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RESOLUTION NO. 2023-98

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) WITH THE SUISUN CITY POLICE OFFICERS' ASSOCIATION (SCPOA) AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY.

WHEREAS, on August 17, 2021 the City Council approved the Memorandum of Understanding between the City of Suisun City (City) and the Suisun City Police Officers' Association (SCPOA), effective July 1, 2021 through June 23, 2023 (SCPOA MOU 2021-23) with the adoption of Resolution No. 2021-83; and

WHEREAS, on August 31, 2021 the City of Suisun City, the Suisun City Employees' Association (SCEA)/Service Employees International Union (SEIU), Local 1021 and the Suisun City Police Officers' Association (SCPOA) entered into a Stipulation and Agreement approving SCPOA's petition for severance/modification changing bargaining units and representation for the Dispatcher classification from SCEA to SCPOA and governing the immediate terms of that representation which was affirmed and ratified by City Council on this day, July 18, 2023 with the adoption of resolution No. 2023-98; and

WHEREAS, on April 5, 2022, the City Council approved a First Amendment to the SCPOA MOU 2021-23 with the adoption of resolution No. 2022-54; and

WHEREAS, on May 2, 2023, the City Council approved a Second Amendment to the SCPOA MOU 2021-23 with the adoption of resolution No. 2023-42; and

WHEREAS, on June 20, 2023, the City Council approved a Third Amendment to the SCPOA MOU 2021-23 with the adoption of resolution No. 2023-71; and

WHEREAS, the SCPOA MOU 2021-23 expired on June 30, 2023; and

WHEREAS, on July 18, 2023 the City Council affirmed and ratified the Stipulation and Agreement approving the SCPOA's petition for severance/modification changing the bargaining units and representation for the Dispatcher Classifications from SCEA to SCPOA with the adoption of resolution No. 2023-98; and

WHEREAS, the City and SCPOA's authorized labor representatives met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act (MMBA), government Code Sections 3500-3511, regarding a new Memorandum of Understanding for the period from July 1, 2023 through June 30, 2025 (SCPOA MOU 2023-25), which the Tentative Agreement was ratified by the SCPOA membership and then signed by the City and SCPOA's authorized labor representatives as a joint recommendation to City Council, subject to City Council approval and adoption of the SCPOA MOU 2023-25;


NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City hereby adopts Resolution No. 2023-98: Approving the Memorandum of Understanding (MOU) with the Suisun City Police Officers' Association (SCPOA) and Authorizing the City Manager to Execute it on Behalf of the City.

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PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 18th day of July 2023, by the following vote:

AYES: Councilmembers: Dawson, Osum, Washington, Mayor Hernandez
NOES: Councilmembers: None
ABSENT: Councilmembers: Pal
ABSTAIN: Councilmembers: None

WITNESS my hand and the seal of said City this 18th day of July 2023.



Anita Skinner
City Clerk

Exhibit A: SCPOA MOU 2023-25

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SUISUN CITY
AND
THE SUISUN CITY POLICE OFFICERS' ASSOCIATION**

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

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SUISUN CITY
AND
THE SUISUN CITY POLICE OFFICERS' ASSOCIATION**

INTRODUCTION

This Agreement is entered into between the City of Suisun City, (hereinafter "City"), and the Suisun City Police Officers' Association, (hereinafter "SCPOA").

Pursuant to Government Code Section 3500 et seq. and the City of Suisun City Employer/Employee Relations Resolution No. 74-33, the following represents the Agreement reached between the City and the SCPOA, the terms of which will apply to current Employees represented by the SCPOA.

ARTICLE 1 RECOGNITION

1. Job Classes Represented.

The City recognizes the SCPOA as the exclusive representative for the following permanent sworn public safety and miscellaneous dispatch job classes on all matters relating to terms and conditions of employment pursuant to Government Code Section 3500 et seq.

- Represented Job Classes
- Police Officer
- Public Safety Dispatcher I
- Public Safety Dispatcher II
- Police Sergeant
- Senior Public Safety Dispatcher

2. 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 SCPOA. Employees who work less than full-time are not represented by SCPOA. If an Employee who had occupied a Temporary, Provisional, or grant-funded Position or Classification is subsequently hired into the same job class as a Regular Employee, they shall be placed in the step level nearest to but not lower than their last Pay Rate as a Temporary, Provisional, or grant-funded Employee.

3. Reduction in Workforce.

In the event that a reduction in the workforce is necessary, the City Manager and the SCPOA shall meet and confer regarding an equitable procedure and/or options to avoid the reduction

in the workforce. It is not the intent of the City to lay off a Police Officer in order to replace him/her with a Reserve Police Officer.

4. Use of Reserve Police Officers.

The City has an interest in utilizing Reserve Police Officers to assist in patrolling the City and performing other duties to augment services provided to the community by members of SCPOA. The City does not have an interest in supplanting the services of members of SCPOA. The Parties agree that once properly trained, Reserve Police Officers may be assigned to patrol the City, may perform office duties (such as property and evidence, dispatching, filing, etc.), or may perform other duties as assigned. Reserve Police Officers may be assigned a regular shift to augment the minimum staffing level, as determined by the Police Chief in the General Orders. Reserve Police Officers may fill in for members of the SCPOA who have been assigned a regular shift but are unavailable for duty for the period in question, provided that SCPOA members have been offered and have rejected the offer to work on an Overtime basis. Such offers shall be made based on seniority within job class within the department.

5. Job Requirements.

Employees must maintain a valid POST certification as required for their position, as a condition of employment.

ARTICLE 2 MANAGEMENT RIGHTS AND RESPONSIBILITIES

1. The SCPOA recognizes and agrees that the City Council of the City of Suisun City (hereinafter "City Council"), on its own behalf and on the behalf of the electorate of the City through its bona fide agents, retains and reserves unto itself, limited only by the Articles of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it, express or implied, by the laws and the Constitutions of the State of California and of the United States of America.

2. The SCPOA recognizes and agrees that the exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City Council, the adoption of the policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by specific and expressed terms of this Agreement.

3. The SCPOA recognizes and agrees that the City Council's powers, rights, authority, duties, and responsibilities include, but without limiting the generality of the foregoing, the exclusive right to manage, plan, organize, staff, direct and control; to determine levels of service; to establish and change standards; to determine solely the extent to which the facilities of any department thereof shall be operated, including the outside purchase of products or services; the right to introduce new, or improved methods and facilities; and to otherwise take any action desired to run the entire operation efficiently, except as modified by the meet and confer requirement and this Agreement.

4. Any material conflict between this Agreement and approved policies and procedures shall be resolved through the meet and confer process by the City Manager and the SCPOA. Until such resolution, the approved City policies and procedures shall take precedence.

ARTICLE 3 SUPPORT OF AGREEMENT

1. During the term of this Agreement, the City agrees not to negotiate with any other organization on matters upon which the SCPOA is the exclusive representative and which is within its scope of representation.

2. The SCPOA agrees to negotiate only with the representative officially designated by the City to act on its behalf.

3. It is agreed that neither SCPOA, nor the City shall discriminate against any Employee because of race, national origin, gender, SCPOA membership, or refusal to join SCPOA. The City will not retaliate against any Employee on account of his/her membership in SCPOA, or for exercising his/her lawful rights in SCPOA-related activities.

