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RESOLUTION NO. 2019-86

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AMENDING THE CITY OF SUISUN CITY SCHEDULE OF SALARY AND
BENEFITS FOR EXECUTIVE MANAGEMENT AND CONFIDENTIAL
EMPLOYEES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON
BEHALF OF THE CITY.**

WHEREAS, On March 5, 2019 the Suisun City Council did approve a Schedule of Salary and Benefits for Executive Management and Confidential Employees (the Plan); and

WHEREAS, the Plan was not originally discussed in a fully transparent manner; and

WHEREAS, the Plan may be adjusted at any time by the City Council; and

WHEREAS, the City Council would like to amend sections of the Plan; and

WHEREAS, the City does not intend for this resolution to conflict with any requirements of state law specific to the sworn positions of Chief of Police and Fire Chief; and

WHEREAS, the City Manager has recommended changes to the salary ranges that apply to the Classes of Fire Chief and Police Chief.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City hereby adopts Resolution No. 2019-86: Amending the City of Suisun City Schedule of Salary and Benefits for Executive Management and Confidential Employees, 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 30th day of July 2019, by the following vote:

AYES:	Council Members:	<u>Adams, Day, Segala, Williams, Wilson</u>
NOES:	Council Members:	<u>None</u>
ABSENT:	Council Members:	<u>None</u>
ABSTAIN:	Council Members:	<u>None</u>

WITNESS my hand and the seal of said City this 30th day of July 2019.



Donna Pock, CMC
Deputy City Clerk

**CITY OF SUISUN CITY
AMENDED AND RESTATED
SCHEDULE OF SALARY AND BENEFITS FOR
EXECUTIVE MANAGEMENT EMPLOYEES
EFFECTIVE July 30, 2019**

ARTICLE I INTRODUCTION

Section 01. AFFECTED EMPLOYEES. This Schedule of Salary and Benefits for Executive Management Employees (the "EME Compensation Schedule") shall be in force and effect for the following classifications of central management employees with the City of Suisun City ("City"), hereinafter referred to as the "Affected Employee(s)":

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

ARTICLE II SALARY

Section 01. BASIC COMPENSATION PLAN. There is hereby maintained and restated a basic compensation plan for the Affected Employees who are now employed, or will in the future be employed, in any of the designated positions of employment set forth in Article I, Section 01 above. The salary and wage schedule set forth below shall constitute the basic compensation plan for these Affected Employees consisting of a range of pay available and identified by position.

Section 02. SALARY AND WAGE SCHEDULE. The Affected Employees shall have the following monthly pay ranges, which shall become effective upon passage of a resolution by City Council. The salary ranges shall be effective as indicated below:

Administrative Services Director	\$8,465.60 - \$11,427.87
Chief of Police	\$10,695.13 - \$13,000.00
Development Services Director	\$8,465.60 - \$11,427.87
Fire Chief	\$10,695.13 - \$13,000.00
Public Works Director / City Engineer	\$8,465.60 - \$11,427.87
Recreation, Parks, & Marina Director	\$8,465.60 - \$11,427.87

Effective January 1, 2020 (or closest pay period)

Automatic COLA adjustment based on Consumer Price Index (CPI) as 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; the CPI index will be determined from the annual average index published at the end of the calendar year prior (2018), which is the same CPI used to build the city's budget for FY 19/20. The published CPI (annual average) for 2018, as of January 11, 2019 is 3.9%.

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

Section 04. **WORK SCHEDULES.** A 40.0-hour workweek consisting of five consecutive 8.0 hour days in a seven-day period (hereinafter "5/40"), beginning at 12:00 am on Friday through 11:59 on the following Thursday. All other work schedules shall be considered Alternative Work Schedules.

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

Section 05. **FLSA EXEMPT STATUS.** The City designates the Affected Employees as exempt from overtime for purposes of the Fair Labor Standards Act ("FLSA"). The City shall comply with all applicable state and federal standards, regulations and laws relative to its designations of these employees as exempt for FLSA purposes.

