pay on a form approved by the City Manager. Employees shall be recertified at least once every two years.

12. Nighttime Hours Differential. The City will provide a Nighttime Hours Differential equal to 2.5% of the base salary for Police Officers and Police Sergeants assigned to work any payable amount of time (to the nearest 15 minutes) between the hours of 6:00pm – 6:00am.

- A. The Nighttime differential shall not be paid to any day shift personnel, unless approved by the night shift supervisor to cover a vacancy after 6:00pm.
- B. The Nighttime hours differential shall be payable only for time worked during the shift premium period and shall not be paid for non-work time such as sick leave, vacation, or other paid leave.

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

ARTICLE IX HOURS OF WORK

1. Workweek/Workday. A. For full-time Employees the normal workweek will be 40.0 hours of five consecutive days within any seven-day period, and the Workday will be 8.0 hours within any 24-hour period. This does not prohibit the City from extending the Workday or workweek pursuant to the Overtime provisions of this Agreement.

B. The workweek will begin on Friday at noon and end the following Friday at noon.

C. The Parties agree that if an Employee is assigned to a 4/10 alternative work schedule (hereinafter “AWS”), that Employee shall have a normal workweek of 40.0 hours or four consecutive days within any seven-day period, and the Workday will be 10.0 hours. Time worked in excess of 10.0 hours per day shall be subject to the Overtime provisions of this Agreement.

D. The Parties agree to meet and confer regarding work hours and related Overtime provisions of alternative work schedules such as the 3/12, 4/10, and 9/80 AWS plans. A side letter will be utilized to document the understanding of the Parties regarding such alternative work schedules.

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

- A. The City agrees to compensate Employees scheduled for five days, 8.0 hours per day, in the workweek, or four days, 10.0 hours per day if assigned to a 4-10 AWS, at a rate of one and one-half times the Employees' regular rate (hereinafter "Overtime Rate") for each hour of work required in excess of their scheduled hours per Workday or 40.0 hours per workweek.
 - B. Employees shall be compensated at the applicable Overtime Rate for work assigned in excess of the regularly scheduled work hours.
 - C. All time on paid leave status will be considered hours worked for the purpose of computing Overtime.
 - D. Work schedules may be temporarily realigned for Employees attending Job-Related Training. Consistent with the realigned work schedule, Employees traveling to and from such training outside of those work hours, minus the time it would take to drive to and from their residence to the SCPD, shall be compensated by the City. The Employee shall receive written approval in advance for such compensated travel.
 - E. Employees attending job-related, assigned training shall receive credit for the total amount of hours scheduled for that training if it is less than the original scheduled time. However, employee travel time shall not be calculated as overtime if that travel time falls into the schedule course hours.
3. Flex Time. Time worked in excess of the Employee's regularly scheduled Workday may be taken as "flex time" on an hour-for-hour basis provided that:
- A. The time is taken within the same workweek that it is earned; and
 - B. The determination that such time is considered "flex time" is mutually agreed upon by the Employee and the Employee's supervisor; and
 - C. The supervisor adjusts the posted work schedule.
4. Range Qualification. With the prior approval of an Employee's supervisor, range qualifications on off-duty hours shall be paid at the applicable Overtime Rate for a minimum of 2.0 hours. Except as provided in Article XI, the time shall be in the form of a cash payment or compensatory time off (hereinafter "CTO") at the Employee's option.
5. Court Appearances.
- A. Employees who are required to appear in court during off-duty hours as a result of an event arising from their official duties shall be compensated for their appearance in court at the applicable Overtime Rate. The Court Appearance Minimum shall be 4.0 hours at the applicable Overtime Rate. The Court Appearance Minimum shall not overlap with compensation for any regularly scheduled duty time.

- B. If the court appearance is required during the Employee's assigned duty shift (watch) and the court appearance causes an Employee to extend beyond his/her regular scheduled end of watch time, such extended time shall be considered an extension of the duty shift.
- C. Time for court appearances shall be computed from sign in until time released.
- D. The Court Appearance Minimum shall be granted to an Employee if the court appearance (or subpoena) is cancelled less than 24 hours prior to time of appearance. If an employee has multiple subpoenas on the same day and all are cancelled less than 24 hours prior to the Court appearance, the employee will only be eligible for the Court Appearance Minimum.
- E. Should the Employee receive two subpoenas and one is cancelled while the other still requires the employee to attend, the employee will only be compensated for the scheduled appearance. In this instance, an Employee will not be entitled to the Court Appearance Minimum for the cancelled appearance.
- F. Except as otherwise provided in Article XI, Court Appearance compensation shall be in the form of a cash payment or CTO at the Employee's option.

6. Rest Periods. Whenever an employee is assigned to a fixed schedule shift of more than 10 hours, there shall be a mandatory minimum rest period of eight (8) consecutive hours between the end of one scheduled work shift and the start of the next scheduled work shift. Mandatory rest periods interrupted by a court appearance will begin 30 minutes after the employee is released from court, rounded to the nearest quarter hour.

Example:

- A. If an employee completes a regular work shift at 6 a.m. and has a scheduled court appearance at 2 p.m. the same day, the 8 consecutive hours occurs between 6 a.m. and 2 p.m. and there is no mandatory rest period after the court appearance is completed.
- B. If an employee completes a regular work shift at 6 a.m. and has a scheduled court appearance at 8:30 a.m. the same day, and the court appearance is over by 9:30 a.m., the 8 consecutive hours start at 10 a.m. and ends at 6 p.m., the beginning of the next work shift. Therefore, there is no mandatory rest period after the court appearance is completed.
- C. If an employee completes a regular work shift at 6 p.m. and has a scheduled court appearance at 10 a.m. the same day, and the court appearance is over by 10:45 a.m., the 8 consecutive hours starts at 11:15 a.m. and ends at 7:15 p.m. The employee is not required to take vacation, holiday, compensatory time or unpaid leave to cover the absence. An employee requiring a mandatory rest period shall immediately coordinate that absence with the on-duty supervisor.

7. Exceptions to Mandatory Rest Period. In the event of a critical incident and/or when the shift falls below the minimum staffing (1 supervisor and 2 officers), employees may be ordered by

the shift supervisor to return to work before the 8 consecutive hours of rest period are completed. The remaining hours of the mandatory rest period not completed, shall be compensated at the applicable Overtime Rate.

Example:

- A. If an employee completes a regular work shift at 6 a.m. and has a scheduled court appearance at 1:30 p.m. the same day, and the court appearance is over by 4 p.m., and the 8 consecutive hour starts at 4:30 p.m. and ends at 12:30 a.m.
- B. If the employee is ordered to return to work before 12:30 a.m., those hours after the start of their scheduled shift (6 p.m.) until the end of the consecutive 8 hour rest period (12:30 a.m.) shall be compensated at the applicable Overtime Rate.

8. Call-Back Pay.

- A. All Employees, who are required to return to work outside of their normal working hours, shall receive Call-Back Pay at the applicable Overtime Rate for a minimum of 2.0 hours.
- B. If the call-back time is not canceled prior to the Employee's arrival for duty, the Employee shall be compensated for a minimum of 2.0 hours at the applicable Overtime Rate.
- C. This form of compensation applies to a situation where an Employee is required to appear before or attend a City or Department board, committee, or any other function, with the following exceptions:
 - 1) If an Employee requests a meeting, or appears as an applicant before any board, committee, etc., the Employee shall not receive any type of compensation for such activities.
 - 2) If an Employee is called back due to times or details missing from a report of enough importance that it cannot wait until the Employee's next assigned shift, the Employee will not be compensated for a "call back" under this section. The Employee will be compensated only at the applicable Overtime Rate for the actual time spent completing the report.
- D. Except as provided in Article XI, compensation for call-back time shall be the form of a cash payment or CTO at the option of the Employee.

9. Work Schedule.

- A. Except as provided in Subsection D of this Section, the City shall not reschedule an Employee's shift to split the Employee's days off. If an Employee requests a shift change with another Employee, this shall not be considered a rescheduling by the City and the Employee shall not be paid at the Overtime Rate.
- B. Except as provided in Subsection D of this Section, in the event the City changes an Employee's regularly scheduled shift without at least five days' notice, those hours shall be paid at the applicable Overtime Rate. Notice shall consist of oral notification or written notification placed in the Employee's shift box.

- C. Except as provided in Subsection D of this Section, in the event the City assigns or schedules an Employee to work a shift with notice of fewer than twelve hours between his/her last assigned shift or scheduled duty, then the second shift shall be paid at the applicable Overtime Rate.
- D. The exceptions to Subsections A, B, and C of this Section are as follows:
- 1) Employee-requested shift changes.
 - 2) Changes made in the schedule of an Employee assigned to a training function.
 - 3) A general departmental shift change.
 - 4) Employees assigned to a short-term, non-patrol function such as: boat patrol, crime suppression, major incident call outs, DUI checkpoints, and SWAT.
 - 5) Time already compensated under the Overtime provisions of this Article.
- E. Employees will be given the opportunity to indicate shift preference on a seniority basis. When making shift assignments, the Department shall consider such preferences, but they shall not be binding. Employees may remain on the same shift for up to 18 months.
10. Stand-By Pay. Any Employee who is required by a directive from a first-level supervisor or above, or an order by the Court or the District Attorney or his/her representative, to remain available for duty or to remain available to appear in Court (and is thereby placed on "stand by") and is restricted from travel to any area or location which would preclude the Employee's return to duty within one hour, or is required to maintain telephone contact or pager contact at all times during such stand-by period, shall receive Stand-By Pay, which shall be compensated at the rate of one-half of the Employee's Regular Salary (straight-time hourly) rate for the time period that the Employee is on "stand by".

ARTICLE X VACATION LEAVE

1. Vacation Accrual. The accumulation of Vacation Leave shall commence effective with the date of hire according to the following schedule and be prorated on a pay period basis:
- 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 (3.08 hours per Pay Period).
- B. Commencing with the sixth year. Employees shall earn and be credited with Vacation Leave at the rate of 120.0 hours per year (4.62 hours per Pay Period).
- C. Commencing with the eleventh year. Employees shall earn and be credited with Vacation Leave at the rate of 144.0 hours per year (5.54 hours per Pay Period).
- D. Commencing with the sixteenth year of service. Employees shall earn and be credited with Vacation Leave at the rate of 160.0 hours per year (6.15 hours per Pay Period).

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 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 Buy Back. Employees may not cash out Vacation Leave except upon leaving City Service or in the case of an emergency with City Manager approval.
4. Illness During Vacation. If an Employee becomes ill while on Vacation Leave, Sick Leave may be authorized instead of Vacation Leave upon approval of the Department Head. The Department Head may require written physician's verification of the Employee's illness.
5. Upon Death. When separation is caused by death, payment equivalent to accrued Vacation Leave shall be made to the Employee's estate.

ARTICLE XI COMPENSATORY TIME OFF (CTO)

1. CTO Accumulation. Except as otherwise provided in this Article, an Employee shall have the discretion to have the compensation for hours worked on an Overtime basis credited as either CTO or paid Overtime. The maximum accumulation of CTO is as follows: the first 10 years of City service: 160.0 hours; over 10 years of City service: 200.0 hours. If an Employee is at or above the CTO limit, he/she will prospectively only get paid Overtime (as opposed to CTO) for Overtime worked. Once the CTO balance has been reduced by 40 hours below the limit, an Employee will again be allowed to accrue CTO as opposed to receiving Overtime pay. Employees shall schedule time off using CTO only with prior Police Chief approval.
2. Backfilling on CTO. When one Employee uses CTO to be off work on a paid basis, and if the Employee who backfills the first Employee would be working in an Overtime situation, the backfilling Employee may not accrue CTO for that backfilling role.
3. Grant-Funded CTO. In order to ensure that the General Fund is not negatively impacted, Employees working Overtime on a grant-funded project or assignment shall receive compensation for Overtime hours worked on a paid basis only.
4. CTO Cash-Out. Employees are allowed to cash out a maximum CTO amount as accrued by January of each year (1-10 years of service to Suisun City: 40 hours; 10 years and above: 50 hours). The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each Employee's current CTO balance. Employees may make an irrevocable request for the upcoming calendar year to cash-out CTO by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date

provided on the form which must be in the calendar year preceeding the January cash-out. With the exception of the January cash-out, Employees may not cash out CTO except upon leaving City Service. No CTO cash-out election will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.

ARTICLE XII HOLIDAY LEAVE

In lieu of observing Municipal Holidays as provided in AD 7, Personnel Rules, Holiday Leave shall be accrued by adding 4.0 hours per pay period to the Holiday Leave account. Holiday Leave is 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 time, a maximum of 200.0 hours is allowed to accrue in that balance. Employees may take approved time off using Holiday Leave or stop accruing Holiday Leave until the balance is reduced below 200.0 hours. 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. Employees may not cash out Holiday Leave except upon leaving City service or in the case of an emergency with City Manager approval.

ARTICLE XIII BREAVEMENT LEAVE

Bereavement/Compassionate Leave. Rules regarding Bereavement/Compassionate Leave are set forth in AD 7, Personnel Rules.

ARTICLE XIV LIGHT DUTY

1. Any Employee, who previously has been off duty due to injury, illness, or other medical reason and who has been medically released by a doctor to return to work with restrictions, may be assigned to light duty. Assignment to light duty will be based on the City's ability to accommodate the work restrictions.
2. Light duty will not be approved unless there is work available which may be performed within the limitations and/or restrictions of the affected Employee.

ARTICLE XV RETIREMENT

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 those criteria shall be considered PEPRA New Employees.

1. Classic Safety Police Employee Benefits. The City agrees to participate in 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. This Credit will be reduced by the number of hours converted to cash pursuant to Section 6 of Article XVI. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS.

- A. The City agrees to continue to provide Level 4, Survivor Benefits through Public Employees Retirement System, (hereinafter "PERS").
- B. Consistent with Internal Revenue Code Section 414(h)(2), the contribution paid by the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.
- C. Employees will receive an increase to their base hourly rate of 5.5 percent in exchange for Classic members paying the full employee contribution along with PEPRAs employees as soon as practicable after CalPERS approval of the EPMC change.

2. PEPRA New Safety Police Employee Benefits. The City agrees to provide 2.7% at 57 CalPERS 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.

ARTICLE XVI HEALTH AND WELFARE

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

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

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

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

2. Flexible Benefit Options. The City agrees to provide a \$500.00 per month (employee only) and \$700.00 per month (employee plus one or more dependents) 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 Employee must choose the Flexible Benefit Options during the Open Enrollment Period established in the Suisun City Flexible Benefits Plan.

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

4. Medical Insurance Benefits after Death While on Duty. Should a member of SCPOA 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. SCPOA members 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, 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 CalPERS credit in Section 1 of Article XV.

ARTICLE XVII LIFE INSURANCE

Group Life Insurance. The City agrees to keep a life insurance policy in full force and effect that provides a \$200,000 death benefit for each represented member.

ARTICLE XVIII SUPPLEMENTAL INSURANCE

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

ARTICLE XIX UNIFORMS AND CLEANING

1. A clothing allowance shall be paid by the City as provided below:

A. Uniform Allowances. Annually, the City shall pay those Employees required to wear uniforms \$1300, to be paid in regular paychecks on a pro-rata basis, equally divided across each of the 26 paychecks.

- B. New Employees may receive an advance of their first uniform allowance payment. Should a new Employee leave employment with the City prior to completion of one year, the advanced clothing allowance shall be withheld from his/her final paycheck or shall otherwise be returned to the City.
 - C. If an Employee terminates employment with the City prior to the payment of the allowance, the Employee shall not receive the clothing allowance.
2. The City agrees to replace or repair uniforms or equipment required by general order of the department that are damaged in the scope of employment. Said repairs should be completed only when they do not adversely affect the appearance or function of the item. Items of substantial age or heavily worn may be prorated for replacement.

ARTICLE XX PAYROLL DEDUCTION

Upon receipt of an authorized form from an Employee, the City shall make credit union or bank deductions from the Employee's check. Upon written request, the City will advise the SCPOA of all deduction changes for its members.

ARTICLE XXI SOFT BODY ARMOR

- 1. The City will purchase a soft-body armor vest for each officer.
- 2. The vendor will be chosen by the City. The department will purchase up to a level II vest. Any vest upgrade will be the responsibility of the officer, who will forfeit that upgrade should they have to relinquish the vest to the department due to separation during probation as outlined in item 6 of this section.
- 3. The City will replace the safety vest five years after the date of purchase or upon proof that the vest is defective.
- 4. The vest shall remain the property of the City. Ownership shall transfer to the Employee if the Employee separates from service on good terms after at least one year of employment, or upon completion of probation in the case of newly hired officers.
- 5. The Employee shall be required to wear the vest while assigned to patrol duties.
- 6. Should an Employee separate from City Service prior to the completion of probation, the vest shall be returned to the City.

ARTICLE XXII MEAL PERIODS

- 1. Except as provided in Section 2 of this Article, all Employees shall be entitled to a 45-minute meal period to be included in the regular shift.

2. Employees assigned to a course of training, a non-patrol assignment, and who are not required to be on-duty during their meal period, shall not be compensated for the time spent on the meal period.
3. Employees assigned as the School Resource Officer (SRO) or to an investigations assignment shall be afforded a paid one-half hour lunch period, during which the SRO shall be subject to call-out.
4. Officers assigned to court shall be compensated for time spent on their meal period, providing they are required to return to court after the meal period.

ARTICLE XXIII OUTSIDE EMPLOYMENT

1. Employees may engage in outside employment, in addition to their City employment, only under the following conditions (as provided by the Personnel Rules, the Police Department "Policies and Procedures Manual", California Penal Code Section 70, and California Government Code Section 1126):
 - A. There shall be no conflict of interest or incompatibility with the Employee's City employment. No Employee shall engage in employment as a Notary Public, Private Detective, Bill Collector, or Counselor at Law. Furthermore, no Employee shall have as a business partner any person whose occupation would fall into the above categories. Furthermore, no Employee shall engage in or participate either directly or indirectly as principal, agent, or employee of:
 - 1) Any tow car, motor vehicle wrecker, ambulance service, or taxicab service.
 - 2) Any establishment where the sale of liquor is the principal business.
 - 3) Any employment dealing with the investigation or adjusting of claims or losses arising out of motor vehicle or other types of accidents.
 - 4) Any employment with any other Law Enforcement Agency, custodial, corrective or investigative agency, or any other type of employment requiring the "power of a peace officer," or in any job where a concealed weapon could be used as part of the Employee function, except as provided in Subsection A.5. below.
 - 5) The City agrees to meet and confer to develop a side letter that lays out the specifics of a program that would allow Employees to seek approval for outside employment under certain conditions. These conditions would include armed private security but would not include temporary employment with other public law enforcement agencies.
 - B. The time involved in outside employment shall not adversely affect the Employee's attitude or efficiency in the Employee's City employment. Unless authorized by the Police Chief, part-time work shall not be performed within 8.0 hours preceding the Employee's normal duty hours with the City of Suisun City. The total time worked shall not exceed 24.0 hours in any seven consecutive days.

- C. No telephone calls or personal contacts concerning the outside employment shall be made during the hours of City employment. The Employee shall not conduct or promote in any manner, the Employee's part-time work while on duty, and the Employee shall not use any of the facilities of the City for that purpose.
 - D. Each Employee shall report all outside employment to the Police Chief and shall secure the written approval of the Police Chief and the City's Personnel Officer prior to the commencement of outside employment. Any Employee desiring to engage in outside employment on a part-time basis shall forward a written request to the Police Chief, in duplicate, outlining the nature of the part-time work, name of employer and whether it is to be long- or short-term work.
2. Employees engaged in part-time work shall not expect or request special consideration as to shift arrangement, illness or injury due to part-time work, or tardiness when starting shift. In the event of illness or injury occurring while engaged in part-time work, a doctor's examination shall be requested before resuming City duties. Part-time employment shall not be engaged in when an Employee is off ill and cannot perform the Employee's duties for the City.

ARTICLE XXIV EDUCATION REIMBURSEMENT

1. Approval. On the written recommendation of the Police Chief and the written approval of the City Manager, an Employee may embark on an approved course of study 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. Such a course of study would not qualify as "self-sponsored training" under the Advanced Assignment and Career Development Program. Any time spent pursuing a course of study shall not be considered being on an on-duty/paid status. If the Police Chief does not recommend reimbursement for a course of study, the Employee may appeal to the City Manager, whose decision shall be final.
2. Alternative Programs Available. Employees may choose from the following Education Reimbursement programs:
- A. Education Reimbursement for Pursuit of an Associates of Arts Degree, which is described in Section 3 of this Article; or
 - B. Education Reimbursement for Job-Related Courses, which is described in Section 4 of this Article; or
 - C. Safety Education Loan Forgiveness (SELF) Program, which is described in Section 5 of this Article.

3. Education Reimbursement for Pursuit of a Degree. For those Employees pursuing an Undergraduate or Graduate Degree, the maximum reimbursement is \$1,800 per year for eligible expenditures that have occurred during that fiscal year. Upon successful completion of the course work (a grade of "C" or better), the Employee shall submit to the Police Chief, copies of dated receipts showing education costs (tuition, books, materials), as well as transcripts, grades or certificates showing successful course completion.

4. Education Reimbursement for Job-Related Courses. For those Employees pursuing an approved course of study that does not involve receiving a college degree, the maximum reimbursement is \$750 per year. Upon successful completion of the course work (a grade of "C" or better), the Employee shall submit to the Police Chief, copies of dated receipts showing education costs (tuition, books, materials), as well as transcripts, grades or certificates showing successful course completion. Job-related training (as opposed to education) will be based on the needs of the department, and it will be provided on an on-duty/paid basis.

5. Safety Education Loan Forgiveness (SELF) Program. SCPOA and the City agree with the interest of enhancing the training and retaining of SCPD employees. Safety Education Loan Forgiveness (SELF) Program would be established to provide a forgivable loan amount of up to a maximum \$10,000 per employee for a program leading to a bachelor's degree or other advanced degree (master's or doctorate). The City would pay an amount up to \$5,000 per fiscal year on behalf of the employee to the educational institution for tuition and related direct expenses as provided below:

- A. In order to be eligible for the program, an employee must have been an employee of SCPD for a minimum of one year and completed field training. The course of study must be approved in advance, be relevant to the City, and be from a regionally accredited, degree-granting institution. The City will develop a list of preapproved courses of study in consultation with SCPOA.
- B. Employees would have up to a maximum of four years to successfully complete the program by obtaining their degree. The maximum loan amount is limited to \$5,000 per year, with a total of \$10,000 per employee within the four-year period.
- C. If an employee (1) does not complete the program within the four years, (2) quits the program, or (3) leaves City service prior to completion of the program, repayment of all funds disbursed under the program would be due back to the City. The repayment would be required to be paid via a payroll deduction (presumably from paid leave cash-out). In the event of insufficient paid leave balances, employees would be permitted to spread the amount due back to the City in equal payments for up to one year, provided they are in City service during this time. If they leave City service during this repayment period, any balance remaining on the final date of employment would become immediately due.

- D. Upon successful completion of the program, provided an employee remains in City service, the loan would be forgiven after the fifth year after the two-year program period. If an employee successfully completes the program, but leaves City service prior to this time, the loan would be required to be paid via a payroll deduction (presumably from paid leave cash-out) based on the following schedule:
- 1) 100% repayment for an employee who leaves City service during the first two years after the initial two-year program period.
 - 2) 75% repayment for an employee who leaves City service during the third year after the initial two-year program period.
 - 3) 50% repayment for an employee who leaves City service during the fourth year after the initial two-year program period.
 - 4) 25% repayment for an employee who leaves City service during the fifth year after the initial two-year program period.
 - 5) 0% repayment for an employee who leaves City service after the fifth year after the initial two-year program period (loan forgiven).

ARTICLE XXV PHYSICAL FITNESS PROGRAM

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

ARTICLE XXVI TEMPORARY MEASURES

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

2. Unwinding Protocol. The Parties agree that unwinding the Temporary Measures is subject to the meet and confer process as provided in the Meyers-Milias-Brown Act (Government Code

Section 3500 *et seq.*). The Parties also agree that the preferred unwinding protocol should proceed as follows:

- A. Selectively Fill Vacant Positions. The highest priority is the selective filling of some or all of the positions that are being held vacant.
- B. Relax Cash-Out Restrictions. In order to ensure that the agreed-upon concessions have the desired effect on the budget, the Parties understand and agree that the cashing out of paid leave needs to be restricted to 32 hours.

ARTICLE XXVII GENERAL PROVISIONS

- 1. Severability. If any provision of this Agreement shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with enforcement of any provision shall be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the Parties shall enter into negotiation for the sole purpose of arriving at a mutually satisfactory replacement for such provision.
- 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 provided in Subsection D. of Section 1 of Article IX, 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. 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 SCPOA.
 - C. Update/Amend/Replace the City's Employer-Employee Relations Resolution; and
 - D. Update/Amend the City's Administrative Directive AD7 – Personnel Rules & Regulations.
 - E. Beginning as early as February 1, 2023, negotiation will reopen for 2023 and be completed no later than June 30, 2023.

- F. Notwithstanding the provisions of California Government Code section 20516.5, the Parties agree that the above-indicated represent the only bases for reopening the Agreement during its term.
5. Savings Clause. In the event that the implementation of any article, section, subsection, or paragraph 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 SCPOA shall, if possible, meet and confer for the purpose of endeavoring to agree on a replacement for such article, section, subsection, or paragraph.
6. No Strike/Lockout. The SCPOA 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 Tentative Agreement and the successor MOU based thereon shall be in full effect from July 1, 2021 through and including June 30, 2023. Either Party may serve upon the other its written request to commence negotiations, as well as its initial written proposals for such successor Agreement as early as February 1, 2023. Upon receipt of such written notice and proposals, negotiation sessions shall commence no later than 30 days thereafter. The Parties hereby declare that it is their mutual interest to negotiate a multi-year successor agreement consistent with City Council policy direction.
8. Distribution of Agreement. Within 10 days of the adoption of this Agreement, all covered Employees shall receive a copy of the Agreement. The "copy" may be provided in electronic format.
9. Effective Date. The effective date of this Agreement shall be July 1, 2021.

[SIGNATURES ON NEXT PAGE]

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

**CITY OF SUISUN CITY
REPRESENTATIVES:**

Gregory Folsom
City Manager

Christina Penland
Human Resources Administrator

Approved as to form
Aleshire & Wynder, LLP

Anthony R. Taylor, City Attorney

**SCPOA
REPRESENTATIVES:**

Michael D. Pugh, Negotiator
Suisun City Police Officers Association

Jeremy Snyder, President
Suisun City Police Officers Association

Sigfred Neri, POA Representative
Suisun City Police Officers Association

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

**CITY OF SUISUN CITY
REPRESENTATIVES:**



Gregory Folsom
City Manager




Christina Penland
Human Resources Administrator

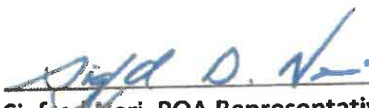
**SCPOA
REPRESENTATIVES:**



Michael D. Pugh, Negotiator
Suisun City Police Officers Association




Jeremy Snyder, President
Suisun City Police Officers Association



Sigfred Neri, POA Representative
Suisun City Police Officers Association

Approved as to form
Aleshire & Wynder, LLP



Anthony R. Taylor, City Attorney

RESOLUTION NO. 2021-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AMENDING THE CITY OF SUISUN CITY SALARY SCHEDULE TO
CORRECTING TYPOGRAPHICAL ERRORS.**

WHEREAS, on July 6, 2021, the City Council approved amendments to the Salary Schedule with the adoption of Resolution No. 2021-64 to incorporate the updated salary of the City Manager; and

WHEREAS, on July 20, 2021, the City Council approved the current Salary Schedule with the adoption of Resolution No. 2021-71 to incorporate the negotiated items from the labor agreements; and

WHEREAS, the City has identified typographical errors on the current Salary Schedule to the classifications of City Manager, Police Commander and Senior Planner that need to be corrected;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City hereby adopts Resolution No. 2021-____: Approving the Amended City of Suisun City Salary Schedule.

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

AYES:	Council Members:	_____
NOES:	Council Members:	_____
ABSENT:	Council Members:	_____
ABSTAIN:	Council Members:	_____

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

Donna Pock, CMC
Deputy City Clerk

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Section No. 1: Executive Management Salary Schedule

Job Class	Effective Date	Range	Starting		Ending	
			Monthly	Hourly	Ending	Hourly
Chief Building Official*	12/27/19	135	\$ 7,842	\$ 45.24	\$ 10,587	\$ 61.08
City Manager* (1)	04/01/21	100	\$ 13,490	\$ 77.82	\$ 18,211	\$ 105.06
Community Development Director*	12/27/19	130	\$ 7,842	\$ 45.24	\$ 10,587	\$ 61.08
Development Services Director*	12/27/19	128	\$ 8,795	\$ 50.74	\$ 11,873	\$ 68.50
Economic Development Director*	12/27/19	125	\$ 7,842	\$ 45.24	\$ 10,587	\$ 61.08
Finance Director*	03/04/20	108	\$ 8,795	\$ 50.74	\$ 11,873	\$ 68.50
Fire Chief*	12/27/19	115	\$ 11,112	\$ 64.11	\$ 13,507	\$ 77.93
Police Chief*	12/27/19	110	\$ 11,112	\$ 64.11	\$ 13,507	\$ 77.93
Pub. Wks. & Bldg. Director/City Engineer*	12/27/19	123	\$ 8,795	\$ 50.74	\$ 11,873	\$ 68.50
Recreation, Parks & Marina Director*	12/27/19	140	\$ 8,795	\$ 50.74	\$ 11,873	\$ 68.50

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***FLSA Exempt**

(1) City Manager salary adjustments are set by contract.

Monthly amounts rounded to the nearest dollar

Section No. 2: Professional/Technical Salary Schedule

Job Class	Effective Date	Range	A Step		B Step		C Step		D Step		E Step	
			Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Accountant*	07/01/21	200	\$ 5,487	\$ 31.66	\$ 5,762	\$ 33.24	\$ 6,050	\$ 34.90	\$ 6,352	\$ 36.65	\$ 6,670	\$ 38.48
Accounting Services Manager*	07/01/21	207	\$ 6,964	\$ 40.18	\$ 7,312	\$ 42.19	\$ 7,678	\$ 44.30	\$ 8,062	\$ 46.51	\$ 8,465	\$ 48.84
Assistant/Associate Engineer- Associate*	07/01/21	221	\$ 6,964	\$ 40.18	\$ 7,312	\$ 42.19	\$ 7,678	\$ 44.30	\$ 8,062	\$ 46.51	\$ 8,465	\$ 48.84
Assistant/Associate Engineer-Assistant*	07/01/21	220	\$ 6,331	\$ 36.52	\$ 6,647	\$ 38.35	\$ 6,980	\$ 40.27	\$ 7,329	\$ 42.28	\$ 7,695	\$ 44.39
Assistant/Associate Planner-Assistant*	07/01/21	250	\$ 5,487	\$ 31.66	\$ 5,762	\$ 33.24	\$ 6,050	\$ 34.90	\$ 6,352	\$ 36.65	\$ 6,670	\$ 38.48
Assistant/Associate Planner-Associate*	07/01/21	251	\$ 6,037	\$ 34.83	\$ 6,339	\$ 36.57	\$ 6,656	\$ 38.40	\$ 6,989	\$ 40.32	\$ 7,338	\$ 42.33
Building Inspection Services Manager*	07/01/21	216	\$ 6,964	\$ 40.18	\$ 7,312	\$ 42.19	\$ 7,678	\$ 44.30	\$ 8,062	\$ 46.51	\$ 8,465	\$ 48.84
City Engineer*	07/01/21	267	\$ 8,709	\$ 50.24	\$ 9,145	\$ 52.76	\$ 9,602	\$ 55.40	\$ 10,082	\$ 58.16	\$ 10,586	\$ 61.07
Dispatch/Records Supervisor*	07/01/21	223	\$ 5,148	\$ 29.70	\$ 5,406	\$ 31.19	\$ 5,676	\$ 32.75	\$ 5,960	\$ 34.38	\$ 6,258	\$ 36.10
Financial Services Manager*	07/01/21	225	\$ 7,256	\$ 41.86	\$ 7,619	\$ 43.96	\$ 8,000	\$ 46.15	\$ 8,400	\$ 48.46	\$ 8,820	\$ 50.88
Fire Captain (2,912 annual hours)	07/01/21	202	\$ 6,687	\$ 26.84	\$ 7,021	\$ 28.18	\$ 7,372	\$ 29.59	\$ 7,741	\$ 31.07	\$ 8,128	\$ 32.62
Fire Division Chief*	07/01/21	237	\$ 7,961	\$ 45.93	\$ 8,359	\$ 48.23	\$ 8,777	\$ 50.64	\$ 9,216	\$ 53.17	\$ 9,677	\$ 55.83
Housing Manager*	07/01/21	230	\$ 5,803	\$ 33.48	\$ 6,094	\$ 35.15	\$ 6,398	\$ 36.91	\$ 6,718	\$ 38.76	\$ 7,054	\$ 40.70
IT Services Manager*	07/01/21	276	\$ 6,964	\$ 40.18	\$ 7,312	\$ 42.19	\$ 7,678	\$ 44.30	\$ 8,062	\$ 46.51	\$ 8,465	\$ 48.84
Management Analyst I/II-I*	07/01/21	235	\$ 5,487	\$ 31.66	\$ 5,762	\$ 33.24	\$ 6,050	\$ 34.90	\$ 6,352	\$ 36.65	\$ 6,670	\$ 38.48
Management Analyst I/II-II*	07/01/21	236	\$ 6,037	\$ 34.83	\$ 6,339	\$ 36.57	\$ 6,656	\$ 38.40	\$ 6,989	\$ 40.32	\$ 7,338	\$ 42.33
Marina & Waterfront Events Manager*	07/01/21	240	\$ 6,037	\$ 34.83	\$ 6,339	\$ 36.57	\$ 6,656	\$ 38.40	\$ 6,989	\$ 40.32	\$ 7,338	\$ 42.33
Marketing Manager*	07/01/21	245	\$ 5,510	\$ 31.79	\$ 5,786	\$ 33.38	\$ 6,075	\$ 35.05	\$ 6,379	\$ 36.80	\$ 6,698	\$ 38.64
Police Commander*	07/01/21	255	\$ 8,684	\$ 50.10	\$ 9,118	\$ 52.60	\$ 9,574	\$ 55.23	\$ 10,052	\$ 57.99	\$ 10,555	\$ 60.90
Police Support Services Manager*	07/01/21	270	\$ 6,964	\$ 40.18	\$ 7,312	\$ 42.19	\$ 7,678	\$ 44.30	\$ 8,062	\$ 46.51	\$ 8,465	\$ 48.84
Project Manager*	07/01/21	260	\$ 6,338	\$ 36.57	\$ 6,655	\$ 38.39	\$ 6,988	\$ 40.31	\$ 7,337	\$ 42.33	\$ 7,704	\$ 44.45
Public Works Superintendent*	07/01/21	265	\$ 7,903	\$ 45.59	\$ 8,298	\$ 47.87	\$ 8,713	\$ 50.27	\$ 9,149	\$ 52.78	\$ 9,606	\$ 55.42
Public Works Supervisor*	07/01/21	222	\$ 5,124	\$ 29.56	\$ 5,380	\$ 31.04	\$ 5,649	\$ 32.59	\$ 5,931	\$ 34.22	\$ 6,228	\$ 35.93
Recreation Supervisor*	07/01/21	241	\$ 4,380	\$ 25.27	\$ 4,599	\$ 26.53	\$ 4,829	\$ 27.86	\$ 5,070	\$ 29.25	\$ 5,324	\$ 30.72
Secretary to City Manager/Deputy City Clerk (C)*	07/01/21	300	\$ 4,813	\$ 27.77	\$ 5,053	\$ 29.15	\$ 5,306	\$ 30.61	\$ 5,571	\$ 32.14	\$ 5,850	\$ 33.75
Senior Accountant*	07/01/21	205	\$ 6,338	\$ 36.57	\$ 6,655	\$ 38.39	\$ 6,988	\$ 40.31	\$ 7,337	\$ 42.33	\$ 7,704	\$ 44.45
Senior Building Inspector*	07/01/21	215	\$ 6,338	\$ 36.57	\$ 6,655	\$ 38.39	\$ 6,988	\$ 40.31	\$ 7,337	\$ 42.33	\$ 7,704	\$ 44.45
Senior Management Analyst*	07/01/21	238	\$ 6,640	\$ 38.31	\$ 6,972	\$ 40.22	\$ 7,321	\$ 42.23	\$ 7,687	\$ 44.35	\$ 8,071	\$ 46.56
Senior Planner*	07/01/21	239	\$ 6,640	\$ 38.31	\$ 6,972	\$ 40.22	\$ 7,321	\$ 42.23	\$ 7,687	\$ 44.35	\$ 8,071	\$ 46.57

* FLSA Exempt

Bold denotes benchmark class

(C) denotes a confidential class

Monthly amounts rounded to the nearest dollar

Section No. 3: Police Non-Management Salary Schedule

Job Class	Effective Date	Range	A Step		B Step		C Step		D Step		E Step	
			Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Police Officer Police Sergeant	12/27/19	400	\$ 5,458	\$31.49	\$ 5,731	\$33.06	\$ 6,017	\$34.71	\$ 6,318	\$ 36.45	\$ 6,634	\$38.27
	12/27/19	450	\$ 6,928	\$39.97	\$ 7,274	\$41.97	\$ 7,638	\$44.07	\$ 8,020	\$ 46.27	\$ 8,421	\$48.58

Bold denotes benchmark class

Monthly amounts rounded to the nearest dollar

Section No. 4: General City Service

Job Class	Effective Date	Range	A Step		B Step		C Step		D Step		E Step	
			Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Account Clerk I/II-I	12/27/19	500	\$ 2,990	\$ 17.25	\$ 3,139	\$ 18.11	\$ 3,296	\$ 19.02	\$ 3,461	\$ 19.97	\$ 3,634	\$ 20.97
Account Clerk I/II-II	12/27/19	501	\$ 3,289	\$ 18.98	\$ 3,454	\$ 19.92	\$ 3,626	\$ 20.92	\$ 3,808	\$ 21.97	\$ 3,998	\$ 23.07
Account Clerk III	12/27/19	503	\$ 3,617	\$ 20.87	\$ 3,798	\$ 21.91	\$ 3,988	\$ 23.01	\$ 4,188	\$ 24.16	\$ 4,397	\$ 25.37
Accounting Technician	12/27/19	508	\$ 4,037	\$ 23.29	\$ 4,239	\$ 24.45	\$ 4,451	\$ 25.68	\$ 4,673	\$ 26.96	\$ 4,907	\$ 28.31
Administrative Assistant I/II-I	12/27/19	510	\$ 3,883	\$ 22.40	\$ 4,077	\$ 23.52	\$ 4,281	\$ 24.70	\$ 4,495	\$ 25.93	\$ 4,720	\$ 27.23
Administrative Assistant II/II-II	12/27/19	511	\$ 4,157	\$ 23.98	\$ 4,365	\$ 25.18	\$ 4,583	\$ 26.44	\$ 4,812	\$ 27.76	\$ 5,053	\$ 29.15
Building Maintenance Worker I/II-I	07/01/21	565	\$ 3,442	\$ 19.86	\$ 3,614	\$ 20.85	\$ 3,795	\$ 21.89	\$ 3,985	\$ 22.99	\$ 4,184	\$ 24.14
Building Maintenance Worker I/II-II	07/01/21	566	\$ 3,786	\$ 21.84	\$ 3,975	\$ 22.93	\$ 4,174	\$ 24.08	\$ 4,383	\$ 25.29	\$ 4,602	\$ 26.55
Building Inspector I/II-I	12/27/19	520	\$ 4,665	\$ 26.91	\$ 4,898	\$ 28.26	\$ 5,143	\$ 29.67	\$ 5,400	\$ 31.15	\$ 5,670	\$ 32.71
Building Inspector I/II-II	12/27/19	521	\$ 5,130	\$ 29.59	\$ 5,386	\$ 31.07	\$ 5,655	\$ 32.63	\$ 5,938	\$ 34.26	\$ 6,235	\$ 35.97
Community Services Officer I/II-I	12/27/19	535	\$ 3,406	\$ 19.65	\$ 3,576	\$ 20.63	\$ 3,755	\$ 21.66	\$ 3,943	\$ 22.75	\$ 4,140	\$ 23.88
Community Services Officer I/II-II	12/27/19	536	\$ 3,748	\$ 21.62	\$ 3,936	\$ 22.71	\$ 4,132	\$ 23.84	\$ 4,339	\$ 25.03	\$ 4,556	\$ 26.28
Computer Technician	12/27/19	545	\$ 5,392	\$ 31.11	\$ 5,662	\$ 32.66	\$ 5,945	\$ 34.30	\$ 6,242	\$ 36.01	\$ 6,554	\$ 37.81
Fleet Mechanic	12/27/19	555	\$ 3,974	\$ 22.93	\$ 4,173	\$ 24.08	\$ 4,382	\$ 25.28	\$ 4,601	\$ 26.54	\$ 4,831	\$ 27.87
Housing Specialist I/II-I	12/27/19	560	\$ 4,157	\$ 23.98	\$ 4,365	\$ 25.18	\$ 4,583	\$ 26.44	\$ 4,812	\$ 27.76	\$ 5,053	\$ 29.15
Housing Specialist I/II-II	12/27/19	561	\$ 4,364	\$ 25.17	\$ 4,582	\$ 26.43	\$ 4,811	\$ 27.76	\$ 5,051	\$ 29.14	\$ 5,304	\$ 30.60
Human Resources Technician (C)	12/27/19	519	\$ 4,573	\$ 26.39	\$ 4,802	\$ 27.70	\$ 5,042	\$ 29.09	\$ 5,294	\$ 30.54	\$ 5,559	\$ 32.07
Maintenance Worker I/II-I	12/27/19	565	\$ 3,442	\$ 19.86	\$ 3,614	\$ 20.85	\$ 3,795	\$ 21.89	\$ 3,985	\$ 22.99	\$ 4,184	\$ 24.14
Maintenance Worker I/II-II	12/27/19	566	\$ 3,786	\$ 21.84	\$ 3,975	\$ 22.93	\$ 4,174	\$ 24.08	\$ 4,383	\$ 25.29	\$ 4,602	\$ 26.55
Office Assistant	12/27/19	509	\$ 3,249	\$ 18.74	\$ 3,411	\$ 19.68	\$ 3,582	\$ 20.66	\$ 3,761	\$ 21.70	\$ 3,949	\$ 22.78
Permit Technician	12/27/19	518	\$ 4,573	\$ 26.39	\$ 4,802	\$ 27.70	\$ 5,042	\$ 29.09	\$ 5,294	\$ 30.54	\$ 5,559	\$ 32.07
Police Evidence and Property Technician I/II - I	07/20/21	535	\$ 3,406	\$ 19.65	\$ 3,576	\$ 20.63	\$ 3,755	\$ 21.66	\$ 3,943	\$ 22.75	\$ 4,140	\$ 23.88
Police Evidence and Property Technician I/II - II	07/20/21	536	\$ 3,748	\$ 21.62	\$ 3,936	\$ 22.71	\$ 4,132	\$ 23.84	\$ 4,339	\$ 25.03	\$ 4,556	\$ 26.28
Public Safety Dispatcher I/II-I	12/27/19	525	\$ 3,974	\$ 22.93	\$ 4,173	\$ 24.08	\$ 4,382	\$ 25.28	\$ 4,601	\$ 26.54	\$ 4,831	\$ 27.87
Public Safety Dispatcher I/II-II	12/27/19	526	\$ 4,255	\$ 24.55	\$ 4,468	\$ 25.78	\$ 4,691	\$ 27.06	\$ 4,926	\$ 28.42	\$ 5,172	\$ 29.84
Public Works Inspector	12/27/19	570	\$ 5,190	\$ 29.94	\$ 5,449	\$ 31.44	\$ 5,722	\$ 33.01	\$ 6,008	\$ 34.66	\$ 6,308	\$ 36.39
Recreation Program Administrative Coordinator	12/27/19	581	\$ 3,883	\$ 22.40	\$ 4,077	\$ 23.52	\$ 4,281	\$ 24.70	\$ 4,495	\$ 25.93	\$ 4,720	\$ 27.23
Recreation Coordinator	12/27/19	580	\$ 4,053	\$ 23.38	\$ 4,255	\$ 24.55	\$ 4,468	\$ 25.78	\$ 4,691	\$ 27.07	\$ 4,926	\$ 28.42
Senior Account Clerk	12/27/19	505	\$ 4,037	\$ 23.29	\$ 4,239	\$ 24.45	\$ 4,451	\$ 25.68	\$ 4,673	\$ 26.96	\$ 4,907	\$ 28.31
Senior Maintenance Worker	12/27/19	568	\$ 3,974	\$ 22.93	\$ 4,173	\$ 24.08	\$ 4,382	\$ 25.28	\$ 4,601	\$ 26.54	\$ 4,831	\$ 27.87
Senior Public Safety Dispatcher	12/27/19	530	\$ 4,680	\$ 27.00	\$ 4,914	\$ 28.35	\$ 5,160	\$ 29.77	\$ 5,418	\$ 31.26	\$ 5,689	\$ 32.82
Youth Services Specialist	12/27/19	590	\$ 4,786	\$ 27.61	\$ 5,025	\$ 28.99	\$ 5,276	\$ 30.44	\$ 5,540	\$ 31.96	\$ 5,817	\$ 33.56