ARTICLE 4 UNION TIME

1. Negotiating Sessions.

The Parties agree that union business should generally be conducted off City premises and, on the members' own time. The Parties also agree that it is in each Party's interest that the lines of communications remain open and accessible to representatives of both SCPOA and the City. Accordingly, any member serving on the SCPOA's negotiating team shall not suffer a loss of compensation for participating in meet and confer negotiating sessions. Further, negotiating team members may meet for a period of approximately one-half hour before and after the negotiating sessions. No approval is required if the negotiating session is occurring on the member's day off. Members will not be compensated for their participation in negotiating sessions that occur on days that they are not scheduled to work.

2. Union Meetings.

Union meetings should generally be conducted off City premises and on the members' own time. To ensure that members are not disenfranchised, the City agrees to provide paid release time to members on duty, as long as such release time is requested in advance and approved by the City Manager or Designee. The use of City facilities such as the Burdick Center for union meetings may also be approved by the City Manager or Designee, whenever either determines that it would be in the City's interest to do so.

3. 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 this 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 SCPOA representative provide derogatory information or advocacy about the other.

- A. The City will provide SCPOA notice of a pending New Employee Orientation within one (1) business day of the execution of an employment offer letter.
- B. One (1) SCPOA 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. SCPOA 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, SCPOA will provide to Human Resources the name and the contact information of its participating representative. The City and SCPOA will mutually agree to a suitable time during the New Employee Orientation for SCPOA’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 SCPOA with Employee contact information in electronic format as required by State law for all represented Employees.

ARTICLE 5 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. 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 SCPOA. 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. The Personnel Rules are incorporated herein by this reference; however, the costs associated with the hearing officer provided for in AD 7 with regard to the Level Two appeal of a disciplinary action shall be paid for 100 percent by the City in the case of SCPOA.

ARTICLE 6 COMPENSATION

1. Base Salary.

- 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 Citywide Salary Schedule shall be adjusted as follows:

Job Class	Monthly Salary Prior to Base Wage Adjustments Eff. 5/12/23	Base Wage Increase Eff. 5/12/23	Approx. % of Base Wage Increase Eff. 5/12/23	Approx. Monthly Salary Eff. 5/12/23	Proposed Wage Adjustment (Rounded 3 decimal point)	Approx. New Monthly Top Step	Total % Change
Police Officer	\$6,999	\$6/hour	14.9%	\$8,039	18.487%	\$9,525	36.1%
Police Sergeant	\$9,195	\$6/hour	11.3%	\$10,235	11.675%	\$11,430	24.3%
Public Safety Dispatcher I	\$5,193	\$4/hour	13.4%	\$5,887	3.138%	\$6,071	16.9%
Public Safety Dispatcher II	\$5,560	\$4/hour	12.5%	\$6,253	6.802%	\$6,679	20.1%
Senior Public Safety Dispatcher	\$6,116	\$4/hour	11.3%	\$6,809	7.892%	\$7,346	20.1%

B. The previous base wage increases provided effective 5/12/2023 to the employee's position within the range decreased the differential between steps to less than 5% as was identified by the alpha numerical salary ranges established for the following classifications: Police Officer, Police Sergeant, Public Safety Dispatcher I, Senior Public Safety Dispatcher. 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. Nothing herein requires the City to maintain the 5% differential between steps beyond this successor MOU.

C. The aforementioned base wage adjustments will be effective the first pay period following 7/1/2023, should the parties reach a tentative agreement that is ratified by the SCPOA membership no later than 6/30/2023 and subsequently signed by its authorized labor representatives no later than 7/6/2023.

D. 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.

E. Effective the first full pay period of January 2024, represented Dispatch employees on payroll as of the payment date, shall receive a lump sum retention bonus of one thousand dollars (\$1,000.00).

F. Effective the first full pay period of July 2024, represented Dispatch employees on payroll as of the payment date, shall receive a lump sum retention bonus of one thousand dollars (\$1,000.00).

2. Acting Pay.

The City will provide Acting Pay of five (5%) percent for a Police Officer, Sergeant, or Dispatch employee assigned, in writing by the Police Chief, to work out of class in a higher job classification. Acting Assignments are typically long-term assignments resulting from a vacancy in the higher job

classification that may occur through separation, extended vacation, or a long-term leave of absence.

A. In order to receive Acting Pay, there must exist a budgeted position, the assignment must be made in writing, and the employee may not refuse to perform any duty or responsibility of the higher job class.

B. Acting pay shall not be applied to a request to cash-out any form of paid leave or payment for accrued and unused paid leave hours at the time of separation.

3. Bilingual Pay.

An Employee fluent in Spanish, Tagalog or other language, the use of which the City Manager has determined to be of benefit to the City (based on the recommendation of the Police Chief), shall be paid \$46.15 per pay period upon written approval by the City Manager. Fluency shall be certified by a test administered through the Human Resources office. In order to become certified, an Employee must achieve a score of at least 9 on a scale of 12. A certified Employee shall request Bilingual Incentive Pay on a form approved by the City Manager. Employees shall be recertified at least once every two years.

4. Nighttime Hours Differential.

The City will provide a Nighttime Hours Differential equal to 2.5% of the base salary for Police Officers, Police Sergeants and Dispatch employees assigned to work any payable amount of time (to the nearest 15 minutes) between the hours of 6:00pm – 6:00am.

A. The Nighttime differential shall not be paid to any day shift personnel, unless approved by the night shift supervisor to cover a vacancy after 6:00pm.

B. The Nighttime hours differential shall be payable only for time worked during the shift premium period and shall not be paid for non-work time such as sick leave, vacation, or other paid leave.

5. Court Appearances.

This section shall apply to Police Officers, Police Sergeants and Dispatch employees.

A. Employees who are required to appear in court during off-duty hours as a result of an event arising from their official duties shall be compensated for their appearance in court at the applicable Overtime Rate. The Court Appearance Minimum shall be four (4) hours at the applicable Overtime Rate. The Court Appearance Minimum shall not overlap with compensation for any regularly scheduled duty time.

B. If the court appearance is required during the Employee's assigned duty shift (watch) and the court appearance causes an Employee to extend beyond their regular scheduled end of watch time, such extended time shall be considered an extension of the duty shift.

- C. Time for court appearances shall be computed from sign in until time released.
- D. The Court Appearance Minimum shall be granted to an Employee if the court appearance (or subpoena) is cancelled less than twenty-four (24) hours prior to time of appearance. If an employee has multiple subpoenas on the same day and all are cancelled less than twenty-four (24) hours prior to the Court appearance, the employee will only be eligible for the Court Appearance Minimum.
- E. Should the Employee receive two subpoenas and one is cancelled while the other still requires the employee to attend court, then the employee will only be compensated for the actual appearance. In this instance, an Employee will not be entitled to the Court Appearance Minimum for the cancelled appearance.
- A. Except as otherwise provided in articles pertaining to CTO accrual, Court Appearance compensation shall be in the form of a cash payment or CTO at the Employee's option.

6. Call-Back Pay.

This section shall apply to Police Officers, Police Sergeants and Dispatch employees.