Section 06. **ADVANCEMENT WITHIN SCHEDULE.** An Affected Employee shall be considered for advancement within the steps of the Salary and Wage Schedule set forth above at the discretion of the City Manager. The City Manager shall evaluate all Affected Employees on an annual basis as determined by the initial hire date. If it is determined that an Affected Employee is eligible for an advancement, the effective date of the advancement shall be the first payroll period following the City Manager's approval unless otherwise specified by the City Manager. Advancements within the salary range may be granted, based on merit, if an Affected Employee demonstrates exceptional ability and proficiency in the performance of the employee's duties as determined by the City Manager.

Section 07. **EMPLOYMENT STATUS.** All Affected Employees are deemed to be "at-will" employees serving solely at the pleasure of the City Manager and are subject to dismissal without notice and without cause whatsoever; and without any right of due process hearing, including any so-called "Skelly" pre-disciplinary notice and response or post-termination appeal hearing. Cause shall be defined as malfeasance, misfeasance, misconduct, unethical conduct, illegal conduct, insubordination or any other conduct that the City Council, in its sole discretion, deems to reflect poorly on the City, its employees, or its services. In the event of such voluntary or involuntary termination, the sole and entire right of any Affected Employee shall be to receive compensation, if any, which vested prior to the date of the termination.

ARTICLE III **OTHER COMPENSATION**

Section 01. **LIMITATIONS ON TUITION REIMBURSEMENT.** Upon approval of the City Manager, the City shall reimburse an Affected Employee's costs for required school fees such as tuition, registration fees, and books, subject to the limits set forth in this Article. Other fees such as mileage, activity cards and other optional fees and lab fees shall not be reimbursed. The following rules shall apply for reimbursement:

- A. Courses, degrees and certifications must relate to the Affected Employee's position or be directly related to the employee's potential development with the City.
- B. Pre-approval by the City Manager is required in advance of registering for the course.
- C. Course work taken only at institutions accredited by nationally recognized accrediting agencies that the federal Secretary of Education has determined to be reliable authorities as to the quality of such education or training offered shall be considered for reimbursement. Correspondence courses shall not be eligible. Reimbursement for course work taken at a non-accredited institution shall be subject to the sole discretion of the City Manager.

- D. Affected Employees shall only receive tuition reimbursement if they satisfactorily complete the approved course with a "pass" or grade of "C" or better.
- E. In the event an Affected Employee receives assistance under federal or state government legislation or other student aid program for education charges for an approved course, only the difference, if any, between such assistance and the education charges an employee actually incurs, shall be eligible for reimbursement under this program.
- F. Upon completion of each course, an Affected Employee shall be responsible for reporting grades received to the Personnel Department for recording purposes and for supplying a copy of the grade receipt for the employee's personnel file.

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

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

In no case shall the total amount of tuition reimbursement for individual courses provided to an Affected Employee in a given fiscal year exceed one thousand five hundred dollars (\$1,500). If an Employee leaves City service within two years of receiving educational reimbursement, the Employee must reimburse the City an amount equal to half of the total education reimbursement paid by the City, which may be withheld from the Employee's final pay check.

Section 02. **AUTOMOBILE ALLOWANCE.** Affected Employees shall receive three hundred (\$300) per month in automobile allowance or a take home city vehicle, as determined by the City Manager. This allowance will be in lieu of expense claims for the use of private automobiles on City business. All uses of city vehicles shall be per the city vehicle use policy.

Section 03. **ADVANCED EDUCATION COMPENSATION.** Executive Management Employees that have an advanced degree (Master's degree, doctorate, etc.) that complements their job duties and descriptions or provides benefit to the City, and exceeds the job requirement, will be given a 3% base salary compensation adjustment. This incentive is limited to a maximum of 3% regardless of the number of degrees exceeding the job requirement. An advanced degree required for the position is not eligible for the incentive. This compensation must be approved by the City Manager.

