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Resolution No. 2023-85  
Adopted June 27, 2023

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

**July 1, 2023  
through  
June 30, 2025**

Tentative Agreement Approved by City Council June 27, 2023  
MOU Approved by City Council June 27, 2023

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

**INTRODUCTION**

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-Miliias-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 1                      RECOGNITION**

**1.        Job Classes Represented.**

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

**Represented Job Classes**

Account Clerk I  
Account Clerk II  
Account Clerk III  
Accounting Technician  
Administrative Assistant I

Administrative Assistant II  
Building Maintenance Worker I  
Building Maintenance Worker II  
Building Inspector I  
Building Inspector II  
Community Services Officer I  
Community Services Officer II  
Computer Technician  
Fleet Mechanic  
Housing Specialist I  
Housing Specialist II  
Human Resources Technician (C)  
Maintenance Worker I  
Maintenance Worker II  
Office Assistant  
Permit Technician I  
Permit Technician II  
Police Evidence and Property Technician I  
Police Evidence and Property Technician II  
Public Works Inspector  
Recreation Program Administrative Coordinator  
Recreation Coordinator  
Senior Maintenance Worker  
Youth Services Specialist

2. Human Resources Technician.

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

3. Future Additional Job Class Determination.

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

4. Temporary/Limited-Service Positions.

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

5. Classification Study.

The City will conduct a classification study of the two represented employees in the Administrative Assistant II classification, as of June 30, 2023. The City agrees to meet and confer with the Association on implementation of the results of the studies.

**ARTICLE 2                      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 3                      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 4                      PERSONNEL RULES AND REGULATIONS**

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

### **ARTICLE 5                      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 6

## ASSOCIATION 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 City.

### 3. Shop Stewards.

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

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

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

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

- 1) SCEA shall reimburse the City for all compensation paid to the employee on leave. Reimbursement by SCEA shall be made on or before thirty (30) days after receipt of the City's certification of payment of compensation to the employee.
- 2) At the conclusion or termination of leave granted under this section, the employee shall have a right of reinstatement to the same position and work location held prior

to the leave, or, if not feasible, a substantially similar position without loss of seniority, rank, or classification.

- 3) SCEA has no obligation to use leave under this section for an employee and may terminate that leave at any time, for any reason. The City reserves the right to recall any employee on leave pursuant to these sections due to an emergency.
- C. Compensation for release time under this provision shall not exceed the employee Stewards' standard schedule of hours per day and shall not include compensation for overtime. Compensation shall include retirement fund contributions required of the City as an employer. The employee shall earn full-service credit during the leave of absence and shall pay his or her member contributions. The leave of absence without loss of compensation or other benefits provided for by this section is in addition to the release time without loss of compensation or other benefits granted to representatives of SCEA under applicable laws or this MOU.
- D. Pursuant to Government Code sections 3505.3 and 3558.5, for leave requests for three consecutive days or less, SCEA shall submit a written request to the employee Steward's Department Head at least seven (7) days in advance of the requested leave of absence. For leave requests of greater than three consecutive days, SCEA shall submit their written request at least thirty (30) calendar days in advance of the requested leave of absence. The written request shall include the purpose, dates, and duration of the requested leave.
- E. A request for leave of absence may be granted on a full-time, part-time, periodic, or intermittent basis and will be approved if it does not substantially interfere with the performance of City services and operations. If leave is denied, the Department Head shall provide SCEA with written notification of the reasons why the requested leave is denied. If granting the requested leave would create an operational hardship for the City, the parties agree to meet and confer regarding the requested leave in order to identify mutually acceptable alternative dates or amount of leave.
- F. SCEA or the employee shall be required to execute any payroll forms, certifications of time, or other documents as required by the City to ensure that the time reporting is accurate and that the employee is performing the duties of a steward or officer or representative of SCEA during all reported working hours.
- G. The City shall not be liable for an act or omission of, or an injury suffered by, an employee of the City if that act, omission, or injury occurs during the course and scope of the employee's leave under this section to work for SCEA. If the City is held liable for such an act, omission, or injury, SCEA shall indemnify and hold harmless the City.

4. Release Time.

The City may grant a total of sixteen (16) hours of paid time for the president and two stewards to attend training scheduled during the Employee's normal working hours. Those hours may be split

among the three 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 Department Head and Human Resources 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 thirty-two (32) hours.

5. Labor/Management Committee.

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

6. Employee Orientation & Contact Information.

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

- A. The City will provide SCEA Chapter President and SEIU Field Representative notice of a pending New Employee Orientation within one (1) business day of the execution of an employment offer letter.
- B. One (1) SCEA representative, officer, steward, or member will be provided an opportunity for a 15-minute private session with the new Employee during the New Employee Orientation. SCEA may provide written information to be included with the orientation materials, in lieu of such a private session. Two (2) business days prior to the New Employee Orientation, SCEA will provide Human Resources the name and the contact information of its participating representative. The City and SCEA will mutually agree to a suitable time during the New Employee Orientation for SCEA's private meeting with the new Employee. Such private meeting will occur at the same location as the New Employee Orientation.
- C. Within 30 days of hire, and annually thereafter, the City will provide SCEA with Employee contact information, including name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses on file with the City, and home address, in electronic format as required by State law for all represented Employees.

