

**WAGE PROPOSAL**

TA 1/17/19  
of

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**CITY POSITION:**

City supports a 4% one-time bonus based on base salary as of December 27, 2018 and 4% base salary increase (to take effect on the December 28, 2018 pay period). The 4% one-time bonus will be paid in two installments; one as soon as the labor agreement is finalized, the second will occur on May 17, 2019 (June 7, 2019 paycheck).

January 2, 2020 – 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. As of January 11, 2019 the published annual average rate is 3.9%.

**Union Position**

**One time lump sum payment calculation:**

**\$67,577 total cost divided by the number of bargaining unit employees employed as of 1/1/2019.**

31 employees  
of

Union Proposal  
Contract Negotiations  
SEIU/SCEA & City of Suisun

TA  
1/7/19  
V8

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

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## TERM PROPOSAL

### ARTICLE XLVII – GENERAL PROVISIONS

7. Successor Agreement. This Agreement shall expire on December 31, 2018 **be in full effect from January 1, 2019 through and including December 31, 2020\***. Except as provided Section 4 of this Article, meet and confer negotiations for a successor agreement shall commence no earlier than November 1, 2018. Either Party may serve upon the other its written request to commence negotiations, as well as its initial written proposals for such a successor Agreement **as early as August 1, 2020.** Upon receipt of such written notice and proposals, 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.

*\*This date is contingent upon the economic outcome of these negotiations and may be adjusted accordingly.*

#### **Example of new language:**

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.

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  
1/17/19  
1/17/19

Date: 11-15-18  
Time: 9:17 ~

**DEFERRED COMP PROPOSAL**

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SCEA  
✓

**ARTICLE XIII – LIFE INSURANCE AND DEFERRED COMPENSATION**

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 ~~\$75.00~~ ~~\$118~~ per pay period, or up to \$3068.00 per fiscal year. The City's match will be contributed to participating Employees on a pay-period basis. In the event the City's contribution to the SCMPEA is greater than the amounts listed above during the term of this MOU, the City will increase its contribution to SCEA Employees to that same amount.

\$100.00

\$2600

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

T.A.  
1/17/19  
J.M.

## NEW EMPLOYEE ORIENTATION PROPOSAL

### ARTICLE VII – ACCESS

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 annually 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 disclosure prohibited under Government Code sections 6254.3(c) & 6254.3(a)(3).

*(Explanation: AB 119 requires the City to notify the Union at least 10 days in advance of New Employee Orientation; this is already an area where the Union has shown flexibility in paragraph 2 above. In addition, the law requires the above listed employee information be sent to the Union upon hire and then on a regular basis of no less than every 120 days. The City is currently out of compliance and shares no such information unless the Union makes the request directly. Once the information has been created in the City's system it would be no additional burden to forward the updated information to*

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1/17/19

**DUES AUTHORIZATION PROPOSAL (SB 866)**

*Due to new legislation, the Union proposes replace this entire section with new language below.*

**ARTICLE VI - DUES, FEES 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.

*(Explanation: Much of this proposed language rewords what already occurs, as the City currently honors employee's check-off for Dues, COPE & Assessments. This also brings the parties into compliance with SB 866 regarding dues authorization forms and process, which now must first go through the Union.)*

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

*(Explanation: Currently the City submits dues and data to the Union every 2 weeks. This proposal only expands the existing practice by adding the 3 underlined categories of Job Classification, Job Type and Pay Status. Unless otherwise requested, information is currently sent to the SEIU 1021 Membership Department for processing.)*

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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.

*15542* The City agrees that it will not create a report for a non-exclusive representative requestor that does not already exist. If the City is required by law to furnish a non-exclusive representative requestor with a report, it agrees not to provide it in a malleable electronic format.

*15542* The City shall not permit a non-exclusive representative to access bargaining unit members during working hours or in working areas and non-exclusive representatives are prohibited from soliciting bargaining unit members on the City's property.

*(Explanation: This is proposed new language. It's intended to protect workers from harassment from third parties and notify the Union in the event a third party is attempting to interfere in Union business.)*

~~1. Payroll Deductions. The City will withhold from the pay of all SCEA members and all new Employees hired after the ratification of this contract an amount equal to the SCEA dues. At the sole discretion of the Employee, the withholding will be applied to SCEA dues, a service fee, or as a donation to a non-profit charitable organization from a list approved by the City. Payment of a service fee does not create an obligation for SCEA membership. Such payroll deductions will be made based on a written request signed by the Employee.~~

~~2. Duration. All Employees who are members of the SCEA on the ratification date of this Agreement and all Employees who thereafter become members of the SCEA shall pay dues to the SCEA for the duration of this Agreement unless the Employee chooses to withdraw from SCEA membership during the annual withdrawal period between January 1st and January 15th. During this period, the Employee must present a written request to the SCEA President (or designee) and to the Assistant City Manager.~~

~~3. COPE Deductions. Political Action Fund deductions will be made by the City for active SCEA members who have requested in writing that such deductions be made.  
*(Explanation: Above is the current language we are proposing to strike.)*~~

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

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A 1/17/19  
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Union Proposal  
Contract Negotiations  
SEIU/SCEA & City of Suisun

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1/17/19  
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Date: 1/1/2019  
Time: \_\_\_\_\_

**UNIFORM ALLOWANCE PROPOSAL**

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**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	\$250.00 <b><u>\$450.00</u></b>	\$250.00 <b><u>\$450.00</u></b>
Public Safety Dispatcher I/II	250.00 <b><u>\$450.00</u></b>	250.00 <b><u>\$450.00</u></b>
Community Services Officer I/II	250.00 <b><u>\$450.00</u></b>	250.00 <b><u>\$450.00</u></b>

**The Union proposes to hold our position of the payments occurring 2 times per year, there was no interest in having the payments go into regular paychecks.**

*(Explanation: Lump sum amounts allow a worker to purchase uniforms upon receiving the payment and not have to budget or save up for the purchase. PERS reporting was not a factor)*

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

TA  
8/10/19  
11/10/19

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

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**REOPENER PROPOSAL**

**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

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1/10/19

Date: 1/10/19  
Time: [Signature]

**GROWTH POSITIONS -**

**TENTATIVE AGREEMENT**

[Signature]

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.

*TA of Viola  
12/19*

Date: 12/19  
Time: \_\_\_\_\_

**HEALTH CARE - TENTATIVE AGREEMENT**

*sc: [Signature]*

**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.**

TA 1/10/19

Date: 1-10-19  
Time: 2:30pm

CALL OUT - TENTATIVE AGREEMENT

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TA  
Union

ARTICLE XVIII – STANDBY AND CALL-OUT PROCEDURES

1-10-19

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.

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

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.