ARTICLE IV **RETIREMENT BENEFITS**

Section 01. **THE PUBLIC EMPLOYEES' PENSION REFORM ACT OF 2013 (PEPRA)** provides that all Employees who are currently participating in a PERS 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.

Section 02. **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, 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".

Section 03. 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, 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".

Section 04. 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.
- 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.

Section 05. 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 PEP RA, the provisions of PEPRA shall take precedence.

Section 06. 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 PEP RA, the provisions of PEPRA shall take precedence.

Section 07. 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.

Section 08. 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.

Section 09. One-Year Final Compensation. The City provides one-year final compensation pursuant to Government Code Section 20042.

Section 10. Sick Leave Conversion. The City provides Credit for Unused Sick Leave pursuant to Government Code Section 20965.

ARTICLE V **VACATION LEAVE**

Section 01. **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 (5) Years of Service, employees shall earn and be credited with Vacation Leave at the rate of 15 workdays (120 hours) per year.
- B. For Years of Service from year Six (6) through Ten (10), employees shall earn and be credited with Vacation Leave at the rate of 20 workdays (160 hours) per year.
- C. Commencing with the Eleventh Year, employees shall earn and be credited with one additional Vacation Leave Day (8 hours) per additional year of service until reaching a maximum of 25 days (200 hours) per year after 15 years of service.

Section 02. **MAXIMUM ACCUMULATION.** Employees with 15 or fewer years of service with the City may accumulate up to a maximum of 280.0 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.

Section 03. **HOLIDAY DURING VACATION.** An Employee is not charged Vacation Leave for a Holiday occurring during his/her Vacation Leave.

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

Section 05. **CONVERSION OF UNUSED VACATION TO CASH.** Employees are allowed to request buyback of a maximum of 40 hours during a fiscal year as long as there remains a minimum of eight (8) hours in employee’s vacation leave after buyback. Moreover, no request for conversion shall be granted unless first approved by the City Manager.

Section 06. **VACATION PAYMENT AT SEPARATION.** Affected Employees who voluntarily or involuntarily separate from employment with the City shall be paid in a lump sum for all accrued vacation leave earned to the effective date of the separation, up to the maximum prescribed in this Article. Payment shall be at the same hourly rate of pay as was authorized for the Affected Employee at the effective date of termination. There shall be no pro-ration of vacation time for partial months of employment.

In the event of the death of an Affected Employee, payment for accrued and unused vacation leave shall be paid to the beneficiary designated by the employee. Such designation shall have been in writing, signed by

the employee and filed with the Personnel Department. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

Payment for accrued and unused vacation leave shall be dispersed at the next regular City payroll, but within thirty (30) days following the final date of employment with the City, except for involuntary separations where payment for accrued vacation leave shall be made on the next regular payroll following the effective date of the separation.

ARTICLE VI **HOLIDAYS**

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

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 review.

Section 02. **HOLIDAY LEAVE BALANCE.** Holiday Leave shall be accumulated separately from Vacation Leave. Holiday Leave may be used for paid leave purposes (essentially in the same manner as Vacation Leave). In order to encourage 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.

ARTICLE VII **OTHER LEAVES**

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

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

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

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

Section 03. **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.

Section 04. **MEDICAL INSURANCE BENEFITS AFTER DEATH WHILE ON DUTY.** Should an affected employee 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 two (2) 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 two (2) years has elapsed, providing that the plan allows for continued participation.

Section 05. **SICK LEAVE CONVERSION TO FUND MEDICAL PREMIUMS.** Upon normal retirement from the City, Employee may convert 25.0 percent of his/her Sick Leave balance 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.