***FLSA Exempt**

Bold denotes benchmark class

(C) denotes a confidential class

Monthly amounts rounded to the nearest dollar

Section No. 5: Unrepresented Salary Schedule

Job Class	Effective Date	Range	A Step		B Step		C Step		D Step		E Step	
			Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Fire Engineer (2912 annual hours)	12/27/19	203	\$ 6,130	\$ 24.60	\$ 6,436	\$ 25.83	\$ 6,758	\$ 27.12	\$ 7,096	\$ 28.48	\$ 7,451	\$ 29.90

Job Class	Effective Date	Range	Starting		Ending	
			Monthly	Hourly	Ending	Hourly
Human Resources Administrator*	01/19/21	242	\$ 7,278	\$ 41.99	\$ 9,825	\$ 56.68

*FLSA Exempt

Bold denotes benchmark class

Monthly amounts rounded to the nearest dollar

Section No. 6: Temporary/Hourly Employees

Effective: December 25, 2020

Minimum \$ 14.00

Job Class	Range	A	B	C	D	E
<i>Administrative Assistant I - Temp</i>	925	\$17.97	\$18.87	\$19.81	\$20.80	\$21.84
<i>Background Investigator</i>	955	\$49.92				
<i>Building Maintenance Worker I/II-I - Temp</i>	914	\$16.80	\$17.64	\$18.52	\$19.45	\$20.42
<i>Communications & Records Tech I - Temp</i>	920	\$18.34	\$19.25	\$20.22	\$21.23	\$22.29
<i>Community Services Officer I/II-I - Temp</i>	930	\$17.23	\$18.09	\$18.99	\$19.94	\$20.94
<i>Computer Systems Specialist</i>	917	\$18.34	\$19.25	\$20.22	\$21.23	\$22.29
<i>Economic Development Consultant</i>	956	\$65.00				
<i>Engineering Technician - Temp</i>	900	\$22.17	\$23.28	\$24.44	\$25.67	\$26.95
<i>Financial Services Specialist</i>	918	\$18.34	\$19.25	\$20.22	\$21.23	\$22.29
<i>Firefighter - Temp</i>	910	\$18.95	\$19.89	\$20.89	\$21.93	\$23.03
<i>Maintenance Worker I - Temp</i>	915	\$17.81	\$18.70	\$19.64	\$20.62	\$21.65
<i>Maintenance Worker II - Temp</i>	916	\$19.60	\$20.58	\$21.61	\$22.69	\$23.82
<i>Office Assistant - Temp</i>	926	\$16.45	\$17.28	\$18.14	\$19.05	\$20.00
<i>Planning Specialist</i>	919	\$18.34	\$19.25	\$20.22	\$21.23	\$22.29
<i>Police Officer - Temp</i>	905	\$18.95	\$19.89	\$20.89	\$21.93	\$23.03
<i>Police Officer Trainee</i>	906	\$28.63	\$30.06			
<i>Public Works Specialist</i>	921	\$18.34	\$19.25	\$20.22	\$21.23	\$22.29
<i>Recreation Specialist I</i>	935		\$14.28	\$14.99	\$15.74	\$16.53
<i>Recreation Specialist II</i>	936	\$14.96	\$15.71	\$16.50	\$17.32	\$18.19
<i>Recreation Specialist III</i>	937	\$16.45	\$17.28	\$18.14	\$19.05	\$20.00
<i>Recreation Specialist Supervisor</i>	939	\$18.10	\$19.00	\$19.95	\$20.95	\$22.00
<i>Traffic Engineer - Temp</i>	959	\$85.00				

Section No. 6: Temporary/Hourly Employees

Effective: December 24, 2021

Minimum \$ 15.00

Job Class	Range	A	B	C	D	E
<i>Administrative Assistant I - Temp</i>	925	\$18.69	\$19.63	\$20.61	\$21.64	\$22.72
<i>Background Investigator</i>	955	\$49.92				
<i>Building Maintenance Worker I/II-I - Temp</i>	914	\$17.64	\$18.52	\$19.45	\$20.42	\$21.44
<i>Communications & Records Tech I - Temp</i>	920	\$19.07	\$20.02	\$21.02	\$22.08	\$23.18
<i>Community Services Officer I/II-I - Temp</i>	930	\$17.91	\$18.81	\$19.75	\$20.73	\$21.77
<i>Computer Systems Specialist</i>	917	\$19.07	\$20.02	\$21.02	\$22.08	\$23.18
<i>Economic Development Consultant</i>	956	\$65.00				
<i>Engineering Technician - Temp</i>	900	\$23.06	\$24.21	\$25.42	\$26.70	\$28.03
<i>Financial Services Specialist</i>	918	\$19.07	\$20.02	\$21.02	\$22.08	\$23.18
<i>Firefighter - Temp</i>	910	\$19.70	\$20.69	\$21.72	\$22.81	\$23.95
<i>Maintenance Worker I - Temp</i>	915	\$18.70	\$19.64	\$20.62	\$21.65	\$22.73
<i>Maintenance Worker II - Temp</i>	916	\$20.58	\$21.60	\$22.68	\$23.82	\$25.01
<i>Office Assistant - Temp</i>	926	\$17.61	\$18.49	\$19.41	\$20.38	\$21.40
<i>Planning Specialist</i>	919	\$19.07	\$20.02	\$21.02	\$22.08	\$23.18
<i>Police Officer - Temp</i>	905	\$19.70	\$20.69	\$21.72	\$22.81	\$23.95
<i>Police Officer Trainee</i>	906	\$28.63	\$30.06			
<i>Public Works Specialist</i>	921	\$19.07	\$20.02	\$21.02	\$22.08	\$23.18
<i>Recreation Specialist I</i>	935		\$15.28	\$16.05	\$16.85	\$17.69
<i>Recreation Specialist II</i>	936	\$16.01	\$16.81	\$17.65	\$18.53	\$19.46
<i>Recreation Specialist III</i>	937	\$17.61	\$18.49	\$19.41	\$20.38	\$21.40
<i>Recreation Specialist Supervisor</i>	939	\$19.37	\$20.34	\$21.36	\$22.43	\$23.55
<i>Traffic Engineer - Temp</i>	959	\$85.00				

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**TENTATIVE AGREEMENT BETWEEN THE CITY OF SUISUN CITY
AND THE SUISUN CITY MANAGEMENT & PROFESSIONAL EMPLOYEES' ASSOCIATION
FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING**

The current Memorandum of Understanding ("MOU") between the City of Suisun City ("City") and the Suisun City Management & Professional Employees' Association ("Association"), covering the period January 1, 2019 through June 30, 2021, and all Amendments thereto, expired by its own terms on June 30, 2021 ("SCMPEA MOU 2019-21"). The parties commenced negotiations on March 16, 2021 regarding a successor MOU pursuant to the Meyers-Milias-Brown Act ("MMBA") (Gov't Code Sections 3500 - 3511). The following Tentative Agreement for a successor Memorandum of Understanding between the City and the Association and its deal terms have been ratified by the Association, but remains subject to formal approval/adoption by the City Council per California Government Code Section 3505.1, which provides:

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

The deal points for the successor MOU for the Fiscal Years 2021-2023 covering the wages, hours and other terms and conditions of employment of the employees in the bargaining unit represented by the Association are set forth below. All terms and conditions of the prior SCMPEA MOU 2019-2021 and any amendments thereto shall be maintained unless expressly modified or changed herein until the successor MOU is jointly prepared by the parties, ratified by the Association and accepted, approved and adopted by City Council, which shall then supersede and replace this Tentative Agreement and the prior SCMPEA MOU 2019-2021 and any amendments thereto.

TENTATIVE AGREEMENT DEAL POINTS

Article No.	Subject	Tentative Agreement
XLIV	Term	July 1, 2021 through June 30, 2023
IV	Recognition	Clean up the list of represented job classes, clear up job titles and all classes will be alphabetized.
VII	Compensation	<p>1. <u>Salaries</u>. [Delete current language and replace with the following.]</p> <p><u>Assuming funding pursuant to the American Rescue Plan Act of 2021 (which guidelines have only recently been published) as a condition precedent, the City proposes to provide additional pay to all bargaining unit employees as follows:</u></p> <p>A. <u>Miscellaneous. The City will provide a \$2.00 per hour non-pensionable additional pay on top of the base pay rate for all represented miscellaneous job classes (except the Police Support Services Manager).</u></p>



Article No.	Subject	Tentative Agreement
		<p>B. <u>Police Support Services Manager. The City will provide a \$4.00 per hour non-pensionable additional pay on top of the base pay rate.</u></p> <p>C. <u>Police and Fire. The City will provide a \$6.00 per hour non-pensionable additional pay on top of the base pay rate for all represented safety job classes.</u></p> <p>D. <u>Additional pay increases will be effective retroactively to July 1, 2021, if the Tentative Agreement is ratified and signed by Union at least one day prior to the City Council meeting scheduled for July 6, 2021. Alternatively, the premium increase will be effective the first full pay period after City Council adoption of the Tentative Agreement.</u></p> <p><u>Payments will be made on a bi-weekly basis. All the hourly increases authorized herein will sunset June 30, 2023.</u></p> <p><u>The previously provided Critical Staffing Retention and Recruiting Pay sunset/expired on June 30, 2021 and shall not be included in this successor MOU.</u></p>
VII	Compensation	<p>New Language:</p> <p><u>The Salary Schedule for SCMPEA Employees will be converted to a 5-step pay scale as of the effective date of City Council adoption of this Tentative Agreement.</u></p>
VII	Compensation	<p>3. <u>Special Circumstances - The Police Support Services Manager.</u> The Police <u>Support Services Manager Dispatch/Records Supervisor</u> 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:</p> <p>A. The <u>Support Services Manager Dispatch/Records Supervisor</u> will not be compensated for hours worked in addition to scheduled work hours when performing the supervisory duties of the position.</p> <p>B. If, as a result of a Critical Staffing Shortage, the Police <u>Support Services Manager Dispatch/Records Supervisor</u> is assigned by <u>their his/her</u> 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 I/II II E-Step.</p> <p>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.</p> <p>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.</p> <p>E. During the Critical Staffing Shortages the Suisun City Police Department Communications Center will be staffed with one (1) Public Safety Dispatcher.</p> <p>F. A Non-Critical Staffing Period is one in which adequate staffing is available to fill an unexpected vacancy or a shift shortage. The <u>Support Services Manager Dispatch/Records Supervisor</u> is authorized to require an available Public Safety Dispatcher to fill a shift vacancy.</p>



Article No.	Subject	Tentative Agreement
		<p>Should the <u>Support Services Manager Dispatch/Records Supervisor</u> choose to work a vacant shift to avoid requiring an available Public Safety Dispatcher to work, the time worked will not be compensable.</p> <p>G. During scheduled workdays, the <u>Support Services Manager Dispatch/Records Supervisor</u> 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.</p>
VII	Compensation	<p>New Language:</p> <p><u>Special Circumstances – Police Commanders: 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.</u></p>
VIII	Retirement Benefits	<p>1. <u>Classic Miscellaneous Employee Benefits.</u> Except as otherwise provided in this Article, the City agrees to provide the 2.0 percent at 55 PERS Retirement Plan, <u>with One-Year Final Compensation</u>, including the 1959 Survivor's Benefit Level 3, for Miscellaneous Employees. The City will pay 100 percent of both the employee and employer contributions. PERS Employer Paid Member Contributions (EPMC) will be reported as "Special Compensation". <u>The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS. All Miscellaneous employees covered by this MOU will receive an increase to their base hourly rate of 7.5 percent in exchange for Classic Miscellaneous employees paying the full employee contribution along with PEPRAs employees as soon as practicable after CalPERS approval of the EPMC change.</u></p> <p>2. <u>Classic Safety Fire Employee Benefits.</u> Except as otherwise provided in this Article, the City agrees to provide the 2.0 percent at 55 PERS Retirement Plan, <u>with One-Year Final Compensation</u>, including the 1959 Survivor's Benefit Level 3, for Safety Fire Employees The City will pay 100 percent of both the employee and employer contributions. PERS Employer Paid Member Contributions (EPMC) will be reported as "Special Compensation". <u>The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS.</u> 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. <u>All Fire Safety employees covered by this MOU will receive an increase to their base hourly rate of 7.5 percent in exchange for the Classic Safety Fire Employees paying the full employee contribution along with PEPRAs employees as soon as practicable after CalPERS approval of the EPMC change.</u></p> <p>3. <u>Classic Safety Police Employee Benefits.</u> 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:</p> <p>A. The City agrees to continue to provide Level 4, Survivor Benefits through Public Employees Retirement System, (hereinafter "PERS").</p>



Article No.	Subject	Tentative Agreement												
		<p>B. The City shall pay the Employer's contribution. , as well as 5.0 percent of the total Employee's contribution of 9.0 percent. Each covered Employee shall pay the 4.0 percent balance of the Employee's contribution. The employee shall pay the Employee's contribution as established by CalPERS.</p> <p>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.</p> <p>E. <u>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..</u></p> <p>8. One Year Final Compensation. The City provides one year final compensation pursuant to Government Code Section 20042.</p>												
VIII	Retirement Benefits	<p>Eliminate Section 7 entirely as it no longer applies.</p> <p>7. Participation in Group Medical/Dental. Any eligible Employee approved for a service retirement shall be entitled to participate in a City provided group medical/dental plan, as long as it is permissible by the insurance provider, and as long as the retiree makes full and prompt payment of the full premium costs to the City. At any time such payments fall in arrears, the retiree shall cease to be eligible for group health plan membership.</p>												
New	Supplemental Insurance	<p>The City has contracted with Colonial to replace Aflac for voluntary supplemental insurance benefits. As of 7/1/2021, the City will no longer deduct Aflac payments via payroll deduction. Employees will have the option to continue their Aflac coverage on their own or can enroll in Colonial which will be administered by City payroll deductions. It shall be agreed that the City may choose different supplemental insurance providers from time to time as needed to provide such voluntary benefits in the best interests of the City.</p>												
XIV	Uniforms	<p>1. <u>Uniform Allowances.</u> Annually on or before the dates indicated, the City shall pay those Employees required to wear uniforms in the performance of their duties as follows:</p> <table><tr><th><u>Job Class</u></th><th><u>Total</u></th></tr><tr><td>Police Commander</td><td>\$1300</td></tr><tr><td><u>Fire Division Chief</u></td><td><u>\$1300</u></td></tr><tr><td>Administrative Fire Captain</td><td>\$1300</td></tr><tr><td><u>Police Support Services Manager</u></td><td><u>\$900</u></td></tr><tr><td>Police Dispatch/Records Supervisor</td><td>\$900</td></tr></table> <p>Uniform allowance will be paid on the regular paychecks of a pro-rata basis, equally divided across each of the 26 paychecks.</p> <p>2. <u>Other Uniforms.</u> 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 & Building Director/City Engineer in a written departmental policy.</p>	<u>Job Class</u>	<u>Total</u>	Police Commander	\$1300	<u>Fire Division Chief</u>	<u>\$1300</u>	Administrative Fire Captain	\$1300	<u>Police Support Services Manager</u>	<u>\$900</u>	Police Dispatch/Records Supervisor	\$900
<u>Job Class</u>	<u>Total</u>													
Police Commander	\$1300													
<u>Fire Division Chief</u>	<u>\$1300</u>													
Administrative Fire Captain	\$1300													
<u>Police Support Services Manager</u>	<u>\$900</u>													
Police Dispatch/Records Supervisor	\$900													



Article No.	Subject	Tentative Agreement
XV	Hours of Work	<p>2. <u>Work Schedules</u>. At the discretion of the City, Regular, Full-Time Employees shall be assigned to one of the following work schedules:</p> <p>B. A work period of 99.0 hours as assigned during eight workdays in a fourteen-day period, beginning at 12:00 a.m. on Friday through midnight on Thursday of the second week. The normal workday shall be 12.0 hours, except Wednesday (Drill night). The Administrative Fire Captains will alternate attending Drill in order to ensure consistency in training (15.0 hour scheduled workday). The Administrative Fire Captain who attends Drill will conduct training the following day. This schedule applies only to the Administrative Fire Captain job class.</p> <p>H. Administrative Fire Captain guidelines:</p> <p>1. <u>Work Schedule</u> – In addition to those work schedules already set forth in the SCMPEA MOU, beginning the first pay period after the effective date of this Agreement, Administrative Fire Captains will be <u>are</u> assigned to a 48/96 work schedule consisting of 24-hour shifts to comprise a 56-hour workweek to be determined by the Fire Chief.</p> <p>6. <u>Salaries</u> – The City will provide hourly compensation for Administrative Fire Captains at the same monthly rate as contained in Exhibit A of the SCMPEA MOU the Citywide Salary Schedule. Hourly rates will be calculated to reflect Alternative Work Schedules described herein. The new hourly salary table for these employees is attached hereto as an updated Exhibit A.</p>
XV	Hours of Work	<p>New Language (after Executive Leave):</p> <p><u>Executive Leave Cash-Out. Employees are allowed to 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 buyback, 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.</u></p>
XVI	Vacation Leave	<p>1. <u>Vacation Accrual</u>. 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):</p> <p>A. <u>For the First Five Years of Service</u>. Employees shall earn and be credited with Vacation Leave at the rate of 10 workdays (80.0 hours <u>per year</u> for those working 40.0 hours per week, or 99.0 hours for those working 49.5 hours per week) <u>or 9/80 two-week schedule per year</u>.</p> <p>B. <u>Commencing with the Sixth Year</u>. Employees shall earn and be credited with Vacation Leave at the rate of 15 workdays (120.0 hours <u>per year</u> for those working 40.0 hours per week, or 148.5 hours for those working 49.5 hours per week) <u>or 9/80 two-week schedule per year</u>.</p>



Article No.	Subject	Tentative Agreement
		<p>C. <u>Commencing with the Eleventh Year.</u> Employees shall earn and be credited with Vacation Leave at the rate of 18 workdays (144160.0 hours <u>per year</u> for those working 40.0 hours per week, or 178.2 hours for those working 49.5 hours per week) <u>or 9/80 two-week schedule per year.</u></p> <p>D. <u>Commencing with the Sixteenth Year.</u> Employees shall earn and be credited with Vacation Leave at the rate of 20 workdays (160184.0 hours <u>per year</u> for those working 40.0 hours per week, or 198.0 hours for those working 49.5 hours per week) <u>or 9/80 two-week schedule per year.</u></p> <p>E. Commencing with the Twentieth Year. Employees shall earn and be credited with Vacation Leave at the rate of 23 workdays (184.0 hours for those working 40.0 hours per week, or 227.7 hours for those working 49.5 hours per week) per year.</p> <p><u>2. Fire Vacation Accrual. Vacation to be reflected in terms of hours not workdays.</u></p> <p>A. <u>For the First Five Years of Service: Employees shall earn and be credited with Vacation Leave at the rate of 2 weeks (10 days) @ 112.0 hours per year for those working a 56 hours per week schedule. (112 hrs — 4.31)</u></p> <p>B. <u>Commencing at the start of the Six Year: Employees shall earn and be credited with Vacation Leave at the rate of 3 weeks (15 days) @ 168.0 hours per year for those working a 56 hours per week schedule. (168 hrs — 6.46)</u></p> <p>C. <u>Commencing at the start of the Eleventh Year: Employees shall earn and be credited with Vacation Leave at the rate of 4 weeks (20 days) @ 224.0 hours per year for those working a 56 hours per week schedule. (224 hrs — 8.62)</u></p> <p>D. <u>Commencing at the start of the Sixteenth Year: Employees shall earn and be credited with Vacation Leave at the rate of 4.5 weeks (23 days) @ 257.6 hours per year for those working a 56 hours per week schedule. (257.6 hrs — 9.84)</u></p> <p>[Renumber the rest of the sections under vacation accrual from 2-7 to 3-8.]</p>
XVI	Vacation Leave	<p>3. <u>Vacation Buy-Back Cash-Out: Employees may not cash-out Vacation Leave except upon leave City service or in the case of an emergency with City Manager approval. 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 CTO by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form. 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.</u></p>



Article No.	Subject	Tentative Agreement
XVIII	Sick Leave	Rules regarding Sick Leave are set forth in Section 10.1 of the Personnel Rules. Additionally, employees may use up to 96 hours of personal sick leave when taking leave in accordance with Sections 10.2 and 10.3 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.
XLIV	General Provisions	<p>4. <u>Reopener</u>. Upon the written request of the City Manager, the Parties agree to reopen negotiations during the term of this Agreement for the following purpose:</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>D. Update/Amend/Replace the City's Employer-Employee Relations Resolution; and</p> <p>E. Update/Amend the City's Administrative Directive AD7 – Personnel Rules & Regulations</p> <p>F. Beginning on or about August 1, 2019, SCMPEA and the City will reopen Article VII, Section 1 Compensation to further address having employee's total compensation be within 90% of the mean as defined within the 2018 Compensation Report. Any such increases will be within the limitations of the City's ability to pay. Additionally, the City and SCMPEA will discuss a deferred compensation plan, longevity pay, and certification pay during the reopener.</p> <p>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.</p> <p>[renumber section 5 as appropriate based on clean up and added reopeners]</p> <p>7. <u>Successor Agreement</u>. This Agreement shall be in full effect from July 1, 2021 through and including June 30, 2023. Either Party may serve upon the other its written request to commence negotiations, as well as its initial written proposals for such successor Agreement <u>as early as February 1, 2023</u>. Upon receipt of such written notice and proposals, negotiations shall commence no later than 30 days thereafter. <u>Upon receipt of such written notice and proposals, negotiation sessions shall commence no later than 30 days thereafter. The Parties hereby declare that it is their mutual interest to negotiate a multi-year successor agreement consistent with City Council policy direction, with the intent to be completed no later than June 30, 2023.</u></p> <p>9. <u>Effective Date</u>. The effective date of this Agreement shall be December 28, 2018 <u>July 1, 2021</u>.</p>

Incorporate the Following MOU Amendments Updated as Necessary



Article No.	Subject	Tentative Agreement								
VII	Compensation	<p>New Language:</p> <p><u>Fire Duty Chief Standby Pay. Due to the City's inability to afford full-time staff to serve as a Fire Duty Chief for each 24-hour shift, Fire Division Chiefs may be assigned to serve as Fire Duty Chief on a standby basis in addition to regular hours worked, typically overnight and on regularly scheduled days off. Effective retroactive to July 1, 2020, Fire Division Chiefs assigned to serve as Duty Chief shall receive non-pensionable Fire Duty Chief Standby Pay per assigned shift as follows: \$200 per weekday evening shift (5:01 p.m. to 8:29 a.m.), \$200 per weekend day shift (8:30 a.m. to 8:29 p.m.), and \$200 per weekend evening shift (8:30 p.m. to 8:29 a.m.). It is expected that such assignment would be made on a monthly basis taking the form of a rotation between participants to reduce the burden on any single individual and to distribute evenly the assignment to the maximum extent possible. The Fire Chief may share in this assignment rotation. For example, if three Employees were to share Fire Duty Chief responsibilities, each would be assigned 10 days spread over a 30-day month, adjusted appropriately for months of greater or lesser days. Employees must be scheduled for Fire Duty Chief Standby in Such a manner as to ensure at least two-consecutive days off (e.g., no regular or standby work assignment) each week of a month to the maximum extent possible. The Fire Chief shall have the sole ability to schedule the Fire Duty Chief assignments based on staffing, budget, and operational discretion as he/she sees fit, but shall not assign him/herself any greater participation than assigned to any single Fire Division Chief to the maximum extent possible and/or mutually agreed upon allotment between the Chief Officers.</u></p>								
XV	Hours of Work	<p>3. Executive Leave. Rules regarding Executive Leave are set forth in Section 8.5 of the Personnel Rules, Administrative Directive (AD)-18-7. <u>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.</u></p> <p>The <u>buyback-cash-out</u> options below shall supersede the <u>Executive Leave Buyback</u> provisions of <u>Section 8.5</u> of the Personnel Rules, <u>Administrative Directive AD-18-7</u>:</p> <p>a. <u>1-10 years of service with Suisun City – 40 hours</u></p> <p>b. <u>After completing 10 years and higher – 50 hours</u></p> <p>c. <u>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.</u></p>								
IX	Medical & Dental Insurance	<p>1. <u>Core Flex Plan. The City will contribute the following Core Flex Plan amounts toward the monthly premium cost for Employees on the 2021 Kaiser Permanente Region 1 Premium:</u></p> <table><tr><th>Time Period</th><th>Employee</th><th>Employee + One</th><th>Employee + Family</th></tr><tr><td><u>4/1/2021 7/1/21 through MOU Term</u></td><td><u>\$813.64</u></td><td><u>\$1,627.28</u></td><td><u>\$2,115.46</u></td></tr></table> <p><u>Or the equivalent of the Kaiser Permanente Region 1 Premium, whichever is greater.</u></p>	Time Period	Employee	Employee + One	Employee + Family	<u>4/1/2021 7/1/21 through MOU Term</u>	<u>\$813.64</u>	<u>\$1,627.28</u>	<u>\$2,115.46</u>
Time Period	Employee	Employee + One	Employee + Family							
<u>4/1/2021 7/1/21 through MOU Term</u>	<u>\$813.64</u>	<u>\$1,627.28</u>	<u>\$2,115.46</u>							



City of Suisun City
Date: July 6, 2021

Tentative Agreement

		<u>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.</u>
IX	Medical & Dental Insurance	2. <u>Flexible Benefit Options.</u> The City agrees to provide a \$ <u>500</u> .00 per month (employee only) and \$ <u>700</u> .00 per month (employee plus one or more dependents) Flexible Benefit Credit that may be used in lieu of the Core Flex Plan enrollment per Section 1 of this Article.
XXXVI	Reimbursement for Education or Training	3. <u>Certification and Educational Incentive Pay.</u> In order to encourage employees to provide optimum service to the public, employees may up to 5% incentive for a certification or relevant advanced education degree, added to their base rate. A certification or advanced degree required for the position is not eligible for the incentive pay. To receive certification or education incentive pay, proof of completion must be submitted to the City Manager. The following list is eligible for incentive pay at the assigned incentive rate: A. Advanced degree beyond current requirement for job (AA, Bach. degree, Masters) = 3% B. Chief Officer (FIRE) - 1.5% C. Paramedic - 1.5% D. <u>POST Advanced Certificate - 5.0%</u>
ALL	ALL	All articles and sections of the MOU will be updated appropriately based on new and eliminated language.

This Tentative Agreement shall be effective only upon adoption by the City Council of the City of Suisun City. Subject to the foregoing, this Tentative Agreement is hereby executed by the authorized representatives of the City and the Association.

[SIGNATURES ON NEXT PAGE]



City of Suisun City
Date: July 6, 2021

Tentative Agreement

City of Suisun City

A blue ink signature of Gregory Folsom, written over a horizontal line.

Gregory Folsom, City Manager

A blue ink signature of Christina Penland, written over a horizontal line.

Christina Penland, Human Resources Administrator

Suisun City Management & Professional Employees' Association

A blue ink signature of Mary LaPlante, written over a horizontal line.

Mary LaPlante, Managing Labor Representative

A blue ink signature of Jeffrey Downey, written over a horizontal line.

Jeffrey Downey, President

A blue ink signature of Daniel Healey, written over a horizontal line.

Daniel Healey, Vice President

A blue ink signature of Amanda Dum, written over a horizontal line.

Amanda Dum, Secretary

Approved as to form
Aleshire & Wynder, LLP

A black ink signature of Anthony R. Taylor, written over a horizontal line.

Anthony R. Taylor, City Attorney



**TENTATIVE AGREEMENT BETWEEN THE CITY OF SUISUN CITY
AND THE SUISUN CITY EMPLOYEES ASSOCIATION/SEIU LOCAL 1021 AFL-CIO CLC
FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING**

The current Memorandum of Understanding ("MOU") between the City of Suisun City ("City") and the Suisun City Employees Association/Service Employees International Union Local 1021 ("Association"), covering the period January 1, 2019 through June 30, 2021, and all Amendments thereto, will expire by its own terms on June 30, 2021 ("SCEA MOU 2019-21"). The parties commenced negotiations on March 16, 2021 regarding a successor MOU pursuant to the Meyers-Milias-Brown Act ("MMBA") (Gov't Code Sections 3500 - 3511). The following Tentative Agreement for a successor Memorandum of Understanding between the City and the Association and its deal terms have been ratified by the Association, but remains subject to formal approval/adoption by the City Council per California Government Code Section 3505.1, which provides:

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

The deal points for the successor MOU for the Fiscal Years 2021-2023 covering the wages, hours and other terms and conditions of employment of the employees in the bargaining unit represented by the Association are set forth below. All terms and conditions of the prior SCEA MOU 2019-2021 and any amendments thereto shall be maintained unless expressly modified or changed herein until the successor MOU is jointly prepared by the parties, ratified by the Association and accepted, approved and adopted by City Council, which shall then supersede and replace this Tentative Agreement.

TENTATIVE AGREEMENT DEAL POINTS

Article No.	Subject	Tentative Agreement
XLVII	Term	2-year agreement: July 1, 2021 through June 30, 2023
IV	Recognition	Update list of represented job classes, add missing job classes, clear up job titles and all classes will be alphabetized.
IV	Recognition	New Language: 4. Classification Study. The City will conduct a classification study of the Maintenance Worker II. The City will not fill vacancies in the Maintenance Worker II classification until the classification study has been completed.
VI	Dues, Fees, Insurance Check Off	Update this Article to comply with SB 866 by replacing the existing Article in its entirety with the following:



Article No.	Subject	Tentative Agreement
		<p>1. As the recognized majority and/or exclusive employee organization, SCEA requests that the City deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by SCEA, from the wages and salaries of members of SCEA. SCEA hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. SCEA membership dues shall be deducted each pay period in accordance with City procedures and provisions of applicable law from the salary of each employee whose name is provided by SCEA.</p> <p>2. The City shall provide for payroll deductions on each payroll period (twenty-six times per calendar year). The City shall remit the total amount of deductions to SCEA within thirty (30) days of the date of the deduction. Any changes in SCEA dues must be given to the City a minimum of thirty (30) days prior to change to accommodate changes to payroll.</p> <p>3. SCEA shall defend, indemnify and hold City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with the above provisions with the exception of liability caused by City's own negligence.</p>
VII	Access	<p>Amend Section 3 Shop Stewards to comply with the new laws (Gov't Code Section 3505.3) as follows:</p> <p><u>A. Pursuant to Government Code section 3505.3, the City shall allow the employee Stewards a reasonable time off without loss of compensation or other benefits when they are participating in any one of the following activities:</u></p> <p><u>(1) Formally meeting and conferring with representatives of the City on matters within the scope of representation;</u></p> <p><u>(2) Testifying or appearing as the designated representative of Union in conferences, hearings, or other proceedings before the Public Employment Relations Board, or an agent thereof, in matters relating to a charge filed by the Union against the City or by the City against the Union; and</u></p> <p><u>(3) Testifying or appearing as the designated representative of the Union in matters before a personnel or merit commission.</u></p> <p><u>B. Pursuant to Government Code section 3558.8, the City shall grant to employee Stewards, upon written request of SCEA, reasonable leaves of absence without loss of compensation or other benefits for the purpose of enabling employees to serve as stewards or representatives or officers of the exclusive representative, or of any statewide or national employee organization with which SCEA is affiliated.</u></p> <p><u>(1) SCEA shall reimburse the City for all compensation paid to the employee on leave. Reimbursement by SCEA shall be made on or before thirty (30) days after receipt of the City's certification of payment of compensation to the employee.</u></p>



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



Article No.	Subject	Tentative Agreement
		<p><u>Assuming allowable funding pursuant to the American Rescue Plan Act of 2021 (which guidelines have only recently been published) as a condition precedent, the City shall provide a premium pay to all bargaining unit employees as follows:</u></p> <p>A. <u>Miscellaneous.</u> The City will provide a \$2.00 per hour non-pensionable premium pay on top of the base pay rate for all represented miscellaneous job classes (except Dispatch classifications).</p> <p>B. <u>Dispatch Classifications.</u> The City will provide a \$4.00 per hour non-pensionable premium pay on top of the base pay rate for all represented dispatch job classes.</p> <p>C. <u>Premium increases will be effective retroactively to July 1, 2021, if the Tentative Agreement is ratified and signed by Union at least one day prior to the City Council meeting scheduled for July 6, 2021. Alternatively, the premium increase will be effective the first full pay period after City Council adoption of the Tentative Agreement.</u></p> <p><u>Payments will be made on a bi-weekly basis. All the hourly increases authorized herein will sunset June 30, 2023.</u></p>
	Amendment	The previously provided Critical Staffing Retention and Recruiting Pay sunset/expired on June 30, 2021 and shall not be included in this Tentative Agreement or any successor MOU.
VII	Compensation	<p>New Language to be added:</p> <p><u>5. Confidential Pay.</u> Currently, the incumbents in the Accounting Tech (assigned to payroll) and the Administrative Assistant II (assigned to Police Department), hired prior to July 30, 2019, receive a 3% pay differential to be added to the employee's base pay. The Confidential Pay Program will end once the current two incumbents vacate these two positions.</p>
VII	Compensation	<p>New Section to be added:</p> <p><u>6. Pay Adjustments.</u> A salary adjustment will be provided to the Building Maintenance Worker classification series as follows:</p> <ul style="list-style-type: none">• <u>Building Maintenance Worker I will receive a 10% salary increase, for internal equity with Maintenance Worker I.</u>• <u>Building Maintenance Worker II will receive a 10% salary increase, for internal equity with Maintenance Worker II.</u>
IX	Retirement Benefits	<p>1. <u>Classic Miscellaneous Employee Benefits.</u> Except as provided in Section 2 of this Article, retirement benefits for represented Employees shall be as provided below:</p> <p>A. <u>CalPERS Benefits.</u> The City agrees to provide the 2.0 percent at 55 CalPERS Retirement Plan, including the 1959 Survivor's Benefit Level 3, for Miscellaneous Employees. The City will pay 100 percent of both the employee and employer contributions. PERS Employer Paid Member Contributions (EPMC) will be reported as "Special Compensation". <u>The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS.</u></p>



Article No.	Subject	Tentative Agreement																
		<p>B. <u>One-Year Final Compensation</u>. The City provides one-year final compensation pursuant to Government Code Section 20042.</p> <p>C. <u>Sick Leave Conversion</u>. The City provides Credit for Unused Sick Leave pursuant to Government Code Section 20965.</p> <p>D. <u>All miscellaneous employees covered by this Tentative Agreement and the successor MOU will receive an increase to their base hourly rate of 7.5 percent in exchange for Classic miscellaneous employees paying the full employee contribution along with PEPR employees as soon as practicable after CalPERS approval of the EPMC change.</u></p>																
IX	Retirement Benefits	<p>Eliminate section 3 entirely</p> <p>3. Participation in Group Medical/Dental. Any eligible Employee approved for a service retirement shall be entitled to participate in a City provided group medical/dental plan, as long as it is permissible by the insurance provider, and as long as the retiree makes full and prompt payment of the full premium costs to the City. At any time such payments fall in arrears, the retiree shall cease to be eligible for group health plan membership.</p>																
X	Medical & Dental Insurance	<p>Update to reflect 2021 rates and clarify the CalPERS Region the City’s premium is in:</p> <p>1. <u>Core Flex Plan</u>. The City will contribute the following Core Flex Plan amounts toward the monthly premium cost for Employees enrolled in a City-Sponsored Core Flex Plan:</p> <table><thead><tr><th>Time Period</th><th>Employee</th><th>Employee + One</th><th>Employee + Family</th></tr></thead><tbody><tr><td>1/1/18 through 12/31/18</td><td>\$779.86</td><td>\$1559.72</td><td>\$2027.64</td></tr><tr><td>1/1/19 through MOU term</td><td>\$779.86</td><td>\$1559.72</td><td>\$2027.64</td></tr><tr><td><u>7/1/21</u> through MOU Term</td><td>\$813.64</td><td>\$1,627.28</td><td>\$2,115.46</td></tr></tbody></table> <p>Or the equivalent of the Kaiser Permanente <u>Region 1</u> Premium, whichever is greater.</p> <p>Should the Kaiser Permanente <u>Region 1</u> premium cost be less than the amounts listed above, the City shall pay no more that the full cost of the Kaiser Permanente rate for employees who select Kaiser Permanente.</p>	Time Period	Employee	Employee + One	Employee + Family	1/1/18 through 12/31/18	\$779.86	\$1559.72	\$2027.64	1/1/19 through MOU term	\$779.86	\$1559.72	\$2027.64	<u>7/1/21</u> through MOU Term	\$813.64	\$1,627.28	\$2,115.46
Time Period	Employee	Employee + One	Employee + Family															
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<u>7/1/21</u> through MOU Term	\$813.64	\$1,627.28	\$2,115.46															
New Article	Supplemental Insurance	<p>The City has contracted with Colonial to replace Aflac for voluntary supplemental insurance benefits. As of 7/1/2021, the City will no longer deduct Aflac payments via payroll deduction. Employees will have the option to continue their Aflac coverage on their own or can enroll in Colonial which will be administered by City payroll deductions. It shall be agreed that the City may choose different supplemental insurance providers from time to time as needed to provide such voluntary benefits in the best interests of the City.</p> <p>[Renumber existing Articles as appropriate]</p>																
XV	Uniforms	<p>1. <u>Uniform Allowances</u>. Annually on or before the dates indicated, the City shall pay those Employees required to wear uniforms in the performance of their duties as follows:</p> <table><thead><tr><th>Job Class</th><th>Total 3/15</th><th>9/15</th></tr></thead><tbody><tr><td>Senior Public Safety Dispatcher</td><td>\$900 450.00</td><td>\$450.00</td></tr><tr><td>Public Safety Dispatcher I/II</td><td>\$900 450.00</td><td>\$450.00</td></tr><tr><td>Community Services Officer I/II</td><td>\$900 450.00</td><td>\$450.00</td></tr></tbody></table>	Job Class	Total 3/15	9/15	Senior Public Safety Dispatcher	\$900 450.00	\$450.00	Public Safety Dispatcher I/II	\$900 450.00	\$450.00	Community Services Officer I/II	\$900 450.00	\$450.00				
Job Class	Total 3/15	9/15																
Senior Public Safety Dispatcher	\$900 450.00	\$450.00																
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Community Services Officer I/II	\$900 450.00	\$450.00																