- D. The City also agrees to provide SCEA with a list of the foregoing information for all bargaining unit employees at least once every one hundred and twenty (120) days unless otherwise agreed to in writing.
- E. Notwithstanding the foregoing, the City will not make any disclosures prohibited under Government Code sections 6254.3(a)(3) and 6254.3(c) pertaining to police employees and employee privacy requests (except, with respect to personal email addresses, as may be necessary to comply with the California Public Records Act).

7. Dues Deduction.

SCEA, as the recognized majority and/or exclusive employee organization requests that the City deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by SCEA, from the wages and salaries of SCEA members. SCEA hereby certifies that SCEA has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. Accordingly, SCEA membership dues shall be deducted over 26 pay periods in accordance with the City procedures and provisions of applicable law from the salary of each employee whose name is provided by SCEA. Such deduction shall be made only when the SCEA member's earnings for the subject pay period are sufficient after other legally required deductions are made.

- A. Remittance of the aggregate amount of all such monies shall be made by the City to SCEA at the conclusion of each payroll period in which said dues were deducted. Any changes in SCEA dues must be given to the City a minimum of thirty (30) days prior to the change to accommodate changes to payroll.
- B. SCEA shall have a duty to defend and shall indemnify and hold harmless the City against any liability arising from a claim, demand, or other action relating to any SCEA requested deduction, or any provision or obligation set forth in this Article. The City reserves the right to select its own counsel for its defense hereunder at the SCEA's expense.

**ARTICLE 7                      COMPENSATION**

1. Salaries.

- A. Effective the first pay period following City Council adoption of the successor memorandum of understanding (MOU) or the first pay period following 7/1/2023, whichever is later, the base wage rates set forth in the City-wide Salary Schedule shall be adjusted as follows:

Job Class	Monthly Salary Prior to the Base Wage Adjustments Effective 5/26/2023	Base Wage Increase Effective 5/26/2023	Approx. % of Base Wage Increase Eff. 5/26/2023	Approx. Monthly Salary Eff. 5/26/2023	Approx. Proposed Wage Adjustment (Rounded 3 decimal points)	Approx. New Monthly Top Step	Approx. Total % Change
Account Clerk I	\$3,907	\$2/hour	8.9%	\$4,253	17.622%	\$5,003	28.0%
Account Clerk II*	\$4,298	\$2/hour	8.1%	\$4,645	18.484%	\$5,503	28.0%
Account Clerk III	\$4,727	\$2/hour	7.3%	\$5,073	19.313%	\$6,053	28.1%
Accounting Technician	\$5,275	\$2/hour	6.6%	\$5,622	17.466%	\$6,604	25.2%
Administrative Assistant I	\$5,074	\$2/hour	6.8%	\$5,421	-1.541%	\$5,337	5.2%
Administrative Assistant II*	\$5,432	\$2/hour	6.4%	\$5,779	1.596%	\$5,871	8.1%
Building Inspector I	\$6,095	\$2/hour	5.7%	\$6,442	-3.102%	\$6,242	2.4%
Building Inspector II*	\$6,703	\$2/hour	5.2%	\$7,049	-2.596%	\$6,866	2.4%
Building Maintenance Worker I	\$4,498	\$2/hour	7.7%	\$4,844	5.281%	\$5,100	13.4%
Building Maintenance Worker II*	\$4,947	\$2/hour	7.0%	\$5,294	5.979%	\$5,610	13.4%
Code Enforcement Officer I	\$5,432	\$2/hour	6.4%	\$5,779	3.096%	\$5,958	9.7%
Code Enforcement Officer II*	\$5,702	\$2/hour	6.1%	\$6,048	8.346%	\$6,553	14.9%
Community Services Officer I	\$4,451	\$2/hour	7.8%	\$4,797	10.720%	\$5,311	19.3%
Community Services Officer II*	\$4,898	\$2/hour	7.1%	\$5,244	11.407%	\$5,843	19.3%
Computer Technician*	\$7,046	\$2/hour	4.9%	\$7,392	0.000%	\$7,392	4.9%
Fleet Mechanic*	\$5,193	\$2/hour	6.7%	\$5,540	-2.013%	\$5,428	4.5%
Housing Specialist I	\$5,432	\$2/hour	6.4%	\$5,779	1.282%	\$5,853	7.7%
Housing Specialist II*	\$5,702	\$2/hour	6.1%	\$6,048	6.440%	\$6,438	12.9%
Human Resources Technician I	\$5,976	\$2/hour	5.8%	\$6,323	4.445%	\$6,604	10.5%
Maintenance Worker I	\$4,498	\$2/hour	7.7%	\$4,844	18.138%	\$5,723	27.2%
Maintenance Worker II*	\$4,947	\$2/hour	7.0%	\$5,294	18.921%	\$6,295	27.3%
Office Assistant	\$4,245	\$2/hour	8.2%	\$4,592	6.545%	\$4,892	15.3%
Permit Technician I	n/a	n/a	n/a	n/a	n/a	\$5,791	n/a
Permit Technician II	\$5,976	\$2/hour	5.8%	\$6,323	0.744%	\$6,370	6.6%
Police Evidence and Property Technician I	\$4,451	\$2/hour	7.8%	\$4,797	10.720%	\$5,311	19.3%
Police Evidence and Property Technician II*	\$4,898	\$2/hour	7.1%	\$5,244	11.407%	\$5,843	19.3%
Public Works Inspector*	\$6,781	\$2/hour	5.1%	\$7,128	0.188%	\$7,141	5.3%
Recreation Coordinator	\$5,295	\$2/hour	6.6%	\$5,642	2.251%	\$5,769	9.0%
Senior Building Inspector	\$8,282	\$2/hour	4.2%	\$8,628	-4.507%	\$8,240	-0.5%
Senior Maintenance Worker	\$5,193	\$2/hour	6.7%	\$5,540	25.000%	\$6,925	33.4%
Youth Services Specialist	\$6,253	\$2/hour	5.5%	\$6,600	10.656%	\$7,303	16.8%