Section 06. **INJURED ON DUTY INSURANCE CONTRIBUTION CONTINUATION.** In the event any Affected Employee who has been employed by the City for a minimum of five (5) years of continuous full-time employment and suffers a work related injury and who is, thereby, absent from work due to such injury the City shall continue to make the insurance contribution then currently being permitted under Section 2 above for a maximum of ninety (90) days. Said contribution shall not extend to deferred compensation payments.

ARTICLE X **WORKERS' COMPENSATION COVERAGE**

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

ARTICLE XI **STATE DISABILITY INSURANCE COVERAGE**

Section 01. **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:

Section 02. **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**

Section 01. **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.

Section 02. **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 3.5% per pay period. The City's match will be contributed to participating Employees on a pay-period basis.

ARTICLE XIII

UNIFORMS AND UNIFORM ALLOWANCES

Section 01. **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:

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



Greg Folsom, City Manager

CONFIDENTIAL EMPLOYEE PROGRAM

Definition:

Confidential Employee - an employee, who in the course of his or her duties, has access to confidential information relating to the City's administration of employer-employee relations. This access may include instances of an occasional but critical nature or due to the employee whose position requires the incumbent to provide direct administrative support to a manager who has such access.

Purpose of the Confidential Employee Compensation Program: For the Confidential Management employees, this program is adopted to promote the development of a stronger, more effective Management Team, not merely for purposes of employer-employee relations but also as a means of recognizing outstanding management performance in all public service areas. These general purposes may be achieved through several means, notably: training, more effective communication among departments, clear identification of goals and objectives, and by relating effective job performance to an incentive program. Also inherent in such a program is the means of retaining good department heads and strengthening the managers (if any) whose effectiveness and performances fall short of reasonable levels of expectation.

For Confidential employees, this program recognizes and rewards performance and ensures that employees who are not fully represented by a union are treated at least equally to represented employees. All rights and benefits of those outside of the At-Will Management/FLSA Exempt category will receive benefits from the labor group their job title falls into.

Employees Covered: Employees covered under this program shall include the following:

- A. At-Will Management/FLSA Exempt (Unrepresented-Confidential) hired prior to the effective date of this Program
 - Administrative Services Director
 - Development Services Director
 - Recreation, Parks, and Marina
 - Director Public Works Director

- B. Confidential. FLSA Exempt (SCMPEA)
 - Deputy (Assistant) City Clerk
 - Senior Management Analyst (Admin Services Department) Accounting & Finance Manager

- C. Confidential. FLSA non-exempt Payroll
 - Technician
 - Human Resources Technician
 - Administrative Assistant to the Police Department

Additional job classes may be added to the Confidential Program from time to time, based upon the creation of additional City departments/divisions, the addition of new positions, or by the reclassification of existing positions to either At-Will Management, Confidential, based upon the nature of the work.

Exempt Status of Employees Covered: Based upon the nature of the work, it is expressly understood that the At-will Management employees covered under this program are exempt from the overtime provisions of the Federal Fair Labor Standards Act. Other positions within Confidential employee groups are evaluated for FLSA coverage on a position-by-position basis.

Confidential Pay Differential: Each Confidential employee will receive a 3% pay differential to be added to the employee's base pay. This 3% pay differential will not be added to the salary range for that job class. If at any time that a currently designated Confidential employee who receives the confidential differential is deemed to be Non-Confidential, the 3% confidential differential will cease at that time. Any employee that has an official Notary Commission and performs these duties in addition to their norm job duties shall be afforded a monthly \$50 allowance, approved by the employee's Department Head.

Application of Compensation Plan: Annual performance evaluations will be completed, and salary adjustments implemented within sixty (60) days after the employee's anniversary date. If a person's anniversary date falls within the first week of a pay period, any increases will then be effective at the beginning of that pay period; if a person's anniversary date falls within the second week of a pay period, any increases will then be effective the pay period following the employee's anniversary date.

Effective Date. The effective date of this Program shall be July 30, 2019.

CITY OF SUISUN CITY



Greg Folsom, City Manager Date 8/5/19