Article No.	Subject	Tentative Agreement
		<u>Uniform allowance will be paid on the regular paychecks of a pro-rata basis, equally divided across each of the 26 pay checks.</u>
XVII	Overtime and Compensatory Time Off	<p>7. <u>CTO Buyback Cash Out.</u> Two alternatives exist for Employees to buyback (cash-out) their CTO balances: Subsection A below applies to the buyback of CTO balances, and Subsection B below provides an alternative to Subsection A for the buyback of Eligible Paid Leave balances. Employees may only select one alternative.</p> <p>Employees are allowed to <u>buyback cash-out</u> a maximum of <u>32.0 40</u> hours of CTO <u>in December each January</u>. The <u>Administrative Services Department (ASD) Finance Department</u> will send out a request form, <u>in November of the preceding year</u>, that includes written verification of each Employee's current CTO balance. Employees may <u>make an irrevocable</u> request <u>buyback for the upcoming calendar year January buyback of accrued</u> of CTO by filling out and signing the form provided by <u>ASD Finance</u>. The form must be submitted to <u>ASD Finance</u> by the date provided on the form <u>which must be in the calendar year preceding the January buyback</u>. With the exception of the <u>November December buyback election</u>, Employees may not <u>elect</u> cash-out <u>of accrued</u> CTO except upon leaving City Service <u>or in the case of an emergency with City Manager approval</u>. No CTO <u>buyback cash-out election</u> will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.</p> <p>Move Section 7.B. to New Article titled: Eligible Paid Leave Cash-Out.</p>
New Article	Eligible Paid Leave Cash Out	<p>As an alternative to CTO Cash-Out, employees are allowed <u>to elect to</u> cash-out a maximum of <u>32.0 40</u> hours of Eligible Paid Leave in <u>December November of the calendar year preceding such cash-out</u>. The <u>Administrative Services Department (ASD) Finance Department</u> will send out a request form, <u>in November of the preceding year</u>, that includes written verification of each Employee's current Eligible Paid Leave balances. Employees may <u>make an irrevocable</u> request <u>for the upcoming calendar year to a buyback cash-out</u> accrued of Eligible Paid Leave by filling out and signing the form provided by <u>ASD Finance</u>. The form must be submitted to <u>ASD Finance</u> by the date provided on the form <u>which must be in the calendar year preceding the cash-out</u>. <u>With the exception of the November buyback cash out election</u>, Employees may not cash-out Eligible Paid Leave except upon leaving City Service <u>or in the case of an emergency with City Manager approval</u>. No Eligible Paid Leave <u>buyback cash-out</u> will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons. With respect to this Section, Eligible Paid Leave includes CTO, Holiday Leave and/or Vacation Leave (in that order of usage). <u>Employees may not cash-out both CTO and Eligible Paid Leave in the same year.</u></p> <p><u>The buyback of Eligible Paid Leave is limited to the difference between the buyback limit of 32.0 hours less the number of Overtime hours earned during the calendar year to date. An example is provided below:</u></p> <p><u>Assuming that the Employee has the following situation</u> <u>Earned 8.0 hours of Overtime during the calendar year.</u> <u>Has a balance of 12.0 hours of CTO.</u> <u>Has a balance of 8.0 hours of Holiday Leave.</u></p>



Article No.	Subject	Tentative Agreement
		<p>Has a balance of 42.0 hours of Vacation Leave.</p> <p><u>Calculation of Eligible Paid Leave</u></p> <p>Buyback Limit — 32.0 hours —</p> <p>Less: Overtime Earned — 8.0 hours</p> <p>Eligible Paid Leave — 24.0 hours</p> <p><u>Buyback of Eligible Paid Leave</u></p> <p>CTO balance — 12.0 hours</p> <p>Holiday Leave balance — 8.0 hours</p> <p>Vacation Leave balance — 4.0 hours</p> <p>Total Buyback — 24.0 hours</p> <p>[Renumber existing Articles as appropriate]</p>
XVII	Standby and Call-Out Procedures	<p>1. Those Employees scheduled for weekday Standby Duty (from the end of the Workday on one day to the beginning of the next Workday during the workweek, which is from Monday evening through Friday [or every other Thursday for 9/80 Alternative Work Schedules] morning) will receive \$35.00 <u>2 hours of</u> Standby Pay per day <u>at the employee's regular rate of pay.</u></p> <p>2. Those Employees scheduled for weekend Standby (from the end of the Workday on the last day of the regular workweek to the start of the Workday at the beginning of the next workweek) will receive \$40.00 <u>2 hours of</u> Standby Pay per day <u>at the employee's regular rate of pay.</u></p> <p>3. Those Employees scheduled for Holiday Standby (from 12.00 am to 11.59 pm on recognized City Holiday) will receive \$50.00 <u>2 hours of</u> Standby Pay per day <u>at one and one half (1-1/2) times the employee's regular rate of pay.</u></p> <p>4. Those Public Works employees scheduled for weekly Standby Duty (from Monday at 12:00 a.m. through Sunday at 11:59 p.m.) will receive \$260.00 Standby Pay per week. This amount shall be adjusted accordingly for those weeks which include a holiday(s).</p>
XIX	Vacation Leave	<p>3. <u>Vacation Leave Buy Back Cash-Out.</u> Employees may not cash-out Vacation Leave except <u>as authorized annually under Eligible Paid Leave Cash-Out or</u> upon leaving City Service or in the case of an emergency with City Manager approval.</p>
XXI	Sick Leave	<p>Rules regarding Sick Leave are set forth in Section 10.1 of the Personnel Rules. <u>Employees off work on a protected leave status shall be required to use available accrued paid leave prior to going leave without pay.</u></p>
XXXVI	Municipal Holidays	<p>5. <u>Holiday Leave Balance.</u> Except as provided in Section 6 of this Article, Holiday Leave shall be accumulated separately from Vacation Leave. Holiday Leave may be used for paid leave purposes (essentially in the same manner as Vacation Leave). In order to encourage Employees to take advantage of their Holiday Leave, a maximum of 100 hours is allowed to accrue in that balance. Employees may not cash-out Holiday Leave except <u>as authorized annually under Eligible Paid Leave Cash Out or</u> 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</p>



Article No.	Subject	Tentative Agreement
		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.
XLVII	General Provisions	<p>3. <u>No Requirement to Meet and Confer.</u> Except as otherwise provided in this Article, the Parties agree that neither Party shall be required to meet and confer concerning any specific provision of this <u>Tentative Agreement of the successor MOU</u> during the term of this <u>Tentative Agreement or the successor MOU</u>. The Parties will meet and confer on the scheduling of Employees in the Suisun City Police Department including meal breaks and Standby Pay, and they will memorialize their agreement in a side letter.</p> <p>4. <u>Reopener.</u> Upon the written request of the City Manager, the Parties agree to reopen negotiations during the term of this <u>Tentative Agreement and the successor MOU</u> for any one of the following situations:</p> <ul style="list-style-type: none">A. A Declaration of a Fiscal Emergency by the City Council which could result in Layoffs if the Parties do not meet and confer on alternatives.B. If any other bargaining group has an employment contract with the City of Suisun City that contains applicable compensation provisions that are more advantageous for the Employees than this Agreement, the Parties agree to meet and confer on the modification of this Agreement.C. A positive or negative change occurs in the City's fiscal status that would affect the availability of funding for services provided in whole or in part by Employees represented by SCEA.D. Meet & confer on work rules affecting the Public Works Maintenance Division, which would include investigating options for ensuring that Public Works On-Call services are properly staffed.E. Beginning as early as August 1, 2019 February 1, 2023, reopen negotiations to address the following issues: negotiations will reopen for fiscal year 2023/2024 and be completed no later than June 30, 2023.<ul style="list-style-type: none">• Additional wage increases;• Orthodontic coverage options, and;• Possibly to implement the Compensation Report (dated October 16, 2018) within the City's ability to pay.F. <u>Update/Amend/Replace the City's Employer-Employee Relations Resolution</u>G. <u>Update/Amend the City's Administrative Directive AD7 – Personnel Rules & Regulations.</u> <p>Notwithstanding the provisions of California Government Code section 20516.5, the Parties agree that the above-indicated represent the only bases for reopening the <u>Tentative Agreement or the successor MOU</u> during its term.</p> <p>7. <u>Successor Agreement.</u> This Agree shall be in full effect from January 1, 2019 through and including December 31, 2020. Either Party may serve upon the other its written request to commence negotiations for a successor Agreement as early as <u>August 1, 2020 February 1, 2023.</u></p>



Article No.	Subject	Tentative Agreement
		<p>Upon receipt of such written notice, negotiations shall commence no later than 30 days thereafter. The Parties hereby declare that it is their mutual interest to negotiate a multi-year successor agreement that implements the Class and Compensation Study consistent with City Council policy direction within the limitations of the City's ability to pay.</p> <p>9. <u>Effective Date.</u> The effective date of this Agreement shall be January 1, 2019 <u>July 1, 2021.</u></p>

Incorporate the Following MOU Amendments

Article No.	Subject	Tentative Agreement
III	Compensation	<p>4. <u>Nighttime Hours Differential.</u> The City will provide a Nighttime Hours Differential equal to <u>2.5% of the base salary for employees working in the classes of Public Safety Dispatcher I/II or Senior Public Safety Dispatcher who are assigned to work any payable amount of time (to the nearest 15 minutes) between the hours of 7 p.m. and 7 a.m., which is also referred to as the shift premium period.</u></p> <p>A. <u>The Nighttime Differential shall not be paid to any day shift personnel, unless approved by the night shift supervisor to cover a vacancy or if such hours are part of their regularly scheduled shift.</u></p> <p>B. <u>The Nighttime Differential shall be payable only for time worked during the shift premium period and shall not be paid for non-work time, such as sick leave, vacation or other paid leave.</u></p>
X	Medical & Dental Insurance	<p>2. <u>Flexible Benefit Options.</u> The City agrees to provide a \$<u>500.00</u> per month (employee only) and \$<u>700.00</u> per month (employee plus one or more dependents) Flexible Benefit Credit that may be used in lieu of the Core Flex Plan enrollment per Section 1 of this Article.</p>
XV	Uniforms	<p>2. <u>Other Uniforms.</u> During the term of this Agreement, the City shall continue to supply Maintenance Workers <u>and Building Maintenance Workers</u> with the required uniform components as determined by the Building & Public Works Director <u>and the Administrative Assistant I/II assigned to the Fire Department with required uniform components as determined by the Fire Chief in a written departmental policy.</u></p>
XIX	Vacation Leave	<p>1. <u>Vacation Accrual.</u> 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):</p> <p>A. <u>For the First Five Years of Service.</u> Employees shall earn and be credited with Vacation Leave at the rate of 10 workdays (80.0 hours for those working 40.0 hours per week, or 99.0 hours for those working 49.5 hours per week) <u>or a 9/80 schedule per pay period</u> per year.</p> <p>B. <u>Commencing with the Sixth Year.</u> Employees shall earn and be credited with Vacation Leave at the rate of 15 workdays (120.0 hours for those working 40.0 hours per week, or 148.5 hours for those working 49.5 hours per week) <u>or a 9/80 schedule per pay period</u> per year.</p> <p>C. <u>Commencing with the Eleventh Year.</u> Employees shall earn and be credited with Vacation Leave at the rate of 18 workdays (160.0 hours for those working 40.0 hours per week, or 178.2 hours for those working 49.5 hours per week) <u>or a 9/80 schedule per pay period</u> per year.</p> <p>D. <u>Commencing with the Sixteenth Year.</u> Employees shall earn and be credited with Vacation Leave at the rate of 20 workdays (160.0 hours for those working 40.0 hours per week, or 198.0 hours for those working 49.5 hours per week) <u>or a 9/80 schedule per pay period</u> per year.</p>



		E. Commencing with the Twentieth Year. Employees shall earn and be credited with Vacation Leave at the rate of 23 workdays (184.0 hours for those working 40.0 hours per week, or 227.7 hours for those working 49.5 hours per week) per year.
ALL	ALL	All articles and sections of the MOU will be updated appropriately based on new and eliminated language.

This Tentative Agreement shall be effective only upon adoption by the City Council of the City of Suisun City. Subject to the foregoing, this Tentative Agreement is hereby executed by the authorized representatives of the City and the Association.

[SIGNATURES ON NEXT PAGE]



City of Suisun City
Date: June 25, 2021

Tentative Agreement

City of Suisun City

A blue ink signature of Gregory Folsom, written over a horizontal line.

Gregory Folsom, City Manager

A blue ink signature of Christina Penland, written over a horizontal line.

Christina Penland, Human Resources Administrator

Suisun City Employees Association

A blue ink signature of Del Mallory, written over a horizontal line.

Del Mallory (Jul 6, 2021 15:46 PDT)

Del Mallory, SEIU Local 1021, Area Field Director Region A

A blue ink signature of Marcos Zepeda, written over a horizontal line.

Marcos Zepeda (Jul 6, 2021 15:42 PDT)

Marcos Zepeda, SEIU Local 1021, Field Representative

A blue ink signature of John Bryan, written over a horizontal line.

John Bryan, SCEA Acting President (VP)

A blue ink signature of Gemma Geluz, written over a horizontal line.

Gemma Geluz, SCEA Shop Steward

Approved as to form
Aleshire & Wynder, LLP

A blue ink signature of Anthony R. Taylor, written over a horizontal line.

Anthony R. Taylor, City Attorney

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**TENTATIVE AGREEMENT BETWEEN THE CITY OF SUISUN CITY
AND THE SUISUN CITY POLICE OFFICERS ASSOCIATION
FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING**

The current Memorandum of Understanding ("MOU") between the City of Suisun City ("City") and the Suisun City Police Officers Association ("Association"), covering the period December 28, 2018 through June 30, 2021, and all Amendments thereto, will expire by its own terms on June 30, 2021 ("POA MOU 2018-21"). The parties commenced negotiations on March 16, 2021 regarding a successor MOU pursuant to the Meyers-Milias-Brown Act ("MMBA") (Gov't Code Sections 3500 - 3511). The following Tentative Agreement for a successor Memorandum of Understanding between the City and the Association and its deal terms have been ratified by the Association, but remains subject to formal approval/adoption by the City Council per California Government Code Section 3505.1, which provides:

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

The deal points for the successor MOU for the Fiscal Years 2021-2023 covering the wages, hours and other terms and conditions of employment of the employees in the bargaining unit represented by the Association are set forth below. All terms and conditions of the prior SCPOA MOU 2018-2021 and any amendments thereto shall be maintained unless expressly modified or changed herein until the successor MOU is jointly prepared by the parties, ratified by the Association and accepted, approved and adopted by City Council, which shall then supersede and replace this Tentative Agreement.

TENTATIVE AGREEMENT DEAL POINTS

Article No.	Subject	Tentative Agreement
XXVI	Term	2-year agreement: July 1, 2021 through June 30, 2023
VIII	Compensation	<p>1. Base Salary. [Delete current language and replace with the following.]</p> <p><u>Assuming allowable funding pursuant to the American Rescue Plan Act of 2021 (which guidelines have only recently been published) as a condition precedent, the City shall provide a premium pay to all bargaining unit employees as follows:</u></p> <p><u>A. The City will provide a \$6.00 per hour non-pensionable premium pay on top of the base pay rate for all represented job classes.</u></p> <p><u>B. Premium increases will be effective retroactively to July 1, 2021, if the Tentative Agreement is ratified and signed by Union at least one day prior to the City Council meeting scheduled for</u></p>



Article No.	Subject	Tentative Agreement
		<p><u>July 6, 2021. Alternatively, the premium increase will be effective the first full pay period after City Council adoption of the Tentative Agreement.</u></p> <p><u>Payments will be made on a bi-weekly basis. All the hourly increases authorized herein will sunset June 23, 2023.</u></p>
	Amendment	The previously provided Critical Staffing Retention and Recruiting Pay sunset/expired on June 30, 2021 and shall not be included in this Tentative Agreement or any successor MOU.
VIII	Compensation	<p>4. <u>POST Certificate Pay.</u> During the term of this Agreement, Certificate Pay shall be provided for Employees who have earned a Peace Officer Standards and Training (hereinafter "POST") Basic Certificate, Intermediate Certificate and POST Advanced Certificate. shall be granted with the Pay will be provided the pay period immediately following receipt by the City of the certification from POST effective the issue day of the certificate. The City agrees to pay Certificate Pay in an amount equal to 1.0 percent of Base Salary for Police Officers and Police Sergeants who have earned a POST Basic Certificate, beginning December 28, 2018. The City agrees to pay an additional 1.0 percent beginning on January 1, 2020 and thereafter for a POST Basic Certificate for a total of 2.0 percent.</p> <p><u>A. POST Basic Certificate. The City agrees to pay 2.0 percent of Base Salary for Police Officer and Police Sergeants who have earned a POST Basic Certificate.</u></p> <p><u>B. POST Intermediate Certificate. The City agrees to pay certificate pay in the amount of an additional 5.0 percent of Base Salary above Post Basic Certificate Pay for Police Officers and Police Sergeants who have earned a POST Intermediate Certificate. , and t</u></p> <p><u>C. POST Advanced Certificate. The City agrees to pay Certificate Pay in an amount equal to an additional 5.0 percent of Base Salary plus above POST Intermediate Certificate Pay for Police Officers and Police Sergeants who have earned a POST Advanced Certificate. Exhibit A displays the Regular Salaries that include the adjustments for Certificate Pay and Assignment Pay.</u></p>
VIII	Compensation	<p>4. <u>Police Corporal Assignment Pay.</u> The parties have agreed to eliminate the Advanced Assignment and Career Development Program that was codified as Policy 1003, and replace it with the Police Corporal Assignment Program.</p> <p>Maximum Assignments. Up to seven (7) Police Corporal assignments are authorized, subject to a reduction to six (6) assignments if the authorized full time Police Sergeant staffing is increased from four (4) to five (5) positions.</p> <p>Minimum Eligibility. In order to be eligible for Police Corporal assignment, an applicant must meet the following minimum requirements:</p> <p>a. Two (2) years of experience as a police officer within Suisun City.</p> <p>b. Six (6) months of experience as a designated as OIC within Suisun City.</p> <p>c. Experience serving as a Field Training Officer.</p> <p><u>Police Officers, serving on Special Assignment as Police Corporals, who are not receiving any other Assignment Pay, shall receive additional pay for this assignment. Police Corporal Assignment Pay shall be calculated as an hourly rate equivalent to 5.0 percent of the employee's base hourly rate of pay. The Police Corporal Special Assignment program will be codified in the Suisun City Police Department Policy Manual.</u></p>



Article No.	Subject	Tentative Agreement
VIII	Compensation	7. <u>Field Training Officer Assignment Pay.</u> Police Officers who are certified FTO trainers, <u>and not receiving any other Assignment Pay,</u> shall be afforded <u>receive</u> FTO Assignment Pay while they are training a regular or reserve officer. At no time shall FTO Assignment Pay for one or more FTOs who are training the same trainee for one shift exceed the total hours worked by the trainee during that shift. FTO Assignment pay shall be calculated as an hourly rate equivalent to 5.0 percent of the applicable E Step Police Officer Regular Salary <u>employee's base hourly rate of pay.</u>
VIII	Compensation	8. <u>Officer-in-Charge Assignment Pay.</u> Police Officers who are not receiving <u>any other Advanced</u> -Assignment Pay, shall be afforded <u>receive</u> OIC Assignment Pay while they are serving as the Officer in Charge (hereinafter "OIC") in the absence of a Police Sergeant for a period of at least one hour. OIC Assignment Pay shall be calculated as an hourly rate equivalent to 2.5 <u>5.0</u> percent of the applicable E Step Police Officer Regular Salary <u>employee's base hourly rate of pay.</u>
VIII	Compensation	New Provision. <u>Detective Assignment Pay.</u> Police Officers serving on the special assignment as Detective, who are not receiving any other Assignment Pay, shall receive Detective Assignment Pay. Detective Assignment Pay shall be calculated as an hourly rate equivalent to 5.0 percent of the <u>employee's base hourly rate of pay.</u> [Special Assignments of Police Corporal, Field Training Officer, Officer-in-Charge and Detective will be organized under a new Special Assignment Pay section of the MOU. Other program details can be found in the Suisun City Police Department Policy Manual. The Existing sections of this Article will be renumbered appropriately.]
VIII	Compensation	New Provision. <u>Longevity Pay.</u> Upon the completion of five (5) years of full-time service, represented employees shall be entitled to a 3.0 percent increase in compensation; employees who complete ten (10) years of continuous full-time service shall be entitled to an additional 3.0 percent increase in compensation (for a total of 6.0 percent).
XII	Compensatory Time Off (CTO)	4. <u>CTO Buyback Cash-Out.</u> Employees are allowed to cash-out a maximum CTO amount as <u>accrued by depicted in January of each year</u> November (1-10 years of service to Suisun City: 40 hours; 10 years and above: 50 hours). The Administrative Services Department (ASD) <u>Finance Department</u> will send out a request form, <u>in November of the preceding year,</u> that includes written verification of each Employee's current CTO balance. Employees may <u>make an irrevocable</u> request for <u>the upcoming calendar year to buyback-of-cash-out</u> CTO by filling out and signing the form provided by <u>ASD Finance</u> . The form must be submitted to <u>ASD Finance</u> by the date provided on the form <u>which must be in the calendar year preceding the January cash-out.</u> With the exception of the <u>January November buyback cash-out,</u> Employees may not cash-out CTO except upon leaving City Service or in the case of an emergency with City Manager approval. No CTO buy-back 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.
XV	Retirement	1. <u>Classic Safety Police Employee Benefits.</u> The City agrees to participate in the <u>CalPERS</u> 3.0 percent at 50 Retirement Plan, with One-Year Final Compensation and Credit for Unused



Article No.	Subject	Tentative Agreement								
		<p>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 XVI. The City shall pay the Employer’s contribution,as well as 5.0 percent of the total Employee’s contribution of 9.0 percent. <u>The employee shall pay the Employee’s contribution as established by CalPERS.</u></p> <p>A. The City agrees to continue to provide Level 4, Survivor Benefits through Public Employees Retirement System, (hereinafter “PERS”).</p> <p>B. Each covered Employee shall pay the 4.0 percent balance of the Employee’s contribution.</p> <p>C. Consistent with Internal Revenue Code Section 414(h)(2), that portion of the Employee’s <u>the</u> contribution paid by the Employee shall be deducted from each Employee’s gross pay on a pre-tax basis.</p> <p><u>D. Employees will receive an increase to their base hourly rate of 5.5 percent in exchange for Classic members paying the full employee contribution along with PEPRAs employees as soon as practicable after CalPERS approval of the EPMC change.</u></p>								
XVI	Health and Welfare	<p>Incorporate and update Amendment:</p> <p>1. <u>Core Flex Plan.</u> For the term of this <u>Tentative Agreement and the successor MOU it confirms agreement</u>, the City will contribute the following Core Flex Plan amounts toward the monthly premium cost for Employees enrolled in a City-Sponsored Core Flex Plan:</p> <table><tr><th>Time Period</th><th>Employee</th><th>Employee + One</th><th>Employee + Family</th></tr><tr><td>4/1/21 <u>7/1/21</u> through MOU Term</td><td>\$813.64</td><td>\$1,627.28</td><td>\$2,115.46</td></tr></table> <p>Or the equivalent of the Kaiser Permanente Region 1 Premium, whichever is greater.</p> <p>Should the Kaiser Permanente <u>Region 1</u> premium cost be less than the amounts listed above, the City shall pay no more that the full cost of the Kaiser Permanente rate for employees who select Kaiser Permanente.</p>	Time Period	Employee	Employee + One	Employee + Family	4/1/21 <u>7/1/21</u> through MOU Term	\$813.64	\$1,627.28	\$2,115.46
Time Period	Employee	Employee + One	Employee + Family							
4/1/21 <u>7/1/21</u> through MOU Term	\$813.64	\$1,627.28	\$2,115.46							
XVI	Health and Welfare	<p>2. <u>Flexible Benefit Options.</u> The City shall agrees to provide a \$400.00 <u>\$500.00</u> per month (employee only) and \$575.00 <u>\$700.00</u> 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 Employee must choose the Flexible Benefit Options during the Open Enrollment Period established in the Suisun City Flexible Benefits Plan.</p>								
New	Supplemental Insurance	<p>New Language:</p> <p>The City has contracted with Colonial to replace Aflac for voluntary supplemental insurance benefits. As of 7/1/2021, the City will no longer deduct Aflac payments via payroll deduction. Employees will have the option to continue their Aflac coverage on their own or can enroll in Colonial which will be administered by City payroll deductions. It shall be agreed that the City may choose different supplemental insurance providers from time to time as needed to provide such voluntary benefits in the best interests of the City.</p> <p>[Renumber existing articles as appropriate]</p>								



Article No.	Subject	Tentative Agreement
XVIII	Business Cards	Delete/Remove this Article and renumber remaining Articles as appropriate: ARTICLE XVIII – BUSINESS CARDS The City agrees to have business cards printed for each officer and to reorder cards when the officer's supply is sufficiently low. Said cards will be of uniform style.
XX	Soft Body Armor	<ol style="list-style-type: none"> The City will purchase a soft-body armor vest for each officer. The total payment per vest shall not exceed \$600. Each officer may select his/her vest. The vendor will be chosen by the City. The department will purchase up to a level II vest. Any vest upgrade will be the responsibility of the officer, who will forfeit that upgrade should they have to relinquish the vest to the department due to separation during probation as outlined in item 6 of this section. The City will replace the safety vest five years after the date of purchase or upon proof that the vest is defective. The vest shall remain the property of the City. Ownership shall transfer to the Employee if the Employee separates from service on good terms after at least one year of employment, or upon completion of probation in the case of newly hired officers. The Employee shall be required to wear the vest while assigned to patrol duties. Should an Employee separate from City service prior to the completion of one year, or completion of probation in the case of newly hired officers, the cost of the vest shall be returned to the City. prorated. The Employee shall pay the City for the months remaining to fulfill the specified period and the vest shall become the property of the Employee.
XXIV	Physical Fitness Program	An Employee, upon approval of the Police Chief, may apply up to \$250 of employee education and training incentive pay, as reimbursement for 50 percent of actual cost of health club membership or other approved physical fitness training. Reimbursement will be made twice annually and included with payment of the uniform allowance. Requests for reimbursement must be submitted by the Employee at least 30 days prior to the scheduled reimbursement date. <u>This reimbursement may only be used for club dues or other approved physical fitness training regimen and may not be used to purchase home gym equipment.</u>
XXVI	General Provisions	<ol style="list-style-type: none"> No Requirement to Meet and Confer. Except as provided in Subsection D. and E. of Section 1 of Article X, 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. <u>Reopener.</u> Upon the written request of the City Manager, the Parties agree to reopen negotiations during the term of this Agreement for the following purpose: <ol style="list-style-type: none"> Declaration of a Fiscal Emergency by the City Council which could result in Layoffs if the Parties do not meet and confer on alternatives. 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 SCPOA. Beginning as early as August 1, 2019, option to reopen negotiations to address current economic factors and possibilities to implement the 2018 Compensation Report (dated October 16, 2018) within the limitations of the City's ability to pay. Beginning as early as August 1, 2020 <u>February 1, 2023</u>, negotiation will reopen for 2021 <u>2023</u> and be completed no later than January 31, 2021 <u>June 30, 2023</u>. Update/Amend/Replace the City's Employer-Employee Relations Resolution; and



Article No.	Subject	Tentative Agreement
		<p><u>F. Update/Amend the City's Administrative Directive AD7 – Personnel Rules & Regulations.</u></p> <p>Notwithstanding the provisions of California Government Code section 20516.5, the Parties agree that the above-indicated represent the only bases for reopening the Agreement during its term.</p> <p>7. <u>Successor Agreement. This Tentative Agreement and the successor MOU based thereon shall be in full effect from July 1, 2021 through and including June 30, 2023. Meet and confer negotiations for a successor agreement shall begin no earlier than August 1, 2015.</u> Either Party may serve upon the other its written request to commence negotiations, as well as its initial written proposals for such successor Agreement <u>as early as February 1, 2023</u>. Upon receipt of such written notice and proposals, negotiation sessions shall commence no later than 30 days thereafter. The Parties hereby declare that it is their mutual interest to negotiate a multi-year successor agreement that implements the Class and Compensation Study consistent with City Council policy direction.</p> <p>ARTICLE XXVII – EFFECTIVE DATE</p> <p><u>9. Effective Date.</u> The effective date of this Agreement shall be the day that this Agreement is duly adopted by resolution of the City Council. <u>July 1, 2021.</u></p> <p>EXECUTED this ___ day of March 2019.</p> <p>[renumber section 5 as appropriate based on clean up and added reopeners]</p>
ALL	ALL	All articles and sections of the MOU will be updated appropriately based on new and eliminated language.

This Tentative Agreement shall be effective only upon adoption by the City Council of the City of Suisun City. Subject to the foregoing, this Tentative Agreement is hereby executed by the authorized representatives of the City and the Association.

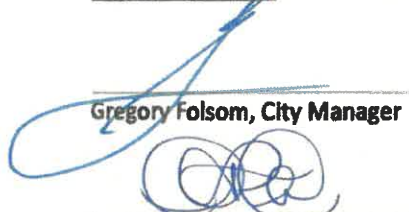
[SIGNATURES ON NEXT PAGE]



City of Suisun City
Date: June 25, 2021

Tentative Agreement

City of Suisun City


Gregory Folsom, City Manager


Christina Penland, Human Resources Administrator

Suisun City Employees Association



Michael D. Pugh, Negotiator


Jeremy Snyder, President

Sigfred Neri

Sigfred Neri, POA Representative

Approved as to form
Aleshire & Wynder, LLP


Anthony R. Taylor, City Attorney

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AGENDA TRANSMITTAL

MEETING DATE: August 17, 2021

CITY AGENDA ITEM: Council Adoption of Resolution No. 2021-___: Authorizing the Director of Recreation, Parks, and Marina Department (RPM) to accept grant funds from First 5 Solano's Annual Grant Program.

FISCAL IMPACT: Grant award of \$20,000.

STRATEGIC PLAN IMPACT: Ensure Fiscal Solvency

BACKGROUND: Every year, First 5 Solano disperses a total of \$200,000 in grants - \$20,000 per agency - as part of their Annual Grants Program. The purpose of these grants is to fill community gaps, pilot new or innovative ideas, and/or to address time sensitive community needs for those ages 0-5.

The Recreation, Parks, and Marina (RPM) Department submitted a grant application in May 2021 to provide a new service for ages 3-5 in the Suisun City community.

STAFF REPORT: In June 2021, the Recreation, Parks, and Marina Department was notified that their grant application was accepted and approved for funding.

The grant application centered around a partnership with a FootSteps2Brilliance (F2B), which provides educational learning software for school age children. F2B is a transformative Birth/PreK through 3rd Grade bilingual literacy curriculum application that utilizes mobile technology, and can set children up for academic and lifelong success. Through the grant, 300 F2B licenses would be purchased and would be made available for free to the Suisun City community, ages 3-5. F2B is highly accessible – their learning application can be downloaded onto any phone, tablet, and can be accessed on a computer.

Making this intensive learning application available to the Suisun City residents gives preschool age children of Suisun City an option for a proven, effective early childhood education tool that is free, doesn't require an in-person learning environment, and that takes into account comfort level as the COVID-19 Pandemic is still ongoing.

Progress will be tracked through the application itself for participants, and the expectation is to see improvements in literacy and vocabulary measureables over the course of FY21-22.

STAFF RECOMMENDATION: Adopt Resolution Authorizing the Director of Recreation, Parks, and Marina Department (RPM) to accept grant funds from First 5 Solano's Annual Grant Program.

ATTACHMENTS:

1. Resolution No. 2021-___: Authorizing the Director of Recreation, Parks, and Marina Department (RPM) to accept grant funds from First 5 Solano's Annual Grant Program.
-

PREPARED BY:

Marvin Mora, Recreation Supervisor

REVIEWED BY:

Kris Lofthus, Recreation, Parks, & Marina Director

APPROVED BY:

Greg Folsom, City Manager

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RESOLUTION NO. 2021-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY,
CALIFORNIA, ACCEPTING GRANT FUNDS FROM FIRST 5 SOLANO'S ANNUAL
GRANT PROGRAM**

WHEREAS, First 5 Solano provides annual grants for up to \$20,000 per agency to fill community gaps, pilot new or innovative ideas, and/or to address time sensitive community needs for those ages 0-5

WHEREAS, Suisun City Recreation, Parks and Marina Department provides programming for children ages 3-5 that are meant to enrich, enhance, and supplement a child's educational experience.

WHEREAS, Foothills2Brilliance is a transformative birth/pre-k through 3rd grade bilingual educational application that utilizes mobile technology that can set children up for academic and lifelong success.

WHEREAS, according to First 5 Solano, "over half of the county's three and four year olds are not enrolled in a formal early childhood education program, where these children enter kindergarten behind their peers both academically and socio-emotionally, and this achievement gap can persist through their school career."

WHEREAS, the grant opportunity through First 5 Solano will allow up to 300 Suisun City community members ages 3-5 an option for a free, formal education program that is mobile.

NOW, THEREFORE, BE IT RESOLVED, The City Council authorizes the Recreation, Parks, and Marina Director to accept a First 5 Solano, Annual Grant Program grant in the amount of \$20,000 on behalf of the City of Suisun City, a public entity established under the laws of the State of California.

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

AYES:	Council Members:	_____
NOES:	Council Members:	_____
ABSENT:	Council Members:	_____
ABSTAIN:	Council Members:	_____

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

Anita Skinner
City Clerk

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AGENDA TRANSMITTAL

MEETING DATE: August 17, 2021

CITY AGENDA ITEM: Council Adoption of Resolution No. 2021-___: Authorizing the City Manager to Execute a Contract Amendment on the City's Behalf with Coastland Civil Engineering to Provide City Engineer Services.

FISCAL IMPACT: The major source of funding for City Engineer and technical support services will be from development fees (approximately 97%) and the rest from the General Fund (approximately 3%).

STRATEGIC PLAN: Ensure Public Safety. Provide Good Governance.

BACKGROUND: In January 2021, the departure of the Public Works Director resulted in the lack of a City Engineer. With the need for City Engineer and technical services on various projects, particularly on the existing and proposed private development projects, the City contracted with Coastland Civil Engineering in February 2021 in the amount of \$34,900. Said contract amount is within the City Manager's authorized limit of \$35,000. Recently, it has come to Public Works staff's attention that Coastland has provided services beyond the contract amount.

STAFF REPORT: To date, Coastland Civil Engineering's total expenditure is \$53,956.25 of which \$52,690 is reimbursable through developers' fees. The remaining \$1,266.25 will be paid out of the General Fund.

The following are the current expenditures on reimbursable development projects:

- Buzz Oates Projects (\$34,632.50)
- 7-Eleven (\$3,068.75)
- Subdivision at former Crystal Middle School Site (\$10,697.50)
- Blossom Apartments (\$390.00)
- Marina Shopping Center Expansion (\$3,901.25)

With the hiring of a Public Works Director/City Engineer in July 2021, Coastland Civil Engineering's involvement on the 7-Eleven, the Subdivision at the former Crystal Middle School Site, Blossom Apartments, and Marina Shopping Center Expansion projects will either not be required or will be drastically minimized. However, Coastland Civil Engineer's technical support will still be needed on the complex Buzz Oates projects and other City projects where necessary.

Since Coastland Civil Engineering's current total expenditure is in the contract amount above the City Manager's purchasing authorization threshold, City Council approval is required for this contract amendment. It is recommended that the City Council authorize the City Manager to execute a contract amendment on the City's behalf with Coastland Civil Engineering in the amount

PREPARED BY:

REVIEWED BY:

APPROVED BY:

Nick Lozano, Associate Engineer
John Kearns, Senior Planner
Greg Folsom, City Manager

of \$100,000, of which \$95,000 will be funded by reimbursable private development projects and \$5,000 by General Funds.

RECOMMENDATION: It is recommended that the City Council Adopt Resolution No. 2021-____: Authorizing the City Manager to Execute a Contract Amendment on the City's Behalf with Coastland Civil Engineering to Provide City Engineer Services.

ATTACHMENTS:

1. Resolution No. 2021-____: Authorizing the City Manager to Execute a Contract Amendment on the City's Behalf with Coastland Civil Engineering to Provide City Engineer Services.

RESOLUTION NO. 2021-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRAT
AMENDMENT ON THE CITY'S BEHALF WITH COASTLAND CIVIL ENGINEER
TO PROVIDE CITY ENGINEER SERVICES**

WHEREAS, the departure of the Public Works Director in January 2021 resulted in the lack of a City Engineer; and

WHEREAS, various projects in the City, particularly private development projects, continued to require City Engineer and technical support services; and

WHEREAS, in February 2021, the City contracted with Coastland Civil Engineering in the amount of \$34,900 to provide City Engineer and technical support services; and

WHEREAS, Coastland Civil Engineering's current total expenditure is above and beyond the City Manager's purchasing authorization threshold; and

WHEREAS, approximately 97% of the Coastland Civil Engineering's current expenditures are reimbursable through development fees.

WHEREAS, with the hiring of a new Public Works Director/City Engineer in July 2021, the City's need for Coastland's technical support on many projects will either be not required or will be minimized, except on the complex proposed Buzz Oates projects.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City does hereby authorize the City Manager to execute a contract amendment on the City's behalf with Coastland Civil Engineering to continue to provide technical support on the proposed Buzz Oates projects as well as other projects where necessary in the total contract amount of \$100,000, of which, \$95,000 will be funded by reimbursable private development projects and \$5,000 by General Funds.

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

AYES:	Council Members:	_____
NOES:	Council Members:	_____
ABSENT:	Council Members:	_____
ABSTAIN:	Council Members:	_____

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

Anita Skinner
City Clerk

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PROFESSIONAL SERVICE CONTRACT AMENDMENT

CONTRACT AMENDMENT NO.	1	Date: 8/18/2021	Page	1	OF	1
PROJECT: Various Projects						
TO: George Hicks			CONSULTANT: Coastland Civil Engineering			
You are hereby directed to make changes in the scope of work or do the following described work, not included in the original for this contract. The work described in this Amendment shall conform to the original Scope of work insofar as the same may apply unless otherwise explicitly modified herein.						
NOTE: This Amendment is not effective until approved by the City Manager.						
Amendment Requested By: Nick Lozano						

I. Description of Amendment:

The Public Works Department continues to need City Engineer and technical services from Coastland Civil Engineering on the proposed Buzz Oates projects (which are technically complex in nature) and, where necessary, other City projects, particularly private developments. The services to be provided are at the Public Works Department's discretion, and may include reviewing plans, maps, and technical reports, as well as negotiating off-site improvements, preparing Conditions of Approval, and participating in meetings. The Buzz Oates projects are currently in their preliminary planning stages, and it is anticipated that Coastland Civil Engineering's technical services will be needed for the next 9 months at approximately 40 hours a month. For additional information, see attached proposal, dated August 9, 2021. The cost proposal for the technical services is not to exceed \$65,100.

The Coastland team includes: Dane Schilling, who previously served as the City's contract City Engineer for six (6) years; George Hicks, formerly the City of Suisun City's Public Works Director/City Engineer, and who was the City of Fairfield's Public Works Director/City Engineer prior to joining Coastland; and Laurie Loaiza, who has extensive private development experience.

II. Estimated Increase/Decrease:

Original Contract	\$ 34,900	Previous Amendments	\$ 0.00
This Amendment	\$ 65,100	Total Contract to Date	\$ 100,000
<input type="checkbox"/> This CA is Federal Aid Eligible <input checked="" type="checkbox"/> This CA is <i>not</i> Federal Aid Eligible	By reason of this Amendment, the time of completion for all work under this contract will be adjusted as follows:		<input type="checkbox"/> Calendar Days <input type="checkbox"/> Working Days <input checked="" type="checkbox"/> N/A Days

III. Authorization

We, the undersigned consultant, have given careful consideration to the proposed Amendment and hereby agree, if this proposal is approved, that we will provide all services, produce all contracted items, except as may be otherwise noted above, and perform all services necessary for the work specified above, and will accept as full payment therefore the prices shown above.

Consultant:

Date Accepted:

By:

Title:

City of Suisun City:

Prepared By:

Associate Engineer

Date

Approval Recommended :

Senior Planner

Date

City Manager Approval:

City Manager

Date

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AGENDA TRANSMITTAL

MEETING DATE: August 17, 2021

JOINT AGENDA ITEM: Accept the Investment Report for the Quarter Ending June 30, 2021.

FISCAL IMPACT: No fiscal impact; informational only.

STRATEGIC PLAN IMPACT: Ensure Fiscal Solvency; Provide Good Governance.

BACKGROUND: Each quarter it is necessary to produce an Investment Report showing how all City, Successor Agency, Housing Authority, and Suisun-Solano Water Authority's available cash is invested, in terms of the type of investment, what institution it is invested in, and current value and interest earnings.

STAFF REPORT: The total cash and investments (par amount) equaled to \$43,200,943 for the period ending June 30, 2021. In summary, the investment portfolio consists of the following governmental funds:

SSWA 2019 Series Bond Proceeds	\$ 5,209,158
Energy Conservation Project-ENGIE	\$ 381,437
Debt Service Reserves	\$ 2,395,734
General Fund	\$ 7,018,433
Trust/Fiduciary Funds	\$ 12,201,392
All Other Funds	\$ 15,994,789
Total	\$ 43,200,943

In terms of return on our investment managed by PFM Asset Management LLC, the current yield to maturity at cost is 1.26% with an average life of 791 days. The average Local Agency Investment Fund return for the current quarter is 0.30%.

Portfolio Recap on Investments with PFM:

- The U.S. Treasury yield curve flattened modestly over the quarter, as longer-term yields retraced some of their significant moves higher in the first quarter, while shorter term yields inched higher off rock-bottom lows. Nevertheless, short-term maturities (less than two years) remain near historically low levels. Despite the decline in yields on longer term maturities over the quarter, the curve remains relatively steep.
 - As a result, short-term U.S. Treasury index returns were either flat or slightly negative for the quarter, while longer- duration indices posted strong, positive returns on the flatter yield curve.
 - Diversification away from U.S. Treasuries was again additive to performance. As a result, most investment-grade non-governmental sectors produced positive excess

PREPARED BY:
REVIEWED BY:
APPROVED BY:

Elizabeth N. Luna, Accounting Services Manager
 Lakhwinder Deol, Finance Director
 Greg Folsom, City Manager

returns relative to comparable-duration Treasuries, but by a smaller amount than in recent periods.

- During the quarter, PFM sought to maintain a diversified portfolio while carefully managed risk as considered inflationary pressures and Fed policy uncertainty.
 - Federal agency sector spreads remained historically narrow, and agencies offered little to no yield advantage over U.S. Treasuries. Because of narrow spreads, PFM favored Treasuries when making new purchases.
 - Commercial paper yield spreads widened modestly during the quarter, however, yields on very short-term investments remained near zero. Using the proceeds of a maturing commercial paper holding, PFM added the issuer back into the portfolio to help maintain the portfolio's diversification and duration target.

As can be seen in the Pie Chart on the last page of the attached Investment Report, nearly 69% of the cash (other than cash in checking accounts) is invested in federally insured CD's, US Treasuries or Agency Notes, or LAIF, all of which generate higher yields.

RECOMMENDATION: It is recommended that the Council/Authority accept the Quarter Ending June 30, 2021 Financial Officer's Investment Report.

ATTACHMENTS:

1. Financial Officer's Investment Report, for the Quarter Ending June 30, 2021.
2. PFM Managed Account Summary Statement for the month ending June 30, 2021.