- B. The base wage increases provided effective 5/26/2023 to the employee's position within the range decreased the differential between steps to less than five (5%) percent as was identified by the alpha numerical salary ranges established for the following classifications:



Account Clerk I, Administrative Assistant II, Building Maintenance Worker I, Code Enforcement Officer II, Community Services Officer I, Computer Technician, Maintenance Worker I, Maintenance Worker II, Police Evidence and Property Technician II. The alpha salary range will be eliminated once the proposed base wage adjustments for the successor MOU are implemented. The affected employees in the alpha numeric ranges will be transitioned to the base numerical range assigned to their classification and will maintain their current step placement within the range, with the exception of the current incumbent in the Computer Technician classification, who shall advance one pay step to avoid a negative salary adjustment as a result of implementing this provision. This shall not affect the incumbent Computer Technician's anniversary date or future eligibility for merit increases.

- C. Effective the last full pay period of June 2025, represented employees shall receive a two-point five (2.5%) percent Cost of Living Adjustment (COLA), condition precedent on if the City's actual revenue for Fiscal Year 2023/24 exceed budgeted revenues for Fiscal Year 2023/24 by at least three (3%) percent.

2. Incentive Pay.

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

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

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

<u>Department</u>	<u>Job Class</u>	<u>Number</u>	<u>Amount</u>
Public Works	Certified Arborist	1	5%
	Certified Heavy Equipment Operator/	5	5%
	Class A Driver		

<u>Department</u>	<u>Job Class</u>	<u>Number</u>	<u>Amount</u>
All Employees Covered by Agreement for an AA Degree or Higher			3%

3. Bilingual Pay.

An Employee fluent in Spanish, Tagalog or another 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 \$50.00 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 nine (9) on a scale of twelve (12). A certified Employee shall request Bilingual Incentive Pay on a form approved by the City Manager. Employees may be required to recertify bilingual proficiency at least once every two years. Employees requesting bilingual pay may not take the bilingual proficiency exam more than twice in a year, after a 90-day waiting period.

4. Notary Pay.

Any employee that possesses an official Notary Commission and is required to perform these duties in addition to their normal job duties shall be afforded a monthly \$50.00 allowance, approved by the employee's Department Head. The City will provide the cost of training, certification, recertification, bond, insurance and recording with the County Recorder of the Notary Commission for any employees required to obtain and maintain an official Notary Commission.

5. Acting Pay.

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

- A. Employees must qualify to receive Acting Pay when assigned in writing to act in a higher job class to perform substantially the full range of duties and responsibilities of the higher job class for a minimum period of two weeks.
- B. Employees who are assigned 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 when they are assigned to act in the higher job class for a minimum of two consecutive weeks, retroactive to the first day of the assignment, while performing substantially the full range of duties and responsibilities of the higher job class.
- C. In order to receive Acting Pay, there must exist a budgeted position, the assignment must be made in writing, and 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. Exceptions to meeting the minimum qualifications of the higher job class may be made on a case-by-case basis, depending on the operational need, with concurrence between the department head and Human Resource, subject to City Manager approval.

D. 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.

6. Confidential Pay.

Currently, the incumbent in the Accounting Tech (assigned to payroll), hired prior to July 30, 2019, receives a 3% pay differential to be added to the employee's base pay. The Confidential Pay Program will end once the current incumbent vacates the position.

7. Miscellaneous Employee Longevity Pay.

A. Effective the first pay period following City Council adoption of the successor Memorandum of Understanding (MOU) or the first pay period following 7/1/2023, whichever is later, upon the completion of ten (10) years of continuous full-time City service, represented employees shall be entitled to a two (2%) percent increase in compensation; employees who complete fifteen (15) years of continuous full time service shall be entitled to an additional two (2%) percent increase in compensation (for a total of four (4%) percent).

B. Effective the first pay period in July 2024, upon the completion of five (5) years of continuous full-time City service, represented employees shall be entitled to a two (2%) percent increase in compensation; employees who complete ten (10) years of continuous full-time City service, represented employees shall be entitled to two (2%) percent increase in compensation; employees who complete fifteen (15) years of continuous full-time service shall be entitled to an additional two (2%) percent increase in compensation (for a total of six (6%) percent).