- A. All Employees, who are required to return to work outside of their normal working hours, shall receive Call-Back Pay at the applicable Overtime Rate for a minimum of 2.0 hours.
- B. If the call-back time is not canceled prior to the Employee's arrival for duty, the Employee shall be compensated for a minimum of 2.0 hours at the applicable Overtime Rate.
- C. This form of compensation applies to a situation where an Employee is required to appear before or attend a City or Department board, committee, or any other function, with the following exceptions:
 - 1) If an Employee requests a meeting, or appears as an applicant before any board, committee, etc., the Employee shall not receive any type of compensation for such activities.
 - 2) If an Employee is called back due to times or details missing from a report of enough importance that it cannot wait until the Employee's next assigned shift, the Employee will not be compensated for a "call back" under this section. The Employee will be compensated only at the applicable Overtime Rate for the actual time spent completing the report.
- D. Except as provided in the articles pertaining to CTO accrual, compensation for call-back time shall be the form of a cash payment or CTO at the option of the Employee.

ARTICLE 7 HOLIDAY LEAVE

In lieu of observing Municipal Holidays as provided in AD 7, Personnel Rules, Holiday Leave shall be accrued by adding 4.0 hours per pay period to the Holiday Leave account and an additional eight (8) hours on the nineteenth day of June. Holiday Leave is 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 time, a maximum of two hundred (200) hours is allowed to accrue in that balance. Employees may take approved time off using Holiday Leave or stop accruing Holiday Leave until the balance is reduced below two hundred (200) hours. If an Employee is at the limit, they must request to take Holiday 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 would result in discontinuing the accrual of Holiday Leave until the balance is reduced by twenty (20) hours. Employees may not cash out Holiday Leave except upon leaving City service or during the annual January 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 Holiday Leave balance. Employees may make an irrevocable request for the upcoming calendar year to cash-out Holiday 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 January cash-out. No Holiday Leave 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.

ARTICLE 8 HEALTH AND WELFARE

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 premium cost of the health plan 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 (\$500) dollars per month (employee only) and seven hundred (\$700) dollars 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 may 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.

4. Medical Insurance Benefits after Death While on Duty.

Should a sworn member of SCPOA lose his/her life in the line of duty, the City agrees to continue to pay medical insurance payments as outlined above for the member's immediate dependent family. Said payments will continue for a period of up to three years, providing the City's insurance plan allows for continued participation. The surviving dependent family member(s) may remain on the City's medical plan at its own cost after the three years has elapsed, providing that the plan allows for continued participation.

5. Medical Conversion Plan.

SCPOA sworn members with 12 years or more of service with the City, who separate from City service on good terms, may remain on the City's medical plan, providing that the plan allows for continued participation. The member shall assume full responsibility for payment of the insurance premium.

6. Sick Leave Conversion to Fund Medical Premiums.

Upon normal retirement of a sworn member from the City, 25.0 percent of an Employee's Sick Leave balance may be converted to a cash equivalent and used to fund medical premiums. This conversion will be deducted from the amount reported for CalPERS credit in Section 2 of Article 9.

ARTICLE 9 RETIREMENT

The Public Employees' Pension Reform Act of 2013 (PEPRA) provides that all Employees who are currently participating in a CalPERS retirement plan, or those who have had a break in service that does not exceed six months, shall be considered "Classic" Employees. All new Employees who do not meet those criteria shall be considered PEPRA New Employees.

1. Classic Miscellaneous Employee Benefits.

Except as provided in this Article, The City agrees to provide the 2.0 percent at 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.

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

- B. Sick Leave Conversion. The City provides Credit for Unused Sick Leave pursuant to Government Code Section 20965.
- C. All miscellaneous employees covered by this 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 PEPRA employees as soon as practicable after CalPERS approval of the EPMC change.

2. Classic Safety Police Employee Benefits.

The City agrees to participate in the CalPERS 3.0 percent at 50 Retirement Plan, with One-Year Final Compensation and Credit for Unused Sick Leave Government Code Sections 20042 and 20965 respectively. This Credit will be reduced by the number of hours converted to cash pursuant to Section 6 of Article 8. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS.

- A. The City agrees to continue to provide Level 4, Survivor Benefits through Public Employees Retirement System, (hereinafter "PERS").
- B. Consistent with Internal Revenue Code Section 414(h)(2), the contribution paid by the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.
- C. Employees will receive an increase to their base hourly rate of 5.5 percent in exchange for Classic members paying the full employee contribution along with PEPRA employees as soon as practicable after CalPERS approval of the EPMC change.

3. PEPRA New Miscellaneous Employee Benefits.

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.

4. PEPRA New Safety Police Employee Benefits.

The City agrees to provide 2.7% at 57 CalPERS Plan for PEPRA New Safety Police Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPRA, no EPMC is available. Should any provision in this Agreement be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

ARTICLE 10 LIFE INSURANCE

Group Life Insurance. The City agrees to keep a life insurance policy in full force and effect that provides a \$200,000 death benefit for each represented member.

ARTICLE 11 SUPPLEMENTAL INSURANCE

The City has contracted with Colonial for voluntary supplemental insurance benefits which may be paid through 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 interest of the City.

ARTICLE 12 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 13 WORKERS' COMPENSATION

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

ARTICLE 14 STATE DISABILITY INSURANCE COVERAGE

1. State Disability Insurance.

The City shall participate under the State Disability Insurance Program (hereinafter "SDI") for Dispatch employees represented by SCPOA. Sworn members of the SCPOA do not participate in SDI.

2. Payment of SDI Premiums.

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

ARTICLE 15 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. Rules pertaining to additional leaves of absence are contained in the City's Personnel Rules and Regulations.

ARTICLE 16 LIGHT DUTY

1. Any Employee, who previously has been off duty due to injury, illness, or other medical reason and who has been medically released by a doctor to return to work with restrictions, may be assigned to light duty. Assignment to light duty will be based on the City's ability to accommodate the work restrictions.

2. Light duty will not be approved unless there is work available which may be performed within the limitations and/or restrictions of the affected Employee.

ARTICLE 17 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 18 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 19 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 employees through payroll, enabling employees to remain on payroll status, so long as they integrate 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 20 PAYROLL DEDUCTION

Upon receipt of an authorized form from an Employee, the City shall make credit union or bank deductions from the Employee's check. Upon written request, the City will advise the SCPOA of all deduction changes for its members.

ARTICLE 21 OUTSIDE EMPLOYMENT

1. Employees may engage in outside employment, in addition to their City employment, only under the following conditions (as provided by the Personnel Rules, the Police Department "Policies and Procedures Manual", California Penal Code Section 70, and California Government Code Section 1126):

A. There shall be no conflict of interest or incompatibility with the Employee's City employment. No Employee shall engage in employment as a Notary Public, Private Detective, Bill Collector, or Counselor at Law. Furthermore, no Employee shall have as a business partner any person whose occupation would fall into the above categories. Furthermore, no Employee shall engage in or participate either directly or indirectly as principal, agent, or employee of:

- 1) Any tow car, motor vehicle wrecker, ambulance service, or taxicab service.
- 2) Any establishment where the sale of liquor is the principal business.
- 3) Any employment dealing with the investigation or adjusting of claims or losses arising out of motor vehicle or other types of accidents.
- 4) Any employment with any other Law Enforcement Agency, custodial, corrective or investigative agency, or any other type of employment requiring the "power of a peace officer," or in any job where a concealed weapon could be used as part of the Employee function, except as provided in Subsection A.5. below.
- 5) The City agrees to meet and confer to develop a side letter that lays out the specifics of a program that would allow Employees to seek approval for outside employment under certain conditions. These conditions would include armed private security but would not include temporary employment with other public law enforcement agencies.