City of Suisun City,
Successor Agency, Housing Authority and Suisun-Solano Water Authority
FINANCIAL OFFICER'S INVESTMENT REPORT

June 30, 2021

<u>Category of Investment</u>	<u>Name of Institution</u>	<u>Maturity Date</u>	<u>Par Amount</u>	<u>Market Value*</u>	<u>Amortized Cost</u>	<u>Yield to Maturity at Cost</u>	<u>Est Annual Income</u>
Checking Account	West America Bank	Demand Deposit	\$ 13,368,653	\$ 13,368,653	\$ 13,368,653	0.00%	-
State Investment-CITY	LAIF*	Demand Deposit	\$ 4,480,209	\$ 4,480,581	\$ 4,480,209	0.26%	11,738
Total Cash Equivalents			\$ 17,848,862	\$ 17,849,234	\$ 17,848,862	0.07%	\$ 11,738
2019 SSWA Bond Proceeds	US Bank	8AMMFO728	\$ 5,209,158	\$ 5,209,158	\$ 5,209,158	1.61%	83,883
Lease Equipment Purchase Proceeds-Engle	Sterling National Bank	Money Market	\$ 381,437	\$ 381,437	\$ 381,437	0.53%	2,040
Total Bond/Loan Proceeds			\$ 5,590,595	\$ 5,590,595	\$ 5,590,595	1.537%	\$ 85,923
First American Government-PFM	PFM 31846V203	cash	\$ 275,152	\$ 275,152	\$ 275,152	0.01%	16
MUFG BANK LTD/NY COMM PAPER	62479LV05	8/24/2021	\$ 400,000	\$ 399,958	\$ 399,916	0.14%	560
Sumitomo Mitsui Trust NY	PFM 86563GY14	11/1/2021	\$ 350,000	\$ 349,880	\$ 349,797	0.17%	595
Total Commercial Paper- PFM	PFM		\$ 750,000	\$ 749,838	\$ 749,713	0.15%	\$ 1,155
Federal Agency Collateralized Mortgage Obligati PFM	FNA #313681XP4	09/01/21	\$ 2,793	\$ 2,793	\$ 2,796	2.93%	82
Federal Agency Collateralized Mortgage Obligati PFM	FHLMC #3137BHXV8	01/01/22	\$ 195,631	\$ 197,229	\$ 195,866	2.54%	4,975
Federal Agency Collateralized Mortgage Obligati PFM	FHLMC #3137BM6P6	08/01/22	\$ 158,300	\$ 161,738	\$ 158,639	2.88%	4,569
Federal Agency Collateralized Mortgage Obligati PFM	FNMA #3136AEGQ4	12/01/22	\$ 62,526	\$ 63,486	\$ 62,886	1.86%	1,170
Federal Agency Collateralized Mortgage Obligati PFM	FHLMC #3137B4GX8	02/01/23	\$ 31,844	\$ 32,487	\$ 31,870	2.96%	943
Federal Agency Collateralized Mortgage Obligati PFM	FNA #3137B5JL8	02/01/23	\$ 34,966	\$ 35,598	\$ 34,905	2.79%	974
Federal Agency Collateralized Mortgage Obligati PFM	FNA #3137FKK39	07/01/23	\$ 8,466	\$ 8,641	\$ 8,466	3.20%	271
Federal Agency Collateralized Mortgage Obligati PFM	FHMS #3137BTYU25	11/1/2023	\$ 90,000	\$ 94,465	\$ 95,175	0.58%	552
Federal Agency Collateralized Mortgage Obligati PFM	FHMS #3137BGK24	12/01/24	\$ 390,000	\$ 419,068	\$ 404,093	1.95%	7,880
Federal Agency Collateralized Mortgage Obligati PFM	FHMS #3137FUZN7	01/25/25	\$ 140,877	\$ 139,079	\$ 140,875	0.53%	747
Federal Agency Collateralized Mortgage Obligati PFM	FHMS #3137F72U8	06/25/25	\$ 60,197	\$ 59,086	\$ 60,196	0.52%	313
Total Federal Agency Collateralized Mortgage PFM			\$ 1,175,600	\$ 1,213,671	\$ 1,195,767	1.85%	\$ 22,476
Federal Agency/Bond Note	PFM FHL #313378CR0	03/11/22	\$ 245,000	\$ 248,679	\$ 248,036	0.45%	1,116
Federal Agency/Bond Note	PFM FFCBN #3133ELYR9	05/06/22	\$ 220,000	\$ 220,268	\$ 219,882	0.31%	682
Federal Agency/Bond Note	PFM FHLBN #3130AJPU7	06/03/22	\$ 160,000	\$ 160,197	\$ 159,990	0.26%	416
Federal Agency/Bond Note	PFM FMN #3134GVJ66	06/08/22	\$ 100,000	\$ 100,125	\$ 99,978	0.27%	270
Federal Agency/Bond Note	PFM FHLBN #3130A5P45	06/10/22	\$ 365,000	\$ 372,757	\$ 366,842	1.82%	6,677
Federal Agency/Bond Note	PFM FMN #3137EAE72	07/25/22	\$ 100,000	\$ 99,999	\$ 99,880	0.24%	240
Federal Agency/Bond Note	PFM FFC #3133EMPH9	02/03/23	\$ 190,000	\$ 189,772	\$ 189,915	0.15%	285
Federal Agency/Bond Note	PFM FHL #3130AJ7E3	02/17/23	\$ 170,000	\$ 173,243	\$ 169,829	1.44%	2,446
Federal Agency/Bond Note	PFM FMN #3137EAEQ8	04/20/23	\$ 170,000	\$ 170,472	\$ 169,745	0.46%	781
Federal Agency/Bond Note	PFM FMN #3137EAE86	05/05/23	\$ 190,000	\$ 190,505	\$ 189,951	0.39%	741
Federal Agency/Bond Note	PFM FMN #3135G04Q3	05/22/23	\$ 255,000	\$ 255,094	\$ 254,516	0.35%	891
Federal Agency/Bond Note	PFM FHLB #313383QR5	06/09/23	\$ 250,000	\$ 264,545	\$ 256,624	1.83%	4,696
Federal Agency/Bond Note	PFM FMN #3137EAE54	06/26/23	\$ 225,000	\$ 225,042	\$ 224,565	0.35%	786
Federal Agency/Bond Note	PFM FMN #3135G05G4	07/10/23	\$ 160,000	\$ 159,975	\$ 159,768	0.32%	511
Federal Agency/Bond Note	PFM FMN #3135G05R0	08/10/23	\$ 160,000	\$ 159,970	\$ 159,797	0.36%	575
Federal Agency/Bond Note	PFM FMN #3137EAEW5	09/08/23	\$ 110,000	\$ 109,933	\$ 110,015	0.24%	264
Federal Agency/Bond Note	PFM FMN #3137EAEW5	09/08/23	\$ 140,000	\$ 139,915	\$ 139,966	0.26%	364
Federal Agency/Bond Note	PFM FHLB #313383YJ4	09/08/23	\$ 150,000	\$ 160,118	\$ 151,200	2.98%	4,506
Federal Agency/Bond Note	PFM FM #3135G0U43	09/12/23	\$ 200,000	\$ 211,370	\$ 199,639	2.96%	5,909
Federal Agency/Bond Note	PFM FMN #3137EAY1	10/16/23	\$ 95,000	\$ 94,647	\$ 94,729	0.25%	237
Federal Agency/Bond Note	PFM FMN #3135G06H1	11/27/23	\$ 155,000	\$ 154,786	\$ 154,858	0.29%	449
Federal Agency/Bond Note	PFM FMN #3137EAF42	12/04/23	\$ 70,000	\$ 69,869	\$ 69,944	0.28%	196
Federal Agency/Bond Note	PFM FMN #3135G0V34	02/05/24	\$ 325,000	\$ 342,877	\$ 324,371	2.58%	8,369
Federal Agency/Bond Note	PFM FHLB #3130AFW94	02/13/24	\$ 250,000	\$ 263,868	\$ 249,536	2.58%	6,438
Federal Agency/Bond Note	PFM FMN# #3135G0X24	01/07/25	\$ 290,000	\$ 300,351	\$ 289,348	1.69%	4,890
Federal Agency/Bond Note	PFM FMN #3137EAEPO	02/12/25	\$ 150,000	\$ 154,776	\$ 155,367	0.50%	777
Federal Agency/Bond Note	PFM FMN #3137EAEPO	02/12/25	\$ 250,000	\$ 257,961	\$ 249,861	1.52%	3,798
Federal Agency/Bond Note	PFM FHLBN #3130AJHU6	04/14/25	\$ 120,000	\$ 119,293	\$ 119,549	0.60%	717
Federal Agency/Bond Note	PFM FMN #3135G03U5	04/22/25	\$ 130,000	\$ 129,840	\$ 129,796	0.67%	870
Federal Agency/Bond Note	PFM FMN #3135G04Z3	06/17/25	\$ 170,000	\$ 168,689	\$ 169,721	0.54%	916
Federal Agency/Bond Note	PFM FMN #3135G04Z3	06/17/25	\$ 295,000	\$ 292,725	\$ 295,420	0.46%	1,359
Federal Agency/Bond Note	PFM FMN #3137EAEU9	07/21/25	\$ 100,000	\$ 98,684	\$ 99,596	0.48%	478
Federal Agency/Bond Note	PFM FMN #3135G05X7	08/25/25	\$ 235,000	\$ 231,742	\$ 234,086	0.47%	1,100
Federal Agency/Bond Note	PFM FHL #3130AK5E2	09/04/25	\$ 35,000	\$ 34,441	\$ 34,912	0.44%	154
Federal Agency/Bond Note	PFM FMN #3137EAEX3	09/23/25	\$ 230,000	\$ 226,658	\$ 229,414	0.44%	1,009
Federal Agency/Bond Note	PFM FMN #3135G06G3	11/07/25	\$ 155,000	\$ 153,314	\$ 154,515	0.57%	881
Total Federal Agency Bond/Note-PFM			\$ 6,615,000	\$ 6,706,499	\$ 6,625,159	0.966%	\$ 64,794
US Treasury Notes	PFM #9128284W7	08/15/21	\$ 300,000	\$ 300,984	\$ 300,487	1.42%	4,267
US Treasury Notes	PFM #912828D72	08/31/21	\$ 440,000	\$ 441,375	\$ 440,230	1.67%	7,352
US Treasury Notes	PFM #912828T67	10/31/21	\$ 250,000	\$ 250,977	\$ 249,685	1.64%	4,095
US Treasury Notes	PFM #912828F96	10/31/21	\$ 450,000	\$ 452,883	\$ 450,202	1.86%	8,374
US Treasury Notes	PFM #9128285L0	11/15/21	\$ 275,000	\$ 277,879	\$ 277,821	0.14%	389
US Treasury Notes	PFM #912828H86	01/31/22	\$ 350,000	\$ 352,898	\$ 349,262	1.88%	6,566

City of Suisun City,
Successor Agency, Housing Authority and Suisun-Solano Water Authority
FINANCIAL OFFICER'S INVESTMENT REPORT

June 30, 2021

<u>Category of Investment</u>	<u>Name of Institution</u>	<u>Maturity Date</u>	<u>Par Amount</u>	<u>Market Value*</u>	<u>Amortized Cost</u>	<u>Yield to Maturity at Cost</u>	<u>Est Annual Income</u>
US Treasury Notes	PFM #9128286M7	04/15/22	\$ 135,000	\$ 137,299	\$ 135,594	1.68%	2,278
US Treasury Notes	PFM #9128282P4	07/31/22	\$ 35,000	\$ 35,667	\$ 34,945	2.03%	709
US Treasury Notes	PFM #9128282P4	07/31/22	\$ 400,000	\$ 407,625	\$ 398,595	2.22%	8,849
US Treasury Notes	PFM #912828XQ8	07/31/22	\$ 65,000	\$ 66,330	\$ 65,127	1.81%	1,179
US Treasury Notes	PFM #91282CAC5	07/31/22	\$ 170,000	\$ 170,027	\$ 169,944	0.16%	272
US Treasury Notes	PFM #912828L57	09/30/22	\$ 300,000	\$ 306,047	\$ 296,537	2.74%	8,125
US Treasury Notes	PFM #912828YK0	10/15/22	\$ 125,000	\$ 126,973	\$ 126,927	0.18%	228
US Treasury Notes	PFM #912828N30	12/31/22	\$ 575,000	\$ 591,801	\$ 571,505	2.55%	14,573
US Treasury Notes	PFM #912828Z29	01/15/23	\$ 150,000	\$ 153,047	\$ 150,368	1.34%	2,015
US Treasury Notes	PFM #912828P38	01/31/23	\$ 100,000	\$ 102,469	\$ 98,215	2.96%	2,907
US Treasury Notes	PFM #912828P79	02/28/23	\$ 230,000	\$ 234,959	\$ 235,205	0.14%	329
US Treasury Notes	PFM #912828Q29	03/31/23	\$ 100,000	\$ 102,250	\$ 97,866	2.82%	2,760
US Treasury Notes	PFM #9128284L1	04/30/23	\$ 145,000	\$ 151,684	\$ 147,910	1.62%	2,396
US Treasury Notes	PFM #912828T26	09/30/23	\$ 500,000	\$ 512,031	\$ 494,401	1.90%	9,394
US Treasury Notes	PFM #912828W71	03/31/24	\$ 195,000	\$ 204,171	\$ 196,548	1.82%	3,577
US Treasury Notes	PFM #912828X70	04/30/24	\$ 250,000	\$ 261,094	\$ 247,632	2.36%	5,844
US Treasury Notes	PFM #912828WJ5	05/15/24	\$ 430,000	\$ 455,464	\$ 440,589	1.61%	7,093
US Treasury Notes	PFM #912828X3	6/30/2024	\$ 340,000	\$ 355,566	\$ 356,038	0.42%	1,495
US Treasury Notes	PFM #912828D56	08/15/24	\$ 290,000	\$ 307,038	\$ 298,246	1.43%	4,265
US Treasury Notes	PFM #912828Y5	09/30/24	\$ 205,000	\$ 215,634	\$ 207,838	1.68%	3,492
US Treasury Notes	PFM #912828J7	11/30/24	\$ 135,000	\$ 142,193	\$ 137,041	1.66%	2,275
US Treasury Notes	PFM #912828Y0	12/31/24	\$ 275,000	\$ 286,172	\$ 289,027	0.28%	809
US Treasury Notes	PFM #9128283V0	01/31/25	\$ 30,000	\$ 32,034	\$ 31,179	1.36%	424
US Treasury Notes	PFM #91282CAT8	10/31/25	\$ 250,000	\$ 244,414	\$ 244,056	0.81%	1,977
US Treasury Notes	PFM #91282CBC4	12/31/25	\$ 150,000	\$ 147,141	\$ 147,546	0.75%	1,107
US Treasury Notes	PFM #91282CBC4	12/31/25	\$ 300,000	\$ 294,281	\$ 295,657	0.70%	2,070
US Treasury Notes	PFM #91282CBC4	12/31/25	\$ 355,000	\$ 348,233	\$ 354,301	0.42%	1,488
US Treasury Notes	PFM #91282CBH3	01/31/26	\$ 250,000	\$ 245,000	\$ 246,419	0.69%	1,700
Total US Treasury Bond/Note-PFM			\$ 8,550,000	\$ 8,713,639	\$ 8,582,942	1.43%	\$ 124,673
INVESTMENTS MANAGED BY PFM			\$ 17,090,600	\$ 17,383,647	\$ 17,153,580	1.26%	\$ 213,098
<u>Reserved for Bond/Debt Service</u>							
Successor Agency 2014 Bonds	First Amer Treas Oblig Fc	#31846V302	\$ 984,166	\$ 984,166	\$ 984,166	0.00%	21
Marina Debt Reserve-Saving Account	West America Bank	Demand Deposit	\$ 399,166	\$ 399,166	\$ 399,166	0.05%	213
Marina Debt Reserve - LAIF	LAIF*	LAIF	\$ 1,012,402	\$ 1,012,486	\$ 1,012,402	0.26%	2,652
Total Debt Service Reserve Funds			\$ 2,395,734	\$ 2,395,818	\$ 2,395,734	0.12%	\$ 2,886
Grand Total			\$ 43,200,943	\$ 43,494,446	\$ 43,263,923	0.72%	\$ 313,661

City of Suisun City,
Successor Agency, Housing Authority and Suisun-Solano Water Authority
FINANCIAL OFFICER'S INVESTMENT REPORT

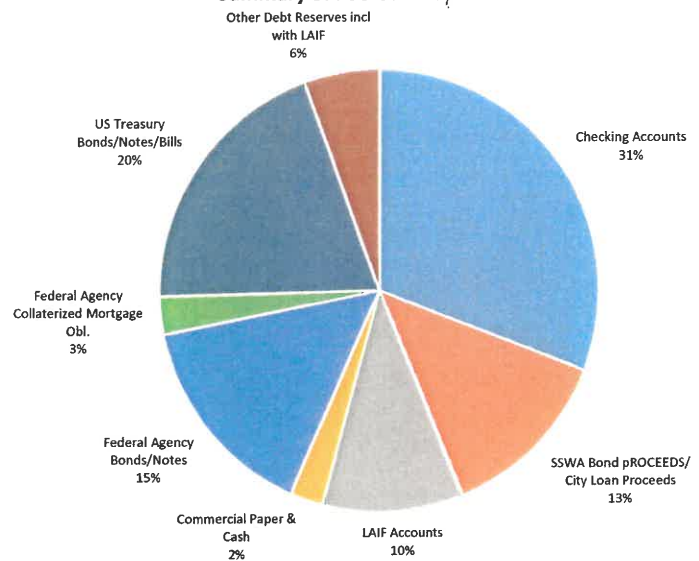
June 30, 2021

Category of Investment	Name of Institution	Maturity Date	Par Amount	Market Value*	Amortized Cost	Yield to Maturity at Cost	Est Annual Income
------------------------	---------------------	---------------	------------	---------------	----------------	---------------------------	-------------------

Summary of Pooled Investments

	Amortized Cost Amount
Checking Accounts	\$ 13,368,653
SSWA Bond pROCEEDS/ City Loan Proceeds	\$ 5,590,595
LAIF Accounts	\$ 4,480,209
Commercial Paper & Cash	PFM \$ 1,024,865
Federal Agency Bonds/Notes	PFM \$ 6,625,159
Federal Agency Collateralized Mortgage Obl.	PFM \$ 1,195,767
US Treasury Bonds/Notes/Bills	PFM \$ 8,582,942
Other Debt Reserves incl with LAIF	\$ 2,395,734
Total	\$ 43,263,923

Summary of Pooled Investments



* Market Valuation for Federal Agency Bonds/Notes and US Treasury Bonds/Notes is from City's Investment Advisor, PFM. Valuation for Debt Service Reserve funds is from the City's Trustee, US Bank.

City Treasurer's Statement:

I hereby certify that I have examined the records and find this report to be correct, that all investments are made in accordance with the investment policy, and the City will be able to meet its obligations for the next six months.

Attest by:

Michael J. McMurry 8-10-2021
Michael J. McMurry, City Treasurer Date

Prepared by:

Robin Daniel
Robin Daniel, Accountant

8-10-21
Date

Reviewed & Submitted by:

Elizabeth Luna
Elizabeth Luna, Accounting Services Mgr.

8.10.2021
Date

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Managed Account Summary Statement

For the Month Ending June 30, 2021

CITY OF SUITSUN CITY - 82140100

Transaction Summary - Managed Account

Opening Market Value

Maturities/Calls
Principal Dispositions
Principal Acquisitions
Unsettled Trades
Change in Current Value

\$17,358,220.03

(217,876.57)
0.00
295,593.75
0.00
(52,289.82)

Closing Market Value

\$17,383,647.39

Cash Transactions Summary - Managed Account

Maturities/Calls
Sale Proceeds
Coupon/Interest/Dividend Income
Principal Payments
Security Purchases
Net Cash Contribution
Reconciling Transactions

200,500.00
0.00
26,234.87
17,876.57
(296,084.77)
0.00
0.00

Earnings Reconciliation (Cash Basis) - Managed Account

Interest/Dividends/Coupons Received
Less Purchased Interest Related to Interest/Coupons
Plus Net Realized Gains/Losses

26,734.87
(491.02)
(165.34)

Total Cash Basis Earnings

\$26,078.51

Cash Balance

Closing Cash Balance

\$275,152.22

Earnings Reconciliation (Accrual Basis)

Ending Amortized Value of Securities
Ending Accrued Interest
Plus Proceeds from Sales
Plus Proceeds of Maturities/Calls/Principal Payments
Plus Coupons/Dividends Received
Less Cost of New Purchases
Less Beginning Amortized Value of Securities
Less Beginning Accrued Interest

Total
17,153,580.14
53,542.28
0.00
218,376.57
26,234.87
(296,084.77)
(17,078,818.67)
(59,200.72)

Total Accrual Basis Earnings

\$17,629.70

Item 10
Attachment 2





CITY OF SUISUN CITY - 82140100

Portfolio Summary and Statistics

For the Month Ending June 30, 2021

Account Summary

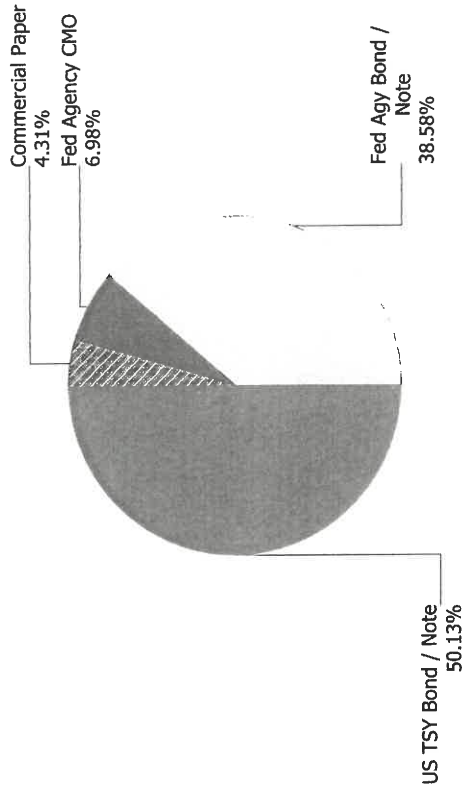
Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	8,550,000.00	8,713,639.00	50.13
Federal Agency Collateralized Mortgage Obligation	1,175,599.64	1,213,670.53	6.98
Federal Agency Bond / Note	6,615,000.00	6,706,499.51	38.58
Commercial Paper	750,000.00	749,838.35	4.31
Managed Account Sub-Total	17,090,599.64	17,383,647.39	100.00%
Accrued Interest		53,542.28	
Total Portfolio	17,090,599.64	17,437,189.67	

Cash Balance

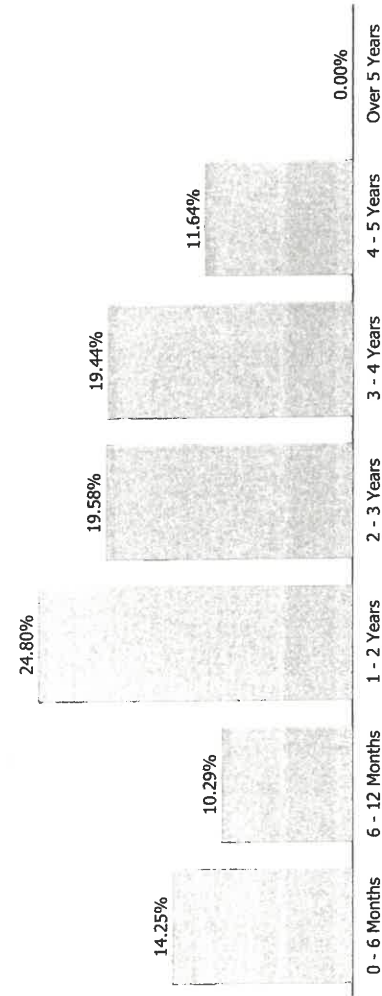
Unsettled Trades

332

Sector Allocation



Maturity Distribution



Characteristics

Yield to Maturity at Cost	1.26%
Yield to Maturity at Market	0.39%
Weighted Average Days to Maturity	791

Item 10
Attachment 2



Managed Account Issuer Summary

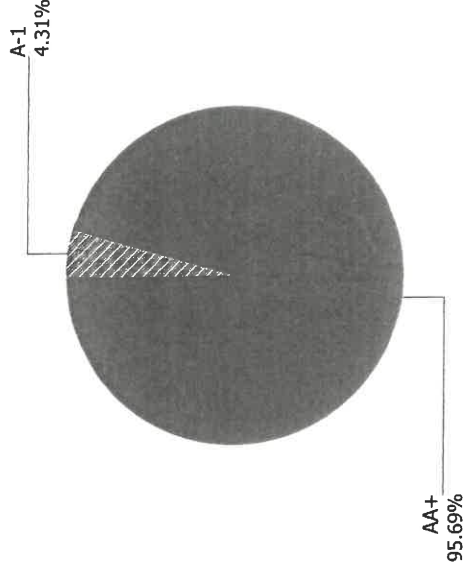
For the Month Ending June 30, 2021

CITY OF SUISUN CITY - 82140100

Issuer Summary

Issuer	Market Value of Holdings	Percent
FANNIE MAE	2,627,010.66	15.11
FEDERAL FARM CREDIT BANKS	410,040.12	2.36
FEDERAL HOME LOAN BANKS	1,797,141.21	10.34
FREDDIE MAC	3,085,978.05	17.75
MITSUBISHI UFJ FINANCIAL GROUP INC	399,958.40	2.30
SUMITOMO MITSUI TRUST HOLDINGS INC	349,879.95	2.01
UNITED STATES TREASURY	8,713,639.00	50.13
Total	\$17,383,647.39	100.00%

Credit Quality (S&P Ratings)





CITY OF SUISUN CITY - 82140100

Managed Account Detail of Securities Held

For the Month Ending June 30, 2021

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note												
US TREASURY NOTES	DTD 08/15/2018 2.750% 08/15/2021	9128284W7	300,000.00	AA+	Aaa	02/03/20	02/03/20	306,046.88	1.42	3,099.45	300,486.78	300,984.36
US TREASURY NOTES	DTD 09/02/2014 2.000% 08/31/2021	912828D72	440,000.00	AA+	Aaa	06/26/17	06/28/17	445,740.62	1.67	2,941.30	440,229.62	441,375.00
US TREASURY NOTES	DTD 10/31/2016 1.250% 10/31/2021	912828T67	250,000.00	AA+	Aaa	08/30/17	08/31/17	246,074.22	1.64	526.49	249,685.32	250,976.55
US TREASURY NOTES	DTD 10/31/2014 2.000% 10/31/2021	912828F96	450,000.00	AA+	Aaa	04/03/17	04/06/17	452,759.77	1.86	1,516.30	450,201.73	452,882.79
US TREASURY NOTES	DTD 11/15/2018 2.875% 11/15/2021	9128285L0	275,000.00	AA+	Aaa	10/27/20	10/27/20	282,906.25	0.14	1,009.77	277,820.72	277,878.92
US TREASURY NOTES	DTD 02/02/2015 1.500% 01/31/2022	912828H86	350,000.00	AA+	Aaa	07/05/17	07/07/17	344,244.14	1.88	2,189.92	349,261.98	352,898.42
US TREASURY NOTES	DTD 04/15/2019 2.250% 04/15/2022	9128286M7	135,000.00	AA+	Aaa	10/28/19	10/31/19	136,850.98	1.68	639.04	135,594.29	137,299.21
US TREASURY NOTES	DTD 07/31/2017 1.875% 07/31/2022	9128282P4 ✓	35,000.00	AA+	Aaa	11/01/17	11/03/17	34,760.74	2.03	273.74	34,945.40	35,667.19
US TREASURY NOTES	DTD 07/31/2015 2.000% 07/31/2022	912828X08	65,000.00	AA+	Aaa	08/01/19	08/05/19	65,350.39	1.81	542.27	65,126.86	66,330.47
US TREASURY NOTES	DTD 07/31/2020 0.125% 07/31/2022	91282CAC5	170,000.00	AA+	Aaa	10/07/20	10/08/20	169,907.03	0.16	88.64	169,944.44	170,026.55
US TREASURY NOTES	DTD 07/31/2017 1.875% 07/31/2022	9128282P4 ✓	400,000.00	AA+	Aaa	01/02/18	01/04/18	394,062.50	2.22	3,128.45	398,594.78	407,625.00
US TREASURY NOTES	DTD 09/30/2015 1.750% 09/30/2022	912828L57	300,000.00	AA+	Aaa	06/04/18	06/06/18	288,023.44	2.74	1,319.67	296,536.90	306,046.86
US TREASURY NOTES	DTD 10/15/2019 1.375% 10/15/2022	912828YK0	125,000.00	AA+	Aaa	06/01/20	06/03/20	128,535.16	0.18	361.59	126,927.15	126,927.65
US TREASURY NOTES	DTD 12/31/2015 2.125% 12/31/2022	912828N30	575,000.00	AA+	Aaa	01/30/19	01/31/19	565,880.86	2.55	33.20	571,505.39	591,500.66



Managed Account Detail of Securities Held

For the Month Ending June 30, 2021

CITY OF SUISUN CITY - 82140100

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES	DTD 01/15/2020 1.500% 01/15/2023	912828Z29	AA+	Aaa	02/03/20	02/05/20	150,703.13	1.34	1,037.98	150,368.24	153,046.88
US TREASURY NOTES	DTD 02/01/2016 1.750% 01/31/2023	912828P38	AA+	Aaa	11/01/18	11/06/18	95,230.47	2.96	729.97	98,214.89	102,468.75
US TREASURY NOTES	DTD 02/29/2016 1.500% 02/28/2023	912828P79	AA+	Aaa	12/28/20	12/31/20	236,765.23	0.14	1,153.13	235,204.68	234,959.38
US TREASURY NOTES	DTD 03/31/2016 1.500% 03/31/2023	912828O29	AA+	Aaa	05/01/18	05/02/18	94,000.00	2.82	377.05	97,866.22	102,250.00
US TREASURY NOTES	DTD 04/30/2018 2.750% 04/30/2023	9128284L1	AA+	Aaa	09/27/19	09/30/19	150,698.05	1.62	671.81	147,910.01	151,683.60
US TREASURY NOTES	DTD 09/30/2016 1.375% 09/30/2023	912828T26	AA+	Aaa	06/03/19	06/05/19	489,238.28	1.90	1,728.14	494,400.90	512,031.25
US TREASURY NOTES	DTD 03/31/2017 2.125% 03/31/2024	912828W71	AA+	Aaa	08/01/19	08/05/19	197,620.31	1.82	1,041.60	196,547.52	204,171.08
US TREASURY NOTES	DTD 05/01/2017 2.000% 04/30/2024	912828X70	AA+	Aaa	05/03/19	05/06/19	245,830.08	2.36	842.39	247,632.24	261,093.75
US TREASURY NOTES	DTD 05/15/2014 2.500% 05/15/2024	912828WJ5	AA+	Aaa	09/27/19	09/30/19	447,048.83	1.61	1,372.96	440,588.65	455,464.08
US TREASURY NOTES	DTD 06/30/2017 2.000% 06/30/2024	912828XX3	AA+	Aaa	03/30/21	03/31/21	357,385.16	0.42	18.48	356,037.70	355,565.61
US TREASURY NOTES	DTD 08/15/2014 2.375% 08/15/2024	912828D56	AA+	Aaa	08/29/19	08/30/19	303,095.31	1.43	2,587.57	298,246.00	307,037.50
US TREASURY NOTES	DTD 10/02/2017 2.125% 09/30/2024	912828Y5	AA+	Aaa	12/02/19	12/04/19	209,212.11	1.68	1,095.01	207,837.56	215,634.38
US TREASURY NOTES	DTD 11/30/2017 2.125% 11/30/2024	912828317	AA+	Aaa	01/02/20	01/06/20	137,926.76	1.66	242.98	137,040.56	142,194.96
US TREASURY NOTES	DTD 12/31/2019 1.750% 12/31/2024	912828YY0	AA+	Aaa	10/27/20	10/27/20	291,736.33	0.28	13.08	289,027.37	286,177.88





CITY OF SUISUN CITY - 82140100

Managed Account Detail of Securities Held

For the Month Ending June 30, 2021

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES	DTD 01/31/2018 2.500% 01/31/2025	9128283V0	AA+	Aaa	02/03/20	02/05/20	31,639.45	1.36	312.85	31,178.75	32,034.38
US TREASURY NOTES	DTD 10/31/2020 0.250% 10/31/2025	91282CAT8	AA+	Aaa	03/30/21	03/31/21	243,710.94	0.81	105.30	244,056.37	244,414.05
US TREASURY NOTES	DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	AA+	Aaa	05/04/21	05/06/21	147,462.89	0.75	1.53	147,546.47	147,140.63
US TREASURY NOTES	DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	AA+	Aaa	06/02/21	06/07/21	295,593.75	0.70	3.06	295,657.15	294,281.25
US TREASURY NOTES	DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	AA+	Aaa	01/29/21	02/02/21	354,237.30	0.42	3.62	354,300.68	348,232.81
US TREASURY NOTES	DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	AA+	Aaa	03/01/21	03/03/21	246,162.11	0.69	391.06	246,418.68	245,000.00

Security Type Sub-Total **8,550,000.00** **8,586,439.47** **1.46** **31,399.40** **8,582,942.00** **8,713,639.00**

Federal Agency Collateralized Mortgage Obligation

FNA 2018-M5 A2	313681XP4	2,793.30	AA+	Aaa	04/11/18	04/30/18	2,848.86	2.93	8.29	2,796.12	2,793.30
FLMC MULTIFAMILY STRUCTURED P	3137BHY8	195,631.05	AA+	Aaa	05/16/19	05/21/19	196,853.74	2.54	455.01	195,866.38	197,229.09
FLMC SERIES K721 A2	3137BM6P6	158,300.25	AA+	Aaa	04/04/18	04/09/18	159,648.28	2.88	407.62	158,639.18	161,738.39
FNA 2013-M7 A2	3136AEGQ4	62,526.01	AA+	Aaa	09/04/19	09/09/19	63,345.17	1.86	118.80	62,885.91	63,485.66
FLMC SERIES K032 A1	3137B4GX8	31,843.51	AA+	Aaa	06/13/18	06/18/18	31,919.39	2.96	80.03	31,869.57	32,487.36
FLMC MULTIFAMILY STRUCTURED P	3137B5JL8	34,966.41	AA+	Aaa	06/13/18	06/18/18	34,787.49	2.79	77.77	34,904.97	35,597.81
FHMS KP05 A	3137FKK39	8,465.80	AA+	Aaa	12/07/18	12/17/18	8,465.78	3.20	22.60	8,465.79	8,460.75



Managed Account Detail of Securities Held

For the Month Ending June 30, 2021

CITY OF SUITSUN CITY - 82140100

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Collateralized Mortgage Obligation											
FHMS K724 A2	DTD 01/01/2017 3.062% 11/01/2023	3137BTU25	AA+	Aaa	01/28/21	02/02/21	96,078.52	0.58	229.65	95,174.63	94,464.85
FHMS K043 A2	DTD 03/01/2015 3.062% 12/01/2024	3137BGK24	AA+	Aaa	03/19/20	03/25/20	409,317.19	1.95	995.15	404,092.97	419,067.93
FHMS K330 A1	DTD 07/01/2020 0.526% 01/01/2025	3137FUZ7	AA+	Aaa	07/23/20	07/30/20	140,874.12	0.53	61.75	140,874.67	139,079.28
FHMS K332 A1	DTD 11/01/2020 0.516% 06/01/2025	3137F72U8	AA+	Aaa	11/18/20	11/30/20	60,196.31	0.52	25.88	60,196.34	59,086.12
Security Type Sub-Total		1,175,599.64					1,204,334.85	1.89	2,482.55	1,195,766.53	1,213,670.53
Federal Agency Bond / Note											
FHLSB NOTES	DTD 02/17/2012 2.250% 03/11/2022	313378CR0	AA+	Aaa	03/27/20	03/30/20	253,533.35	0.45	1,684.38	248,036.48	248,679.41
FEDERAL FARM CREDIT BANK NOTES	DTD 05/06/2020 0.250% 05/06/2022	3133ELYR9	AA+	Aaa	04/30/20	05/06/20	219,720.60	0.31	84.03	219,881.73	220,267.74
FEDERAL HOME LOAN BANK NOTES	DTD 06/12/2020 0.250% 06/03/2022	3130AJPU7	AA+	Aaa	06/11/20	06/12/20	159,977.60	0.26	31.11	159,989.53	160,197.12
FREDDIE MAC NOTES	DTD 06/08/2020 0.250% 06/08/2022	3134GVJ66	AA+	Aaa	06/04/20	06/08/20	99,952.00	0.27	15.97	99,977.51	100,125.10
FEDERAL HOME LOAN BANKS NOTES	DTD 06/12/2015 2.375% 06/10/2022	3130A5P45	AA+	Aaa	07/01/19	07/03/19	370,745.10	1.82	505.68	366,841.86	372,756.98
FREDDIE MAC NOTES	DTD 07/23/2020 0.125% 07/25/2022	3137EAET2	AA+	Aaa	07/21/20	07/23/20	99,774.00	0.24	54.17	99,879.90	99,998.70
FEDERAL FARM CREDIT BANK NOTES	DTD 02/03/2021 0.125% 02/03/2023	3133EMPH9	AA+	Aaa	01/26/21	02/03/21	189,893.60	0.15	97.64	189,915.17	189,772.38
FEDERAL HOME LOAN BANKS NOTES	DTD 02/21/2020 1.375% 02/17/2023	3130AJ7E3	AA+	Aaa	02/20/20	02/21/20	169,687.20	1.44	870.07	169,829.28	173,259.92

PFM Asset Management LLC

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Account 82140100 Page 7



Attachment 2
Item 10



Managed Account Detail of Securities Held

For the Month Ending June 30, 2021

CITY OF SUISUN CITY - 82140100

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note												
FREDDIE MAC NOTES	DTD 04/20/2020 0.375% 04/20/2023	3137EAE08	170,000.00	AA+	Aaa	04/17/20	04/20/20	169,575.00	0.46	125.73	169,744.61	170,472.09
FREDDIE MAC NOTES	DTD 05/07/2020 0.375% 05/05/2023	3137EAE06	190,000.00	AA+	Aaa	05/05/20	05/07/20	189,920.20	0.39	110.83	189,950.86	190,504.83
FANNIE MAE NOTES	DTD 05/22/2020 0.250% 05/22/2023	3135G04Q3	255,000.00	AA+	Aaa	05/20/20	05/22/20	254,232.45	0.35	69.06	254,516.34	255,093.59
FEDERAL HOME LOAN BANK	DTD 07/12/2013 3.250% 06/09/2023	3133830R5	250,000.00	AA+	Aaa	07/01/19	07/03/19	263,445.00	1.83	496.53	256,624.26	264,544.50
FREDDIE MAC NOTES	DTD 06/26/2020 0.250% 06/26/2023	3137EAE04	225,000.00	AA+	Aaa	06/24/20	06/26/20	224,343.00	0.35	7.81	224,565.00	225,042.08
FANNIE MAE NOTES	DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	160,000.00	AA+	Aaa	07/08/20	07/10/20	159,656.00	0.32	190.00	159,767.84	159,974.88
FANNIE MAE NOTES (CALLABLE)	DTD 08/10/2020 0.300% 08/10/2023	3135G05R0	160,000.00	AA+	Aaa	08/11/20	08/12/20	159,712.00	0.36	188.00	159,797.11	159,969.60
FREDDIE MAC NOTES	DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	110,000.00	AA+	Aaa	09/02/20	09/04/20	110,020.09	0.24	86.32	110,014.61	109,933.45
FREDDIE MAC NOTES	DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	140,000.00	AA+	Aaa	09/02/20	09/04/20	139,953.80	0.26	109.86	139,966.41	139,915.30
FEDERAL HOME LOAN BANK NOTES	DTD 08/28/2013 3.375% 09/08/2023	313383YJ4	150,000.00	AA+	Aaa	12/04/18	12/06/18	152,609.40	2.98	1,589.06	151,200.29	160,118.25
FANNIE MAE NOTES	DTD 09/14/2018 2.875% 09/12/2023	3135G0U43	200,000.00	AA+	Aaa	09/12/18	09/14/18	199,180.00	2.96	1,740.97	199,639.00	211,370.40
FREDDIE MAC NOTES	DTD 10/16/2020 0.125% 10/16/2023	3137EAEY1	95,000.00	AA+	Aaa	10/14/20	10/16/20	94,645.65	0.25	24.74	94,729.14	94,647.08
FANNIE MAE NOTES	DTD 11/25/2020 0.250% 11/27/2023	3135G06H1	155,000.00	AA+	Aaa	11/23/20	11/25/20	154,823.30	0.29	36.60	154,858.41	154,755.64
FREDDIE MAC NOTES	DTD 12/04/2020 0.250% 12/04/2023	3137EAF02	70,000.00	AA+	Aaa	12/02/20	12/04/20	69,930.70	0.28	13.13	69,943.93	69,958.60



Managed Account Detail of Securities Held

For the Month Ending June 30, 2021

CITY OF SUISUN CITY - 82140100

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note												
FANNIE MAE NOTES	DTD 02/08/2019 2.500% 02/05/2024	3135G0V34	325,000.00	AA+	Aaa	02/07/19	02/08/19	323,791.00	2.58	3,295.14	324,370.63	342,876.63
FHLB BONDS												
DTD 02/15/2019 2.500% 02/13/2024		3130AFW94	250,000.00	AA+	Aaa	02/14/19	02/15/19	249,115.00	2.58	2,395.83	249,535.67	263,868.25
FANNIE MAE NOTES	DTD 01/10/2020 1.625% 01/07/2025	3135G0X24	290,000.00	AA+	Aaa	01/08/20	01/10/20	289,074.90	1.69	2,277.71	289,347.76	300,351.26
FREDDIE MAC NOTES	DTD 02/14/2020 1.500% 02/12/2025	3137EAE00	150,000.00	AA+	Aaa	06/01/20	06/03/20	156,963.00	0.50	868.75	155,367.40	154,776.45
FREDDIE MAC NOTES	DTD 02/14/2020 1.500% 02/12/2025	3137EAE00	250,000.00	AA+	Aaa	02/13/20	02/14/20	249,807.50	1.52	1,447.92	249,860.56	257,960.75
FEDERAL HOME LOAN BANK NOTES	DTD 04/16/2020 0.500% 04/14/2025	3130AJH06	120,000.00	AA+	Aaa	04/15/20	04/16/20	119,404.80	0.60	128.33	119,548.71	119,293.08
FANNIE MAE NOTES	DTD 04/24/2020 0.625% 04/22/2025	3135G0305	130,000.00	AA+	Aaa	04/22/20	04/24/20	129,732.20	0.67	155.73	129,795.77	129,839.97
FANNIE MAE NOTES	DTD 06/19/2020 0.500% 06/17/2025	3135G0423	170,000.00	AA+	Aaa	06/17/20	06/19/20	169,648.10	0.54	33.06	169,720.83	168,688.79
FANNIE MAE NOTES	DTD 06/19/2020 0.500% 06/17/2025	3135G0423	295,000.00	AA+	Aaa	07/10/20	07/13/20	295,522.15	0.46	57.36	295,419.75	292,724.67
FREDDIE MAC NOTES	DTD 07/23/2020 0.375% 07/21/2025	3137EAE09	100,000.00	AA+	Aaa	07/21/20	07/23/20	99,502.00	0.48	166.67	99,595.65	98,684.40
FANNIE MAE NOTES	DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	235,000.00	AA+	Aaa	08/25/20	08/27/20	233,900.20	0.47	308.44	234,085.91	231,742.20
FEDERAL HOME LOAN BANK NOTES	DTD 09/11/2020 0.375% 09/04/2025	3130AK5E2	35,000.00	AA+	Aaa	09/10/20	09/11/20	34,895.00	0.44	42.66	34,911.91	34,440.70
FREDDIE MAC NOTES	DTD 09/25/2020 0.375% 09/23/2025	3137EAE03	230,000.00	AA+	Aaa	09/23/20	09/25/20	229,307.70	0.44	234.79	229,413.59	226,615.64
FANNIE MAE NOTES	DTD 11/12/2020 0.500% 11/07/2025	3135G06G3	155,000.00	AA+	Aaa	11/09/20	11/12/20	154,445.10	0.57	116.25	154,515.49	153,310.07





Managed Account Detail of Securities Held

For the Month Ending June 30, 2021

CITY OF SUISUN CITY - 82140100

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Security Type Sub-Total												
6,615,000.00												
Commercial Paper												
MUFG BANK LTD/NY COMM PAPER	DTD 12/11/2020 0.000% 08/24/2021	62479LVO5	400,000.00	A-1	P-1	02/26/21	02/26/21	399,721.56	0.14 ✓	0.00	399,916.00	399,958.40
SUMITOMO MITSUI TRUST NY COMM PAPER	DTD 05/05/2021 0.000% 11/01/2021	86563GY14	350,000.00	A-1	P-1	05/05/21	05/05/21	349,702.50	0.17 ✓	0.00	349,796.71	349,879.95
Security Type Sub-Total												
750,000.00												
Managed Account Sub-Total												
17,090,599.64												
Securities Sub-Total												
\$17,090,599.64												
Accrued Interest												
\$17,180,637.07												
Total Investments												
\$17,437,189.67												

Item 10
Attachment 2

CITY COUNCIL
Lori Wilson, Mayor
Wanda Williams, Mayor Pro-Tem
Jane Day
Alma Hernandez
Michael J. Hudson



CITY COUNCIL MEETING

First and Third Tuesday
Every Month

MINUTES

SPECIAL MEETING OF THE SUISUN CITY COUNCIL SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY, HOUSING AUTHORITY, AND GENERAL TAX OVERSIGHT COMMITTEE (MEASURE S)

TUESDAY, MAY 18, 2021

5:30 P.M.