8. Biohazard/Homeless Encampment Cleanup Pay.

Employees who are assigned to perform homeless encampment cleanup shall receive additional pay due to potential biohazard exposure, including but not limited to urine, feces, blood and hypodermic needles. Employees will receive one and a half (1.5%) percent of base salary for actual time spent performing homeless encampment cleanup.

**ARTICLE 8                      HOURS OF WORK**

1. Attendance.

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

2. Work Schedules.

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

- A. A 40.0-hour workweek consisting of five consecutive 8.0-hour days in a seven-day period (hereinafter "5/40"), beginning at noon on Friday through noon on the following Friday. All other work schedules shall be considered Alternative Work Schedules.
- B. An Alternative Work Schedule, such as four consecutive 10.0-hour days in a seven-day period beginning at noon on Friday through noon on the following Friday (hereinafter "4/10"), or nine workdays totaling 80 hours during a fourteen-day period beginning at noon on Friday through noon on the following Friday (hereinafter "9/80"), or any other configuration approved by the Department Head and City Manager. Assignment to an Alternative Work Schedule is subject to Department Head recommendation and City Manager approval and shall not be considered permanent. At such time as the Department Head and City Manager determine that the schedule does not meet departmental needs, the Employee shall be reassigned to another work schedule.
- C. Employees shall not be scheduled to work more than seven consecutive days without two scheduled days off, except in emergency situations.
- D. Employees assigned to an Alternative Work Schedule may have the start of the workweek changed in accordance with the requirements set forth in the Fair Labor Standards Act.
- E. Employees may temporarily flex their schedules with the prior approval of their Department Head, so long as the new schedule meets the City's needs and the Employee works a full schedule or makes up the shortfall with paid leave.
- F. All paid leave (Sick Leave, Vacation Leave, Holiday Leave, and CTO) shall be charged to the Employee's paid leave balance(s) for all hours not worked up to the scheduled hours for that day(s). For example, if an Administrative Assistant is off sick on a 9.0-hour day, that Employee's Sick Leave balance would be reduced by 9.0 hours for that absence. Similarly, if a Holiday falls on a nine (9)-hour Workday, the Employee would receive eight (8) hours of Holiday Time Off and the balance of one (1) 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 9 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 forty (40) hours in a workweek or eight (8) hours in a day, that was approved in advance by the Department Head (except emergency Overtime associated with a Call Out), shall be paid at one and one-half times the Employee's regular pay.

2. Alternative Work Schedules.

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

3. Employee-Requested Flextime.

In the event of pre-approved, Employee-requested flextime, Employees shall not be eligible for Overtime until they have worked a full scheduled workweek.

4. Paid Leave Considered Hours Worked.

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

5. Overtime Credited as CTO.

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

- A. Under five years of City service: 80.0 hours;
- B. Five to under ten years of City service: 90.0 hours;
- C. Ten to under 15 years of City service: 100.0 hours;
- D. 15 years and over of City service: 120.0 hours;
- E. Any Overtime worked in excess of these limits shall be compensated on a paid basis.

6. Above CTO Limit.

If an Employee is at or above the CTO limit, he/she will prospectively only get paid Overtime (as opposed to CTO) for Overtime worked. Once the CTO balance has been reduced by forty (40) hours below the limit, an Employee will again be allowed to accrue CTO as opposed to receiving Overtime pay. Upon separation of service, an Employee is entitled to receive the cash value of all accrued CTO.



7. CTO Cash-Out.

Employees are allowed to cash-out a maximum of sixty (60) hours of CTO each January. The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each Employee's current CTO balance. Employees may make an irrevocable request for the upcoming calendar year January cash-out of accrued CTO by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form which must be in the calendar year preceding the January cash-out. With the exception of the November election, Employees may not elect cash-out of accrued CTO except upon leaving City Service. No CTO cash-out election will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.

8. Restoring Leave Caps.

The parties agree that the previous contractually agreed upon leave caps shall be restored effective October 1, 2023. In order to effectuate this intent, the parties agree that the City will buy down any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2023. The parties agree that employees will then have ninety (90) days, until October 1, 2023, to maintain and/or reduce their leave accruals below the contractual leave caps at which time employees will longer be allowed to exceed the leave caps. Those who are still over the cap on or after October 1, 2023, shall not accrue any more leave time until they bring their accrual balance below the leave cap and shall not be allowed to accrue over the cap from thereon. The parties understand that after buying down the excess accrued leave to the leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the ninety (90) day period to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the hard cap is imposed.

**ARTICLE 10                      ELIGIBLE PAID LEAVE CASH-OUT**

As an alternative to CTO Cash-Out, employees are allowed to elect to cash-out a maximum of sixty (60) hours of Eligible Paid Leave in November of the calendar year preceding such cash-out. The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each Employee's current Eligible Paid Leave balances. Employees may make an irrevocable request for the upcoming calendar year to cash-out accrued Eligible Paid Leave by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form which must be in the calendar year preceding the cash-out. With the exception of the November cash-out election, Employees may not cash out Eligible Paid Leave except upon leaving City Service. No Eligible Paid Leave cash-out will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons. With respect to this Section, Eligible Paid Leave includes CTO, Holiday Leave, and/or Vacation Leave (in that order of usage). Employees may not cash-out both CTO and Eligible Paid Leave in the same year.