B. The time involved in outside employment shall not adversely affect the Employee's attitude or efficiency in the Employee's City employment. Unless authorized by the Police Chief, part-time work shall not be performed within 8.0 hours preceding the Employee's normal duty hours with the City of Suisun City. The total time worked shall not exceed 24.0 hours in any seven consecutive days.

C. No telephone calls or personal contacts concerning the outside employment shall be made during the hours of City employment. The Employee shall not conduct or promote in any manner, the Employee's part-time work while on duty, and the Employee shall not use any of the facilities of the City for that purpose.

D. Each Employee shall report all outside employment to the Police Chief and shall secure the written approval of the Police Chief and the City's Personnel Officer prior to the commencement of outside employment. Any Employee desiring to engage in outside employment on a part-time basis shall forward a written request to the Police Chief, in duplicate, outlining the nature of the part-time work, name of employer and whether it is to be long- or short-term work.

2. Employees engaged in part-time work shall not expect or request special consideration as to shift arrangement, illness or injury due to part-time work, or tardiness when starting shift. In the event of illness or injury occurring while engaged in part-time work, a doctor's examination shall be requested before resuming City duties. Part-time employment shall not be engaged in when an Employee is off ill and cannot perform the Employee's duties for the City.

ARTICLE 22 LAYOFF AND REEMPLOYMENT

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

ARTICLE 23 GENERAL PROVISIONS

1. Severability.

If any provision of this Agreement shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with enforcement of any provision shall be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the Parties shall enter into negotiation for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

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 provided Appendix A, Article 4 and Appendix B, Article 5, the Parties agree that neither Party shall be required to meet and confer concerning any specific provision of this Agreement during the term of this Agreement.

4. Reopeners.

Upon the written request of the City Manager, the Parties agree to reopen negotiations during the term of this Agreement for the following purposes:

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. 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 SCPOA.
- C. Update/Amend/Replace the City's Employer-Employee Relations Resolution; and
- D. Update/Amend the City's Administrative Directive AD7 – Personnel Rules & Regulations.
- E. Upon completion of an audit of overtime and wages, the parties agree to reopen to discuss any modifications that may be necessary, which may include but is not limited to the means and method for calculating overtime.
- F. Notwithstanding the provisions of California Government Code section 20516.5, the Parties agree that the above-indicated represent the only grounds for reopening the Agreement during its term.

5. Savings Clause.

In the event that the implementation of any article, section, subsection, or paragraph 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 SCPOA shall, if possible, meet and confer for the purpose of endeavoring to agree on a replacement for such article, section, subsection, or paragraph.

6. No Strike/Lockout.

The SCPOA 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 such successor Agreement as early as February 1, 2025. Upon receipt of such written notice, negotiation sessions 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 ten (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.

[APPENDIX A – SWORN LAW ENFORCEMENT EMPLOYEES ON NEXT PAGE]

APPENDIX A – SWORN LAW ENFORCEMENT EMPLOYEES

ARTICLE 1 ADDITIONAL COMPENSATION

1. Entry-Level Police Officer Merit Increases.

Notwithstanding AD 7, the “Anniversary Date” for entry-level Police Officers is twelve months from the date of hire instead of the date of completion of probation. Police Officers are eligible for merit increases on their Anniversary Date and annually thereafter. Upon the successful completion of Probation with 18 months service, however, an entry-level Police Officer at B Step is eligible to advance to C Step. This advance to C Step will not change the employee’s Anniversary Date or eligibility for future Merit Increases on their Anniversary Date. When an entry-level Police Officer’s Probation is extended, their Anniversary Date may be modified. Police Officers who are not at the top step of their Pay Range shall be eligible to advance to the next step in the range within the timeframes indicated above, subject to a performance evaluation and the Police Chief’s recommendation.

2. Lateral Police Officer and Police Sergeant Merit Increases.

All newly appointed Police Sergeants and Lateral Police Officers will serve a probationary period of 12 months. All Police Sergeants and Lateral Police Officer hires who have successfully completed their probationary period will be eligible for a merit increase. Advancement within a Pay Range shall not be automatic; all increases shall be based on merit. Annually on the anniversary of the appointment to Police Sergeant or as a Lateral Police Officer, Employees will be eligible to advance to the next higher step. Police Sergeants and Lateral Police Officer hires who are not at the top step of their Pay Range shall be eligible to advance to the next step in the range within the timeframes indicated above, subject to a performance evaluation and the Police Chief’s recommendation. A Lateral Police Officer hired at Steps A or B, shall be eligible for the same merit advancement schedule as provided to Entry-Level Police Officers.

3. POST Certificate Pay – Sworn Officers.

Certificate Pay shall be provided for Employees who have earned a Peace Officer Standards and Training, (hereinafter “POST”) Basic Certificate, Intermediate Certificate and Advanced Certificate. Pay will be provided the pay period immediately following receipt of the certification from POST effective the issue day of the certificate.

- A. POST Basic Certificate. The City agrees to pay two (2%) percent of Base Salary for Police Officers who have earned a POST Basic Certificate.
- B. POST Intermediate Certificate. The City agrees to pay an additional five (5%) percent above POST Basic Certificate Pay for Police Officers and Police Sergeants who have earned a POST Intermediate Certificate.
- C. POST Advanced Certificate. The City agrees to pay an additional five (5%) percent above POST Intermediate Certificate Pay for Police Officers and Police Sergeants who have earned a POST Advanced Certificate.

4. Police Corporal Assignment Pay.

Police Officers, serving on Special Assignment as Police Corporals, who are not receiving any other Assignment Pay, shall receive additional pay for this assignment. Police Corporal Assignment Pay shall be calculated as an hourly rate equivalent to five (5%) percent of the employee's base hourly rate of pay.

5. Field Training Officer Assignment Pay.

Police Officers, who are certified FTO Trainers, and not receiving any other Assignment Pay, shall receive FTO Assignment Pay while they are training a regular or reserve officer. At no time shall FTO Assignment Pay for one or more FTOs who are training the same trainee for one shift exceed the total hours worked by the trainee during that shift. FTO Assignment Pay shall be calculated as an hourly rate equivalent to 5.0 percent of the employee's base hourly rate of pay.

6. Officer-in-Charge Assignment Pay.

Police Officers, who are not receiving any other Assignment Pay, shall receive OIC Assignment Pay while they are serving as the Officer in Charge (hereinafter "OIC") in the absence of a Police Sergeant for a period of at least one hour. OIC Assignment Pay shall be calculated as an hourly rate equivalent to five (5%) percent of the employee's base hourly rate of pay.

7. Detective Assignment Pay.

Police Officers and Sergeants serving on special assignment as Detective, who are not receiving any other Assignment Pay, shall receive Detective Assignment Pay. Detective Assignment Pay shall be calculated as an hourly rate equivalent to five (5%) percent of the employee's base hourly rate of pay.

8. Sworn Officer Longevity Pay.

Upon the completion of five (5) years of continuous full-time City service, represented employees shall be entitled to a three (3%) percent increase in compensation; employees who complete ten (10) years of continuous full-time City service shall be entitled to an additional three (3%) percent increase in compensation (for a total of six (6%) percent).

9. Range Qualification.

With the prior approval of an Employee's supervisor, range qualifications on off-duty hours shall be paid at the applicable Overtime Rate for a minimum of 2.0 hours. Except as provided in the articles pertaining to CTO accrual, the time shall be in the form of a cash payment or compensatory time off (hereinafter "CTO") at the Employee's option.

