

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

**January 1, 2019  
through  
December 31, 2020**

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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 – 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 II – 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 – 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.



## 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, COPE, 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 deduction(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:

1. Full Name (first, middle, last, suffix)
2. Employee Number
3. Job Classification
4. Job Type (full-time, part-time, per diem, as needed)
5. Pay Rate
6. Pay Status (active, on leave, separated from employment, etc.)
7. 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 disclosing to a third party any contact, biographical, and/or demographic information about the bargaining unit employees.

## ARTICLE VII – 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.

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 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 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 SCEA representative provide derogatory information or advocacy about the other.

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.

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.

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. Such information shall include:

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

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.

- A. Effective December 28, 2018, Exhibit B will reflect a 4% increase to base wages.
- B. 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.
- C. 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 number of bargaining unit members as of February 5, 2019.

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.

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 Pay to the qualified City Employee who picks up the duties of the Employee whose Certification 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.

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%

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.

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.

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.

## **ARTICLE IX – 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. PERS Benefits. 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 (EPMC) will be reported as "Special Compensation".

- 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.

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 X – 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>
1/1/18 through 12/31/18	\$779.86	\$1,559.72	\$2,027.64
1/1/19 through MOU term	\$779.86	\$1,559.72	\$2,027.64

Or the equivalent of the Kaiser Permanente premium cost, whichever is greater.

Should the Kaiser Permanente 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 per month (employee only) and \$575.00 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 XI – WORKERS’ COMPENSATION COVERAGE

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

## ARTICLE XII – 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 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:

<u>Job Class</u>	<u>3/15</u>	<u>9/15</u>
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 with the required uniform components as determined by the Building & Public Works Director 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 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:

- 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.
- 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.

## **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.

- A. 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.
- B. 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	<u>8.0 hours</u>
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	<u>4.0 hours</u>
Total Buyback	24.0 hours

## **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 a 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.*

13. 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 – 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) 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) per year.
- C. 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) per year.
- D. 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) per year.
- 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.

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.

## **ARTICLE XX – 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. 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 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.

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 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.

## **ARTICLE XXII – 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 XX.

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 – FAMILY OR MEDICAL LEAVE**

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

## **ARTICLE XXIV – PREGNANCY DISABILITY LEAVE**

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

**ARTICLE XXV – 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 XXVI – BEREAVEMENT / COMPASSIONATE LEAVE**

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

**ARTICLE XXVII – CATASTROPHIC LEAVE–SHARING PROGRAM**

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

**ARTICLE XXVIII – JURY DUTY**

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

**ARTICLE XXIX – MILITARY LEAVE**

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

**ARTICLE XXX – AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY**

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

**ARTICLE XXXI – UNAUTHORIZED LEAVE OF ABSENCE**

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

**ARTICLE XXXII – PAID ADMINISTRATIVE LEAVE**

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

## **ARTICLE XXXIII – 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 – 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 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) 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 – 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 – 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 – PERFORMANCE EVALUATIONS**

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.

1. 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.
2. Procedure. The Assistant City Manager 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.
3. 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 XL – GRIEVANCE PROCEDURE**

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

## **ARTICLE XLI – DISCIPLINARY ACTION**

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:

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.

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.

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 – 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 – 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 – 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 – LAYOFF AND REEMPLOYMENT**

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

## **ARTICLE XLVI – 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. After addressing Subsections 2.A. above, the Parties will meet and confer about relaxing the restrictions set forth in Section 7 of Article XVII and Section 5 of Article XXXVI as funding becomes available.

## ARTICLE XLVII – 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. 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, or to, the City Manager, the Parties agree to reopen negotiations during the term of this Agreement 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;
  - Possibility to implement the Compensation Report (dated October 16, 2018) within the City's ability to pay.

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 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 Agreement 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. 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.

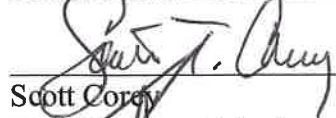
9. Effective Date. The effective date of this Agreement shall be January 1, 2019.

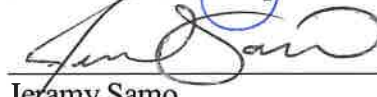
CITY OF SUISUN CITY

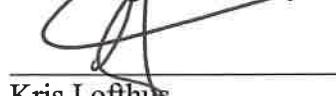
SUISUN CITY EMPLOYEES' ASSOCIATION


  
\_\_\_\_\_  
Joe Dingman, Chief Negotiator  
Administrative Services Director  
Date 2-21-19


  
\_\_\_\_\_  
Andrea Zanetti, Chief Negotiator  
SEIU 1021 Field Representative  
Date 4/10/19


  
\_\_\_\_\_  
Scott Corey  
Sr. Management Analyst  
Date 2/21/19

  
\_\_\_\_\_  
Jeremy Samo  
SCEA President  
Date 2/21/19

  
\_\_\_\_\_  
Kris Lofthus  
Recreation, Parks and Marina Director  
Date 2-21-19

  
\_\_\_\_\_  
John Bryan  
SCEA Vice President  
Date 2/21/19

  
\_\_\_\_\_  
Richard J. Ramirez  
City Manager  
Date 2-25-19

  
\_\_\_\_\_  
Gemma Geluz  
SCEA Negotiating Team Member  
Date 2.21.19

  
\_\_\_\_\_  
John Stead-Mendez  
SEIU 1021 Executive Director, Field and Programs  
Date 4/11/19

**EXHIBIT A: Administrative Directive AD 7 – Personnel Rules & Regulations**