JOSEPH A. NELSON COMMUNITY CENTER—611 VILLAGE DR. -- SUISUN CITY, CALIFORNIA 94585

NOTICE

Pursuant to Government Code Section 54953, Subdivision (b), and Executive Order released on March 12, 2020, the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by: Council/Board Members Jane Day, Alma Hernandez, Michael Hudson, Mayor Pro Tem Wanda Williams, and Mayor Lori Wilson. Teleconference locations are on file at City Hall, 701 Civic Center Blvd., Suisun City, CA 94585.

PER CITY POLICY, MEMBERS OF THE PUBLIC ARE REQUIRED TO WEAR FACE MASKS WHILE IN CITY FACILITIES. IF YOU DO NOT HAVE A FACE MASK, ONE WILL BE PROVIDED FOR YOU.

THE CITY COUNCIL HAS RESUMED IN-PERSON MEETINGS IN ADDITION TO ZOOM. A LIMITED NUMBER OF SEATS ARE AVAILABLE, TO RESERVE A SEAT PLEASE CONTACT THE CITY CLERK AT clerk@suisun.com OR 707 421-7302.

ZOOM MEETING INFORMATION:

WEBSITE: <https://zoom.us/join>

MEETING ID: 857 3306 3858

CALL IN PHONE NUMBER: (707) 438-1720)

*TO VIEW TONIGHT'S MEETING ON SUISUN WEBSITE, LIVESTREAM
(URL: <https://www.suisun.com/government/meeting-video/>)*

*REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING
BY EMAILING CLERK@SUISUN.COM (PRIOR TO 6pm) OR
VIA WEBSITE OR PHONE APPLICATION, ZOOM*

*(If attending the meeting via phone press *9 to raise your hand and *6 to unmute/mute for public comment.)*

DEPARTMENTS: AREA CODE (707)

ADMINISTRATION 421-7300 ■ PLANNING 421-7335 ■ BUILDING 421-7310 ■ FINANCE 421-7320
FIRE 425-9133 ■ RECREATION & COMMUNITY SERVICES 421-7200 ■ POLICE 421-7373 ■ PUBLIC WORKS 421-7340
SUCCESSOR AGENCY 421-7309 FAX 421-7366

(Next Ord. No. – 782)

(Next City Council Res. No. 2021 – 42)

Next Suisun City Council Acting as Successor Agency Res. No. SA2021 - 01)

(Next Housing Authority Res. No. HA2021 – 01)

ROLL CALL

Mayor Wilson called the meeting to order at 5:42pm with the following Council Members and General Tax Oversight Committee Members present:

Council Present: Hernandez, Hudson, Williams, Wilson

Committee Present: Colden, Peters, Pierce, Forney. Member Pisching arrived at 5:54pm

Absent: Day

Pledge of Allegiance was led by Vice-Mayor Williams.

Invocation was given by City Manager Greg Folsom.

CONFLICT OF INTEREST NOTIFICATION None

(Any items on this agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)

REPORTS: (Informational items only.)

1. City Manager/Executive Director/Staff

Mr. Folsom reported briefly on the Planning Commission and EPIC meetings along with an update on the American Rescue Plan.

PRESENTATION/APPOINTMENTS None

(Presentations, Awards, Proclamations, Appointments).

CONSENT CALENDAR

Consent calendar items requiring little or no discussion may be acted upon with one motion.

Joint City Council / Suisun City Council Acting as Successor Agency/Housing Authority

2. Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on March 16, 2021; March 30, 2021; April 6, 2021; and April 13, 2021 - (Skinner: askinner@suisun.com).

Joint City Council / Suisun City Council Acting as Successor Agency

3. Council/Agency Approval of April 2021 Payroll Warrants in the Amount of \$420,407.75 and Council/Agency Approval of the April 2021 Accounts Payable Warrants in the Amount of \$1,083,118.39 – (Finance).

Motion by Vice-Mayor Williams to approve the Consent Calendar and seconded by Council Member Hernandez. Motion passed by the following vote:

AYES: Hernandez, Hudson, Williams, Wilson

NOES: None

ABSENT: Day

Due to technical recording issues the beginning of the meeting was recorded without sound. Mayor Wilson gave a recap of the meeting.

Committee Member Barbara Pisching arrived at 5:54pm.

PUBLIC COMMENTS

(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the public comment period, although informational answers to questions may be given and matters may be referred for placement on a future agenda.)

Steve Olry commented on street repaving by a neighboring city and concerns of fire hazards along Highway 12 and McCoy Creek.

Jeremy Snyder, President of the Police Officers Association spoke on department being understaffed for the past 5 years and have not reached levels considered operation or safe for community.

George Guynn commented his disappointment on Councilman Hudson being interrupted multiple times at last Council meeting and felt unfair and need to do better, County and cities need to do better in how disabled citizens are treated.

PUBLIC HEARING

City Council

4. Public Hearing and Other Proceedings Related to Annexation No.12 to Community Facilities District No. 2 (Municipal Services), for the 7-Eleven Project (Assessor Parcels Numbers 0173-830-050, 0173-830-060, 0173-080-070) (CORRECTED TITLE): – (Kearns: jkearns@suisun.com)
 - a. Council Adoption of Resolution No. 2021-42: Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors; and
 - b. Council Adoption of Resolution No. 2021-43: Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien; and
 - c. Council Introduction and Waive Reading of Ordinance No. 782: Levying Special Tax within City of Suisun City Community Facilities District No. 2 (Municipal Services), Including Certain Annexation Territory.

Mr. Kearns gave a brief report on the CFD #2.

Mayor Wilson opened the Public Hearing.

Vice Mayor Williams made a recommendation that all monies from this CFD be put in a specific fund for Public Safety only and be equally divided between Police and Fire Departments. There was no consensus for this recommendation.

City Attorney Gerli explained that a change could not be made at this time. Council could choose to bring the item back at a later date.

Finance Director Deol explained how the CFD monies are shown in the budget and how the monies are used. Mr. Folsom further explained that CFD #2 & #3 monies are used primarily for Public Safety along with storm water.

City Clerk Skinner read the results Special Annexation Election approving the Annexation No. 12 to CFD #2.

Motion by Council Member Hudson to adopt Resolution No. 2021-42 and seconded by Council Member Hernandez. Motion passed by the following vote:

AYES: Hernandez, Hudson, Williams, Wilson

NOES: None

ABSENT: Day

Motion by Council Member Hudson to adopt Resolution No. 2021-43 and seconded by Council Member Hernandez. Motion passed by the following vote:

AYES: Hernandez, Hudson, Williams, Wilson

NOES: None

ABSENT: Day

Motion by Vice Mayor Williams to introduce and waive the first reading of Ordinance No. 782 and seconded by Council Member Hudson. Motion passed by the following vote:

AYES: Hernandez, Hudson, Williams, Wilson

NOES: None

ABSENT: Day

GENERAL BUSINESS

City Council

5. Council Adoption of Resolution No. 2021-44: Accept the Needs Assessment Report and direct staff to find solutions and make changes in the Police Department working towards meeting the assessments recommendations – (Roth: aroth@suisun.com).

Police Chief Roth introduced John Scruggs, Matrix Consulting Group. Mr. Scruggs gave a presentation on the Police Department Staffing and Facility Assessment Final report dated March 15, 2021.

Mayor Wilson recessed the meeting at 6:42 pm due to continued sound issues. Meeting resumed at 7:04 pm with Council Member Day arriving at 6:55 pm.

Public Comments

Steve Olry concerned that there is less than 2 officers per shift which means there is a lot of area not being covered and did not hear code enforcement mentioned in the assessment.

Michael Zeiss asked how does pro-activity relate to code enforcement.

Donna LeBlanc asked if future needs include the opening of the new cannabis operation and crime that may occur in that area.

Mr. Scruggs responded to questions asked by the public.

Motion by Council Member Hudson to adopt Resolution No. 2021-44 and seconded by Council Member Hernandez. Motion passed unanimously by the following vote:

AYES: Day, Hernandez, Hudson, Williams, Wilson

NOES: None

Joint City Council / Suisun City Council Acting as Successor Agency/Housing Authority/General Tax Oversight Committee

6. Fiscal Year 2021-22 Annual Presentation of Conceptual Budget Strategy – (Deol: ldol@suisun.com).

City Manager Greg Folsom introduced members of staff that would be participating in providing information during the discussion. Mr. Folsom presented the staff report and a portion of the conceptual budget strategy.

Board Member Peters left at 9:22 pm.

PUBLIC COMMENT

Greg Renucci, Operation Chief and a member of the Fire Dept for 24 years. Concerned with the department being short staffed. Previous years assessment studies show the same info as the current study. When will it change? Losing faith in Council in providing a level of service to the City and its residents.

Brian K. Volunteer for 20 years. Concerned about being short staffed. Getting more training but also taking more risks due to lack of staff. Let's figure out a way to take the operational reality and avoid an inevitable tragedy.

Mr. Shae commented on being short staffed, physically exhausted.

Jacob Holter, Engineer commented on the department being short staff and safety concerns.

Jeremy Martinez, Capt. and Paramedic, reiterated how bad staffing is.

Jason Brassfield, Capt. Reiterated how tired the department is due to lack of staffing.

Terry West commented the demand for service has increased for both Police and Fire Departments. Current resources have become inadequate to meet the needs and expectations of the citizens and need to take steps now to avoid a tragedy.

Josh Tanner thanked Council for all the training the department has received but is very concerned about the lack of staff and the excessive number of calls for one department.

Board Member Persching left meeting 10:07pm.

Dave Bellerive a member of the department since 1987 which was primarily all volunteers. Now with paid firefighters there are only two per shift to respond to a fire. Need to add firefighters for safety of staff and the citizens.

Thomas Kamen no longer have volunteers and the State does not provide training. The City needs to develop a tax program to fund the department and add additional staffing.

George Guynn city is not doing dredging; needs to attract businesses that will provide revenue to the City.

Steve Olry good presentation tonight; feel we have a weak government and need to attract more businesses to pay for services rather than approving residential and apartments.

Donna Le Blanc supports fire department 100% but need additional firefighters; below the minimum standard of required firefights and could result in increased insurance rates. Supports the Senior Center moving to the Nelson Center would allow for more activities at the same time. If the Center is sold hope that the public has input as to what goes into the building.

There were no further public comments.

Board Member Forney left meeting at 10:52pm.

After continued Council discussion there was consensus:

- move the Senior Center operations to the Nelson Community Center with dedicated space and staff.
- Add 3 Firefighter positions.

REPORTS: (Informational items only.) Consensus to defer Council reports

7. a. Commission/Committee Updates
- b. Council/Boardmembers
- c. Mayor

ADJOURNMENT

There being no further business the meeting was adjourned at 11:33 pm.

Anita Skinner, City Clerk



CITY COUNCIL
Lori Wilson, Mayor
Wanda Williams, Mayor Pro-Tem
Jane Day
Alma Hernandez
Michael J. Hudson

CITY COUNCIL MEETING

First and Third Tuesday
Every Month

MINUTES

SPECIAL MEETING OF THE SUISUN CITY COUNCIL

TUESDAY, MAY 25, 2021

5:30 P.M.

SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

NOTICE

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ZOOM MEETING INFORMATION:

WEBSITE: <https://zoom.us/join>

MEETING ID: 829 5145 9627

CALL IN PHONE NUMBER: (707) 438-1720

TO VIEW TONIGHT'S MEETING ON SUISUN WEBSITE, LIVESTREAM

(URL: <https://www.suisun.com/government/meeting-video/>)

REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING

BY EMAILING CLERK@SUISUN.COM (PRIOR TO 4pm) OR

VIA WEBSITE OR PHONE APPLICATION, ZOOM

*(If attending the meeting via phone press *9 to raise your hand and *6 to unmute/mute for public comment.)*

ROLL CALL

Mayor Wilson called the meeting to order at 5:41pm with the following Council Members present:

Present: Hernandez, Williams, Wilson

Absent: Day, Hudson

CONFLICT OF INTEREST NOTIFICATION None

(Any items on this agenda that might be a conflict of interest to any Councilmembers/Boardmembers should be identified at this time.)

DEPARTMENTS: AREA CODE (707)

ADMINISTRATION 421-7300 ■ PLANNING 421-7335 ■ BUILDING 421-7310 ■ FINANCE 421-7320

FIRE 425-9133 ■ RECREATION & COMMUNITY SERVICES 421-7200 ■ POLICE 421-7373 ■ PUBLIC WORKS 421-7340

SUCCESSOR AGENCY 421-7309 FAX 421-7366

PUBLIC COMMENT

(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the public comment period, although informational answers to questions may be given and matters may be referred for placement on a future agenda.)

There were no Public Comments

CLOSED SESSION Entered into Closed Session at 5:44 pm. Council Member Hudson arrived at 5:49pm.

City Council

Pursuant to California Government Code Section 54950 the Suisun City Council will hold a Closed Session for the purpose of:

1. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency negotiator: City Manager

Employee organizations:

Unrepresented Employees;

SCEA (Suisun City Employees' Association);

SCMPEA (Suisun City Management and Professional Employees' Association);

SCPOA (Suisun City Police Officers Association).

2. PUBLIC EMPLOYEE APPOINTMENT

Pursuant to Government Code Section 54957(b)(1).

Title: Public Works Director

3. PERSONNEL MATTERS

Pursuant to California Government Code Section 54957(b)(1) et seq. the Suisun City Council will hold a Closed Session for the purpose of Public Employee Performance Evaluation: City Manager

CONVENE OPEN SESSION

There were no announcements.

ADJOURNMENT

There being no further business the meeting was adjourned at 9:59pm.

Anita Skinner, City Clerk

CITY COUNCIL
Lori Wilson, Mayor
Wanda Williams, Mayor Pro-Tem
Jane Day
Alma Hernandez
Michael J. Hudson



CITY COUNCIL MEETING

First and Third Tuesday
Every Month

MINUTES

**REGULAR MEETING OF THE
SUISUN CITY COUNCIL
SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,
AND HOUSING AUTHORITY
TUESDAY, JUNE 1, 2021
6:30 P.M.**

SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

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THE CITY COUNCIL HAS RESUMED IN-PERSON MEETINGS IN ADDITION TO ZOOM. A LIMITED NUMBER OF SEATS ARE AVAILABLE, TO RESERVE A SEAT PLEASE CONTACT THE CITY CLERK AT clerk@suisun.com OR 707 421-7302.

ZOOM MEETING INFORMATION:

WEBSITE: <https://zoom.us/join>

MEETING ID: 824 0746 6897

CALL IN PHONE NUMBER: (707) 438-1720

TO VIEW TONIGHT'S MEETING ON SUISUN WEBSITE, LIVESTREAM

(URL: <https://www.suisun.com/government/meeting-video/>)

REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING

BY EMAILING CLERK@SUISUN.COM (PRIOR TO 6pm) OR

VIA WEBSITE OR PHONE APPLICATION, ZOOM

*(If attending the meeting via phone press *9 to raise your hand and *6 to unmute/mute for public comment.)*

(Next Ord. No. – 783)

(Next City Council Res. No. 2021 – 45)

Next Suisun City Council Acting as Successor Agency Res. No. SA2021 - 01)

(Next Housing Authority Res. No. HA2021 – 01)

DEPARTMENTS: AREA CODE (707)

ADMINISTRATION 421-7300 ■ PLANNING 421-7335 ■ BUILDING 421-7310 ■ FINANCE 421-7320

FIRE 425-9133 ■ RECREATION & COMMUNITY SERVICES 421-7200 ■ POLICE 421-7373 ■ PUBLIC WORKS 421-7340

SUCCESSOR AGENCY 421-7309 FAX 421-7366

ROLL CALL

Mayor Wilson called the meeting to order at 6:36 pm with the following Council Members present:

Present: Hernandez, Hudson, Williams, Wilson

Absent: Day

Pledge of Allegiance was led by Vice-Mayor Williams.

Invocation was given by City Manager, Greg Folsom.

CONFLICT OF INTEREST NOTIFICATION NONE

(Any items on this agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)

REPORTS: (Informational items only.)

1. City Manager/Executive Director/Staff

Mr. Folsom reported on the June 15th state re-opening and changes to the current restrictions; the Holiday Inn Express will have a soft opening on June 3.

Mayor Wilson commented on the County going to the Orange Tier on June 2 and clarified that the City could rescind certain portions of the Emergency Declaration Order.

PRESENTATION/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

City Council

2. Mayoral Appointments – (Wilson: lwilson@suisun.com).

a. Appointment of Suisun City Mayor Pro Tem

b. Committee Appointments

Mayor Wilson stated that the appointment would take place at the June 22nd meeting as they are currently in effect until July 1st.

Council Member Day joined the meeting at 6:46 pm.

CONSENT CALENDAR

Consent calendar items requiring little or no discussion may be acted upon with one motion.

City Council

3. Council Adoption of Ordinance No. 782: Levying Special Tax within City of Suisun City Community Facilities District No. 2 (Municipal Services), Including Certain Annexation Territory. (Introduced and Reading Waived May 18, 2021) – (Kearns: jkearns@suisun.com).

4. Council Adoption of Resolution No. 2021-45: Authorizing the City Manage to Enter into a Construction Contract with Pacific Polymers, Inc. DBA American Foam Experts for the Suisun Sprayed Polyurethane Foam Roofing Systems for City Buildings Project.

Joint City Council / Suisun City Council Acting as Successor Agency/Housing Authority

5. Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing

Authority held on March 16, 2021, April 20, 2021 and May 4, 2021 - (Skinner: askinner@suisun.com).

Motion by Vice Mayor Williams to approve the Consent Calendar and seconded by Council Member Hernandez. Motion passed unanimously by the following vote:

AYES: Day, Hernandez, Hudson, Williams, Wilson

NOES: None

PUBLIC COMMENTS

(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the public comment period, although informational answers to questions may be given and matters may be referred for placement on a future agenda.)

Laurie Hartman, Executive Director of Meals on Wheels spoke regarding the possible closure of the Senior Center and assured the Council they would continue their program at any new location.

Steve Olry commented on presentations at the past meetings and the overwhelming number of Police and Firefighters that have spoken. City needs to abandon rental housing and come up with better revenue stream in order to meet the demands of the Police and Fire Departments. The city will continue to lose staff.

Greg Renucci commented that Fire Department staffing is their #1 priority. He also commented that the Type 5 equipment needed to be replaced and possibly looking into funding through a lease program.

Jeremy Snyder, POA President spoke on a recent incident. His concern is the calls for mutual aid by the Fire Dept. and implores the Council to ask for those numbers and see how many requests are actually cancelled.

George Guynn commented on the shooting incident at a Los Angeles fire station and asked the Council to make sure our fire personnel are safe and protected while at work. He also commented that COVID 19 is a personal responsibility to one's safety.

Donna LeBlanc agreed that additional Police and Fire personnel were needed. She also commented that a link regarding new recycling information provided on the water bills was not working. Mayor Wilson stated that it fell under SSWA and staff would be notified to correct and update the website information.

PUBLIC HEARING

City Council

6. Council Introduction and Waive Reading of Ordinance No.783: Adding Chapter 12.03 of the Suisun City Municipal Code Establishing a 5-Year Street Cut Moratorium in the City of Suisun City - (Lofthus: klofthus@suisun.com).

Kris Lofthus introduced Nick Lozano who presented the report on the 5-Year Street Cut Moratorium. The report was provided in the packet.

Mayor Wilson opened the Public Hearing. Hearing no comments, the Public Hearing was closed.

Motion by Council Member Day to introduce and waive the reading of Ordinance 783 and seconded by Council Member Hernandez. Motion passed by the following vote:

AYES: Day, Hernandez, Hudson, Williams, Wilson

NOES: None

7. Council Conduct a Public Hearing, Approve Final Engineer's Report, and Order the Levy and Collection of Assessments for Maintenance Assessment Districts - (Lofthus: klofthus@suisun.com).

- a. Council Adoption of Resolution No. 2021-46: Amending and/or Approving the Final Engineer's Annual Levy Reports for the Suisun City Maintenance Assessment Districts for FY 2021-22; and
- b. Council Adoption of Resolution No. 2021-47: Ordering the Levy and Collection of Assessments within the Suisun City Maintenance Assessment Districts for FY 2021-22.

Lofthus introduced Jenna, Program Manager for Land Care and Amanda Dum who presented the staff report as presented in the packet.

Mayor Wilson opened Public Hearing.

Steve Olry asked about monies collected in the Marina Village and transferred out and why Gadwall Street was not repaired as indicated in the past that the street was failing.

There being no further comments Mayor Wilson closed the Public Hearing.

Ms. Dum replied to Mr. Olry's questions stating Marina Village monies collected are transferred to Dredging and Gadwall Street is not in a LLC district.

Motion by Vice Mayor Williams to adopt Resolutions No. 2021-46 & No. 201-47 and seconded by Council Member Hernandez. Motion passed by the following vote:

AYES: Hernandez, Hudson, Williams, Wilson

NOES: Day

8. Council Conduct a Public Hearing, Approve Final Engineer's Report, and Order the Levy and Collection of Assessments for the McCoy Creek Parking Benefit Assessment District - (Lofthus: klofthus@suisun.com).

- a. Council Adoption of Resolution No. 2021-48: Amending and/or Approving the Final Engineer's Annual Levy Report for the McCoy Creek Parking Benefit Assessment District for FY 2021-22; and
- b. Council Adoption of Resolution No. 2021-49: Ordering the Levy and Collection of Assessments within the McCoy Creek Parking Benefit Assessment District for FY 2021-22.

Mayor Wilson opened the Public Hearing. Hearing no comments, Mayor Wilson closed the Public Hearing.

Motion by Council Member Hudson to adopt Resolutions No. 2021-48 and No. 2021-49 and seconded by Vice Mayor Williams. Motion passed by the following vote:

AYES: Day, Hernandez, Hudson, Williams, Wilson

NOES: None

GENERAL BUSINESS

Joint City Council / Suisun City Council Acting as Successor Agency/Housing Authority

9. Council Consideration of Resolution 2021-50: Amended Elected Official Compensation and Benefits - (Folsom: gfolson@suisun.com).

Mr. Folsom gave a brief review of the recommendations.

Anita Skinner asked for clarification as to the start date for the elimination of Mileage and the cut of “in-lieu” medical payments.

George Guynn spoke against any budget cuts for the City Clerk and Treasurer.

Donna LeBlanc spoke in favor of the budget cuts.

Council Member Day asked for a consensus to keep the salaries the same but make all the other cuts. There was no consensus.

Council Member Hudson asked for consensus to keep everything the same during the current term. There was no consensus.

Council Member Hernandez asked for consensus to have salary at 75% for Clerk and 50% for Treasure, Vehicle Allowance effective July 1st, medical benefits as proposed. There was no consensus.

Motion by Vice Mayor Williams to adopt Resolution No. 2021-50 and seconded by Mayor Wilson. Motion passed by the following vote:

AYES: Hernandez, Williams, Wilson

NOES: Day, Hudson

Mayor Wilson briefly explained the newly added Item #11 and how a Council Member could request to have the item placed on a future agenda for discussion.

REPORTS: (Informational items only.)

10. Council Updates
a. Council/Boardmembers

Council Member Day commented on an excessive amount of semi-trucks parking in the vacant dirt lot behind the Post Office.

Council Member Hudson commented on the EPIC Committee and what happens to the committee after June 15th; weight limit on Railroad Avenue and the number of 18-wheelers parked there; concerns over weed abatement particularly McCoy Creek area and the west side of Old Town.

Mr. Folsom stated that permits for the canal areas have been received and work is starting in those areas. Also, City owned properties have been abated as well as most of the privately owned properties.

Council Member Hernandez had an opportunity to meet with Public Works teams and wanted to express gratitude for the work they do.

Vice-Mayor Williams thanked all the volunteers for the “Food is Free” event held at the Nelson Center and over 1000 boxes of food had been distributed. Thanked Kris Lofthus, Recreation Staff, Council Member Hernandez and First Christian Church for their help and support. The Adopt a Neighborhood program replaced or replanted the planter boxes along Snow, Emperor and Woodlark Drives. Thanked the volunteers and encouraged neighborhoods to sign up for the program to continue to make Suisun a beautiful place to live.

Mayor Wilson thanked CC and Regina Yin for hosting the API Heritage Celebration called United Against Hate at the Yin Ranch. Attended her last Harvard Bloomberg class for Mayors. These are grant funded classes for staff. Chief Roth and Finance Director Deol have also attended classes. The Leven held their Kid’s Picnic and have sent a letter to Council with what changes and updates they would like to see addressed at Day Park.

11. Non-Discussion Items – **These written reports are submitted as part of the packet.**

- a. Economic Pandemic Impact Community Advisory Committee – (Wilson: lwilson@suisun.com).
- b. Solano North County Navigation Center Sub-Committee – (Hernandez/Hudson: ahernandez@suisun.com / mhudson@suisun.com).

ADJOURNMENT

There being no further business the meeting was adjourned at 9:19pm.

Anita Skinner, City Clerk



CITY COUNCIL
Lori Wilson, Mayor
Wanda Williams, Mayor Pro-Tem
Jane Day
Alma Hernandez
Michael J. Hudson

CITY COUNCIL MEETING

First and Third Tuesday
Every Month

MINUTES

REGULAR MEETING OF THE SUISUN CITY COUNCIL

TUESDAY, JUNE 8, 2021

6:15 P.M.

SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

NOTICE

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ZOOM MEETING INFORMATION:

WEBSITE: <https://zoom.us/join>

MEETING ID: 941 7810 3967

CALL IN PHONE NUMBER: (707) 438-1720

*TO VIEW TONIGHT'S MEETING ON SUISUN WEBSITE, LIVESTREAM
(URL: <https://www.suisun.com/government/meeting-video/>)*

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VIA WEBSITE OR PHONE APPLICATION, ZOOM*

*(If attending the meeting via phone press *9 to raise your hand and *6 to unmute/mute for public comment.)*

ROLL CALL

Mayor Wilson called the meeting to order at 6:20pm with the following Council Members present:

PRESENT: Hernandez, Williams, Wilson

ABSENT: Day, Hudson

CONFLICT OF INTEREST NOTIFICATION NONE

(Any items on this agenda that might be a conflict of interest to any Councilmembers/Boardmembers should be identified at this time.)

DEPARTMENTS: AREA CODE (707)

ADMINISTRATION 421-7300 ■ PLANNING 421-7335 ■ BUILDING 421-7310 ■ FINANCE 421-7320
FIRE 425-9133 ■ RECREATION & COMMUNITY SERVICES 421-7200 ■ POLICE 421-7373 ■ PUBLIC WORKS 421-7340
SUCCESSOR AGENCY 421-7309 FAX 421-7366

PUBLIC COMMENT NONE

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Entered into Closed Session at 6:22pm.**CLOSED SESSION**

Pursuant to California Government Code Section 54950 the Suisun City Council will hold a Closed Session for the purpose of:

1. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency negotiator: City Manager

Employee organizations:

Unrepresented Employees;

SCEA (Suisun City Employees' Association);

SCMPEA (Suisun City Management and Professional Employees' Association);

SCPOA (Suisun City Police Officers Association).

CONVENE OPEN SESSION

Closed session to continue following the regular meeting of the Council.

ADJOURNMENT

There being no further business the meeting was adjourned at 12:43 am.

Anita Skinner, City Clerk

CITY COUNCIL
Lori Wilson, Mayor
Wanda Williams, Mayor Pro-Tem
Jane Day
Alma Hernandez
Michael J. Hudson



CITY COUNCIL MEETING

First and Third Tuesday
Every Month

MINUTES

SPECIAL MEETING OF THE SUISUN CITY COUNCIL, SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY, AND HOUSING AUTHORITY TUESDAY, JUNE 8, 2021

7:30 P.M.

(or immediately following the Planning Commission Meeting)

SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

NOTICE

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ZOOM MEETING INFORMATION:

WEBSITE: <https://zoom.us/join>

MEETING ID: 981 1002 0049

CALL IN PHONE NUMBER: (707) 438-1720

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(Next Ord. No. – 784)

(Next City Council Res. No. 2021 – 51)

Next Suisun City Council Acting as Successor Agency Res. No. SA2021 - 01)

(Next Housing Authority Res. No. HA2021 – 01)

DEPARTMENTS: AREA CODE (707)

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FIRE 425-9133 ■ RECREATION & COMMUNITY SERVICES 421-7200 ■ POLICE 421-7373 ■ PUBLIC WORKS 421-7340

SUCCESSOR AGENCY 421-7309 FAX 421-7366

ROLL CALL

Mayor Wilson announced that Council was out of Closed Session but would continue following the end of the regular meeting and does not expect any announcements.

Mayor Wilson called the meeting to order at 7:40 pm with the following Council Members present:

PRESENT: Hernandez, Hudson, Williams, Wilson

ABSENT: Day

Pledge of Allegiance was led by Council Member Hernandez.

Invocation was given by City Manager Greg Folsom.

CONFLICT OF INTEREST NOTIFICATION NONE NONE

(Any items on this agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)

REPORTS: (Informational items only.)**1. City Manager/Executive Director/Staff**

Mr. Folsom commented that the County was now in the Orange Tier and one week away from the Governor opening up the State. The EPIC committee met and discussed planned projects and possible use of the ARPA funds. The new estimate for ARPA funds is almost \$7.1m.

a. Suisun Disposition Study

Mr. Folsom gave a brief report on the study and how it will reflect on future dredging for the City. Council Members requested that the study be shared with them.

Steve Olry asked for clarification on the Army Corps of Engineers and if there are two separate dredging projects. Mr. Folsom explained that per the area shown on the map the Corps should have been doing the dredging and have not done so since 1990-91.

Donna Le Blanc asked what the ARPA monies could be used for. Mayor Wilson explained that it would be guided by the final rules attached to the funds and the Council would then allocate to specific funds based on those rules.

PUBLIC COMMENTS



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George Guynn commented on the State opening up on June 15th and concerned masks will still be required. Need to build a better society.

Jean ? commented that going into less restrictive guidelines and representing Empower Solano that as a community need to make sure people are vaccinated.

Donna LeBlanc commented that the Montebello Park playground fence has been knocked down and need to make sure it gets put back up. Adopt a neighborhood is looking for projects or a neighborhood. Suisun PD senior alert, Mr. Taylor has been located and reunited with his family.

GENERAL BUSINESS**Joint City Council / Suisun City Council Acting as Successor Agency/Housing Authority**

2. Fiscal Year 2021-22 Draft Budget Workshop #2 – (Deol: Ideol@suisun.com).  

Ms. Deol presented the staff report reviewing the May 18th Workshop, consensus items and two items that do not currently impact the General Fund.

Greg Renucci and Jacob Helton spoke in favor of additional staffing for the Fire Department.

Amanda Prusak, Matthew Swoyer, Jennelle Edwards, Tiffany Conama, Jeremy Snyder, Scott Heine spoke in favor of additional staffing for the Police Department.

Steve Olry commented haven't heard solutions, need revenue to move forward.

Ruth Forney supports the Fire and Police Department and whatever we need to do to help our community move forward. Proposal for senior center have you looked into working with the Kroc Center.

George Guynn concentrate more on revenue and attract more businesses.

Clerk read email from Durelle Kurlinski, Property Manager for a 94 unit complex and concerned about safety due to lack of sufficient Police Officers. Homeless problems have grown, additional monies need to be put into hiring new officers and the retention of those we already have. Asking Council to make the Police Department a priority in the upcoming budget.

Clerk read email from Richard White on behalf of the Napa/Solano Area Agency on Aging Advisory Council in strong support for Suisun to continue providing needed services to the 5,000 older adults residing within the city.

Donna LeBlanc commented on additional staffing for Police and Fire Departments.

After a lengthy Council discussion there was consensus for Fire Department staffing of Option 3 for Lieutenant job class with cuts from every department to cover cost; and consensus to hire a part-time position to handle Senior Services.

REPORTS: (Informational items only.) Council Members agreed to defer reports.

3. Council Updates
 - a. Council/Boardmembers
 - b. Mayor
4. Non-Discussion Items

ADJOURNMENT

There being no further business the meeting was adjourned to a closed session with no planned announcements at 11:18pm.

Anita Skinner, City Clerk

The Closed Session ended at 12:43 AM.

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CITY COUNCIL
Lori Wilson, Mayor
Wanda Williams, Mayor Pro-Tem
Jane Day
Alma Hernandez
Michael J. Hudson

CITY COUNCIL MEETING

First and Third Tuesday
Every Month

MINUTES

SPECIAL MEETING OF THE SUISUN CITY COUNCIL

TUESDAY, JUNE 22, 2021

5:30 P.M.

SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

NOTICE

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ZOOM MEETING INFORMATION:

WEBSITE: <https://zoom.us/join>

MEETING ID: 930 0899 4274

CALL IN PHONE NUMBER: (707) 438-1720

TO VIEW TONIGHT'S MEETING ON SUISUN WEBSITE, LIVESTREAM

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VIA WEBSITE OR PHONE APPLICATION, ZOOM

*(If attending the meeting via phone press *9 to raise your hand and *6 to unmute/mute for public comment.)*

ROLL CALL

Mayor Wilson called the meeting to order at 5:31pm with the following Council Members present:

PRESENT: Hernandez, Hudson, Williams, Wilson

ABSENT: Day

CONFLICT OF INTEREST NOTIFICATION NONE

(Any items on this agenda that might be a conflict of interest to any Councilmembers/Boardmembers should be identified at this time.)

PUBLIC COMMENT NONE

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CLOSED SESSION

Pursuant to California Government Code Section 54950 the Suisun City Council will hold a Closed Session for the purpose of:

1. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency negotiator: City Manager

Employee organizations:

Unrepresented Employees;

SCEA (Suisun City Employees' Association);

SCMPEA (Suisun City Management and Professional Employees' Association);

SCPOA (Suisun City Police Officers Association).

2. Conference with Legal Counsel – Initiation of litigation. Based on existing facts and circumstances, the City Council has decided to initiate or is deciding whether to initiate litigation.

Pursuant to Government Code Section 54956.9(d)(4)

3. Conference with Legal Counsel - Significant Exposure to Litigation (1 potential case). A point has been reached where, in the opinion of the City Council on the advice of its legal counsel, there is a significant exposure to litigation against the local agency, based on facts and circumstances which the City believes are not yet known to a potential plaintiff or plaintiffs, which facts and circumstances need not be disclosed. 54956.9(d)(2) and (e)(4).

Name of case: Louisa Pickering and Michael Pickering (Plaintiffs) v. City of Suisun City (Defendants), et al - Case # FCS055707

Entered into Closed Session at 5:35pm.

CONVENE OPEN SESSION

There were no announcements following Closed Session.

ADJOURNMENT

There being no further business the meeting was adjourned at 7:02pm.

Anita Skinner, City Clerk

CITY COUNCIL
Lori Wilson, Mayor
Wanda Williams, Mayor Pro-Tem
Jane Day
Alma Hernandez
Michael J. Hudson



CITY COUNCIL MEETING

First and Third Tuesday
Every Month

MINUTES

**REGULAR MEETING OF THE
SUISUN CITY COUNCIL
SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,
AND HOUSING AUTHORITY
TUESDAY, JUNE 22, 2021
6:30 P.M.**

SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

NOTICE

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ZOOM MEETING INFORMATION:

WEBSITE: <https://zoom.us/join>

MEETING ID: 844 6896 8454

CALL IN PHONE NUMBER: (707) 438-1720

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(Next Ord. No. – 784)

(Next City Council Res. No. 2021 – 51)

Next Suisun City Council Acting as Successor Agency Res. No. SA2021 - 01)

(Next Housing Authority Res. No. HA2021 – 01)

DEPARTMENTS: AREA CODE (707)

ADMINISTRATION 421-7300 ■ PLANNING 421-7335 ■ BUILDING 421-7310 ■ FINANCE 421-7320

FIRE 425-9133 ■ RECREATION & COMMUNITY SERVICES 421-7200 ■ POLICE 421-7373 ■ PUBLIC WORKS 421-7340

SUCCESSOR AGENCY 421-7309 FAX 421-7366

ROLL CALL

Mayor Wilson called the meeting to order at 7:10 pm with the following Council Members present:

PRESENT: Hernandez, Hudson, Williams, Wilson

ABSENT: DAY **Council Member Day joined the meeting at 7:13 pm.**

Pledge of Allegiance was led by Vice Mayor Williams.

Invocation was given by City Manager, Greg Folsom.

CONFLICT OF INTEREST NOTIFICATION

(Any items on this agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)

Council Member Hernandez reported a conflict of interest with Item #10

REPORTS: (Informational items only)

1. City Manager/Executive Director/Staff

Mr. Folsom reported new mask policy based on Cal Osha and Governor's report stating that visitors to City Hall who are fully vaccinated will no longer be required to wear a mask. There will be a separate policy for employees.

A new monthly survey regarding Art in Public Places is on the City website and encourages everyone to take the survey.

PRESENTATION/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

City Council

2. Mayoral Appointments – (Wilson: lwilson@suisun.com).

a. Appointment of Suisun City Mayor Pro Tem

Mayor Wilson appointed Council Member Hernandez as Vice Mayor effective July 1st. She thanked current Council Member Williams for her service as Vice Mayor.

Motion by Mayor Wilson to approve the Vice Mayor appointment and seconded by Vice Mayor Williams. Motion was unanimously approved by the following vote:

AYES: Day, Hernandez, Hudson, Williams, Wilson

NOES: None

b. Council Ad hoc Appointments

- 30 Acre Parcel Hwy 12 and Marina Mixed Use – Council Members Williams, Hernandez
- FY 2020-21 Budget – Council Members Wilson, Williams
- Republic Services Contract Review – Council Members Hernandez, Williams
- City Manager Evaluation 2020 – Council Members Wilson and Williams

- North County Regional Homelessness Working Group – Council Members Hernandez, Hudson
- Public Safety – Council Members Wilson, Hudson
- Homeless Housing Project – Council Members Hernandez, Williams

The following Ad Hoc Committees are inactive and/or work has been completed:

- Arts Park Proposal
- Main Street West DDA
- FY 2019-20 Budget
- Cannabis
- Lawler Ranch Mixed Use
- RPMA Commission Application Review

c. Community Advisory Committee Appointments

- Lighting and Landscaping District for Montebello – Brian Ferrero
- Lighting and Landscaping District for Heritage Park – Monique Turner-Brown
- Environmental & Climate Community Advisory Committee – Anthony Adams

Motion made by Mayor Wilson to approve the newly named Committee members and seconded by Vice Mayor Williams.

AYES: Day, Hernandez, Williams, Wilson

NOES: None

ABSENT: Hudson (Council Member briefly stepped away from the dais at 7:27pm)

3. Proclamations Presented - (Wilson: lwilson@suisun.com).

- a. Presentation of Proclamation to Representative from Solano Pride Center Proclaiming June 2021 as “Lesbian, Gay, Bisexual, Transgender and Queer Pride Month.”

Mayor Wilson read proclamation. Jonathan Cook was present via ZOOM to accept the proclamation.