## ARTICLE 11

## 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. Public Works Maintenance Division.

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 two (2) hours of Standby Pay per day at the employee's regular rate of pay.

- A. 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 four (4) hours of Standby Pay per day at the employee's regular rate of pay.
- B. Those Employees scheduled for Holiday Standby (from 12.00am to 11.59pm on recognized City Holiday) will receive six (6) hours of Standby Pay per day at one and one half (1-1/2) times the employee's regular rate of pay.
- C. In the event of a Call Out, the Employee shall be paid for a minimum of two (2) 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 two (2) 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.

- H. 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.
- I. 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.
- J. 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 two (2) hours of time at one point five (1.5) times their hourly rate of or receive equivalent CTO, at the Employee's option.

Example: Call Out begins at 11:30pm and ends at 1:30am, Employee receives two (2) hours of pay at one point five (1.5) times their hourly rate.

- K. Employees who live within fifteen (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.

2. Information Technology Division.

The following procedures shall apply exclusively to Standby and Call-Out assignments for the Computer Technician assigned to the Information Technology Division, where all covered Employees may be required to make themselves available for a proportionate share of weekend Standby duty:

- A. 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 four (4) hours of Standby Pay per day at the employee's regular rate of pay.
- B. Those Employees scheduled for Holiday Standby (from 12.00 am to 11.59 pm on recognized City Holiday) will receive six (6) hours of Standby Pay per day at one and one half (1-1/2) times the employee's regular rate of pay.
- C. In the event of a Call Out, the Employee shall be paid for a minimum of two (2) 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 two (2) 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.

- D. 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 phone, as specified by departmental policy, and to respond to the phone call and arrive at the worksite in accordance with departmental policy.
- E. 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.
- F. 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.
- G. Employees may request that their supervisor consider trading or rescheduling their Standby Duty assignment. The supervisor shall retain the option of releasing the Employee from the scheduled Standby Duty assignment.
- H. 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 two (2) hours of time at one point five (1.5) times their hourly rate of or receive equivalent CTO, at the Employee’s option.

Example: Call Out begins at 11:30pm and ends at 1:30am, Employee receives two (2) hours of pay at one point five (1.5) times their hourly rate.

## **ARTICLE 12                      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 twenty-six (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 eighty (80) hours for those working 40.0 hours per week or a 9/80 schedule per pay period per year.
- B.        Commencing with the Sixth Year. Employees shall earn and be credited with Vacation Leave at the rate of one hundred and twenty (120) hours for those working forty (40) hours per week or a 9/80 schedule per pay period per year.

C. Commencing with the Eleventh Year. Employees shall earn and be credited with Vacation Leave at the rate of one hundred and sixty (160) hours for those working forty (40) hours per week or a 9/80 schedule per pay period per year.

D. Commencing with the Sixteenth Year. Employees shall earn and be credited with Vacation Leave at the rate one hundred and eighty-four (184) hours for those working forty (40) hours per week or a 9/80 schedule per pay period per year.

2. Maximum Accumulation.

Employees with fifteen (15) or fewer years of service with the City may accumulate up to a maximum of two hundred and forty (240) hours of Vacation Leave. Employees with over fifteen (15) years of service with the City may accumulate up to a maximum of three hundred and twenty (320) hours of Vacation Leave. Under exceptional circumstances, such as heavy workloads or staffing shortages, the City Manager may authorize the accumulation of additional Vacation Leave. If an Employee is at the limit, he/she must request to take Vacation Leave off. If a written request to do so is disapproved, the limit may be increased by the City Manager. Failure to request time off will result in stopping the accrual of Vacation Leave until the balance is reduced by 40 hours.

3. Vacation Leave Cash-Out.

Employees may not cash out Vacation Leave except as authorized annually under Eligible paid Leave Cash-Out or upon leaving City Service.

4. Holiday During Vacation.

An Employee will not be charged 8.0 hours of Vacation Leave for a Holiday that occurs during his/her Vacation Leave.

5. Illness During Vacation.

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

6. Separation From Service.

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

7. Upon Death.

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

8. Restoring Leave Caps.

The parties agree that the previous contractually agreed upon leave caps shall be restored effective October 1, 2023. In order to effectuate this intent, the parties agree that the City will



buy down any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2023. The parties agree that employees will then have ninety (90) days, until October 1, 2023, to maintain and/or reduce their leave accruals below the contractual leave caps at which time employees will longer be allowed to exceed the leave caps. Those who are still over the cap on or after October 1, 2023, shall not accrue any more leave time until they bring their accrual balance below the leave cap and shall not be allowed to accrue over the cap from thereon. The parties understand that after buying down the excess accrued leave to the leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the ninety (90) day period to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the hard cap is imposed.