ARTICLE 2 HOURS OF WORK

1. Workweek/Workday.

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

- A. A forty (40) hour workweek consisting of five (5) consecutive eight (8) hour days in a seven (7) day period (hereinafter "5/40"), beginning at noon on Friday through 11:59 am on the following Friday. All other work schedules shall be considered Alternative Work Schedules (AWS).
- B. Authorized Alternative Work Schedules include: four (4) consecutive ten (10) hour days in a seven (7) day period (hereinafter "4/10"), or nine (9) workdays totaling eighty (80) hours during a fourteen-day period (hereinafter "9/80"), or twelve (12) hour shifts consisting of six (6) workdays of twelve (12) hours and a seventh (7th) workday of eight (8) hours, totaling eighty (80) hours during a fourteen-day period (hereinafter "3/12/8"), or twelve (12) hour shifts consisting of seven (7) workdays during a fourteen (14) day period (hereinafter "3/12"). AWS may include any other configuration approved by the Police Chief and City Manager.
- C. AWS Assignments are subject to recommendation of the Police Chief and City Manager approval and shall not be considered permanent. At such time as the Police Chief and City Manager determine that an AWS does not meet departmental needs for any or all employees, the City can change or discontinue the AWS upon thirty (30) day notice to the affected employee(s) and the SCPOA of the change or discontinuation, with no meet and confer required, but the SCPOA shall be afforded the opportunity to explore alternative, nonbinding options, with the Police Chief during that 30-day notice period. The POA retains the right to file a grievance over this provision.

2. Rest Periods.

Whenever an employee is assigned to a fixed schedule shift of more than 10 hours, there shall be a mandatory minimum rest period of eight (8) consecutive hours between the end of one scheduled work shift and the start of the next scheduled work shift. Mandatory rest periods interrupted by a court appearance will begin 30 minutes after the employee is released from court, rounded to the nearest quarter hour.

Example:

- A. If an employee completes a regular work shift at 6 a.m. and has a scheduled court appearance at 2 p.m. the same day, the 8 consecutive hours occurs between 6 a.m. and 2 p.m. and there is no mandatory rest period after the court appearance is completed.
- B. If an employee completes a regular work shift at 6 a.m. and has a scheduled court appearance at 8:30 a.m. the same day, and the court appearance is over by 9:30 a.m., the 8 consecutive hours start at 10 a.m. and ends at 6 p.m., the beginning of the next work shift. Therefore, there is no mandatory rest period after the court appearance is completed.
- C. If an employee completes a regular work shift at 6 p.m. and has a scheduled court appearance at 10 a.m. the same day, and the court appearance is over by 10:45 a.m., the 8

consecutive hours starts at 11:15 a.m. and ends at 7:15 p.m. The employee is not required to take vacation, holiday, compensatory time or unpaid leave to cover the absence. An employee requiring a mandatory rest period shall immediately coordinate that absence with the on-duty supervisor.

3. Exceptions to Mandatory Rest Period.

In the event of a critical incident and/or when the shift falls below the minimum staffing (1 supervisor and 2 officers), employees may be ordered by the shift supervisor to return to work before the 8 consecutive hours of rest period are completed. The remaining hours of the mandatory rest period not completed, shall be compensated at the applicable Overtime Rate.

Example:

- A. If an employee completes a regular work shift at 6 a.m. and has a scheduled court appearance at 1:30 p.m. the same day, and the court appearance is over by 4 p.m., and the 8 consecutive hour starts at 4:30 p.m. and ends at 12:30 a.m.
- B. If the employee is ordered to return to work before 12:30 a.m., those hours after the start of their scheduled shift (6 p.m.) until the end of the consecutive 8 hour rest period (12:30 a.m.) shall be compensated at the applicable Overtime Rate.

4. Work Schedule.

- A. Except as provided in Subsection D of this Section, the City shall not reschedule an Employee's shift to split the Employee's days off. If an Employee requests a shift change with another Employee, this shall not be considered a rescheduling by the City and the Employee shall not be paid at the Overtime Rate.
- B. Except as provided in Subsection D of this Section, in the event the City changes an Employee's regularly scheduled shift without at least five days' notice, those hours shall be paid at the applicable Overtime Rate. Notice shall consist of oral notification or written notification placed in the Employee's shift box.
- C. Except as provided in Subsection D of this Section, in the event the City assigns or schedules an Employee to work a shift with notice of fewer than twelve hours between his/her last assigned shift or scheduled duty, then the second shift shall be paid at the applicable Overtime Rate.
- D. The exceptions to Subsections A, B, and C of this Section are as follows:
 - 1) Employee-requested shift changes.
 - 2) Changes made in the schedule of an Employee assigned to a training function.
 - 3) A general departmental shift change.
 - 4) Employees assigned to a short-term, non-patrol function such as: boat patrol, crime suppression, major incident call outs, DUI checkpoints, and SWAT.
 - 5) Time already compensated under the Overtime provisions of this Article.

E. Employees will be given the opportunity to indicate shift preference on a seniority basis. When making shift assignments, the Department shall consider such preferences, but they shall not be binding. Employees may remain on the same shift for up to 18 months.

5. Meal Periods

A. Except as provided in Section D of this subsection, all Employees shall be entitled to a 45-minute meal period to be included in the regular shift.

B. Employees assigned to a course of training, a non-patrol assignment, and who are not required to be on-duty during their meal period, shall not be compensated for the time spent on the meal period.

C. Employees assigned as the School Resource Officer (SRO) or to an investigations assignment shall be afforded a paid one-half hour lunch period, during which the SRO shall be subject to call-out.

D. Officers assigned to court shall be compensated for time spent on their meal period, providing they are required to return to court after the meal period.

6. Flex Time.

Time worked in excess of the Employee's regularly scheduled Workday may be taken as "flex time" on an hour-for-hour basis provided that:

A. The time is taken within the same workweek that it is earned; and

B. The determination that such time is considered "flex time" is mutually agreed upon by the Employee and the Employee's supervisor; and

C. The supervisor adjusts the posted work schedule.

ARTICLE 3 STANDBY-BY PAY

Any Employee who is required by a directive from a first-level supervisor or above, or an order by the Court or the District Attorney or his/her representative, to remain available for duty or to remain available to appear in Court (and is thereby placed on "stand by") and is restricted from travel to any area or location which would preclude the Employee's return to duty within one hour, or is required to maintain telephone contact or pager contact at all times during such stand-by period, shall receive Stand-By Pay, which shall be compensated at the rate of one-half of the Employee's Regular Salary (straight-time hourly) rate for the time period that the Employee is on "stand by".