Mr. Cook thanked the City.

4. Proclamations Not Presented - (Wilson: lwilson@suisun.com)..

- a. Proclamation Proclaiming June 19th as “Juneteenth National Independence Day” as a recognized holiday in the City of Suisun City.

Mayor Wilson did a proclamation giving staff 8 hours holiday and a small ceremony was held on the steps of City Hall. There was a consensus for a resolution to make Juneteenth a regular holiday for City employees.

CONSENT CALENDAR

Consent calendar items requiring little or no discussion may be acted upon with one motion.

Council Member Day pulled Item #7.**City Council**

5. Council Adoption of Resolution No. 2021-51: Acknowledging Receipt of a Report Made by the Fire Marshal of the Suisun City Fire Department Regarding the State Mandated Inspections of Specific Occupancies Pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code – (Vincent: jvincent@suisun.com).

Megan Smith objects to burden being placed on small businesses.

Council Member Hernandez pulled Item #5

6. Council Adoption of Ordinance No.783: Adding Chapter 12.03 of the Suisun City Municipal Code Establishing a 5-Year Street Cut Moratorium in the City of Suisun City (Introduced and Reading Waived on June 1, 2021) - (Lofthus: klofthus@suisun.com).
7. Council Adoption of Resolution No. 2021-52: Expressing Support for Actions to Further Strengthen Local Democracy, Authority, and Control as Related to Local Zoning and Housing Issues – (Folsom: gfolson@suisun.com).

Joint City Council / Suisun City Council Acting as Successor Agency/Housing Authority

8. Council/Agency/Authority Accept the Investment Report for the Quarter Ending March 31, 2021 – (Deol: ideol@suisun.com).

Vice Mayor Williams had a clarifying question.

Joint City Council / Suisun City Council Acting as Successor Agency

9. Council/Agency Approval of May 2021 Payroll Warrants in the Amount of \$431,872.23, and Council/Agency Approval of the May 2021 Accounts Payable Warrants in the Amount of \$927,334.38 – (Finance).

ITEMS 6, 8 & 9

Motion by Vice Mayor Williams to approve Consent Calendar Items 6, 8 & 9 and seconded by Council Member Hudson. Motion passed unanimously by the following vote:

AYES: Day, Hernandez, Hudson, Williams, Wilson

NOES: None

ITEM 5

Motion by Vice Mayor Williams to approve Consent Calendar Item #5 and seconded by Council Member Hernandez. Motion passed by the following vote:

AYES: Hernandez, Williams, Wilson

NOES: Day, Hudson

Item #7

Mr. Folsom gave a brief explanation of SB9 and the League of California Cities opposition and requesting cities support.

George Guynn commented more housing would be more problems for the city and also feels extra consideration for Council Member Day be given due to her disability and isolation.

Donna LeBlanc asked for clarification of her interpretation of SB9.

Motion by Council Member Hudson to approve Consent Calendar Item #7 and seconded by Vice Mayor Williams. Motion passed unanimously by the following vote:

AYES: Day, Hernandez, Hudson, Williams, Wilson

NOES: None

PUBLIC COMMENTS

(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the public comment period, although informational answers to questions may be given and matters may be referred for placement on a future agenda.)

Steve Olry commented on gun violence which seems to be escalating.

George Guynn also concerned about gun violence, fireworks have already started, fire season, nice to not to have to wear a mask and hopes it continues.

Ms. McDougall spoke on COVID19 encouraging everyone to get vaccinated.

PUBLIC HEARING**City Council****10. HEARING**

Council Adoption of Resolution No. 2021-53: Placing Liens for Unpaid Waste Collection Service Charges on Certain Lands Situated in the City of Suisun City, County of Solano, State of California – (Deol: ldeol@suisun.com).

Council Member Hernandez left dais due to conflict.

Ms. Lakhwinder gave a brief report.

Mayor Wilson opened the Public Hearing. There being no comments the public hearing was closed.

Motion by Vice Mayor Williams to adopt Resolution No. 2021-53 and seconded by Council Member Day. Motion passed by the following vote:

AYES: Day, Hudson, Williams, Wilson

NOES: None

ABSTAIN: Hernandez

11. Council Introduction and Waive Reading of Ordinance No.____: Adding Chapter 15.80 (Fire Prevention) to Title 15 (Building and Construction) of the Suisun City Municipal Code - (Vincent: jvincent@suisun.com).

Mayor Wilson explained this item will be continued to June 29th as there is a corresponding Ordinance that was not listed and both must be heard at the same time.

Mayor Wilson opened the Public Hearing.

Donna LeBlanc strongly opposes the ordinance which seems just another way to hire another fire person and for them to get the 3 they originally asked for.

Megan Smith objects to burden being placed on small businesses. Ms. Smith spoke during Public Comment and Mayor Wilson asked that her comment be added here as it pertained more to this item.

Motion by Council Member Hernandez to continue Item #11 to June 29th and seconded by Vice Mayor Williams. Motion passed by the following vote:

Ayes: Hernandez, Hudson, Williams, Wilson

NOES: Day

12. Council Introduction and Waive Reading of Ordinance No.____: Adding Chapter 9.29 (Emergency Medical Service (EMS) First Responder Fee) to Title 9 (Public Peace, Morals and Welfare) of the Suisun City Municipal Code - (Vincent: jvincent@suisun.com).

Mayor Wilson explained this item will be continued to June 29th.

Mayor Wilson opened the Public Hearing.

Steve Olry, Pam Pracht, George Guynn, Barbara Pisching, Tom Alder and Donna LeBlanc all spoke in opposition to this proposed Ordinance.

Council Member Hudson moved to continue Item #12 to June 29th and seconded by Council Member Hernandez. Motion passed unanimously by the following vote:

AYES: Day, Hernandez, Hudson, Williams, Wilson

NOES: None

Joint City Council / Suisun City Council Acting as Successor Agency/Housing Authority

13. PUBLIC HEARING (CONTINUED TO JUNE 29, 2021)

Adoption of the Fiscal Year 2021-22 Annual Budget - (Deol: ldol@suisun.com).

- a. Council Adoption of Resolution No. 2021-__: Adopting the Annual Budget for Fiscal Year 2021-22; and
- b. Agency Adoption of Resolution No. SA 2021-__: Adopting the Annual Budget for Fiscal Year 2021-22; and
- c. Authority Adoption of Resolution No. HA 2021-__: Adopting the Annual Budget for Fiscal Year 2021-22; and
- d. Council Adoption of Resolution No. 2021-__: Adopting the Appropriations Limit for Fiscal Year 2021-22.

- e. Council Adoption of Resolution No. 2021-__: Approving an Annual Update of the Master Fee Schedule.

Mayor Wilson opened the Public Hearing and hearing no comments continued the item to June 29th.

GENERAL BUSINESS:

Joint City Council / Suisun City Council Acting as Successor Agency/Housing Authority

14. Fiscal Year 2021-22 Draft Budget Workshop #3 – (Deol: Ideol@suisun.com).

Ms. Lakhwinder presented the power point which was provided in the packet.

George Guynn commented there still seems to be issues to clear up before voting on this item.

Steve Olry stated he would like to see someone be promoted rather than hire out.

Donna LeBlanc commented there is a difference of what was being asked on June 8 vs what is being asked tonight.

Council consensus for a part-time staffing person for Senior Center, Option #2 for Fire Dept. and Lighting and Landscaping Districts to be “in-house”.

Mayor Wilson moved to continue the meeting past 10pm and seconded by Council Member Hudson. Motion passed unanimously by the following vote:

AYES: Day, Hernandez, Hudson, Williams, Wilson

NOES: None

City Council

15. Council Consideration of Resolution No. 2021-54: Authorizing the First Amendment to the 2019 Three-Year City Manager Employment Agreement Between the City of Suisun City and Gregory Folsom – (City Attorney).

Mayor Wilson read First Amendments to the Agreement presented in the staff report.

George Guynn commented that no doubt City Manager deserves what he gets but questioned where the money is coming from is still a big question. The City needs to look at additional revenues.

Council Member Hudson moved to adopt Resolution No. 2021-54 and seconded by Vice Mayor Williams. Motion passed unanimously by the following vote:

AYES: Day, Hernandez, Hudson, Williams, Wilson

NOES: None

REPORTS: (Informational items only)

16. Council Updates

a. Council/Boardmembers

Council Member Day commented that the meeting started a half hour late need to start earlier.

Council Member Hudson commented that the signs for illegal fireworks warnings are up at the entrances into the City; has spoken with residents who voiced gun fire concerns are out of control.

Council Member Hernandez commented the Community Resource Fair will be held on Saturday, June 26 which will have a pop-up Vaccine Clinic and Emergency Rental Assistance Program for those with outstanding rental debt from April, 2020 through March, 2021.

Vice Mayor Williams commented that Sustainable Solano is have flood walks to learn about sea level rising and its impact on the City in the future; celebrated a birthday and graduated from UC Davis.

b. Mayor

Mayor Wilson stated there will be a community clean up on June 26th; also commented on the increase in crime in our community and asked residents to check their cameras and report if they see something.

17. Non-Discussion Items

- a. FAST Subcommittee (Wilson: lwilson@suisun.com).
- b. Solano Transportation Authority Board Representative (Wilson lwilson@suisun.com).

ADJOURNMENT

There being no furthers business the meeting was adjourned at 10:37 pm.

Anita Skinner, City Clerk

AGENDA TRANSMITTAL

MEETING DATE: August 17, 2021

CITY AGENDA ITEM: PUBLIC HEARING: Council Introduce and Waive Reading of Ordinance No. ____: Adding Chapter 13.14 Public Art to Title 13, Public Services to the Suisun City Municipal Code.

FISCAL IMPACT: The adoption of a Percent for the Arts Program will generate revenue to fund public art in Suisun City. These revenues are dedicated funds that can only be used to enhance public art within the City.

STRATEGIC PLAN IMPACT: Develop Sustainable Economy; Revitalize Historic Downtown

BACKGROUND: At the March 19, 2019 City Council meeting, the City Council held a public hearing on an amendment to section 2.16 of the Suisun City Code to update the Parks and Recreation Commission to add three more members and change the title of the commission to the Recreation, Parks, Marina, and Arts Commission. This item was approved at the April 2, 2019 meeting of the City Council. This change was adopted due to the desire by the City Council and the community to have an emphasis placed on the arts in Suisun City. During the January 19, 2021 City Council meeting this item was on the agenda as a discussion and direction item. With positive feedback and direction, the item was referred back to the Recreation, Parks, Marina, and Arts Commission (RPMA) for further consideration. On April 21, 2021, RPMA unanimously approved the revised changes presented. A notice of public hearing, including a summary of proposed ordinance, was published as a legal notice in the Daily Republic newspaper.

STAFF REPORT: Public art plays an important role in increasing the understanding and enjoyment of art by the community. Art is more accessible and visible to people when displayed in public areas. A key feature of public artwork is the importance of integrating art into the urban fabric of the city in order to enrich and enhance the physical attractiveness of the city. Public art transforms spaces and makes a valuable contribution to our appreciation of the city and the quality of public places. In addition, public art located in public places reflects the unique environment and cultural identity of the city to visitors and to residents of Suisun City. It often provides a link with our history and can contribute to development of tourism.

The Recreation, Parks, Marina and Arts Commission (RPMA) created a sub-committee consisting of three RPMA Commissioners. The subcommittee showed interest in developing a funding source to support public art in Suisun City. RPMA asked staff to research other cities' policies to determine the possibility of creating a public art fund through development impact fees. Research proved there are over 200 municipalities with developer/construction fees that benefit various forms of public art. It is the desire of RPMA to expand the level of public art in the community to assist in enhancing the aesthetics and to help drive tourism.

From June 10-July 10 of this year Zencity conducted a community survey regarding public art. Those that responded showed an enthusiasm for public art and when questioned about what type of art they would like to see, they responded:

PREPARED BY:

Kris Lofthus, Recreation, Parks, and Marina Director

REVIEWED/APPROVED BY:

Greg Folsom, City Manager

73% wanted functional art; 65% were interested in murals; and 52% were interested in sculptures. Several residents also responded that they had an excitement for public art and wanted a focus on commissioning local artists.

This item was discussed at length through numerous RPMA meetings and was voted on unanimously at the November 4, 2020 meeting and when it was brought back to them with revisions on April 21, 2021, it again was unanimously supported by RPMA to recommend a Percent for the Arts program by adding Chapter 13.14 Public Art to the Suisun City Municipal Code.

RPMA recommends the following:

1. Any new development project in the City is required to include a public art component on the project site in a public place. The cost of the public art must be equal at least to 1.5% (one and one-half percent) of the construction cost. Public art shall be displayed in a manner that will enhance its enjoyment by the public. As an alternative to on-site installation of public art, the developer may:
 - a). Request that the reviewing body with final review authority for the development project consider placement of a developer-funded piece on public property at a location approved by the Recreation, Parks, Marina, and Arts Commission. Public art to be placed on public property is subject to design review and approval by the City Council; or
 - b) Pay an in lieu public art contribution. The in lieu public art contribution shall be paid by the developer at the time of building permit issuance. Projects will be capped at a maximum public art contribution of \$250,000; or
 - c) Install public art on the development project site that has a value lower than the public art contribution amount and make an in-lieu contribution for the balance of the public art contribution.
2. “In lieu public art contribution” means the dollar amount equal to 1.5% (one and on-half percent) of the construction cost. In the case of a mixed-use project, the dollar amount equal to the cost of 1.5% (one and on-half percent) of the square footage of the non-residential component of that development project. For purposes of determining the public art contribution for a mixed-use project, the contribution shall be equal to the dollar amount equal to the cost of 1.5% (one and on-half percent) of the square footage of the nonresidential component of the project. By way of example, the in lieu public art contribution for a 15,000 square foot mixed use project with a 2,000 square foot commercial space component, with a construction cost of \$350/square foot would be \$10,500, calculated as follows: $0.015 \times 350 \times 2000 = 10,500$.
3. “Residential development park enhancement fee” means a fee in the amount of 0.5% (half of one percent) of the total development cost applicable to any development required to install a park. The park enhancement fee shall be applied to elements included in the park design utilizing public art concepts, including but not limited to benches, shade sails, picnic tables, pathways, garbage cans, play structures, bicycle racks, and signage.
4. Maintenance fees would be collected based on a one-time fee of 15% of the cost of producing the art piece, including but not limited to artist, design, and installation costs.

The projected results from the Percent for Arts Policy would be:

- A creative and culturally diverse art culture that participates in arts throughout the community that emphasizes cultural identity and a sense of belonging;
 - Art throughout the City of Suisun City to be more aesthetically pleasing to the community and visiting people;
 - More economic growth brought to downtown Suisun City to benefit the surrounding businesses, and potentially bring in more business, tourists, and tax revenue.
-

RECOMMENDATION: It is recommended that the City Council:

1. Open the Public Hearing; and
 2. Take Public Comment; and
 3. Close the Public Hearing; and
 4. Introduce and Waive Reading of Ordinance No. ____: Adding Chapter 13.14 Public Art to Title 13, Public Services to the Suisun City Municipal Code
-

ATTACHMENTS:

1. Ordinance No. ____: Adding Chapter 13.14 Public Art to Title 13, Public Services to the Suisun City Municipal Code
2. PowerPoint Presentation.

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CITY OF SUISUN CITY, CALIFORNIA, ADDING CHAPTER 13.14 PUBLIC ART TO TITLE 13, PUBLIC SERVICES TO THE SUISUN CITY MUNICIPAL CODE

WHEREAS, the City of Suisun City desires to adopt a Public Art Policy to enrich visual environment, integrate the creative thinking of artists into public construction projects, and provide a means for citizens and visitors to enjoy and experience cultural diversity; and

WHEREAS, the displays of public art on private property shall be approved by the City, and in the event the developer does not wish to City to have design and content approval, they may instead contribute and in-lieu public art fee; and

WHEREAS, the purpose of this chapter is to authorize the establishment of guidelines, procedures, and standards for the integration of public art into new private projects throughout the City of Suisun City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUISUN CITY DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Recitals. The City Council finds that the above recitals are true and correct and are incorporated as though fully set forth herein.

SECTION 2. Ordinance. The Ordinance is hereby adopted by the addition of a new Chapter 13.14 "PUBLIC ART" in Title 13 of the Suisun City Municipal Code to read in its entirety as shown in Exhibit "A" attached hereto and incorporated herein by this reference.

SECTION 3 Severability and Validity. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Suisun City hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that anyone or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 4. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its adoption following second reading.

SECTION 5. Publication. In accordance with Section 36933 of the Government Code of the State of California, whis ordinance shall be posted in three (3) public places within the City prescribed by ordinance within fifteen (15) days after its passage, there being no newspaper of general circulation printed and published within the City.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Suisun City, California, on this ____ day of _____ 2021.

Lori D. Wilson, Mayor

ATTEST:

Anita Skinner
City Clerk

APPROVED AS TO FORM
AND LEGAL CONTENT:

Aleshire & Wynder, LLP

CERTIFICATION

I, Anita Skinner, City Clerk of the City of Suisun City and ex-officio Clerk of the City Council of said City, do hereby certify that the above and foregoing ordinance was introduced at a regular meeting of the said City Council held on _____, 2021 and passed and adopted at a regular meeting of said City Council held on _____, 2021, by the following vote:

AYES: Councilmembers: _____
NOES: Councilmembers: _____
ABSENT: Councilmembers: _____
ABSTAIN: Councilmembers: _____

WITNESS my hand and the seal of said City this ____ day of _____ 2021.

Anita Skinner
City Clerk

Chapter 13.14 Public Art

13.14.010 Purpose.

A. The purpose of this chapter is to authorize the establishment of guidelines, procedures and standards for the integration of public art into new private projects throughout the City of Suisun City. Public art on public projects shall be governed by the City's Public Art Policy.

B. Public art plays an important role in increasing the understanding and enjoyment of art by the community. Art is more accessible and visible to people when displayed in public areas. A key feature of public artwork is the importance of integrating art into the urban fabric of the City in order to enrich and enhance its physical attractiveness. Public art transforms spaces and makes a valuable contribution to our appreciation of the City and the quality of public places. In addition, public art located in public places reflects the unique environment and cultural identity of the City to visitors and to residents of Suisun City. It often provides a link with our history and can contribute to development of tourism.

C. To achieve these goals, public art should be integrated into development projects citywide. For best results, consideration of public art should be integrated into project planning at the earliest possible stage.

13.14.020 Definitions.

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section:

- A. "Addition" means an extension, expansion, or increase in floor area or height of a building or structure.
- B. "Alteration" means any construction or renovation to an existing structure other than repair or addition.
- C. "Artist" means a person who has a reputation among peers as a person of artistic excellence, through a record of exhibitions, public commissions, sale of works, or educational attainment as judged by the reviewing body with final design review authority for the development project.
- D. "Construction cost" means the total cost of any development project covered by this chapter. Calculations shall be based on construction and site improvement costs as declared on all building permit applications. For purposes of calculating the public art fee, construction costs shall include, but not be limited to, all grading, site improvement, building, plumbing, mechanical, and electrical permit applications for the project. "Developer" means the person or entity that is financially and legally responsible for the planning, development and construction of any development project covered by this chapter, who may, or may not, be the owner of the subject property. For the purposes of calculation of the public art contribution for a mixed-use project, the construction cost shall be calculated using the cost of the nonresidential portion of the project only.
- E. "Development project" means a project involving the construction of any new commercial (including office and retail uses), industrial or light industrial, mixed use, the construction of new tenant improvements in any shell building, an addition to an existing building, or the rehabilitation, renovation, remodeling, or improvement of an existing building, and

having a construction cost of \$250,000 or more. To the extent that all or some portion of the new construction include one or more of the six “exclusion items” identified below, those portions of the project shall be excluded from the definition of “Development Project”; thus, those portions of construction shall not be subject to the requirements of this chapter:

1. Repair or reconstruction of structures, which have been damaged by fire, flood, wind, earthquake, or other calamity;
 2. Historic preservation or restoration;
 3. Seismic retrofit or flood protection projects work items;
 4. Fire sprinkler installation;
 5. Any alteration, maintenance or repair of an existing structure, or equipment, that does not result in an addition to the existing structure. Notwithstanding this exclusion, construction of new tenant improvements in any shell building shall be within the definition of “development project”;
 6. Solar (photovoltaic) system installations.
- F. “Director” means the Recreation, Parks, & Marina Director, and shall include his or her designee.
- G. “In lieu public art contribution” means the dollar amount equal to 1.5% (one and on-half percent) of the construction cost. In the case of a mixed-use project, the dollar amount equal to the cost of 1.5% (one and on-half percent) of the square footage of the non-residential component of that development project. For purposes of determining the public art contribution for a mixed-use project, the contribution shall be equal to the dollar amount equal to the cost of 1.5% (one and on-half percent) of the square footage of the nonresidential component of the project. By way of example, the in lieu public art contribution for a 15,000 square foot mixed use project with a 2,000 square foot commercial space component, with a construction cost of \$350/square foot would be \$10,500, calculated as follows: $0.015 \times 350 \times 2000 = 10,500$.
- H. “Installation date” means the actual date on which installation of the public art is completed.
- I. “Maintenance Fee” means a percentage of the Public Art Contribution to be withheld in a designated account to keep artwork in good condition and free of graffiti.
- J. “Public art” means an original work of a permanent nature in any variety of media produced by an artist which may include sculpture, murals, photography, and original works of graphic art, water features, neon, glass, mosaics, or any combination of forms of media, furnishing or fixtures permanently affixed to the building or its grounds, or a combination thereof, and may include architectural features of the building such as decorative handrails, stained glass and other functional features which have been enhanced to be visually appealing. City commissioned public art may also include pieces as identified above which may be moved from time to time as a gallery collection and placed in public buildings such as City Hall, the Joe Nelson Community Center and other publicly accessible facilities.

Public art does not include the following:

1. Art objects that are mass-produced of standard design;
 2. Landscape architecture and landscape gardening except where these elements are designed by the artist and are an integral part of the work of art by the artist;
 6. Works of art, which are not visible to the public;
 8. Logos or corporate identity.
- K. "Public art fund" means a fund established and maintained by the City of Suisun City for the purpose of funding public art and cultural programming consistent with the adopted Public Art Policy.
- L. "Residential development" means any new multi-home or multi-unit housing project.
- M. "Residential development park enhancement fee" means a fee in the amount of 0.5% (half of one percent) of the total development cost applicable to any development required to install a park. The park enhancement fee shall be applied to elements included in the park design utilizing public art concepts, including but not limited to benches, shade sails, picnic tables, pathways, garbage cans, play structures, bicycle racks, and signage.
- N. "Public place" means any exterior area on public or private property, which is clearly visible to the public. If located on private property, the area must be clearly visible from adjacent public property such as a street or other public thoroughfare, sidewalk, or path.
- O. "Remodel." See "Alteration."
- P. "Repair" means the reconstruction or renewal of any part of an existing building for the purpose of its maintenance.

13.14.030 Public art requirement imposed.

- A. Any new development project in the City is required to include a public art component on the project site in a public place. The cost of the public art must be equal at least to 1.5% (one and one-half percent) of the construction cost. Public art shall be displayed in a manner that will enhance its enjoyment by the general public. As an alternative to on-site installation of public art, the developer may:
1. Request that the reviewing body with final review authority for the development project consider placement of a developer-funded piece on public property at a location approved by the Recreation, Parks, Marina, and Arts Commission. Public art to be placed on public property is subject to design review and approval by the City Council; or
 2. Pay an in lieu public art contribution. The in lieu public art contribution shall be paid by the developer at the time of building permit issuance. Projects will be capped at a maximum public art contribution of \$250,000; or
 3. Install public art on the development project site that has a value lower than the public art contribution amount and make an in-lieu contribution for the balance of the public art contribution.
- B. Prior to obtaining a building permit, the developer shall demonstrate compliance with the requirements of this chapter in one of the following ways:

1. Payment of the full amount of the public art contribution; or
 2. Written proof to the Director of a contract to commission or purchase and install the required public art. Such proof shall be accompanied by a performance security, in an amount of 10% (ten percent) of the total public art contribution, which will be refunded following installation. If the public art is not completed within one year of the issuance of the certificate of occupancy, the deposit shall be forfeited and an in lieu public art contribution shall be required.
- C. The developer shall provide the city with proof of installation of the required public art on the development site prior to the issuance of a certificate of occupancy unless the developer has entered into an agreement and submitted a performance security consistent with subsection (B)(2).
- D. Maintenance fees would be collected based on a one-time fee of 15% of the cost of producing the art piece, including but not limited to artist, design, and installation costs.
- E. Title to all public art required by and installed pursuant to this chapter on private property shall be vested in the owner and pass to the successive owners of the development project. Each successive owner shall be responsible for the custody, protection, and maintenance of such works of art. The works of art must be maintained in good condition and free of graffiti for the life of the piece.
- F. If the development project's owner wishes to replace any public art installed pursuant to this chapter, the following requirements shall be met before the art is replaced:
1. The cost of the replacement shall be equal to, or greater than, the initial cost (adjusted for time) of the existing public art to be removed.
 2. The location of the replacement public art shall meet the requirement for public visibility in effect at the time of the replacement.
 3. The replacement public art shall conform, in every respect, to all standards in effect at the time of the replacement.
 4. The replacement public art shall be installed within 180 days of the removal of the existing public art piece, unless the period is extended by the Director.

Adding Chapter 13.14 Public Art to Title 13, Public Services to the Suisun City Municipal Code.

“Percent for the Arts”



1



2

<u>CITY</u>	<u>PERCENTAGE</u>	<u>POPULATION</u>	<u>TYPE OF CONSTRUCTION</u>
Solano County	1.5 % in excess of \$1,000,000	447,643	Government buildings
Napa	1% of costs exceeding \$250,000	78,373	Non-residential
Santa Rosa	1% of costs exceeding \$500,000	177,586	Commercial excluding Industrial
Fairfield	.25% of any construction costs	116,884	Commercial and Industrial
Benicia	Determined by City Council	28,556	All Construction
El Cerrito	1%, max of \$150,000	25,593	Over \$250,000, all non-residential property
Hercules	1% of development costs	25,753	Non-Residential
Lafayette	1.5 % of total costs	26,961	Any construction more than 5,000 SF, in downtown only
Albany	1.75 % construction costs	20,600	New development
Emeryville	1% non-residential, .5\$ residential, 1.5 % Public developers	12,002	Multi-family with 5+ units or Commercial

The following cities do not require any public art to be placed at new sites: Dixon, Rio Vista, American Canyon, Benicia and Vallejo.

Median percentage for the arts program is 1.2% for communities similar to Suisun's population of 29,927, or topographical features.

3

Recreation, Parks, Marina, and Arts Commission Recommendation
<p>1. Any new development project in the City is required to include a public art component on the project site in a public place. The cost of the public art must be equal at least to 1.5% (one and one-half percent) of the construction cost.</p> <p>2. Pay an in lieu public art contribution. The in lieu public art contribution shall be paid by the developer at the time of building permit issuance. Projects will be capped at a maximum public art contribution of \$250,000.</p>

4

Recreation, Parks, Marina, and Arts Commission Recommendation Continued

3. Residential development park enhancement fee in the amount of 0.5% (half of one percent) of the total development cost applicable to any development required to install a park. The fee will be applied to elements included in the park design utilizing public art concepts, including but not limited to benches, shade sails, picnic tables, pathways, garbage cans, play structures, bicycle racks, and signage.
4. Maintenance fees would be collected based on a one-time fee of 15% of the cost of producing the art piece, including but not limited to artist, design, and installation costs.

5

Questions or Comments?

6

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AGENDA TRANSMITTAL

MEETING DATE: August 17, 2021

CITY AGENDA ITEM: Council Adoption of Resolution No. 2021-___: A Resolution of the City Council of the City of Suisun City Approving Transportation Development Act Fund Allocations.

FISCAL IMPACT: The funding relates to State Transportation Development Act (TDA) funds and does not impact the General Fund.

STRATEGIC PLAN IMPACT: Provide Good Governance, Ensure Fiscal Solvency.

BACKGROUND: Please see Agenda item from July 20, 21 for full background (Attachment 2). This staff report will focus on new information since that meeting and two potential options.

STAFF REPORT: As stated in the July 20th staff report, for FY 2021/22, Suisun City has a claim to \$1.7M in TDA funding. Normally, the City of Fairfield claims the majority of Suisun City funds for the joint operation of the Fairfield and Suisun Transit (FAST) bus service, and STA claims the rest for various programs and manages Suisun City's \$50,000 claim for Suisun Amtrak Station maintenance. However, Suisun City has a much larger need for the use of TDA funds now and Council direction has been to move toward implementing a microtransit operation.

At the last meeting, the need for \$80,000 per year for a maintenance worker was discussed, as was a request to retain \$250,000 per year for Capital Improvement Projects (CIP) and an additional \$250,000 annually for the Joint Parking Lot. Since the discussion on the parking lot at the last meeting on July 20th, STA has indicated a willingness to extend the payment to four years rather than the three years discussed last meeting, which will provide greater flexibility in future years.

Since the July 20th meeting, city staff has had additional meetings with STA and FAST staff to discuss options available for funding transit. Originally, there was optimism that microtransit could be implemented by FAST on April 1, 2022. However, FAST has indicated now that July 1, 2022 is the more realistic scenario given lead times for procuring and purchasing new shuttle vehicles and implementation of the needed software infrastructure. Even if new vehicles are not yet available, FAST has started converting its existing paratransit shuttle vehicles for use for both microtransit and paratransit use beginning July 1, 2022.

There has also been more information about the transit funding component of the American Rescue Plan Act of 2021 (ARPA) funds coming through the Metropolitan Transportation Commission (MTC). However, ARPA transit funding can only be provided to a transit operator as it is meant to assist with financial losses transit operators have incurred because of reduced service and ridership due to the COVID-19 pandemic. Suisun City will likely be receiving \$500,000 through two funding tranches during this fiscal year (one in September 2021 and the next in early 2022) that may be used by FAST for transit operations.

PREPARED /APPROVED BY:

Greg Folsom, City Manager

Under Option 1, this ARPA money for transit operations could be allocated to Fairfield through a separate agreement since Fairfield has indicated allocated ARPA money will likely not be received in hand until May 2022. Therefore, the \$500,000 would need to be fronted by Suisun City and repaid by Fairfield once the ARPA money was received. Money to front the ARPA funds could be made available through several accounts on a temporary basis.

Based on the latest information, Council has two primary options for TDA funding allocations that are more thoroughly detailed in Attachments 3 and 4, which includes a breakdown of the funds that would be available given the other required allocations.

Option 1:

Option 1 assumes that DART paratransit service would operate for the entire fiscal year, but that local bus service would only continue through FAST through the end of this calendar year. To fill the transit gap beginning January 1, 2022, the City could choose to implement the Lyft First/Last Mile model. STA has estimated a \$30,000 annual cost to operate this program would be approximately similar to Benicia due to similar populations.

The following highlights potential pros and cons of Option 1:

Pros:

- DART paratransit service would continue uninterrupted for Suisun City ADA-eligible residents until June 30, 2022.
- Until microtransit is implemented, the \$30,000 estimated annual cost to operate a transitional Lyft First/Last Mile program beginning January 1, 2022 is less than continuing to operate FAST local transit service six days a week.
- One-time \$500,000 in ARPA transit funding could be used to assist with the cost of FAST continuing transit service in Suisun City until December 31, 2021.
- Suisun City CIP needs would be fully funded.
- The City could procure and purchase microtransit vehicles with remaining TDA funds and own the vehicles.

Cons:

- FAST Monday-Saturday local, fixed route transit service for Suisun City residents would end on December 31, 2021.
- FAST local reduced taxi program services would cease for Suisun City low-income residents on December 31, 2021.
- FAST had previously fully funded Suisun City resident participation in STA's intercity taxi program, but this would cease on December 31, 2021.
- DART paratransit services would cease for Suisun City effective June 30, 2022, and no regular transportation service would be available for non-ambulatory residents.
- There would be at least a 6-month gap for Suisun City residents prior to microtransit implementation as the First/Last Mile program limits travel to/from a client's home and a transit location such as the Suisun-Fairfield Amtrak Station and Fairfield Transportation Center; connections to local transit would be available at the FTC.

- The City would be responsible for ongoing maintenance and insurance of microtransit vehicles that is currently handled by FAST.

The cost estimate for microtransit is based upon a combination of estimates from STA and from FAST's Comprehensive Operational Analysis (COA) consultant who ran a range of potential costs primarily between \$500,000 per year and \$600,000 per year as likely to be sufficient to operate a microtransit program. Depending on how microtransit is structured, the City may have adequate funding to manage all of this with the existing allocation. ARPA funds cannot be used for capital, so if the City chooses to use FAST as the transit operator, the City's options are preserved if we front the \$500,000 and assign the ARPA funds to Fairfield. This will allow the City to preserve the same amount of TDA funding for capital purposes to purchase microtransit vehicles.

The major upside is that the City should be able to fund the purchase of microtransit vehicles during this fiscal year in full. It should be noted that both FAST and STA have estimated the lead time for the delivery of microtransit vehicles at between 9 months and one year.

The major downside of Option 1 is that bus service will stop at the end of the calendar year and the First/Last Mile program will be the transitional service until microtransit can be implemented. The First/Last Mile program has limitations that do not make for a perfect long-term solution, such as continuing to need an ADA accessible paratransit service, which is currently very costly to operate because it provides door-to-door services for eligible residents.

It should also be noted that STA's \$500,000 estimate to operate microtransit is based on an Uber/Lyft type service and that actual costs may be different. Variables include the amount of subsidy the City will provide per ride and the allowable destinations. The greater the level of service or subsidy, the greater the TDA subsidy needed.

Option 2:

Option 2 is basically a continuation of existing transit, paratransit and reduced local taxi service for one more year, but still allows the City to fund the Maintenance Worker, CIP, and parking lot, primarily due to one-time funding. The overall costs are expected to be much higher than Option 2 because the local bus system is more costly to operate than the First/Last Mile program.

The major upside to this option is that there would be no disruption in service during the year and would allow FAST time to complete the Comprehensive Operational Analysis (COA) that is reviewing the overall FAST operation and providing a ten-year strategy to ensure sustainability. The COA is expected to be completed later this year and to go to the Fairfield City Council in December. The information in the COA will be helpful in providing future direction for FAST overall and specifically for Suisun City as well.

The following highlights potential pros and cons of Option 2:

Pros:

- FAST local fixed route transit service for Suisun City residents would continue uninterrupted until FAST microtransit is implemented in July 2022.

- The City of Fairfield has offered to front its TDA capital funding in FY 2021-22 to procure and purchase three microtransit vehicles for use in the City. The City of Fairfield had already planned to purchase seven new vehicles to ensure sufficient microtransit coverage in Fairfield and Suisun City.
- Suisun City would begin to repay the City of Fairfield over seven years (approximately \$60,000 per year), with TDA funding beginning in FY 2022-23.
- No Suisun City TDA capital funding would be needed to purchase vehicles in FY 2021-22.
- FAST staff has begun converting seven of its paratransit shuttle vehicles for use for both microtransit and paratransit use beginning July 1, 2022. If there is a delay in receipt of new vehicles, FAST staff has also offered Suisun City the ability to initiate microtransit using its converted vehicles.
- Microtransit would begin in the City on July 1, 2022.
- FAST will operate its program with operator MV Transportation drivers to ensure there are drivers who are dedicated and available to provide timely microtransit service.

Cons:

- FAST local service is a more expensive option than the First/Last Mile program.
- If the City would choose to have Fairfield assist with purchase of microtransit vehicles, Suisun City would not own microtransit vehicles for up to seven years (until Fairfield is fully repaid).
- There may be insufficient TDA funding to continue DART ADA service in the City beginning July 1, 2022.
- If the City pursues an Uber/Lyft option, the City will not have control over Uber/Lyft driver availability and schedules. CIP or other service cuts would be needed.

As noted above, if this option is chosen, Fairfield has offered to front the money for the purchase of microtransit vehicles and allow the purchase to be repaid out of future Suisun City TDA funds over seven years. This would require a new operating agreement be negotiated.

The major downside of choosing to continue funding FAST local transit and taxi programs for an additional six months is the continued higher cost of the local bus service which is projected to run at a deficit relative to Suisun City's available TDA funding at the existing service level. The cost can only be covered due to the one-time ARPA funds. Continuing the local bus service with a balanced TDA budget would require a significant reduction in CIP and/or significant service cuts.

In addition, this option likely commits Suisun City to the FAST microtransit system since there would not be sufficient TDA funding available to separately purchase vehicles for microtransit unless the City were to finance the purchase or if there were other state or federal funding programs that become available.

It should be noted that FAST does not plan to utilize an Uber/Lyft microtransit option due to potential difficulties with Uber/Lyft drivers being available and not having the control over driver schedules.

Staff recommends that Council choose a preferred option and approve the Transportation Development Act Fund allocations as shown on either Attachment 3 or Attachment 4.

RECOMMENDATION: Council Adoption of Resolution No. 2021-____: A Resolution of the City Council of the City of Suisun City Approving Transportation Development Act Fund Allocations.

ATTACHMENTS:

1. Resolution No. 2021-____: A Resolution of the City Council of the City of Suisun City Approving Transit Development Act Fund Allocations.
2. July 20, 2021 staff report
3. TDA Fund Allocation Option 1
4. TDA Fund Allocation Option 2
5. Suisun City TDA Contributions to FAST Services
6. FAST FY 2021-22 Local Fixed Route budget
7. FAST FY 2021-22 DART budget
8. Power Point presentation

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RESOLUTION NO. 2021-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
APPROVING TRANSPORTATION DEVELOPMENT ACT FUND ALLOCATIONS**

WHEREAS, every year the city of Suisun City receives an allocation of funding from the State government under the Transportation Development Act (TDA) Local Transportation Fund; and

WHEREAS, most of Suisun City's annual TDA allocation has been claimed by the City of Fairfield for the operation of FAST bus service and paratransit service; and

WHEREAS, Suisun City has a need to fund a Maintenance Worker position out of TDA funds; and

WHEREAS, Suisun City has a need to fund Capital Improvement Projects and maintenance of the Train Depot, Parking lot, and associated grounds out of TDA funds; and

WHEREAS, Suisun City has a need to fund the construction costs of the STA/City Joint Parking Lot with TDA funds; and

WHEREAS, the Council has indicated a desire to move to micro transit and away from a fixed route bus system; and

WHEREAS, there is still a need to at least temporarily fund fixed route bus service operations through FAST; and

WHEREAS, there are funds remaining to at least temporarily fund fixed route bus service operations through FAST after allocating for necessities and microtransit.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Suisun City approves a resolution approving Transit Development Act Fund Allocations as described in the Attachment.

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

AYES:	Council Members:	_____
NOES:	Council Members:	_____
ABSENT:	Council Members:	_____
ABSTAIN:	Council Members:	_____

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

Anita Skinner
City Clerk

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AGENDA TRANSMITTAL

MEETING DATE: July 20, 2021

CITY AGENDA ITEM: Council Adoption of Resolution No. 2021-___: A Resolution of the City Council of the City of Suisun City Approving Transportation Development Act Fund Allocations.

FISCAL IMPACT: The funding relates to State Transportation Development Act (TDA) funds and does not impact the General Fund.

STRATEGIC PLAN IMPACT: Provide Good Governance, Ensure Fiscal Solvency.

BACKGROUND: Fairfield and Suisun City operate a joint transit service (Fairfield and Suisun Transit – FAST) under an expired agreement (Attachment 2). While the general spirit of the agreement has been followed, there are a number of terms that have not been strictly followed.

Every year the city of Suisun City receives an allocation of funding from the State government under the Transportation Development Act Local Transportation Fund. Historically, Suisun City has received \$1.2M to \$1.4M. Due to Covid-19, that number was reduced by 25% last year but is being made up in this year's allocation. Most of Suisun City's TDA allocation, generally around \$1M, has been claimed by the City of Fairfield for the operation of FAST bus service and paratransit service. Funds also are claimed by Solano Transportation Authority (STA) for Solano Express and other costs.

When staff met with FAST staff earlier this year, FAST staff indicated that administrative fees and capital costs had not previously been charged to Suisun City, but that would need to begin this year. The agreement expired in 1994, but service has continued to the present day. The expired agreement does call for Suisun City to pay a proportionate share of administrative and capital costs. However, since this has not been charged previously, doing so would significantly cut into transit service hours given a fixed amount of funding.

Suisun has historically only claimed \$50,000 of that amount for maintenance of the Train Depot, and has used \$30,000 per year to repay a loan to STA for upgrades to the Train Depot. That loan is now fully repaid.

STA had been a tenant in the Train Depot and has funded a city Maintenance Worker for the last two years, but STA vacated the Train Depot during Covid and will be relocating all their employees to their new building when it opens at the end of this year. However, there is still a need to maintain/improve the building, the landing, the plaza, and the parking lot in order to increase ridership at the Depot.

There are two additional issues that are gaining much more momentum recently regarding transit. First, there is general consensus between staff, STA, and consultants for FAST that micro-transit is

PREPARED/APPROVED BY:

Greg Folsom, City Manager

the future for transit in Suisun City. FAST currently operates fixed route, fixed schedule routes in Suisun City. Microtransit is a highly flexible routing and/or highly flexible scheduling of minibuses shared with other passengers that is accessed via an app, similar to Uber or Lyft. Both FAST and STA have put in applications for American Rescue Plan funds to purchase microtransit vehicles for Suisun City.

The other issue is an ongoing discussion by STA to consolidate the many local transit operators into a single, regional operation that could be run more efficiently. During the July 14th STA board meeting, the Board provided near unanimous consensus to begin moving in that direction, which likely means that future financial support for FAST by regional planning entities such as STA or the Metropolitan Transportation Commission will be declining, as Supervisor Jim Spring has been saying for a while.

STAFF REPORT: For FY 2021/22, Suisun City has a claim to \$1.7M in TDA funding. Normally, the City of Fairfield claims the majority of Suisun City funds for the joint operation of the Fairfield and Suisun Transit (FAST) bus service, and STA claims the rest for various programs and manages Suisun City's \$50,000 claim. However, Suisun City has a much larger need for the use of funds now. Attachment 3 shows how TDA funds were allocated in FY 2020-21.

Since STA will no longer be funding the Maintenance Worker, \$80,000 will be needed to fund the position. There are plenty of opportunities to improve the parking lot, the plaza, the depot, and the landing area. Staff is suggesting increasing the amount retained for maintenance/CIP to \$250,000 per year, which would be a total claim of \$330,000. In addition, the Joint Parking Lot with STA will require an additional claim. This expense is discussed in another staff report, but is currently expected to be around \$250,000 in FY 2021-22.