## **ARTICLE 13                      UNIFORMS AND UNIFORM ALLOWANCES**

### **1.        Uniform Allowances.**

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

<u>Job Class</u>	<u>Total</u>
Community Services Officer I/II	\$900.00
Police Evidence and Property Technician I/II	\$900.00

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

### **2.        Other Uniforms.**

During the term of this Agreement, the City shall continue to supply Maintenance Workers and Building Maintenance Workers with the required uniform components as determined by the Public Works Director in a written departmental policy. The Administrative Assistant I/II assigned to the Fire Department will receive required uniform components as determined by the Fire Chief in a written departmental policy. The Administrative Assistant I/II assigned to the Police Department will receive required uniform components as determined by the Police Chief in a written departmental policy.

### **3.        Work Boots.**

The City shall provide an annual boot allowance of two hundred and fifty dollars (\$250.00) to be used toward the purchase and maintenance of safety boots to employees in the following classifications who are required to wear safety boots as a condition of employment:

Building Maintenance Worker I/II	Maintenance Worker I/II
Code Enforcement Officer I/II	Senior Maintenance Worker

A.        The boot allowance will be issued in the first pay period in July of each year.

B. 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.

C. If the work boots should become damaged or worn out before the next July, the City may approve the payment of up to two hundred and fifty dollars (\$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.

5. Prescription Safety Glasses.

Employees required to wear safety glasses will be eligible for up to three hundred dollars (\$300.00) reimbursement each fiscal year, if required to wear prescription safety glasses. Employees must submit a receipt with their request for reimbursement.

## **ARTICLE 14 RETIREMENT BENEFITS**

1. Classic Miscellaneous Employee Benefits.

Except as provided in Section 2 of this Article, retirement benefits for represented Employees shall be as provided below:

A. CalPERS Benefits. The City agrees to provide the two (2%) percent at fifty-five (55) CalPERS Retirement Plan, including the 1959 Survivor's Benefit Level 3, for Miscellaneous Employees. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS.

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

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

D. All miscellaneous employees covered by this Tentative Agreement and the successor MOU will receive an increase to their base hourly rate of 7.5 percent in exchange for Classic

miscellaneous employees paying the full employee contribution along with PEPRAs employees as soon as practicable after CalPERS approval of the EPMC change.

2. PEPRA New Employees.

The City agrees to provide 2.0% at 62 PERS Retirement Plan for Public Employees' Pension Reform Act of 2013 (PEPRA) New Miscellaneous Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPRA, no EPMC is available. Should any provision in this Agreement be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

**ARTICLE 15 MEDICAL & DENTAL INSURANCE**

1. Core Flex Plan.

The City will contribute a Core Flex Plan amount equivalent to the Kaiser Permanente Region 1 Premium for Employee, Employee plus one, and Employee plus Family, toward the monthly premium cost.

Should the health plan premium cost, selected by the employee, be less than the Kaiser Permanente Region 1 premium, the City shall pay no more than the full cost of the Kaiser Permanente rate, with the difference between the cost of the selected health plan premium and the maximum provided by the city eligible to be applied toward the cost of vision and dental premiums.

2. Flexible Benefit Options.

The City agrees to provide a five hundred dollar (\$500.00) per month (employee only) and seven hundred dollar (\$700.00) per month (employee plus one or more dependents) as a Flexible Benefit Credit that may be used in lieu of the Core Flex Plan enrollment per Section 1 of this Article. The Flexible Benefit Credit may be divided among Dental and Vision Premiums, Flexible Spending Accounts, and Taxable Cash Option. An Employee choosing the Flexible Benefit Options must establish eligibility by providing verification of enrollment in a group health plan and must reestablish eligibility annually for continued enrollment in the Flexible Benefit Options during each Open Enrollment Period established by the City.

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 or enrollment in a Dental and/or Vision Plan.

**ARTICLE 16 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 sixty-five (65), per the policy's schedule of benefits.

2. 457 Deferred Compensation Plan.

The City agrees to provide a 457 Deferred Compensation Plan as an optional benefit to City Employees. The City will match the Employee's contribution up to one hundred dollars (\$100.00) per pay period, or up to twenty-six hundred dollars (\$2,600.00) 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 one hundred dollars (\$100.00), not to exceed the twenty-six hundred dollar (\$2,600.00) fiscal year maximum.

**ARTICLE 17 SUPPLEMENTAL INSURANCE**

The City has contracted with Colonial for voluntary supplemental insurance benefits which will be administered by City payroll deductions. It shall be agreed that the City may choose different supplemental insurance providers from time to time as needed to provide such voluntary benefits in the best interests of the City.

**ARTICLE 18 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 19 WORKERS' COMPENSATION COVERAGE**

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

**ARTICLE 20 STATE DISABILITY INSURANCE COVERAGE**

1. State Disability Insurance.

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

2. Payment of SDI Premiums.

SDI premiums shall be paid in full by all participating Employees.

**ARTICLE 21 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, at least a thirty (30) hour or greater workweek.
- 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 and life 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 at least a thirty (30) hour or greater workweek, exclusive of Overtime.