ARTICLE 4 OVERTIME PAY

1. For the purpose of Overtime and minimum time calculations, an Employee may not be paid twice for the same time period. If time periods overlap, then the time shall be calculated as a continuous work period.
2. The Work Period for Sworn Employees is 14-days per the FLSA 7K exemption. Sworn employees will be paid at the Overtime Rate for all hours worked in excess of eighty (80) hours per 14-day FLSA work period.
3. All time on paid leave status will be considered hours worked for the purpose of computing Overtime.
4. Work schedules may be temporarily realigned for Employees attending Job-Related Training. Consistent with the realigned work schedule, Employees traveling to and from such training outside of those work hours, minus the time it would take to drive to and from their residence to the SCPD, shall be compensated by the City. The Employee shall receive written approval in advance for such compensated travel.
5. Employees attending job-related and assigned training shall receive credit for the total amount of hours scheduled for that training even if it is less than the original scheduled time. Employee travel time, however, shall not be calculated as overtime if that travel time falls within the scheduled course hours.
6. When an Employee is expected to be absent for one or more workweeks for Workers' Compensation Leave (4850 or Temporary Total Disability), Sick Leave, Family or Medical Leave pursuant to state and federal law, or a non-paid status, the employee's work schedule shall be converted to a five (5) day, forty (40) hour workweek at the beginning of the work period following receipt of such information, or, if known prior to the work period in which the absence will occur, at the beginning of the work period in which the absence begins.
7. Employees working on an authorized and documented temporary assignment under Light Duty or a Reasonable Accommodation will have their work schedule changed to meet the needs of the unit to which they are assigned during these temporary assignments.
8. The parties agree to meet and confer regarding implementation of a different FLSA work period for sworn employees.

ARTICLE 5 COMPENSATORY TIME OFF (CTO)

1. CTO Accumulation.
Except as otherwise provided in this Article, an Employee shall have the discretion to have the compensation for hours worked on an Overtime basis credited as either CTO or paid Overtime. The maximum accumulation of CTO is as follows: the first 10 years of City service: 160.0 hours;

over 10 years of City service: 200.0 hours. If an Employee is at or above the CTO limit, he/she will prospectively only get paid Overtime (as opposed to CTO) for Overtime worked. Once the CTO balance has been reduced by 40 hours below the limit, an Employee will again be allowed to accrue CTO as opposed to receiving Overtime pay. Employees shall schedule time off using CTO only with prior Police Chief approval.

2. Backfilling on CTO.

When one Employee uses CTO to be off work on a paid basis, and if the Employee who backfills the first Employee would be working in an Overtime situation, the backfilling Employee may not accrue CTO for that backfilling role.

3. Grant-Funded CTO.

In order to ensure that the General Fund is not negatively impacted, Employees working Overtime on a grant-funded project or assignment shall receive compensation for Overtime hours worked on a paid basis only.

4. CTO Cash-Out.

Employees are allowed to cash out a maximum of sixty (60) hours of CTO as accrued by January of each year). The combined total annual cash-out between Vacation, Holiday and CTO may not exceed sixty (60) hours. 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 to cash-out 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 January cash-out, Employees may not cash out 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.

ARTICLE 6 VACATION LEAVE

1. Vacation Accrual.

The accumulation of Vacation Leave shall commence effective with the date of hire according to the following schedule and be prorated on a pay period basis:

- A. For the first five years of service. Employees shall earn and be credited with Vacation Leave at the rate of 80.0 hours per year (3.08 hours per Pay Period).
- B. Commencing with the sixth year. Employees shall earn and be credited with Vacation Leave at the rate of 120.0 hours per year (4.62 hours per Pay Period).
- C. Commencing with the eleventh year. Employees shall earn and be credited with Vacation Leave at the rate of 144.0 hours per year (5.54 hours per Pay Period).

D. Commencing with the sixteenth year of service. Employees shall earn and be credited with Vacation Leave at the rate of 160.0 hours per year (6.15 hours per Pay Period).

2. Maximum Accumulation.

Employees with 15 or fewer years of service with the City may accumulate up to a maximum of 240.0 hours of Vacation Leave. Employees with over 15 of service with the City may accumulate up to a maximum of 320.0 hours of Vacation Leave. Under exceptional circumstances, such as heavy workloads or staffing shortages, the City Manager may authorize the accumulation of additional Vacation Leave. If an Employee is at the limit, he/she must request to take Vacation Leave off. If a written request to do so is disapproved, the limit may be increased by the City Manager. Failure to request time off will result in stopping the accrual of Vacation Leave until the balance is reduced by 40 hours.

3. Vacation Cash-Out.

Employees may not cash out Vacation Leave except upon leaving City Service or during the annual January cash-out. The combined total annual cash-out between Vacation, Holiday and CTO may not exceed sixty (60) hours. The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each employee's current Vacation balance. Employees may make an irrevocable request for the upcoming calendar year to cash-out Vacation 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. No Vacation cash-out election will be allowed for any Employee for a period of four months following the last day for a suspension from duty for disciplinary reasons.

4. 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.

5. Upon Death.

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

ARTICLE 7 UNIFORMS AND CLEANING

A clothing allowance shall be paid by the City as provided below:

1. **Uniform Allowances.** Annually, the City shall pay those Employees required to wear uniforms \$1300, to be paid in regular paychecks on a pro-rata basis, equally divided across each of the 26 paychecks.

2. **New Employees** may receive an advance of their first uniform allowance payment. Should a new Employee leave employment with the City prior to completion of one year, the

advanced clothing allowance shall be withheld from his/her final paycheck or shall otherwise be returned to the City.

3. If an Employee terminates employment with the City prior to the payment of the allowance, the Employee shall not receive the clothing allowance.

4. The City agrees to replace or repair uniforms or equipment required by general order of the department that are damaged in the scope of employment. Said repairs should be completed only when they do not adversely affect the appearance or function of the item. Items of substantial age or heavily worn may be prorated for replacement.

ARTICLE 8 SOFT BODY ARMOR

1. The City will purchase a soft-body armor vest for each officer.

2. The vendor will be chosen by the City. The department will purchase up to a level II vest. Any vest upgrade will be the responsibility of the officer, who will forfeit that upgrade should they have to relinquish the vest to the department due to separation during probation as outlined in item 6 of this section.

3. The City will replace the safety vest five years after the date of purchase or upon proof that the vest is defective.

4. The vest shall remain the property of the City. Ownership shall transfer to the Employee if the Employee separates from service on good terms after at least one year of employment, or upon completion of probation in the case of newly hired officers.

5. The Employee shall be required to wear the vest while assigned to patrol duties.

6. Should an Employee separate from City Service prior to the completion of probation, the vest shall be returned to the City.

ARTICLE 9 VEHICLE ASSIGNMENT

1. Having personnel with expertise in investigations on an on-call status is crucial to the daily operations of this agency. Those personnel assigned to Investigations are required to respond as rapidly as possible to an event requiring their expertise. For this reason, the Department may assign a take-home vehicle to members assigned to Investigations and subject to being on-call. It is the policy of the Suisun City Police Department to restrict the assignment of such vehicles to individuals within a seventy-five (75)-mile radius from the Police Department, except as otherwise approved by the Police Chief.

2. Members assigned a take home vehicle are to adhere to the provisions of the Police Department's Vehicle Use and Drug and Alcohol-Free Workplace policies, except as follows:

3. Members assigned to Investigations, with the approval from the Police Commander, are authorized to take an assigned city vehicle home. City owned vehicles are to be left at the Police Department during vacations or other periods of leave or extended leave or extended absence, except as authorized by the Police Commander.
4. When a member is on-call, the vehicle may be operated for local usage to maintain their on-call availability and in lieu of on-call or standby compensation. The member is required to be reachable by phone, able to return to work within sixty (60) minutes of being called and is to refrain from activities which might impair their ability to safely perform assigned duties.
5. When a member is not on-call, off duty usage is restricted to travel to and from work or other work-related purposes. Limited, incidental personal business while traveling to and from work is allowable.
6. Members may carry passengers in the vehicle; however, they shall not dress in a manner or exhibit conduct that will bring discredit upon the City. Members are responsible for the appearance and conduct of all passengers in their take-home vehicle.