An increase in the claim of TDA from \$50,000 to \$580,000 will result in a significant reduction in the amount of TDA available for the City of Fairfield to claim for FAST, which will undoubtedly result in a significant impact to the current fixed route bus service in Suisun City.

Attachment 3 includes a breakdown of the funds that would be available for FAST to claim if Suisun City claimed \$580,000 as described above and given the other required allocations to Solano Express and to STA for Planning and the Joint Parking Lot. The maximum amount remaining for allocation to Fairfield would be \$710,280 leaving no remaining balance. FAST staff will be available to discuss what this amount could fund.

Staff recommends approving the Transportation Development Act Fund allocations as shown on Attachment 3 with remaining allocation to Fairfield or providing direction for alternate allocations.

RECOMMENDATION: Council Adoption of Resolution No. 2021-____: A Resolution of the City Council of the City of Suisun City Approving Transportation Development Act Fund Allocations.

ATTACHMENTS:

1. Resolution No. 2021-____: A Resolution of the City Council of the City of Suisun City Approving Transit Development Act Fund Allocations.
2. FAST Agreement
3. TDA Fund Allocations

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TDA Fund Allocations - Option 1

	TDA Funds FY 2020-21	TDA Funds FY 2021-22	TDA Funds FY 2022-23	TDA Funds FY 2023-24
Estimated funds	\$ 1,396,892	\$ 1,399,148	\$ 1,399,148	\$ 1,399,148
Carryover	\$ (281,518)	\$ 303,167		
Total Available to Claim	\$ 1,115,374	\$ 1,702,315	\$ 1,399,148	\$ 1,399,148
Solano Express	\$ 119,507	\$ 121,897	\$ 128,000	\$ 134,000
STA Planning	\$ 33,246	\$ 40,138	\$ 40,138	\$ 40,138
SC - Maintenance worker	\$ -	\$ 80,000	\$ 80,000	\$ 80,000
Joint Parking lot	\$ -	\$ 250,000	\$ 250,000	\$ 250,000
STA/SC Subtotal	\$ 152,753	\$ 492,035	\$ 498,138	\$ 504,138
Net to claim	\$ 962,621	\$ 1,210,280	\$ 901,010	\$ 895,010
SC- CIP	\$ 50,000	\$ 250,000	\$ 250,000	\$ 250,000
Remaining for Allocation	\$ 962,621	\$ 960,280	\$ 651,010	\$ 645,010
Micro Transit		\$ -	\$ 500,000	\$ 500,000
DART		\$ 350,000		
1/2 year Local Bus		\$ 480,140		
1/2 year Lyft First/Last Mile		\$ 15,000		
Subtotal		\$ 115,140	\$ 151,010	\$ 145,010
ARPA - Transit		\$ 500,000		

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TDA Fund Allocations - Option 2

	TDA Funds FY 2020-21	TDA Funds FY 2021-22	TDA Funds FY 2022-23	TDA Funds FY 2023-24
Estimated funds	\$ 1,396,892	\$ 1,399,148	\$ 1,399,148	\$ 1,399,148
Carryover	\$ (281,518)	\$ 303,167		
Total Available to Claim	\$ 1,115,374	\$ 1,702,315	\$ 1,399,148	\$ 1,399,148
Solano Express	\$ 119,507	\$ 121,897	\$ 128,000	\$ 134,000
STA Planning	\$ 33,246	\$ 40,138	\$ 40,138	\$ 40,138
SC - Maintenance worker	\$ -	\$ 80,000	\$ 80,000	\$ 80,000
Joint Parking lot	\$ -	\$ 250,000	\$ 250,000	\$ 250,000
STA/SC Subtotal	\$ 152,753	\$ 492,035	\$ 498,138	\$ 504,138
Net to claim	\$ 962,621	\$ 1,210,280	\$ 901,010	\$ 895,010
SC- CIP	\$ 50,000	\$ 250,000	\$ 250,000	\$ 250,000
Remaining for Allocation	\$ 962,621	\$ 960,280	\$ 651,010	\$ 645,010
Micro Transit		\$ -	TBD	TBD
DART		\$ 350,000		
1 year Local Bus		\$ 960,280		
Subtotal		\$ (350,000)	TBD	TBD
ARPA - Transit		\$ 500,000		

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Suisun City Transportation Development Act (TDA) Contribution to FAST Services*

FY 2018-19 - FY 2020-21

FAST Service FY 2018-19	Total Actual Cost	Total Revenue Hours	# of Revenue Hours in Fairfield	# of Revenue Hours in Suisun City	Cost per Revenue Hour	Suisun City Contribution	Suisun City Actual Cost	Difference Suisun City Cost & Contribution
Route 5 (40% FF/60% SC)	\$ 451,216	3,993	1,597	2,396	\$ 113.00	\$ 272,135	\$ 270,748	\$ 1,387
Route 6 (52% FF/48% SC)	\$ 1,228,892	10,880	5,658	5,222	\$ 112.95	\$ 578,286	\$ 589,825	\$ (11,539)
DART (80% FF/20% SC)	\$ 1,239,567	11,676	9,341	2,335	\$ 106.16	\$ 150,074	\$ 247,884	\$ (97,810)
Total:	\$ 2,919,674	26,549	16,596	9,953		\$ 1,000,495	\$ 1,108,457	\$ (107,962)

Fixed Route Service FY 2019-20	Total Actual Cost	Total Revenue Hours	# of Revenue Hours in Fairfield	# of Revenue Hours in Suisun City	Cost per Revenue Hour	Suisun City Contribution	Suisun City Actual Cost	Difference Suisun City Cost & Contribution
Route 5 (22% FF/78% SC)	\$ 392,463	2,951	649	2,301	\$ 133.01	\$ 317,525	\$ 306,056	\$ 11,469
Route 6 (51% FF/49% SC)	\$ 1,125,853	8,455	4,312	4,143	\$ 133.16	\$ 564,490	\$ 551,682	\$ 12,808
DART (77% FF/23% SC)	\$ 1,177,668	8,237	6,342	1,895	\$ 142.97	\$ 213,518	\$ 270,928	\$ (57,410)
Total:	\$ 2,695,984	19,642	11,304	8,339		\$ 1,095,533	\$ 1,128,666	\$ (33,133)

Fixed Route Service FY 2020-21 (July-Dec) Annualized	Total Actual Cost	Total Revenue Hours	# of Revenue Hours in Fairfield	# of Revenue Hours in Suisun City	Cost per Revenue Hour	Suisun City Contribution	Suisun City Actual Cost*	Difference Suisun City Cost & Contribution
Route 5 (40% FF/60% SC)	\$ 611,297	3,895	1,558	2,337	\$ 156.94	\$ 338,677	\$ 366,769	\$ (28,092)
Route 6 (54% FF/46% SC)	\$ 1,095,160	6,974	3,766	3,208	\$ 157.03	\$ 448,944	\$ 503,752	\$ (54,808)
DART (79% FF/21% SC)	\$ 1,010,226	4,017	3,174	844	\$ 251.47	\$ 100,000	\$ 212,241	\$ (112,241)
Total:	\$ 2,716,683	14,887	8,498	6,389		\$ 887,621	\$ 1,082,762	\$ (195,141)

Notes*

1. Actual costs above reflect only operational costs/no administrative costs or ongoing annual set aside costs are reflected to purchase Suisun's capital share of vehicles.
2. The less revenue hours in service the greater the cost per revenue hour. (as shown in FY 2020-21, annualized half year expenses).
3. Beginning in FY 2021-22, any annual overages between Suisun City TDA cost and contribution to FAST services will be repaid to Fairfield from the following year's Suisun City TDA allocation.
4. Suisun City Actual Cost of \$1,082,762 used as base for calculating estimated Suisun City actual costs for FY 2021-22 + 2% for inflation. \$1,082,762 x 2%=\$1,104,417.

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Attachment 6

FAST FY 2021-22 LOCAL FIXED ROUTE BUDGET

451 - MUNICIPAL TRAN-FIXED ROUTE	001 - F/R CONTRACT OPERATIONS	8936 - SUBCONTRACTED SERVICES	\$ 3,396,404
451 - MUNICIPAL TRAN-FIXED ROUTE	001 - F/R CONTRACT OPERATIONS	9002 - INSURANCE PREMIUM	\$ 207,470
451 - MUNICIPAL TRAN-FIXED ROUTE	002 - F/R NON-CONTRACT ADMIN	8101 - SALARIES	\$ 252,271
451 - MUNICIPAL TRAN-FIXED ROUTE	002 - F/R NON-CONTRACT ADMIN	8103 - OVERTIME	\$ 2,124
451 - MUNICIPAL TRAN-FIXED ROUTE	002 - F/R NON-CONTRACT ADMIN	8105 - LEAVE TIME	\$ 36,807
451 - MUNICIPAL TRAN-FIXED ROUTE	002 - F/R NON-CONTRACT ADMIN	8111 - BUDGETED SALARY SAVINGS	\$ (11,116)
451 - MUNICIPAL TRAN-FIXED ROUTE	002 - F/R NON-CONTRACT ADMIN	8209 - SOCIAL SECURITY TAXES	\$ 4,292
451 - MUNICIPAL TRAN-FIXED ROUTE	002 - F/R NON-CONTRACT ADMIN	8210 - DEFERRED COMPENSATION	\$ 17,481
451 - MUNICIPAL TRAN-FIXED ROUTE	002 - F/R NON-CONTRACT ADMIN	8211 - ICMA VANTAGECARE RETIREE HLTH	\$ 1,746
451 - MUNICIPAL TRAN-FIXED ROUTE	002 - F/R NON-CONTRACT ADMIN	8212 - POB ER RATE	\$ 13,298
451 - MUNICIPAL TRAN-FIXED ROUTE	002 - F/R NON-CONTRACT ADMIN	8219 - UNIFORM/EQUIP/BOOT/AUTO	\$ 216
451 - MUNICIPAL TRAN-FIXED ROUTE	002 - F/R NON-CONTRACT ADMIN	8220 - MEDICAL/DENTAL/VISION	\$ 39,451
451 - MUNICIPAL TRAN-FIXED ROUTE	002 - F/R NON-CONTRACT ADMIN	8221 - DENTAL AND VISION	\$ 1,586
451 - MUNICIPAL TRAN-FIXED ROUTE	002 - F/R NON-CONTRACT ADMIN	8231 - BUDGETED BENEFITS SAVINGS	\$ (7,605)
451 - MUNICIPAL TRAN-FIXED ROUTE	002 - F/R NON-CONTRACT ADMIN	8235 - LIFE/DISABILITY INSURANCE	\$ 994
451 - MUNICIPAL TRAN-FIXED ROUTE	002 - F/R NON-CONTRACT ADMIN	8240 - PERS-MISCELLANEOUS-CLASSIC	\$ 18,712
451 - MUNICIPAL TRAN-FIXED ROUTE	002 - F/R NON-CONTRACT ADMIN	8241 - PERS-MISCELLANEOUS-PEPRA	\$ 9,193
451 - MUNICIPAL TRAN-FIXED ROUTE	002 - F/R NON-CONTRACT ADMIN	8242 - PERS-MISCELLANEOUS-UNFUND LIAB	\$ 62,159
451 - MUNICIPAL TRAN-FIXED ROUTE	002 - F/R NON-CONTRACT ADMIN	8301 - OFFICE SUPPLIES	\$ 8,000
451 - MUNICIPAL TRAN-FIXED ROUTE	002 - F/R NON-CONTRACT ADMIN	8302 - POSTAGE-OUTSIDE COURIER	\$ 1,092
451 - MUNICIPAL TRAN-FIXED ROUTE	002 - F/R NON-CONTRACT ADMIN	8314 - UNLEADED GASOLINE	\$ 504
451 - MUNICIPAL TRAN-FIXED ROUTE	002 - F/R NON-CONTRACT ADMIN	8377 - TEMPORARY SERVICES	\$ 11,600
451 - MUNICIPAL TRAN-FIXED ROUTE	002 - F/R NON-CONTRACT ADMIN	8807 - VEHICLE MAINTENANCE	\$ 2,681
451 - MUNICIPAL TRAN-FIXED ROUTE	002 - F/R NON-CONTRACT ADMIN	8810 - TECHNOLOGY	\$ 143,103
451 - MUNICIPAL TRAN-FIXED ROUTE	002 - F/R NON-CONTRACT ADMIN	8811 - INTERNET	\$ 3,642
451 - MUNICIPAL TRAN-FIXED ROUTE	002 - F/R NON-CONTRACT ADMIN	8812 - PHONE	\$ 27,424
451 - MUNICIPAL TRAN-FIXED ROUTE	002 - F/R NON-CONTRACT ADMIN	8814 - WC INSURANCE CHARGES	\$ 10,869
451 - MUNICIPAL TRAN-FIXED ROUTE	002 - F/R NON-CONTRACT ADMIN	8830 - VACATION/SICK LEAVE CHARGES	\$ 17,387
451 - MUNICIPAL TRAN-FIXED ROUTE	002 - F/R NON-CONTRACT ADMIN	8840 - GENERAL SVCS ISF	\$ 255
451 - MUNICIPAL TRAN-FIXED ROUTE	002 - F/R NON-CONTRACT ADMIN	9006 - TRAINING/CONFERENCE EXPENSES	\$ 17,700
451 - MUNICIPAL TRAN-FIXED ROUTE	002 - F/R NON-CONTRACT ADMIN	9007 - TRAVEL/MILEAGE EXPENSES	\$ 7,767
451 - MUNICIPAL TRAN-FIXED ROUTE	002 - F/R NON-CONTRACT ADMIN	9008 - ORGANIZATION DUES	\$ 30,400
451 - MUNICIPAL TRAN-FIXED ROUTE	002 - F/R NON-CONTRACT ADMIN	9009 - PERIODICALS/BOOKS/PUBLICATIONS	\$ 1,326
451 - MUNICIPAL TRAN-FIXED ROUTE	002 - F/R NON-CONTRACT ADMIN	9028 - OTHER EXPENSES	\$ 20,000
451 - MUNICIPAL TRAN-FIXED ROUTE	003 - F/R NON CONTRACT OPERATIONS	8303 - PRINTING AND BINDING-OUTS SVC	\$ 17,400
451 - MUNICIPAL TRAN-FIXED ROUTE	003 - F/R NON CONTRACT OPERATIONS	8312 - DIESEL FUEL	\$ 739,200
451 - MUNICIPAL TRAN-FIXED ROUTE	003 - F/R NON CONTRACT OPERATIONS	8314 - UNLEADED GASOLINE	\$ 12,720
451 - MUNICIPAL TRAN-FIXED ROUTE	003 - F/R NON CONTRACT OPERATIONS	8411 - JANITORIAL	\$ 1,160
451 - MUNICIPAL TRAN-FIXED ROUTE	003 - F/R NON CONTRACT OPERATIONS	8412 - MISCELLANEOUS CLEANING	\$ 2,000
451 - MUNICIPAL TRAN-FIXED ROUTE	003 - F/R NON CONTRACT OPERATIONS	8441 - OTHER CONTRACTUAL SERVICES	\$ 116,600
451 - MUNICIPAL TRAN-FIXED ROUTE	003 - F/R NON CONTRACT OPERATIONS	8475 - BUS STOP MAINTENANCE	\$ 45,936
451 - MUNICIPAL TRAN-FIXED ROUTE	003 - F/R NON CONTRACT OPERATIONS	8707 - TELEPHONE BILLINGS	\$ 5,713
451 - MUNICIPAL TRAN-FIXED ROUTE	003 - F/R NON CONTRACT OPERATIONS	8708 - TELEPHONE-SVC CALLS	\$ 5,143
451 - MUNICIPAL TRAN-FIXED ROUTE	003 - F/R NON CONTRACT OPERATIONS	8808 - RADIO REPLACEMENT	\$ 8,806
451 - MUNICIPAL TRAN-FIXED ROUTE	003 - F/R NON CONTRACT OPERATIONS	8809 - RADIO M&O	\$ 11,628
451 - MUNICIPAL TRAN-FIXED ROUTE	003 - F/R NON CONTRACT OPERATIONS	8911 - OTHER CONSULTING SERVICES	\$ 200,000
451 - MUNICIPAL TRAN-FIXED ROUTE	003 - F/R NON CONTRACT OPERATIONS	9003 - ADVERTISING	\$ 30,000
451 - MUNICIPAL TRAN-FIXED ROUTE	003 - F/R NON CONTRACT OPERATIONS	9005 - RENT EXPENSE-BUILDING	\$ 636
451 - MUNICIPAL TRAN-FIXED ROUTE	003 - F/R NON CONTRACT OPERATIONS	9028 - OTHER EXPENSES	\$ 1,230
451 - MUNICIPAL TRAN-FIXED ROUTE	004 - F/R NON CONTRACT MAINTENANCE	8432 - SUBLET REPAIRS	\$ 160,000
451 - MUNICIPAL TRAN-FIXED ROUTE	004 - F/R NON CONTRACT MAINTENANCE	8807 - VEHICLE MAINTENANCE	\$ 1,442,000
451 - MUNICIPAL TRAN-FIXED ROUTE	000 - FUND LEVEL ACTIVITY	8836 - COST ALLOCATION	\$ 224,703
			TOTAL \$ 7,374,106
			BUDGETED LOCAL FAREBOX RECOVERY \$ (750,000)
			EXPENSES GRAND TOTAL \$ 6,624,106

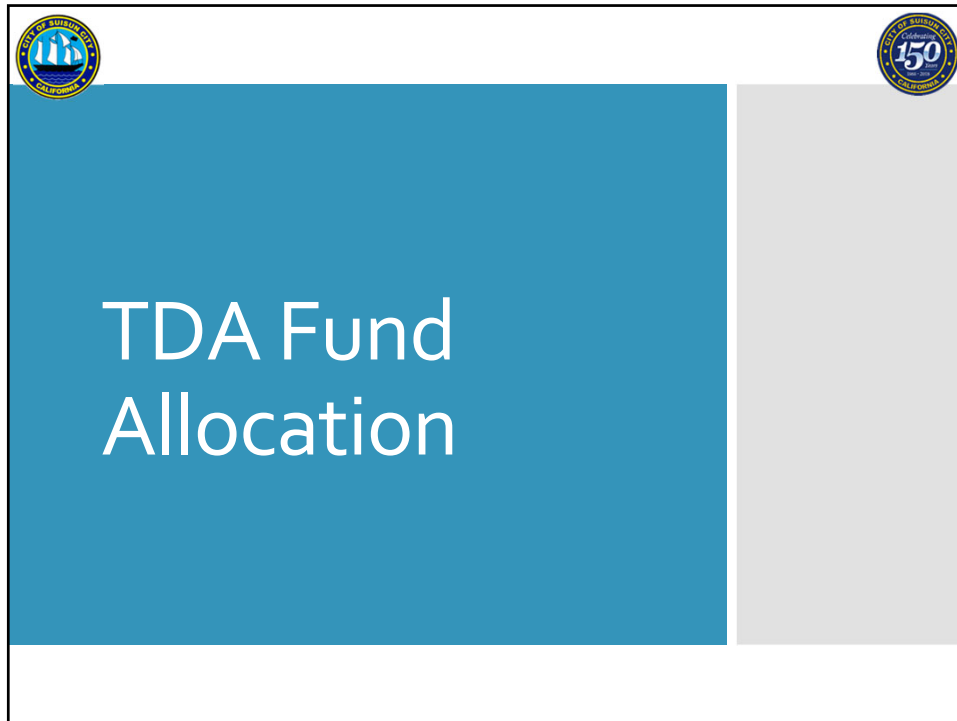
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Attachment 7

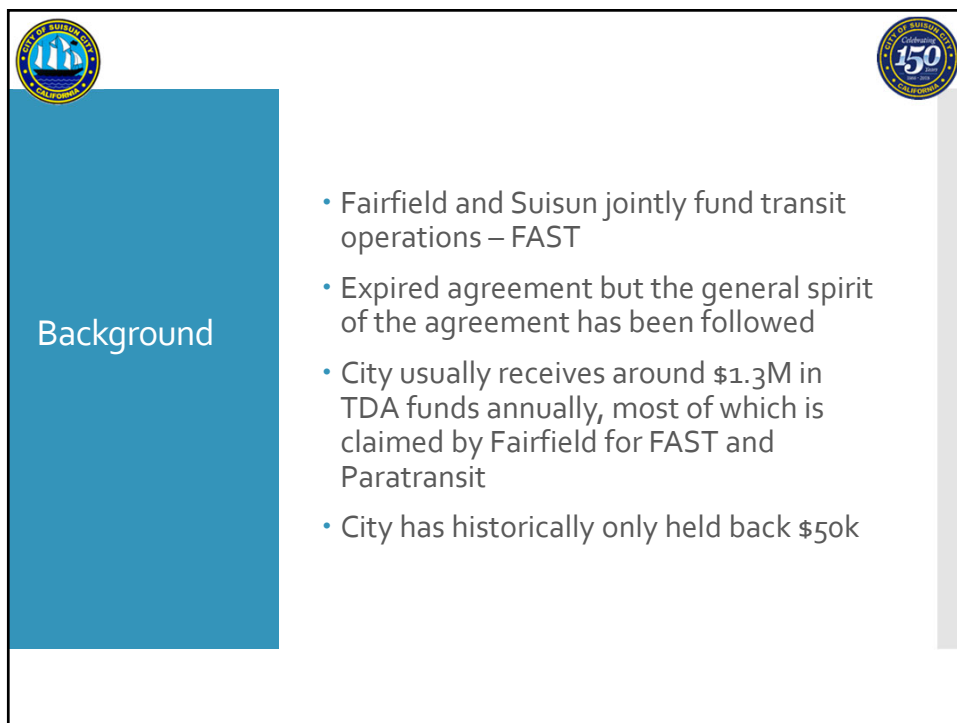
FAST DART & LOCAL TAXI BUDGET - FY 2021-22

452 - MUNICIPAL TRANS-E&H	001 - E&H CONTRACT OPERATIONS	8936 - SUBCONTRACTED SERVICES	\$	397,583
452 - MUNICIPAL TRANS-E&H	001 - E&H CONTRACT OPERATIONS	9002 - INSURANCE PREMIUM	\$	150,237
452 - MUNICIPAL TRANS-E&H	002 - E&H NON CONTRACT ADMIN	8101 - SALARIES	\$	105,146
452 - MUNICIPAL TRANS-E&H	002 - E&H NON CONTRACT ADMIN	8105 - LEAVE TIME	\$	15,606
452 - MUNICIPAL TRANS-E&H	002 - E&H NON CONTRACT ADMIN	8111 - BUDGETED SALARY SAVINGS	\$	(4,830)
452 - MUNICIPAL TRANS-E&H	002 - E&H NON CONTRACT ADMIN	8209 - SOCIAL SECURITY TAXES	\$	1,778
452 - MUNICIPAL TRANS-E&H	002 - E&H NON CONTRACT ADMIN	8210 - DEFERRED COMPENSATION	\$	5,559
452 - MUNICIPAL TRANS-E&H	002 - E&H NON CONTRACT ADMIN	8211 - ICMA VANTAGECARE RETIREE HLTH	\$	816
452 - MUNICIPAL TRANS-E&H	002 - E&H NON CONTRACT ADMIN	8212 - POB ER RATE	\$	5,555
452 - MUNICIPAL TRANS-E&H	002 - E&H NON CONTRACT ADMIN	8220 - MEDICAL/DENTAL/VISION	\$	26,063
452 - MUNICIPAL TRANS-E&H	002 - E&H NON CONTRACT ADMIN	8221 - DENTAL AND VISION	\$	1,512
452 - MUNICIPAL TRANS-E&H	002 - E&H NON CONTRACT ADMIN	8231 - BUDGETED BENEFITS SAVINGS	\$	(3,692)
452 - MUNICIPAL TRANS-E&H	002 - E&H NON CONTRACT ADMIN	8235 - LIFE/DISABILITY INSURANCE	\$	399
452 - MUNICIPAL TRANS-E&H	002 - E&H NON CONTRACT ADMIN	8240 - PERS-MISCELLANEOUS-CLASSIC	\$	5,576
452 - MUNICIPAL TRANS-E&H	002 - E&H NON CONTRACT ADMIN	8241 - PERS-MISCELLANEOUS-PEPRA	\$	6,707
452 - MUNICIPAL TRANS-E&H	002 - E&H NON CONTRACT ADMIN	8242 - PERS-MISCELLANEOUS-UNFUND LIAB	\$	25,965
452 - MUNICIPAL TRANS-E&H	002 - E&H NON CONTRACT ADMIN	8301 - OFFICE SUPPLIES	\$	212
452 - MUNICIPAL TRANS-E&H	002 - E&H NON CONTRACT ADMIN	8302 - POSTAGE-OUTSIDE COURIER	\$	212
452 - MUNICIPAL TRANS-E&H	002 - E&H NON CONTRACT ADMIN	8303 - PRINTING AND BINDING-OUTS SVC	\$	212
452 - MUNICIPAL TRANS-E&H	002 - E&H NON CONTRACT ADMIN	8814 - WC INSURANCE CHARGES	\$	4,760
452 - MUNICIPAL TRANS-E&H	002 - E&H NON CONTRACT ADMIN	8830 - VACATION/SICK LEAVE CHARGES	\$	7,615
452 - MUNICIPAL TRANS-E&H	002 - E&H NON CONTRACT ADMIN	8840 - GENERAL SVCS ISF	\$	255
452 - MUNICIPAL TRANS-E&H	002 - E&H NON CONTRACT ADMIN	9006 - TRAINING/CONFERENCE EXPENSES	\$	500
452 - MUNICIPAL TRANS-E&H	002 - E&H NON CONTRACT ADMIN	9007 - TRAVEL/MILEAGE EXPENSES	\$	300
452 - MUNICIPAL TRANS-E&H	002 - E&H NON CONTRACT ADMIN	9028 - OTHER EXPENSES	\$	500
452 - MUNICIPAL TRANS-E&H	003 - E&H NON CONTRACT OPERATIONS	8303 - PRINTING AND BINDING-OUTS SVC	\$	4,120
452 - MUNICIPAL TRANS-E&H	003 - E&H NON CONTRACT OPERATIONS	8314 - UNLEADED GASOLINE	\$	127,200
452 - MUNICIPAL TRANS-E&H	003 - E&H NON CONTRACT OPERATIONS	8441 - OTHER CONTRACTUAL SERVICES	\$	6,000
452 - MUNICIPAL TRANS-E&H	003 - E&H NON CONTRACT OPERATIONS	8707 - TELEPHONE BILLINGS	\$	1,866
452 - MUNICIPAL TRANS-E&H	003 - E&H NON CONTRACT OPERATIONS	8911 - OTHER CONSULTING SERVICES	\$	5,900
452 - MUNICIPAL TRANS-E&H	003 - E&H NON CONTRACT OPERATIONS	9003 - ADVERTISING	\$	2,120
452 - MUNICIPAL TRANS-E&H	004 - E&H NON CONTRACT MAINTENANCE	8807 - VEHICLE MAINTENANCE	\$	245,466
452 - MUNICIPAL TRANS-E&H	006 - TAXI CONTRACT OPERATIONS	8936 - SUBCONTRACTED SERVICES	\$	240,000
452 - MUNICIPAL TRANS-E&H	007 - TAXI NON CONTRACT ADMIN	8101 - SALARIES	\$	43,709
452 - MUNICIPAL TRANS-E&H	007 - TAXI NON CONTRACT ADMIN	8105 - LEAVE TIME	\$	6,337
452 - MUNICIPAL TRANS-E&H	007 - TAXI NON CONTRACT ADMIN	8111 - BUDGETED SALARY SAVINGS	\$	(2,002)
452 - MUNICIPAL TRANS-E&H	007 - TAXI NON CONTRACT ADMIN	8209 - SOCIAL SECURITY TAXES	\$	740
452 - MUNICIPAL TRANS-E&H	007 - TAXI NON CONTRACT ADMIN	8210 - DEFERRED COMPENSATION	\$	2,610
452 - MUNICIPAL TRANS-E&H	007 - TAXI NON CONTRACT ADMIN	8211 - ICMA VANTAGECARE RETIREE HLTH	\$	300
452 - MUNICIPAL TRANS-E&H	007 - TAXI NON CONTRACT ADMIN	8212 - POB ER RATE	\$	2,302
452 - MUNICIPAL TRANS-E&H	007 - TAXI NON CONTRACT ADMIN	8220 - MEDICAL/DENTAL/VISION	\$	10,264
452 - MUNICIPAL TRANS-E&H	007 - TAXI NON CONTRACT ADMIN	8221 - DENTAL AND VISION	\$	672
452 - MUNICIPAL TRANS-E&H	007 - TAXI NON CONTRACT ADMIN	8231 - BUDGETED BENEFITS SAVINGS	\$	(1,517)
452 - MUNICIPAL TRANS-E&H	007 - TAXI NON CONTRACT ADMIN	8235 - LIFE/DISABILITY INSURANCE	\$	168
452 - MUNICIPAL TRANS-E&H	007 - TAXI NON CONTRACT ADMIN	8240 - PERS-MISCELLANEOUS-CLASSIC	\$	2,660
452 - MUNICIPAL TRANS-E&H	007 - TAXI NON CONTRACT ADMIN	8241 - PERS-MISCELLANEOUS-PEPRA	\$	2,343
452 - MUNICIPAL TRANS-E&H	007 - TAXI NON CONTRACT ADMIN	8242 - PERS-MISCELLANEOUS-UNFUND LIAB	\$	10,761
452 - MUNICIPAL TRANS-E&H	007 - TAXI NON CONTRACT ADMIN	8303 - PRINTING AND BINDING-OUTS SVC	\$	22,260
452 - MUNICIPAL TRANS-E&H	007 - TAXI NON CONTRACT ADMIN	8814 - WC INSURANCE CHARGES	\$	1,966
452 - MUNICIPAL TRANS-E&H	007 - TAXI NON CONTRACT ADMIN	8830 - VACATION/SICK LEAVE CHARGES	\$	3,144
452 - MUNICIPAL TRANS-E&H	000 - FUND LEVEL ACTIVITY	8836 - COST ALLOCATION	\$	83,531
			TOTAL	\$ 1,577,464
			BUDGETED DART & TAXI PROGRAM FARE RECOVERY	\$ (240,000)
			GRAND TOTAL	\$ 1,337,464



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2


Background

- City has a need to fund Maintenance Worker - \$80k/yr
- City has a need to fund for maintenance and CIP - \$250k/yr
- City has a need to fund STA/City Joint Parking Lot - \$250k/yr

3





Proposed TDA Fund Allocations Option 2




	TDA Funds FY 2020-21	TDA Funds FY 2021-22	TDA Funds FY 2022-23	TDA Funds FY 2023-24
Estimated funds	\$ 1,396,892	\$ 1,399,148	\$ 1,399,148	\$ 1,399,148
Carryover	\$ (281,518)	\$ 303,167		
Total Available to Claim	\$ 1,115,374	\$ 1,702,315	\$ 1,399,148	\$ 1,399,148
Solano Express	\$ 119,507	\$ 121,897	\$ 128,000	\$ 134,000
STA Planning	\$ 33,246	\$ 40,138	\$ 40,138	\$ 40,138
SC - Maintenance worker	\$ -	\$ 80,000	\$ 80,000	\$ 80,000
Joint Parking lot	\$ -	\$ 250,000	\$ 250,000	\$ 250,000
STA/SC Subtotal	\$ 152,753	\$ 492,035	\$ 498,138	\$ 504,138
Net to claim	\$ 962,621	\$ 1,210,280	\$ 901,010	\$ 895,010
SC- CIP	\$ 50,000	\$ 250,000	\$ 250,000	\$ 250,000
Remaining for Allocation	\$ 962,621	\$ 960,280	\$ 651,010	\$ 645,010
Micro Transit		\$ -	\$ 500,000	\$ 500,000
DART		\$ 350,000		
1 year Local Bus		\$ 960,280		
Subtotal		\$ (350,000)	\$ 151,000	\$ 145,010

4


<div>  <div> Proposed TDA Fund Allocations Option 2 </div>  </div>				
	TDA Funds FY 2020-21	TDA Funds FY 2021-22	TDA Funds FY 2022-23	TDA Funds FY 2023-24
Estimated funds	\$ 1,396,892	\$ 1,399,148	\$ 1,399,148	\$ 1,399,148
Carryover	\$ (281,518)	\$ 303,167		
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Solano Express	\$ 119,507	\$ 121,897	\$ 128,000	\$ 134,000
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SC - Maintenance worker	\$ -	\$ 80,000	\$ 80,000	\$ 80,000
Joint Parking lot	\$ -	\$ 250,000	\$ 250,000	\$ 250,000
STA/SC Subtotal	\$ 152,753	\$ 492,035	\$ 498,138	\$ 504,138
Net to claim	\$ 962,621	\$ 1,210,280	\$ 901,010	\$ 895,010
SC- CIP	\$ 50,000	\$ 250,000	\$ 250,000	\$ 250,000
Remaining for Allocation	\$ 962,621	\$ 960,280	\$ 651,010	\$ 645,010
Micro Transit		\$ -	TBD	TBD
DART		\$ 350,000		
1 year Local Bus		\$ 960,280		
Subtotal		\$ (350,000)	TBD	TBD

5



Recommendation

- Adopt Council Adoption of Resolution No. 2021-____: A Resolution of the City Council of the City of Suisun City Approving Transportation Development Act Fund Allocations.



6

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AGENDA TRANSMITTAL

MEETING DATE: August 17, 2021

CITY AGENDA ITEM: Discussion and Direction: Council Preference for Solano County Board of Supervisors Redistricting

FISCAL IMPACT: The funding relates to State Transportation Development Act (TDA) funds and does not impact the General Fund.

STRATEGIC PLAN IMPACT: Provide Good Governance

BACKGROUND: Suisun City is currently located within the 3rd Supervisorial District (currently represented by Jim Spering), as well as the 5th Supervisorial District (currently represented by Mitch Mashburn).

STAFF REPORT: Every 10 years, Solano County goes through a redistricting process and has asked for input. Under the current district maps (attachment 2 and 3) District 3 covers the majority of Suisun City and District 5 covers a small portion of the city on the east side. Staff is looking for Council direction with regard to the boundaries. Is Council happy with the current boundary split between District 3 and 5; would Council prefer a more even split between the districts; or would Council prefer the entire city be in one Supervisorial District? If there is a consensus on one of these options or some other option, then staff requests direction for the City Manager to prepare and send a short letter to Solano County indicating that preference.

RECOMMENDATION: Discuss County Redistricting and if there is a preference regarding impacts on Suisun City. If there is a preference, provide permission and direction for City Manager to send a brief letter to the County stating the preference of the Council.

ATTACHMENTS:

1. Solano County Redistricting Flyer (English and Spanish)
 2. Solano County Supervisorial District 3 map
 3. Solano County Supervisorial District 5 map
-

PREPARED/APPROVED BY:

Greg Folsom, City Manager

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Solano County

Board of Supervisors

REDISTRICTING



2021

Redistricting is currently underway in Solano County. Every 10 years the County embarks on this process to adjust our boundary lines to ensure equal representation by each elected official in each agency. We need your help identifying **Communities of Interest**.

What is a Community of Interest?

A Community of Interest (COI) is a neighborhood, community, or group of people who live in a geographically definable area and share common social, economic or policy concerns and would benefit from being maintained in a single district. Another way of understanding a COI is that it is simply a way for a community to tell its own story about what neighbors share in common, including what makes it unique when compared to surrounding communities.



Why Should I Participate?

Keeping COI's together is an important principle in redistricting. It can be especially helpful to communities that have been traditionally left out of the political process. Community members have the opportunity to define their communities by telling their own stories and describe their concerns to policy makers. Without this public dialog, those who may not be aware of a community's best interests might decide for them.



DISTRICT	DAY OF THE WEEK	SCHEDULED MEETING DATE / TIME
2	Wednesday	June 23, 2021, 6 – 8 p.m.
1	Wednesday	June 30, 2021, 6 – 8 p.m.
3	Wednesday	July 7, 2021, 6 – 8 p.m.
4	Wednesday	July 14, 2021, 6 – 8 p.m.
5	Wednesday	July 21, 2021, 6 – 8 p.m.
1	Saturday	July 31, 2021, 9 – 11 a.m.
2	Saturday	August 7, 2021, 9 – 11 a.m.
3	Saturday	August 14, 2021, 9 – 11 a.m.
4	Saturday	August 21, 2021, 9 – 11 a.m.
5	Saturday	August 28, 2021, 9 – 11 a.m.

Connection Information

Wednesday meetings connection information

ZOOM: <https://zoom.us/j/92017146394>

Dial In: (669) 900-6833

Meeting ID: 92017146394 / Password: 868017

Saturday meetings connection information

ZOOM: <https://zoom.us/j/4263327777>

Dial In: (669) 900-6833

Meeting ID: 4263327777 / Password: 868017



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Condado de Solano

— Junta de Supervisores —

Redistribución de distritos electorales



2021

Item 16
Attachment 1



Redistribución de distritos electorales es actualmente en marcha en el condado de Solano. Los límites distritales se trazan una vez cada 10 años para volver a delinear las secciones electorales para garantizar representación igual por cada oficial elegido en cada agencia gubernamental. Necesitamos de su ayuda en identificar **comunidades de interés**.

¿Qué es una comunidad de interés?

Una comunidad de interés (COI) es un vecindario, comunidad, o un grupo de personas quienes viven en un área geográfica y comparten preocupaciones sociales, económicas, y políticas y se beneficiarían por mantenerse en un solo distrito electoral. Otra manera de explicar una COI es que es manera sencilla para que una comunidad cuente su propia historia sobre lo que tienen en común los vecinos, inclusive de lo que la hace única en comparación con otras comunidades alrededor.



¿Por qué debería participar?

Uno de los principios importantes durante la redistribución de distritos electorales es mantener juntas las COIs. Puede ayudar a las comunidades que típicamente no son incluídas en el proceso político. Miembros de la comunidad tienen la oportunidad de definir su comunidad por medio de contar sus propias historias y describir sus preocupaciones a los oficiales elegidos. Sin este diálogo público, es posible que redistribución de distritos electorales se puede llevar a cabo por parte de personas quienes no saben cuales son los mejores intereses de la comunidad.



DISTRITO	DIA de la SEMANA	FECHA y HORA de la JUNTA
2	miércoles	23 de junio, 2021, 6 – 8 p.m.
1	miércoles	30 de junio, 2021, 6 – 8 p.m.
3	miércoles	7 de julio, 2021, 6 – 8 p.m.
4	miércoles	14 de julio, 2021, 6 – 8 p.m.
5	miércoles	21 de julio, 2021 6 – 8 p.m.
1	sábado	31 de julio, 2021, 9 – 11 a.m.
2	sábado	7 de agosto, 2021, 9 – 11 a.m.
3	sábado	14 de agosto, 2021, 9 – 11 a.m.
4	sábado	21 de agosto, 2021, 9 – 11 a.m.
5	sábado	28 de agosto, 2021, 9 – 11 a.m.