3. Non-Payroll Status.

- A. Any Employee off work on SDI who has exhausted his/her benefits under FMLA, CFRA, or PDL, and who has insufficient accrued paid leave balances to create the equivalent of at least a thirty (30) hour or greater workweek, 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 (Vacation, Sick and Holiday), and the City will no longer contribute the City's share of health insurance premiums on the Employee's behalf. The City will continue to contribute life insurance premiums for employees in a non-payroll status.
- B. An Employee off work on Workers' Compensation, and who has insufficient accrued paid leave balances to create the equivalent of at least a thirty (30) hour or greater workweek, 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. The City will continue to contribute life insurance premiums for employees in a non-payroll status.

- C. Employees contributing to the 457 Deferred Compensation plan, and who are off work on Workers' Compensation/SDI, will have all contributions to the deferred compensation plan stopped during the time on leave unless they are integrating sufficient accrued paid leave to cover the full amount of the requested deferred compensation plan contribution. Workers' Compensation/SDI benefits are non-taxable benefits, therefore shall not be used toward 457 plan contributions.

## **ARTICLE 22                      WORKERS' COMP/SDI MEDICAL LEAVE**

### **1.        Employee Options Regarding SDI Medical Leave.**

There are three 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, in this order, 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 their Request for Leave (RFL) whether the Employee is integrating Sick Leave, and other leave accruals, with SDI benefits.
- C.        Option 3: Employees who apply for disability insurance, may provide the City with the supplemental benefits received by SDI, to be credited to a disability leave accrual account, which the City will then reissue to the Employee through payroll, enabling the Employee to remain on payroll status, so long as they are integrating accrued leave to create at least a thirty (30) hour or greater workweek, exclusive of Overtime.
- D.        The amount of supplement for any hour of any normal Workday shall not exceed the difference between one hundred (100%) 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 one hundred (100%) percent of their normal pay, exclusive of Overtime.

### **3.        How a Supplement is Treated.**

The Employee shall receive up to one hundred (100%) percent of their gross salary rate including any regular hours worked and leave accruals to cover time off (Sick Leave, Vacation, CTO and/or Holiday Leave) 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 up to one

hundred (100%) percent of Employee's gross salary rate when combining the supplemental amount provided by Workers' Comp/SDI with integrated leave.

4. Paid Leave Accrual.

An Employee shall earn Sick Leave, Vacation Leave, and Holiday 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 including for seniority and merit step increases during such a period, as long as the Employee is in a Payroll Status with the City. Retirement service credit is determined by CalPERS.

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 23                      SICK LEAVE**

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

**ARTICLE 24                      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 25                      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 Nineteenth day of June, Juneteenth.  
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.  
The employee's birthday.  
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.

- A. 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.
- B. If the employee's birthday occurs on a regular day off, the employee must schedule a day off with supervisor approval within thirty days before or after the employee's birthday.

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 one hundred (100) hours is allowed to accrue in that balance. Employees may not cash out Holiday Leave except as authorized annually under Eligible Paid Leave Cash Out or upon leaving City service. If an Employee is at the limit, he/she must request to take Holiday Leave off. If a written request to do so is disapproved, the limit shall be increased by the City Manager. Failure to request time off would result in discontinuing the accrual of Holiday Leave until the balance is reduced by twenty (20) hours.

6. Restoring Leave Caps.

The parties agree that the previous contractually agreed upon leave caps shall be restored effective October 1, 2023. In order to effectuate this intent, the parties agree that the City will buy down any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2023. The parties agree that employees will then have ninety (90) days, until October 1, 2023, to maintain and/or reduce their leave accruals below the contractual leave caps at which time employees will longer be allowed to exceed the leave caps. Those who are still over the cap on or after October 1, 2023, shall not accrue any more leave time until they bring their accrual balance below the leave cap and shall not be allowed to accrue over the cap from thereon. The parties understand that after buying down the excess accrued leave to the leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the ninety (90) day period to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the hard cap is imposed.

**ARTICLE 26**

**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 their job skills. A course of study may include courses needed to gain a degree in a job-related field or to improve opportunities for advancement or Promotion with the City of Suisun City. If the Employee's Department Head will not recommend reimbursement for a course of study, the Employee may appeal to the City Manager or designee.

2. Reimbursement.

Employees are eligible for educational reimbursement for approved classes, including tuition and books, which shall not exceed one thousand dollars (\$1,000.00) per Employee per year. Upon

successful completion of the coursework, the Employee shall submit to the Department Head and HR copies of dated receipts showing education costs (tuition, books, materials, mileage), as well as transcripts, grades or certificates showing successful course completion. If an Employee leaves City service within two years of receiving education reimbursement, the Employee must reimburse the City an amount equal to half of the total of education reimbursement paid by the City.

## **ARTICLE 27                      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 28                      PERFORMANCE EVALUATIONS**

### **1.        Annual Performance Evaluation.**

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

### **2.        Purpose.**

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

### **3        Procedure.**

The Human Resources Unit shall approve the format for performance evaluations, which may vary by department, Position, or Employee's responsibilities. The Employee's Department Head or designee will provide a written evaluation of the Employee's performance in a variety of skill or performance areas.