ARTICLE 10 EDUCATION AND REIMBURSEMENT

1. Approval.

On the written recommendation of the Police Chief and the written approval of the City Manager, an Employee may embark on an approved course of study 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. If the Police Chief does not recommend reimbursement for a course of study, then the Employee may appeal to the City Manager, whose decision shall be final. Employees shall not engage in any course of study covered herein, while on duty. Department-mandated job-related training is separate from voluntary education and is provided on-duty and is determined based on the needs of the department. Employees seeking physical fitness program allowance will reduce the amount of education reimbursement they are eligible to receive by an amount equal to the reimbursement received under the physical fitness program.

2. Alternative Programs Available.

Each fiscal year employees may choose from one of the following Education Reimbursement programs: A) Reimbursement of up to \$1,800 for pursuit of a college degree, B) Reimbursement of up to \$750 for job-related courses or a certificate program; or C) a loan under the Safety Education Loan Forgiveness (SELF) Program. Courses require pre-approval, prior to the date of enrollment in the course, to ensure the expense is eligible under the MOU.

3. Education Reimbursement for Pursuit of a Degree.

For those Employees pursuing an Undergraduate or Graduate Degree, the maximum reimbursement is \$1,800 per fiscal year for eligible expenditures that have occurred during that

fiscal year. Upon successful completion of the course work (a grade of "C" or better), the Employee shall submit to the Police Chief copies of dated receipts showing education costs (tuition, books, materials), as well as transcripts, grades or certificates showing successful course completion.

4. Education Reimbursement for Job-Related Courses.

For those Employees pursuing an approved course of study that does not involve receiving a college degree, the maximum reimbursement is \$750 per fiscal year. Upon successful completion of the course work (a grade of "C" or better), the Employee shall submit to the Police Chief, copies of dated receipts showing education costs (tuition, books, materials), as well as transcripts, grades or certificates showing successful course completion.

5. Safety Education Loan Forgiveness (SELF) Program.

SCPOA and the City agree with the interest of enhancing the training and retaining of SCPD employees. The Safety Education Loan Forgiveness (SELF) Program provides a forgivable loan amount of up to a maximum \$10,000 per employee for a program leading to a bachelor's degree or other advanced degree (master's or doctorate). The City would pay an amount up to \$5,000 per fiscal year to the employee for tuition and related direct expenses as provided below:

- A. In order to be eligible for the program, an employee must have been an employee of SCPD for a minimum of one (1) year and have completed field training. The course of study must be approved in advance, be relevant to the City, and be from a regionally accredited, degree-granting institution. Course of study may include courses in a job-related field, or to improve opportunities for advancement or promotion within the City.
- B. Employees would have up to a maximum of four (4) years to successfully complete the program by obtaining their degree. The maximum loan amount is limited to \$5,000 per year, with a total of \$10,000 per employee within the four (4) year period.
- C. If an employee (1) does not complete the program within the four years, (2) quits the program, or (3) leaves City service prior to completion of the program, repayment of all funds disbursed under the program would be due back to the City. The repayment would be required to be paid via a payroll deduction (presumably from paid leave cash-out). In the event of insufficient paid leave balances, employees would be permitted to spread the amount due back to the City in equal payments for up to one (1) year, provided they are in City service during this time. If they leave City service during this repayment period, any balance remaining on the final date of employment would become immediately due and payable.
- D. Upon successful completion of the program, provided an employee remains in City service, the SELF Program loan would be forgiven after the completion of five years of city service after graduating. If an employee successfully completes the program, but

leaves City service prior to this time, the loan would be required to be paid via a payroll deduction (presumably from paid leave cash-out) based on the following schedule:

- 1) 100% repayment for an employee who leaves City within one (1) year after graduation from the program.
- 2) 75% repayment for an employee who leaves City service during the within two (2) year after graduating the program.
- 3) 50% repayment for an employee who leaves City service during the within three (3) years after graduating the program.
- 4) 25% repayment for an employee who leaves City service during the within four (4) years after graduating the program.

E. Loan Forgiveness. The city agrees that any loan amount up to ten thousand dollars (\$10,000.00) dollars provided under the SELF program will be forgiven if the employee earns a bachelor's degree or higher and completes five (5) years of services with the city after graduation. If the employee separates from city service or does not complete the program within the four years, the employee will be required to reimburse the city per the schedule outlined herein.

ARTICLE 11 PHYSICAL FITNESS PROGRAM

Upon approval of the Police Chief, Employees may receive an annual allowance of up to \$250 of the employee education reimbursement to be used toward fifty (50%) percent of the cost of health club membership or other approved physical fitness training. The Physical Fitness allowance will be paid on the regular paychecks on a pro-rata basis, equally divided across each of the 26 pay checks. Employees must opt into the Physical Fitness Program annually during the month of June for the following fiscal year. Employees will be required to submit verification of membership at a health club or in another physical fitness training program and must maintain membership throughout the year to continue receiving this allowance. Employees must immediately report termination of their health club or physical fitness program membership to avoid overpayment of this allowance. This allowance may only be used for club dues or other approved physical fitness training regimen and may not be used to purchase home gym equipment.

[APPENDIX B – DISPATCH EMPLOYEES ON NEXT PAGE]

APPENDIX B – DISPATCH EMPLOYEES

ARTICLE 1 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 2 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.

ARTICLE 3 MERIT INCREASES

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

ARTICLE 4 ADDITIONAL COMPENSATION

1. POST Certificate Pay – Dispatch Employees.

The City shall pay two (2%) percent of Base Salary to employees in the Public Safety Dispatcher I/II/Senior classifications who have earned a Peace Officer Standards and Training (hereinafter "POST") Basic Certificate.

- A. Public Safety Dispatcher I/II/Senior employees in possession of a POST Basic Certificate as of 7/1/2023, will receive the POST Certificate Pay during the first pay period following 7/1/2023.
- B. Public Safety Dispatcher I employees will be provided the POST Certificate Pay in the first full pay period immediately following the City's receipt of the certification from POST effective the issue day of the certificate.

2. Incentive Pay.

- A. 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.
- B. Authorized Incentive Pay for special education and certifications shall be as follows: All Employees Covered by Agreement for an AA Degree or Higher 3%

3. Solo Dispatch Pay.

The City endeavors to provide adequate coverage during peak dispatch operations periods. When a dispatcher works alone for five (5) or more hours, the City will provide a two (2%) percent increase in compensation for that shift for the full duration of that shift.

4. Dispatch Employee Longevity Pay.

- A. Effective the first pay period following 7/1/2023, 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 City service shall be entitled to an additional two (2%) percent increase in compensation (for a total of four (4%) percent).
- B. Dispatch Employee Longevity Pay. 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 three (3%) percent increase in compensation; employees who complete ten (10) years of continuous full-time City serve, shall be entitled to a three (3%) percent increase in compensation (for a total of six (6%) percent.)

ARTICLE 5 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 9.0-hour Workday, the Employee would receive 8.0 hours of Holiday Time Off and the balance of 1.0 hour may be made up through use of Vacation Leave, Holiday Leave, or CTO. Sick Leave may not be used to make up for Holiday Time Off shortfalls.

3. Conflict with FLSA.

The City and SCPOA 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.