Información de Comunicación

Juntas en los miércoles

ZOOM: <https://zoom.us/j/92017146394>

Dial In: (669) 900-6833

Meeting ID: 92017146394 / Password: 868017

Juntas en los sábados

ZOOM: <https://zoom.us/j/4263327777>

Dial In: (669) 900-6833

Meeting ID: 4263327777 / Password: 868017



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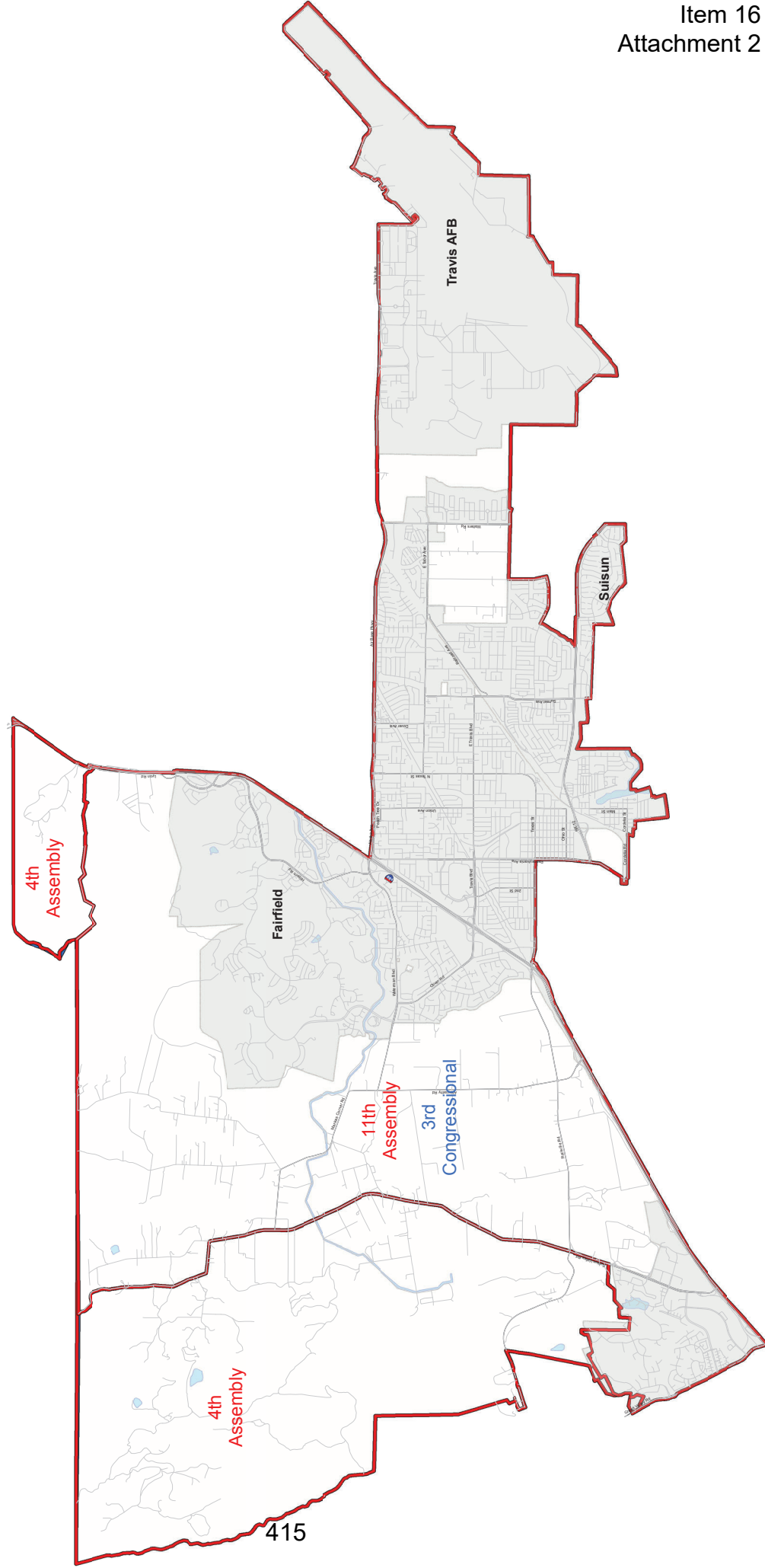


Solano County, California
3rd Supervisorial District - Jim Spering
showing Assembly and Congressional
Districts

Date prepared: March 27, 2017

Legend

- Streets
- Major Roads
- City Boundaries
- Water
- 4th Assembly District - Cecilia M. Aguilar-Curry
- 11th Assembly District - Jim Frazier
- 3rd Congressional District - John Garamendi



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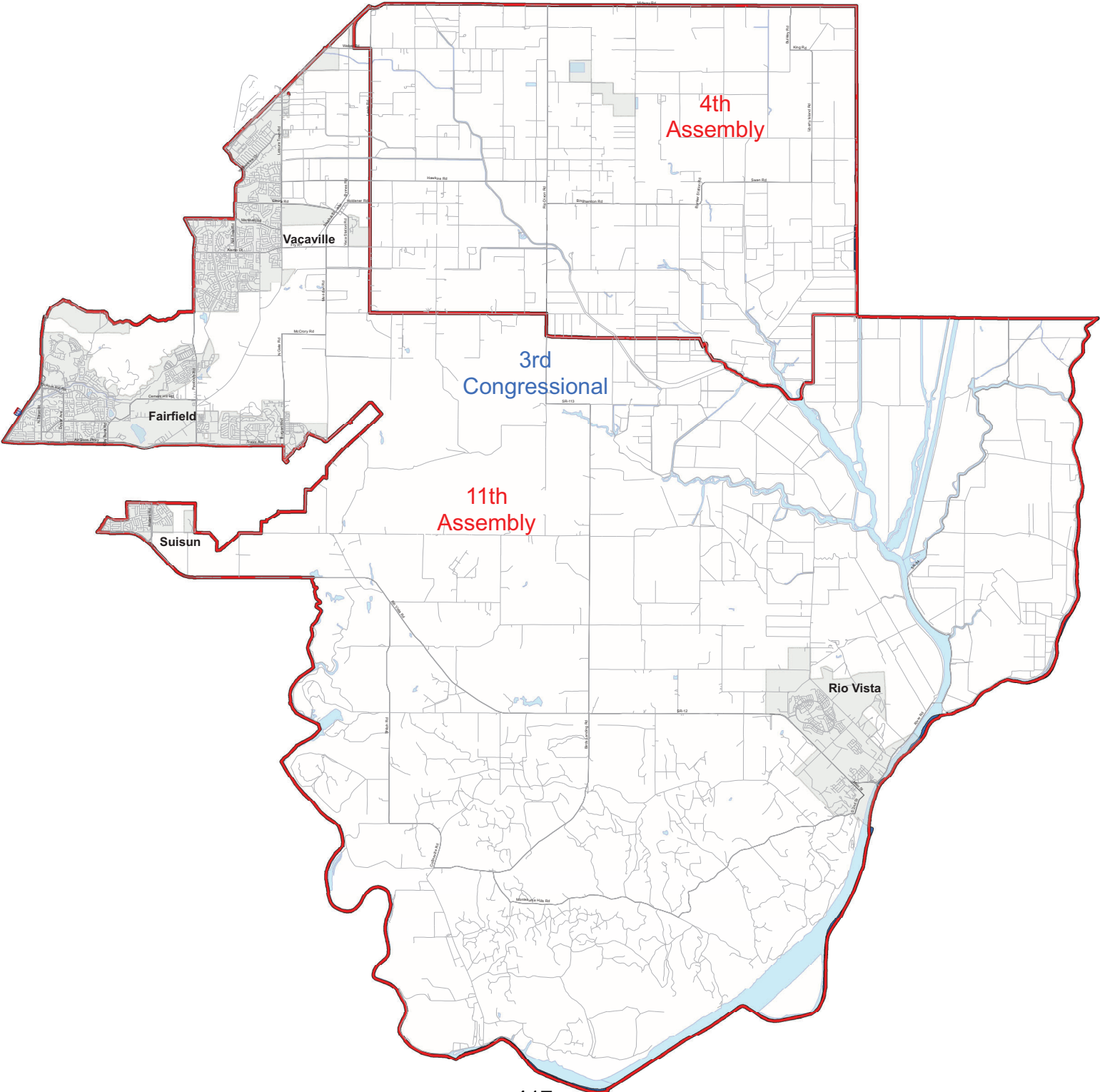
Solano County, California
5th Supervisorial District - Mitch Mashburn
showing Assembly and Congressional Districts

Date prepared: February 23, 2021

Item 16
Attachment 3

Legend

- Streets
- Major Roads
- City Boundaries
- Water
- 4th Assembly District - Cecilia M. Aguiar-Curry
- 11th Assembly District - Jim Frazier
- 3rd Congressional District - John Garamendi



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AGENDA TRANSMITTAL

MEETING DATE: August 17, 2021

CITY AGENDA ITEM: Discussion and Direction Regarding Establishment of a Travis Reserve Area in the Suisun City General Plan.

FISCAL IMPACT: The impact of establishing of a “Travis Reserve Area” would largely be the staff time in preparing the language and revising the land use map in the General Plan. On-going impacts would include any lands within this area not being able to be developed.

STRATEGIC PLAN IMPACT: Develop sustainable economy; Provide Good Governance.

BACKGROUND: The City updated its General Plan in 2015 and with the update designated some of the lands in its Eastern Sphere of Influence as “Special Planning Area.” Several policies were created that were to support development in this area (Attachment 1). On November 13, 2017, the Solano Local Agency Formation Commission (LAFCO) adopted Resolution 2017-06 which provided conditions of their approval and included a map which indicated a “Reserve” area within the City’s Eastern Sphere of Influence. This action was brought on by LAFCO’s request to affirm the City’s Sphere of Influence. At the time, the City was processing a development project that included development on both APN’s 0174-190-130 and 140 and went by the name of “Suisun 355.” That development application was ultimately withdrawn and a new application was filed for the “Suisun Logistics” project which is being actively processed on APN 0174-190-140.

STAFF REPORT: The City of Fairfield and County of Solano both have adopted “Travis Reserve” areas within their general plans. The adoption of those designations largely restricts development other than development related to Travis Air Force Base and thus provides a buffer between the base and private development. The ultimate intention of such a policy/designation would be the protection of Travis Air Force Base and assuring future development in and around the City is consistent and compatible with the Base.

CEQA ANALYSIS: The City Council providing discussion and direction on this item does not trigger environmental review itself; however, if the General Plan were to be amended as part of direction received, that would constitute a “project” and environmental review will need to be completed with the amendment.

RECOMMENDATION: It is recommended that the City Council provide direction to staff on the potential creation of a “Travis Reserve Area” in the Suisun City General Plan.

ATTACHMENTS:

1. Special Plan Area Pages from Suisun City General Plan.
 2. Solano LAFCO Resolution 2017-06, dated November 13, 2017.
 3. City of Fairfield – Travis Reserve Area.
 4. County of Solano Travis Reserve Area.
 5. Proposed “Travis Reserve Area” Map.
 6. Travis Reserve PowerPoint
-

PREPARED BY:

REVIEWED/APPROVED BY:

John Kearns, Senior Planner
Greg Folsom, City Manager

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Downtown Waterfront Specific Plan

The Land Use Diagram and Land Use Designations provided on the previous pages will guide development and conservation efforts over the long term throughout the City. In addition, the City has developed a plan to guide development and conservation in the historic downtown area: the Downtown Waterfront Specific Plan (DWSP).

The DWSP regulates land use and design downtown, with the intent of facilitating rehabilitation and revitalization of Old Town and the Waterfront, while preserving important elements of the historic character and protecting natural resources. The DWSP identifies residential, commercial, public, and mixed-use Land Use Districts that allow a range of uses at different densities and intensities. Please refer to the DWSP, under separate cover, for more detail.

Special Planning Area

The City has identified a "Special Planning Area" for follow-on planning consistent with the General Plan (Exhibit 3-3). The City prepared the following guidelines for the Special Planning Area, to be implemented through a program provided later in this Element.

- I. Promote development that enhances existing opportunities and builds on community vision and goals.
 - a. Encourage development that takes advantage of the Suisun Marsh, such as lodging and tourism activities.
 - b. Encourage development that takes advantage of traffic on Highway 12 and Jepson Parkway, resulting in spending by non-residents, such as a travel center or other transportation-related or visitor-serving uses.
 - c. Encourage development that assists Travis AFB, such as providing a travel center for truckers serving the Base.
 - d. Encourage development that provides job creation.
 - e. Encourage development of commercial and professional uses that support the nearby residential neighborhoods.
 - f. Consider the balance of land uses in the City at the time of proposed development and encourage development that addresses uses that are lacking.
- II. Foster development that benefits the City over the long term.
 - a. Demonstrate that proposed development either provides significant on-going revenue generation or provides other positive quantifiable benefits to the City.
 - b. Design future development that enhances the City's gateway, creating a sense of "arrival."
 - c. Focus efforts on developing retail opportunities that bring sales tax revenue and address retail leakage.
- III. Protect Travis AFB and its mission, while encouraging development that benefits the Base.
 - a. Demonstrate that proposed uses and physical development are likely to sustain the Base's mission and minimize negative impacts.
 - b. Design development to be consistent with the Travis Airport Land Use Compatibility Plan.
 - c. Design development that meets all security requirements of the Base.
- IV. Identify infrastructure needed to serve development anticipated through 2035.

- a. Design site access and internal circulation as part of initial development.
- b. Design infrastructure, such as water system, sewer system, and stormwater system as part of initial development.
- V. Plan development with sensitivity to environmental resources.
 - a. Encourage uses that are not only compatible with, but enhanced by the environmental resources on site.
 - b. Encourage clustering of development to minimize environmental impacts.
 - c. Encourage on-site mitigation, where possible.
- VI. Streamline the development application and entitlement review process.
 - a. Provide clear and complete information regarding the entire application and entitlement process, including impact fees and other costs.
 - b. Provide help to developer in negotiating the LAFCO annexation process.
 - c. Serve as the liaison between the City's various departments and Special Planning Area developer/s.
 - d. Foster an open and objective dialogue with Special Planning Area developer/s regarding City's interests and development requirements.

General Plan Buildout Estimates

The City has provided land with the appropriate designations to accommodate housing needs, jobs, and commercial and civic services through 2035. The 2035 General Plan could accommodate a total population of approximately 32,400, 11,300 dwelling units, 10,900 local jobs, and 5.8 million square feet of non-residential development at buildout of the Land Use Diagram (Exhibit 3-3). In addition, the 2035 General Plan accommodates additional parks and recreational facilities, school facilities and expansions, open space for conservation and for passive recreational use, open space buffers, drainage areas and non-vehicular trails, public infrastructure, and other improvements.

New development under the 2035 General Plan could add approximately 200 lower-density dwelling units, 500 medium-density dwelling units, and 1,100 higher-density dwelling units. The 2035 General Plan accommodates a wide range of non-residential development, as well, which could include 500,000 additional square footage of office space, more than 3 million additional mixed commercial square footage, and 500,000 square feet of new light industrial/assembly uses.

The estimates of future population, housing units, local jobs, and square footage of development are not City policy. Rather, these assumptions are derived strictly for the purposes of analysis. Demographic changes, environmental constraints, the land economic context, infrastructure availability and costs, regulatory guidance, and other factors outside the City's control will dictate, to some extent, the actual buildout figures.

Certain areas designated for urban use may or may not be developed between present and 2035. Some areas might be developed at the upper end of the density ranges, while other areas might develop at the lower end. Although the City has used the best available land use change assumptions, the information used to guide these assumptions will change. These changes, in part, create the need for future General Plan updates. The City may update land use change assumptions from time to time, either in the context of a General Plan amendment or update, or as separate exercise for planning purposes.

per-square footage basis). In general, fees are anticipated to be lower for higher-density and higher-intensity projects (on a per-EDU basis) (Exhibit 3-11).

Fair-share commercial traffic impact fees will take into account the location, scale, and orientation of the subject development project. Traffic generation rates have been shown to be higher for projects that have a more automobile-oriented location, orientation, density, and design. Smaller-scale retail, office, and service establishments located Downtown or integrated into neighborhoods and designed to promote pedestrian, transit, and bicycle access should have lower traffic impact fees (per square foot).

Program LU-4.4

Pre-Zoning

The City will pre-zone land within the Sphere of Influence but outside of the City limits consistent with the 2035 General Plan prior to annexation.

Program LU-4.5

Municipal Services Review and Comprehensive Annexation Plan

The City will collaborate with Solano LAFCO to update the City's Municipal Services Review and annexation planning, consistent with the 2035 General Plan.

Program LU-4.6

Special Planning Area – Comprehensive Suitability Analysis and Planning

The City will collaborate with landowners and responsible and trustee agencies on comprehensive planning for the Special Planning Area in the eastern portion of the City's Planning Area.

This planning process will occur through the following steps:

- Analyze and survey on-site constraints;
- Provide a conceptual map and a narrative description of basic project objectives, consistent with the 2035 General Plan;
- Prepare a basic land use and circulation plan framework that implements the 2035 General Plan;
- Conduct detailed site analysis, master planning, and infrastructure and service finance plans;
- Identify and provide planning response to each major constraint affecting this portion of the Planning Area;
- Publish and required studies to support LAFCO actions;
- Identify and mitigate Special Planning Area impacts consistent with the 2035 General Plan through up-front planning and, as necessary, follow-on mitigation and monitoring; and
- Prepare and certify/adopt plans and environmental documents in support of Special Planning Area development.

Long-term planning could be in the form of one or more Specific Plans, one or more master plans, or another mechanism approved by the

L A N D U S E

City. Suitability analysis and planning for this area shall address key opportunities and constraints, including but not limited to:

- Truck traffic, including Travis Air Force Base traffic;
- Access management along Peterson Road and State Route 12;
- Parking management and public transit planning, particularly for Lambrecht Sports Park and other recreational facilities proposed in Special Planning Area 1;
- Planning to identify, survey, avoid, and mitigate biological resources impacts consistent with the City's Open Space and Conservation Element;
- Coordinated drainage/wetlands/bike and pedestrian planning that takes advantages of opportunities to preserve drainages, while also adjacent multi-use trails;
- Travis Air Force Base land use compatibility planning and opportunities for mutually beneficial biological resources mitigation planning in areas near Travis Air Force Base;
- Fiscal and economic impact analysis with a coordinated development phasing plan; and
- Coordinated public services and infrastructure planning involving the City and other relevant services agencies, consistent with City and LAFCO policies.

During preparation of the 2035 General Plan, the City has coordinated with LAFCO and other responsible agencies. For certain impact areas, much of the required LAFCO analysis may have been completed addressed in the analysis and planning that has supported the 2035 General Plan Update. In other areas, more detailed on-site analysis may be needed.

RESOLUTION NO. 17-06
RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION OF
SOLANO COUNTY APPROVING THE SPHERE OF INFLUENCE UPDATE OF
THE CITY OF SUISUN CITY (City)

WHEREAS, pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act, commencing with Section 56000, et seq. of the Government Code, and specifically in accordance with Section 56425 and the adopted Sphere of Influence (SOI) Policy of the Solano Local Agency Formation Commission (LAFCO); and,

WHEREAS, a comprehensive municipal services review has been completed as of June 13th, 2016 and was found by LAFCO to be adequate for the update of the City's SOI; and,

WHEREAS, the update of the SOI is initiated by the City pursuant to its Resolution 2017-26, proposing the sphere be update without proposing new boundaries; and,

WHEREAS, the proposed sphere area is shown in the attached Maps identified as "Exhibit A" and "Exhibit B"; and,

WHEREAS, the City acting as the lead agency under the California Environmental Quality Act prepared and certified the Final Environmental Impact Report (State Clearing House # 2011102046) for the General Plan Update, which discloses and addresses potential environmental impacts within the General Plan's planning area, adopted a Statement of Overriding Considerations, approved a Mitigation Monitoring and Reporting Program on May 5, 2015, and filed its Notice of Determination; and,

WHEREAS, the Commission, as responsible agency, has reviewed and considered the environmental documents prepared and approved by the City; and,

WHEREAS, at the times and in the form and manner required by law, the LAFCO Executive Officer has given notice of the hearing by this Commission, and,

WHEREAS, upon the date, time, and place specified in said notice of hearing and in any order or orders containing such hearing, the Commission has received, heard, discussed and considered all oral and written testimony related to the SOI, including but not limited to comments, objections, the Executive Officer's written and oral report and recommendation, information and determinations of the municipal service review, the City's General Plan, and the environmental documents.

NOW, THEREFORE, BE IT HEREBY RESOLVED, THAT THE SOLANO LAFCO DETERMINED AND ORDERED as follows:

1. Pursuant to Section 15096 of the CEQA Guidelines, LAFCO has considered the environmental documents adopted by the Lead Agency, which contains measures that fully mitigate all potential negative environmental impacts except for those impacts for which a Statement of Overriding Considerations has been made. LAFCO hereby adopts such mitigation measures and Statement of Overriding Considerations as approved by the Lead Agency and the Statement of Overriding Considerations, mitigations, mitigation monitoring plans and conditions of approval are made a part of this action.
2. The SOI of the City is approved as shown on the attached map marked "Exhibit A" and Exhibit B
3. Pursuant to California Government Code Section (GC§ 56425(e)), the Commission hereby makes the following determinations:

A. The present and planned land uses in the area, including agricultural and open space lands.

Present land uses in the area per the County's General Plan, is designated as agriculture. The City's planned use in the area per their General Plan includes 2,291 acres of Ag and Open space and the remaining 480 acres will be pre-zoned as commercial mixed use, commercial services and fabrication, and additional areas as open space. These municipal services are expected upon annexation of the areas within a city's SOI areas and are customarily included in the development agreements.

B. Present and Probable Need for Public Facilities

The City provides municipal services within the existing City limits as demonstrated in their recently adopted General Plan and Municipal Service Review. These services include, but are not limited to: water, sewer, fire protection, police, animal control, public works, solid waste, storm water, and parks and recreation. These municipal services are expected upon annexation and are customarily included in the development agreements.

C. The present capacity of public facilities and adequacy of public services that the agency provides or is authorized to provide.

Suisun Solano Water Authority (SSWA) expressed concerns regarding the adequate water supply to meet the projected system water demands during the next 20 years; however, the City is actively engaged with Solano Irrigation District (SID) in an attempt to establish and consider alternatives for providing water services to those areas within their short-term SOI areas.

D. The existence of any social or economic communities of interest in the area

The Tolenas area may be considered a community of interest; however, economic data derived from the Census does not indicate the community is disadvantaged.

E. The present and probable need for public facilities and services of any disadvantaged unincorporated communities within the existing SOI

Based on Census data, there are no disadvantaged unincorporated communities within the City's proposed SOI.

4. Pursuant GC § 56426.6 the Commission determines inclusion of Williamson Act lands within the Suisun City SOI will not adversely affect the continuation of the Williamson Act contracts beyond their expiration dates.
5. Pursuant to the Commissions Adopted Standards set forth under GC § 56375(h) and Conditions of Approval pursuant to GC § 56886(v), the Commission hereby adopts the following Conditions of Approval:
 - A. The City shall prepare comprehensive studies of the environmental and planning impacts of any proposed reorganization prior to application submission. These studies must satisfy CEQA and LAFCO requirements including, but not limited to, Government Code §56668 and Solano LAFCO adopted Standards.
 - B. The City shall consider establishing a buffer zone adjacent to and parallel to the flight path of Runway 3L prior to reorganization application submission.
 - C. The City's proposed reorganization applications and pre-zoning shall demonstrate consistency and compatibility with the Travis Air Force Land Use Compatibility Plan/ALUC.
 - D. The City shall continue to be an active participant in the Travis Sustainability Study effort.
 - E. The City shall adopt a General Plan Amendment establishing a Travis Reserve Area designation, similar to Solano County's 2008 General Plan designation, prior to any consideration of reorganizations by LAFCO.
 - F. The City shall demonstrate reliable water capacity and service capability to any annexation areas prior to any consideration of proposed reorganizations by LAFCO.
 - G. Any roadway segments adjoining and contiguous with the SOI line are included within the sphere amendment to allow subsequent annexation of the roads into the City.
 - H. The Open Space area identified in SOI Area B (355 Suisun/Logistics Center), Zone B-1 by the Solano County Airport Land Use Commission shall be designated within Suisun City's Long Term Sphere of Influence. This condition shall be shown in the attached maps marked Exhibit A and Exhibit B.

The foregoing resolution was duly passed and adopted by the Local Agency Formation Commission of the County of Solano at a regular meeting thereof, held on November 13, 2017, by the following vote:

AYES: Price, Sanchez, Shopay, Spering, and Vasquez

NOES: none

ABSTAIN: none

ABSENT: none



Nancy Shopay, Chair
Presiding Officer
Solano Local Agency Formation Commission

ATTEST:


Michelle McIntyre, Commission Clerk

Objective LU 3

Establish an urban limit line that allows development to be satisfactorily planned before it occurs.

Policy LU 3.1

What is urban shall be municipal, and what is rural shall be within the County. Any urban development requiring basic municipal services shall occur only within the incorporated City and within the urban limit line established by the General Plan. (See Policy OS 1.6)

Policy LU 3.2

Where the urban limit line encompasses a master plan area, it may include land which will not ultimately be developed with urban uses. Once areawide plans are adopted for master plan areas, the urban limit line may be amended to exclude open space areas.

Policy LU 3.3

A voter initiative reaffirmed and readopted: (1) the “Travis Reserve” land use designation and the boundaries of the Travis Reserve shown on the General Plan Land Use Diagram; (2) the Urban Limit Line shown on the General Plan Land Use Diagram; (3) the General Plan text describing the uses permitted in the Travis Reserve land use designation; and (4) General Plan objective LU 3, Policies LU 3.1, LU 3.2, HS 9.2, and Program HS 9.2A, in effect as of October 11, 2002. These components of the General Plan are collectively referred to as the Travis Air Force Base and Fairfield Urban Boundary Policies and, through December 31, 2020, may be amended only by a vote of the people or as follows:

1. The City Council may amend the boundaries of the Urban Limit Line to exclude open space areas, provided that the amended boundaries are within or coextensive with the limits of the Urban Limit Line in effect as of October 11, 2002.
2. The City Council may redesignate to a different land use designation that portion of the land currently designated as Travis Reserve that lies west of North Gate Road/Burgan Boulevard and north of Air Base Parkway/Travis Avenue.
3. The City Council may amend Program HS 9.2A to refer to a new 60 dB CNEL maximum mission contour for Travis Air Force Base (“New Contour”) adopted in either an Air Installation Compatibility Use Zone (“AICUZ”) or an Airport Land Use Plan for Travis Air Force Base, provided that the amendment specifies that in the event that the New Contour is set aside or otherwise ceases to be in effect, the 60 dB CNEL maximum mission contour established in the 1995 AICUZ for Travis Air Force Base shall apply for the purposes of Program HS 9.2A until such time as the New Contour is reinstated or the City Council amends Program HS 9.2A

This designation provides for light and medium industrial type activity. Uses typical of this category may include but are not limited to research & development, warehouse, wholesale distribution, manufacturing, assembling, fabrication, office uses, and support uses. Not permitted within this category are uses which require unscreened open air storage of large quantities of raw, semi-refined, or finished products. Retail uses are discouraged in this category but may be permitted as a secondary use to a permitted use. This land use is appropriate as a buffer between General Industrial areas and non-industrial areas. The typical FAR for this category is 0.35.

General Industrial: 0.3 - 0.5 FAR

This designation allows for a wide range of industrial activities which includes manufacturing, assembling, fabrication, and other similar uses. The intent of this category is to provide a location for heavy industrial uses. Areas developed under this designation should be located with direct access to major roads, freeways, or rail lines. The typical FAR for this category is 0.40.

Travis Reserve

This designation applies to certain unincorporated land located north and east of Travis Air Force Base. Land in the Travis Reserve is set aside for future expansion of Travis Air Force Base only. If the status of the base changes, the construction of a non-military airport and support uses may be permitted in the Travis Reserve. No residential uses will be permitted in the Travis Reserve. Until a military or airport use is proposed for land with the Travis Reserve designation, the City supports its continued use for agriculture and grazing.

Public Facilities

This includes a wide range of uses that can be defined as institutional responses to basic human needs, such as health, education, safety, and recreation. Examples of typical public facilities include schools, water treatment plants, and fire stations. Public facilities, including waste management, are described in detail in the Public Facilities and Services Element. Hazardous waste management is addressed in the Health and Safety Element. Public facilities may be permitted within other land use categories.

Table LU-5
General Plan Land Use Designations

Designation and Density or Intensity	Description
TRA Travis Reserve Area	Protects the land within the overlay for continued agriculture, grazing and associated habitat uses until a military or airport use is proposed. No residential uses will be permitted. Provides for future expansion of Travis Air Force Base and support facilities for the base. If the status of the base changes, the construction of nonmilitary airport and support uses may be permitted.
ARO Agricultural Reserve Overlay	<p>Encourages private landowners to voluntarily participate in agricultural conservation easements. This overlay incorporates current agricultural conservation easements, where feasible, and establishes new methods of acquiring land conservation easements that encourage cooperation by landowners.</p> <p>The overlay district will be established as an agricultural mitigation bank for development projects subject to County and city agricultural mitigation programs. Projects having a significant impact on valued agricultural resources in other areas of the county or participating cities would be able to mitigate this impact by paying in-lieu fees used to purchase agricultural conservation easements from landowners in the overlay area. Conservation easements would be held by the County or relevant land trusts, and the landowner would maintain ownership and management control.</p>
TCO Tri-City/County Cooperative Planning Area	Identifies the area of Solano County subject to the Tri-City and County Cooperative Plan. The cooperative plan is incorporated within the General Plan as a special policy document and the County will defer to the cooperative plan in this area.
RCO Resource Conservation Overlay	<p>Identifies and protects areas of the county with special resource management needs. This designation recognizes the presence of certain important natural resources in the county while maintaining the validity of underlying land use designations. The overlay protects resources by (1) requiring study of potential effects if development is proposed in these locations, and (2) providing mitigation to support urban development in cities.</p> <p>Resources to be protected through this overlay are those identified through technical studies as the highest priority areas within the habitat conservation planning process. Conservation measures used to achieve the County's resource goals vary based on the targeted resource. Removal of a Resource Conservation Overlay from a subject property may be possible through a General Plan amendment.</p>

Notes: du/ac = dwelling units per acre; FAR = floor-area ratio

"Planning for a Sustainable Solano County"

landowner, provided such refinements reflect the overall boundaries indicated on the General Plan Land Use Diagram and are consistent with all other General Plan policies, in particular, the General Plan policies prohibiting piecemeal conversions of agricultural lands to non-agricultural uses.

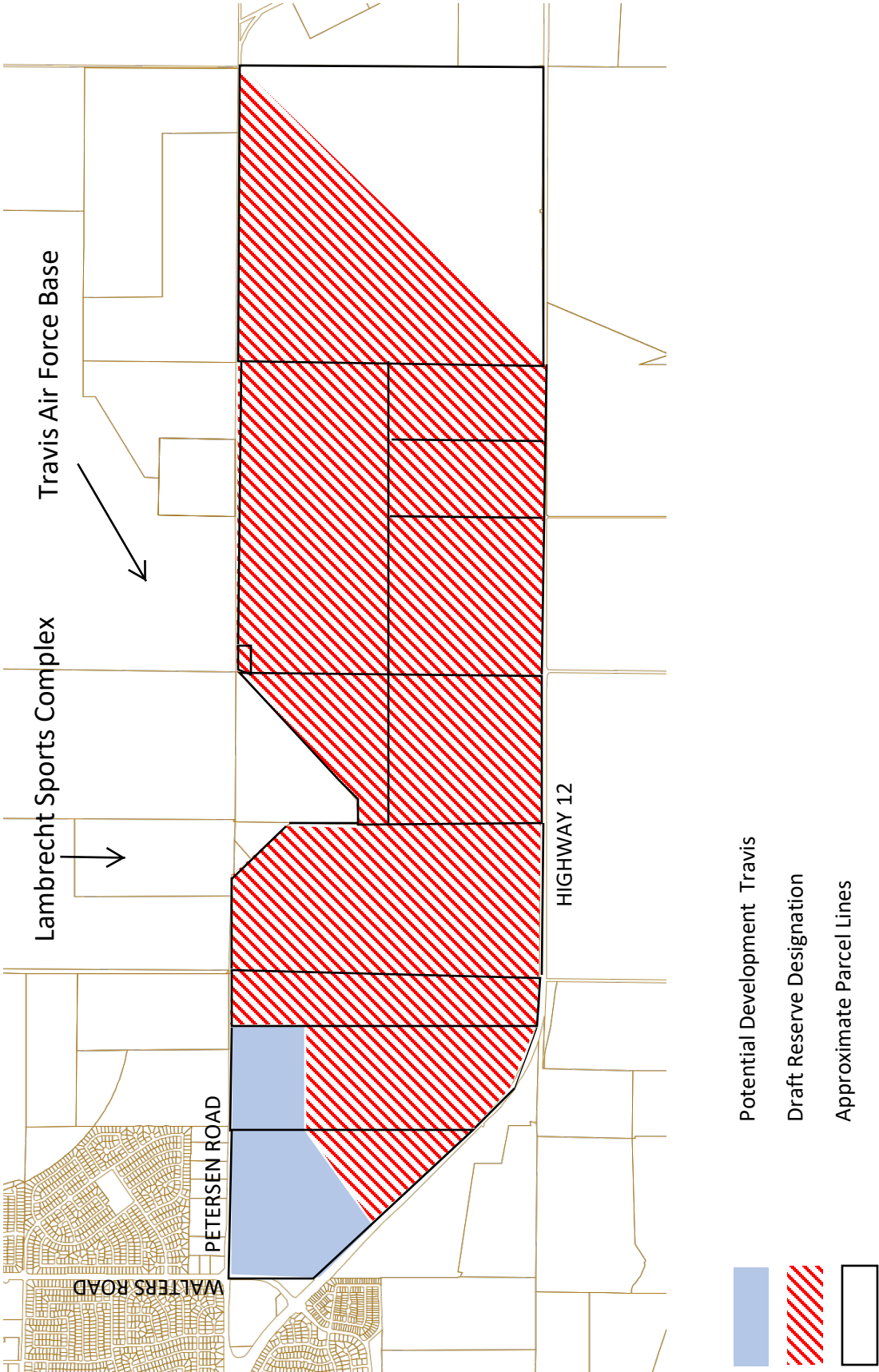
Municipal Service Areas

LU.P-4:	Designate as municipal service areas those areas where future development is to be provided with municipal or urban type services through city annexation.
LU.P-5:	Coordinate with cities to oversee development of lands within municipal service areas.
LU.P-6:	Retain existing land uses within municipal service areas until annexed to a city.
LU.P-7:	Permit temporary land uses and uses consistent with current agricultural zoning on unincorporated lands within municipal service areas that do not conflict with planned land uses until the property is annexed to a city for urban development.
LU.P-8:	Encourage the annexation of urbanized unincorporated communities within municipal service areas as long as annexation is not contrary to the wishes of a majority of the affected residents.
LU.P-9:	Within the municipal service area in the Peabody Road area where development has already occurred, allow establishment of uses consistent with existing zoning until annexed to the City of Fairfield.
LU.P-10:	Within the municipal service areas of the City of Vallejo and the City of Vacaville, allow development within the existing urbanized unincorporated communities under County jurisdiction, consistent with County zoning, where municipal sewer and/or water services are currently available until the communities are annexed to the city.
LU.P-11:	Within municipal service areas, work with cities to protect and maintain designated urban-agricultural buffers within city jurisdiction compatible with adjoining agricultural uses.
LU.P-12:	Coordinate with Solano LAFCO and the Cities of Suisun City and Fairfield to ensure continued interim use of the Travis Reserve Area for agriculture and grazing lands, and to reserve the area for future expansion of the air force base. If the status of the base changes, the construction of nonmilitary airport and support uses may be permitted.

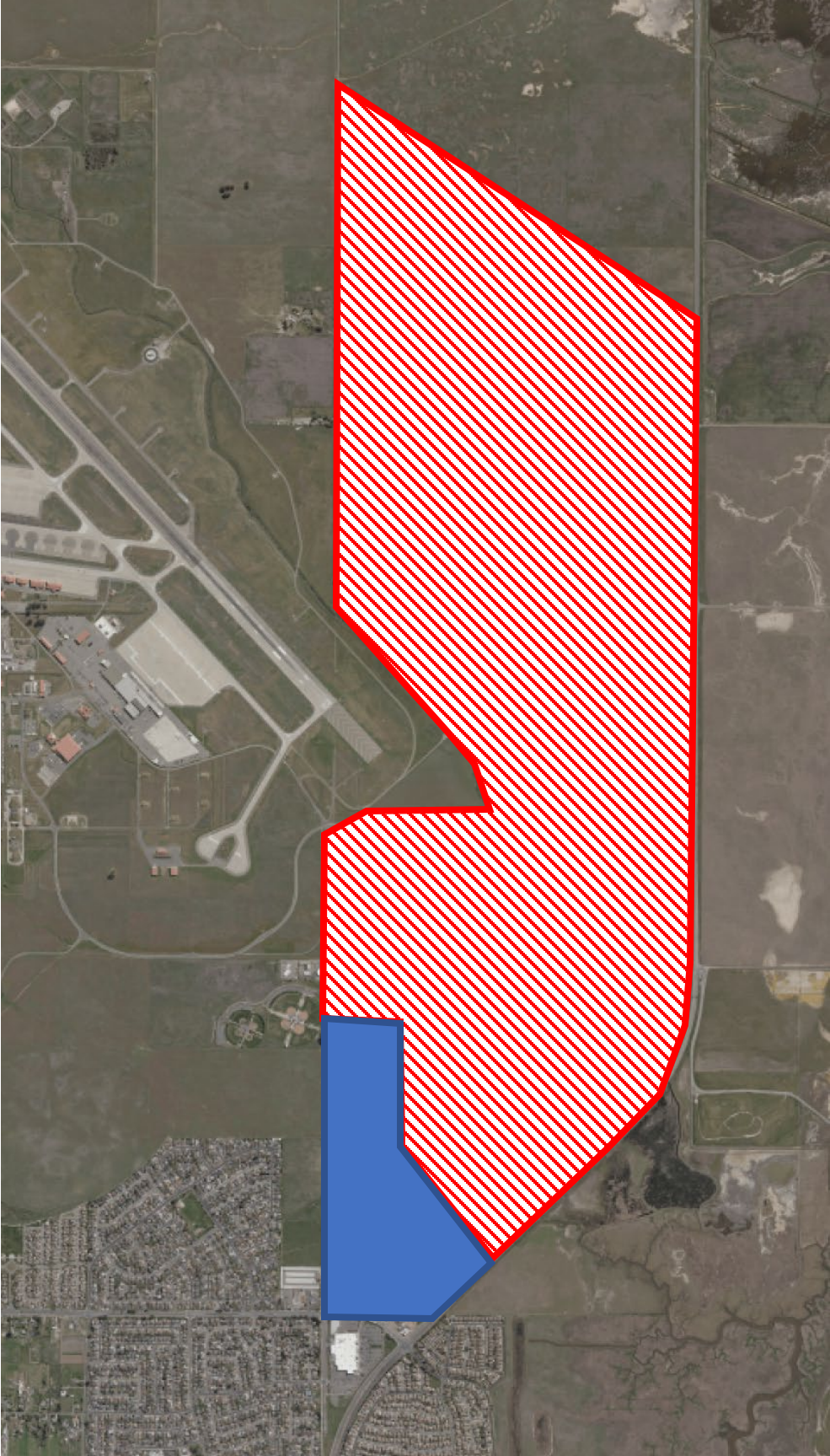
LU.I-17:	Work with cities and the Solano Local Agency Formation Commission to ensure interim use of the Travis Reserve Area as agriculture and grazing lands, and to reserve sufficient land within the Reserve to accommodate future expansion of the air force base and support facilities or commercial aviation use.
Related Policy:	LU.P-12
Agency/Department:	Department of Resource Management; Travis Air Force Base; Solano County Airport Land Use Commission; Solano LAFCO; cities
Funding Source:	General Fund
Time Frame:	Ongoing
LU.I-18:	Work with cities to ensure that sufficient land is designated for residential, commercial, and industrial uses to meet the county's projected housing, employment, and economic development needs.
Related Policies:	LU.P-13, LU.P-20, LU.P-38
Agency/Department:	Department of Resource Management
Funding Source:	General Fund
Time Frame:	Ongoing
LU.I-19:	Coordinate with the Metropolitan Transportation Commission, Solano Transportation Authority and the California Department of Transportation to ensure that transportation planning and improvement programs are consistent with this chapter.
Related Policy:	LU.P-33
Agency/Department:	Department of Resource Management
Funding Source:	General Fund
Time Frame:	Ongoing

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DRAFT TRAVIS RESERVE LAND USE EXHIBIT



DRAFT TRAVIS RESERVE LAND USE EXHIBIT

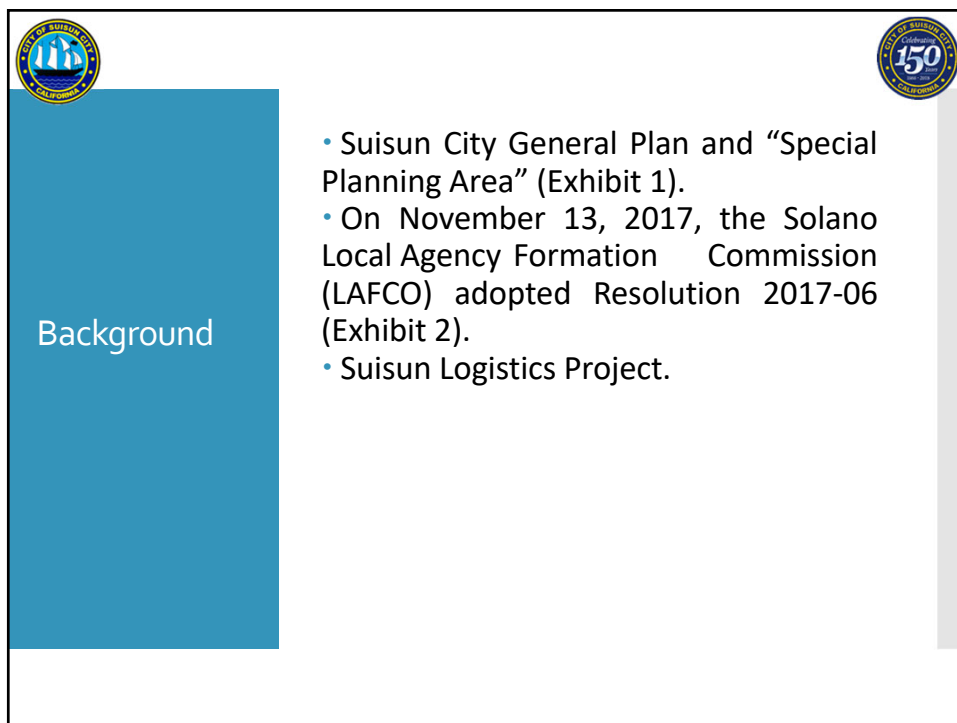


Anticipated Development

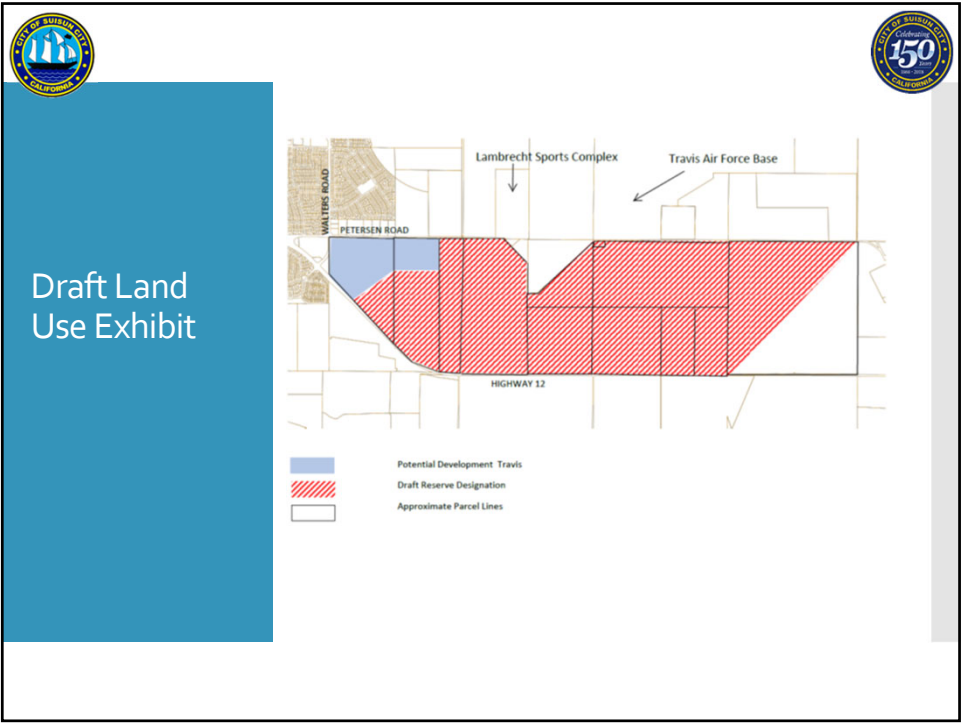
Draft Travis Reserve Designation



1





2



3





4



Analysis
and Next
Steps

- City of Fairfield and Solano County Travis Reserve Policy (Exhibits 3 and 4).
- General Plan Amendment (if Travis Reserve Area created).

5



Recommendation

- It is recommended that the City Council provide direction to staff on the potential creation of a “Travis Reserve Area” in the Suisun City General Plan.

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