

TA 1/10/19  
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Date: 1/10/19  
Time: \_\_\_\_\_

**REOPENER PROPOSAL**

1/10/19

SC: [Signature]

**ARTICLE XLVII – GENERAL PROVISIONS**

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
  - possibilities to implement the Compensation Report (dated October 16, 2018) within the limitations of 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.

The Union reserves the right to add to, adjust or modify any of its proposals or counter proposals.

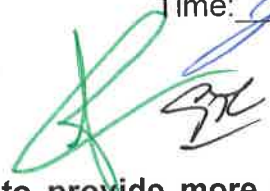
Union Proposal  
Contract Negotiations  
SEIU/SCEA & City of Suisun

TA of  
1/10/19

Date: 1/10/19  
Time: John Brown

**GROWTH POSITIONS -**

**TENTATIVE AGREEMENT**



The Union sees a need and has a desire for the City to provide more growth opportunities for Employees, many of whom have expressed a desire to take on greater responsibilities and expand their service to the City. Therefore, the Union proposes the parties engage in a full and thorough discussion in a Joint Labor Management Committee for the purpose of exploring such growth opportunities.

For the purpose of this topic only, the LMC may have additional participants and subject matter experts, beyond the limit set forth in Article VII. 5 of the MOU.

The Union proposes a Side Letter to memorialize this Agreement.


The Union reserves the right to add to, adjust or modify any of its proposals or counter proposals.

Union Proposal  
Contract Negotiations  
SEIU/SCEA & City of Suisun

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11/19

Date: 11/19  
Time: \_\_\_\_\_

**HEALTH CARE - TENTATIVE AGREEMENT**

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**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 12/31/19	<<<<<< Kaiser Permanente Rate >>>>>>		
<b>1/1/19 through MOU term</b>	<b>\$779.86</b>	<b>\$1,559.72</b>	<b>\$2,027.64</b>

**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 ~~\$300.00 per month~~ **\$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.

~~4. Orthodontic Coverage. Prior to the Open Enrollment period for the 2020 plan year, the City shall offer employer paid orthodontic coverage which provides an annual maximum benefit of \$2000.00 per employee and for each enrolled dependent.~~

**The parties will discuss orthodontic coverage options during the 2019 re-opener.**

The Union reserves the right to add to, adjust or modify any of its proposals or counter proposals.


TA  
1/10/19

Date: 1.10.19  
Time: 2:30pm

**CALL OUT - TENTATIVE AGREEMENT**

sc: 

**ARTICLE XVIII – STANDBY AND CALL-OUT PROCEDURES**

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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 ~~\$25.00~~ **\$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 ~~\$30.00~~ **\$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 Stand By 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 ~~\$190.00~~ **\$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.

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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.

within 30 days of Ratification, City will develop implementation plan. 