### **4        Merit Increases.**

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

## **ARTICLE 29                      GRIEVANCE PROCEDURE**

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

## **ARTICLE 30**

### **DISCIPLINARY ACTION**

1. Rules regarding the Disciplinary Action are set forth in Chapter 12 of the Personnel Rules. Section 12.8.2 of these Rules is hereby replaced with the following:
2. The Hearing Officer may be an arbitrator, a neutral third party, or a mediator. The Hearing Officer shall conduct an advisory review of the facts and issue a written opinion in the matter that is provided to all parties. The selection of an arbitrator, neutral third party, or mediator shall be by mutual agreement of the parties. All direct costs involved with having an arbitrator, neutral third party, or mediator review the matter will be borne equally by the parties involved. However, in the event the disciplinary action is completely reversed, the City shall reimburse the SCEA for its share of the cost of the arbitrator, third party, or mediator.
3. In the event the parties are unable to agree on an impartial arbitrator, mediator, or third party, the parties will make a joint request for a list of five impartial mediators or arbitrators from the State Mediation and Conciliation Service. When such list is received, the parties shall meet within seven calendar days to select the mediator or arbitrator as follows: the parties shall alternately strike the name of one mediator or arbitrator from the list until the name of one remains. That person shall serve as the mediator or arbitrator. The Party to strike the first name shall be determined by a toss of a coin.
4. The City Manager will review the opinion and either:
  - A. Accept the Recommendation. In the event that the City Manager accepts the recommendation, that decision will be final and not subject to further appeal.
  - B. Refer the Matter to the City Council. In the event that the City Manager rejects the recommendation, the matter shall be referred to the City Council. The Council shall conduct a closed session pursuant to Subsection 12.8.3.

## **ARTICLE 31**

### **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 32**

### **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 33                      LAYOFF AND REEMPLOYMENT**

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

## **ARTICLE 34                      GENERAL PROVISIONS**

### **1.        Severability.**

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

### **2.        Full Understanding.**

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

### **3        No Requirement to Meet and Confer.**

Except as otherwise provided in this Article, the Parties agree that neither Party shall be required to meet and confer concerning any specific provision of this Tentative Agreement of the successor MOU during the term of this Tentative Agreement or the successor MOU.

### **4        Reopeners.**

Upon the written request of the City Manager, the Parties agree to reopen negotiations during the term of this successor MOU for any one of the following situations:

- A.        A Declaration of a Fiscal Emergency by the City Council which could result in Layoffs if the Parties do not meet and confer on alternatives.
- B.        If any other bargaining group has an employment contract with the City of Suisun City that contains applicable compensation provisions that are more advantageous for the Employees than this Agreement, the Parties agree to meet and confer on the modification of this Agreement.
- C.        A positive or negative change occurs in the City's fiscal status that would affect the availability of funding for services provided in whole or in part by Employees represented by SCEA.
- F.        Update/Amend/Replace the City's Employer-Employee Relations Resolution
- G.        Update/Amend the City's Administrative Directive AD7 – Personnel Rules and Regulations.
- H.        Notwithstanding the provisions of California Government Code section 20516.5, the Parties agree that the above-indicated represent the only bases for reopening the successor MOU during its term.

5. Savings Clause.

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

6. No Strike/Lockout.

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

7. Successor Agreement.

This Agreement shall be in full effect from July 1, 2023 through and including June 30, 2025. Either Party may serve upon the other its written request to commence negotiations for a successor Agreement as early as February 1, 2025. Upon receipt of such written notice, negotiations shall commence no later than thirty (30) days thereafter. The Parties hereby declare that it is their mutual interest to negotiate a multi-year successor agreement consistent with City Council policy direction within the limitations of the City's ability to pay, with the intent to be completed no later than June 30, 2025.

8. Distribution of Agreement.

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

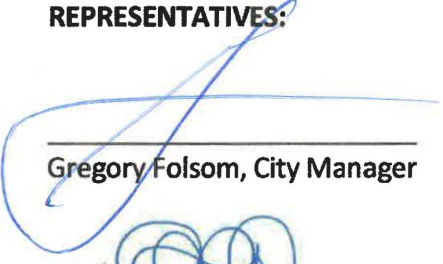
9. Effective Date.

The effective date of this Agreement shall be July 1, 2023.

**[SIGNATURES ON NEXT PAGE]**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SUISUN CITY AND THE SUISUN CITY EMPLOYEES' ASSOCIATION  
JULY 1, 2023 THROUGH JUNE 30, 2025**

**CITY OF SUISUN CITY  
REPRESENTATIVES:**



\_\_\_\_\_  
Gregory Folsom, City Manager



\_\_\_\_\_  
Christina Penland, HR Administrator



\_\_\_\_\_  
Kris Lofthus, Deputy City Manager



\_\_\_\_\_  
Colin Tanner, Deputy City Attorney

**SCEA  
REPRESENTATIVES:**



\_\_\_\_\_  
Marcos Zepeda, SEIU Local 1021 Representative



\_\_\_\_\_  
John Bryan, SCEA President



\_\_\_\_\_  
Tevita Salt, SCEA Treasurer/Secretary



\_\_\_\_\_  
Michelle Zunino, Negotiations Team Member

Approved as to form  
Aleshire & Wynder, LLP



\_\_\_\_\_  
Elena Gerli, City Attorney