5. Dispatch Schedule Meet and Confer.

The parties agree to meet and confer on the work schedule for represented Dispatch employees.

ARTICLE 6 ON-CALL (STANDBY) DUTY

The following procedures shall apply exclusively to On-Call assignments for Police Dispatchers when so assigned and where Dispatchers are required to make themselves available for a share of weekly Dispatcher On-Call (sometimes referred to as Standby) duty:

1. Dispatcher On-Call will be assigned based on schedules and availability.
2. Dispatchers scheduled for On-Call Duty agree to be "available" for Call-Out for the days and times scheduled. Availability includes the ability to respond within one (1) hour of notification and refrain from the consumption of alcohol, which may render Employee unable to respond upon Call-Out.
3. Dispatchers shall be available by phone and shall respond to the phone call and arrive at the worksite as directed.
4. Dispatcher On-Call Duty schedules shall be assigned in two 12-hour increments when a potential vacancy could cause a lack of adequate staffing in the communications center.
5. Dispatchers who have been scheduled for On-Call Duty and either fail to be "available" or fail to report for work once notified shall be subject to disciplinary action.
6. Dispatchers who are ill shall contact the on-duty supervisor at the soonest opportunity available so that the scheduled On-Call employee can make the necessary arrangements to fill the shift in need. The employee on the shift prior to the vacant shift may be held over until such a time as the On-Call employee relieves them. Under no circumstance shall the communications center be left without any personnel. The purpose of this procedure is to ensure the communications center always has a back-up if the on-duty person on a minimum staffed shift becomes ill or otherwise no longer available to work.

7. Dispatchers may request that their supervisor consider trading or rescheduling their On-Call Duty assignment with another Employee. The supervisor shall retain the option of releasing the Employee from the scheduled On-Call Duty assignment.

8. Dispatchers scheduled for weekday On-Call Duty (from the end of the workday on one day to the beginning of the next workday during the work week, which is from 12:00 am Monday through 11:59 pm Friday) will receive two (2) hours of On-Call Pay per day at the employee's regular rate of pay.

9. Dispatchers scheduled for weekend On-Call Duty (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, 12:00 am Saturday through 11:59 pm Sunday) will receive four (4) hours of On-Call Pay per day at the employee's regular rate of pay.

10. Dispatchers scheduled for Holiday On-Call Duty (from 12:00 am to 11:59 pm on a recognized City Holiday) will receive six (6) hours of On-Call Pay per day at one and one half (1-1/2) times the employee's regular rate of pay.

11. In the event of a Call-Out, the Dispatcher 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. Employees working more than two (2) hours shall be paid hour-for-hour of the time worked at appropriate pay rate or receive equivalent CTO, at the Employee's option.

12. In the event a Call-Out occurs which requires the Dispatcher to work any amount of time between 12:00 am and 11:59 pm of a holiday, the Employee shall be paid for a minimum of two (2) hours of time at 1.5 times their hourly rate of pay or receive equivalent CTO, at the Employee's option.

Example: Call-Out begins at 11:30 pm and ends at 1:30 am, Dispatcher receives 2 hours of Call Out pay at 1.5 times their hourly rate.

ARTICLE 7 OVERTIME

The following procedures shall apply to Overtime and Compensatory Time Off (hereinafter "CTO"):

1. 5/40 Work Schedule.

For all Employees assigned to a 5/40 work schedule, all work performed in excess of 40.0 hours in a workweek or 8.0 hours in a day, that was approved in advance by the Department Head (except emergency Overtime associated with a Call Out), shall be paid at one and one-half times the Employee's regular pay.

2. Alternative Work Schedules.

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

3. Employee-Requested 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.

ARTICLE 8 COMPENSATORY TIME OFF (CTO)

1. Overtime Credited as CTO.

Except as provided in Section 2 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.

2. Above CTO Limit.

If an Employee is at or above the CTO limit, he/she will prospectively only get paid Overtime (as opposed to CTO) for Overtime worked. Once the CTO balance has been reduced by 40.0 hours below the limit, an Employee will again be allowed to accrue CTO as opposed to receiving Overtime pay. Upon separation of service, an Employee is entitled to receive the cash value of all accrued CTO.

3. CTO Cash-Out.

Employees are allowed to cash-out a maximum of 40.0 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.

ARTICLE 9 VACATION LEAVE

Use of Vacation Leave requires prior written approval by the Department Head or designee. Employees are encouraged to take vacations lasting at least one week. Vacation Leave may not be granted in excess of the Vacation Leave balance that has been accrued at the time that the Vacation Leave is granted.

1. Vacation Accrual.

Accumulation of Vacation Leave shall commence effective with the date of hire, according to the following schedule, prorated on a pay period basis (annual total divided by 26 bi-weekly pay periods to two decimal places of accuracy):

- A. For the First Five Years of Service. Employees shall earn and be credited with Vacation Leave at the rate of 80.0 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 120.0 hours for those working 40.0 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 160.0 hours for those working 40.0 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 184.0 hours for those working 40.0 hours per week or a 9/80 schedule per pay period per year.

2. Maximum Accumulation.

Employees with 15 or fewer years of service with the City may accumulate up to a maximum of 240.0 hours of Vacation Leave. Employees with over 15 years of service with the City may accumulate up to a maximum of 320.0 hours of Vacation Leave. Under exceptional circumstances, such as heavy workloads or staffing shortages, the City Manager may authorize the accumulation of additional Vacation Leave. If an Employee is at the limit, he/she must request to take Vacation Leave off. If a written request to do so is disapproved, the limit may be increased by the City Manager. Failure to request time off will result in stopping the accrual of Vacation Leave until the balance is reduced by 40 hours.

3. Vacation Leave 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.

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 40.0 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 UNIFORMS AND UNIFORM ALLOWANCES

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

Job Class	Total
Senior Public Safety Dispatcher	\$900.00

Public Safety Dispatcher I/II	\$900.00
Community Services Officer 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.

ARTICLE 12 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 13 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 \$1,000 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 education reimbursement paid by the City.

ARTICLE 14 GRIEVANCE PROCEDURE

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

ARTICLE 15 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 SCPOA 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 16 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.

[SIGNATURES ON NEXT PAGE]

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

**CITY OF SUISUN CITY
REPRESENTATIVES:**



Gregory Folsom, City Manager



Christina Perland, HR Administrator




Kris Lofthus, Deputy City Manager



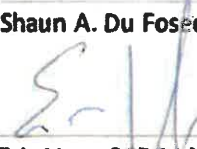
Colin Tanner, Deputy City Attorney

**SCPOA
REPRESENTATIVES:**

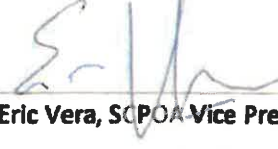


Shaun Du Fosee


Digitally signed by: Shaun Du Fosee
DN: CN = Shaun Du Fosee email =
sdfosee@scpoa.org, C = US, O =
scpoa.org, OU = Labor Consultant
Date: 2023.07.06 12:20:00 -08'00'



Shaun A. Du Fosee, Labor Consultant SCPOA




Eric Vera, SCPOA Vice President




Sigfred D. Neri

Digitally signed by Sigfred
D. Neri
Date: 2023.07.06
10:28:17 -07'00'



Sigfred Neri, SCPOA Representative



Amanda Marler, SCPOA Representative

Approved as to form
Aleshire & Wynder, LLP



Elena Q Gerli, City Attorney