





**CITY OF SUISUN CITY  
AMENDED AND RESTATED  
SCHEDULE OF SALARY AND BENEFITS  
FOR UNREPRESENTED AND  
EXECUTIVE MANAGEMENT EMPLOYEES  
EFFECTIVE August 13, 2024  
Adopted by Resolution No. 2024-107**

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**ARTICLE 1                    INTRODUCTION**

**Section 01.                    AFFECTED EMPLOYEES.**

This Schedule of Salary and Benefits for Unrepresented and Executive Management Employees (the "Plan") shall be in force and effect for the following classifications of employees with the City of Suisun City ("City"), hereinafter referred to as the "Affected Employee(s)," and is also subject to any express employment contracts entered into and signed by the City and the Affected Employees with the employment contract taking precedence over this Plan:

- Development Services Director
- Finance Director
- Fire Chief
- Human Resources Administrator
- Police Chief
- Public Works Director / City Engineer
- Recreation, Parks, & Marina Director

**Section 02.                    FIRE BATTALION CHIEF.**

The Fire Battalion Chief classification shall receive the same benefits afforded to the Fire Captains and Fire Engineers, represented by the Suisun City Professional Firefighters' Association, (SCFPA, IAFF 1186), provided under the SCPFA Memorandum of Understanding (MOU), as amended from time to time, even if expired, including uniform allowance at \$1300 annually, which will be paid on the regular paychecks on a pro-rata basis, equally divided across each of the twenty-six (26) pay periods/paychecks. The Fire Battalion Chief classification is explicitly excluded from any and all provisions of this Plan that apply expressly to Affected Employees in the classifications identified in Section 1. Fire Battalion Chiefs are not at-will employees and are FLSA non-exempt. Wages for the Fire Battalion Chief classification will be adjusted by -0.367% effective July 21, 2023.

**Section 03.                    CHIEF BUILDING OFFICIAL.**

The Building Official shall receive the same benefits afforded to Management and Professional employees, represented by the Suisun City Management and Professional Employees' Association (SCMPEA) as provided under the SCMPEA MOU, as amended from time to time, even if expired. The Building Official classification is explicitly excluded from any and all provisions of this Plan that apply expressly to Affected Employees in the classifications identified in Section 1. Wages for the Building Official classification will be adjusted by 10.174% effective July 21, 2023.

**Section 04.                    AT-WILL EMPLOYMENT STATUS.**

All Affected Employees, are deemed to be "at-will" employees serving solely at the pleasure of the City Manager and are subject to dismissal without notice and without cause whatsoever; and without any right of due process hearing, including any so-called "Skelly" pre-disciplinary notice and response or post-termination appeal hearing. Cause shall be defined as malfeasance, misfeasance, misconduct, unethical conduct, illegal conduct, insubordination or any other conduct that the City Council, in its sole discretion, deems to reflect poorly on the City, its employees, or its services. In the

event of such voluntary or involuntary termination, the sole and entire right of any Affected Employee shall be to receive compensation, if any, which vested prior to the date of the termination. This provision does not waive any public safety statutory rights afforded to the Police Chief and/or Fire Chief.

**Section 05. FUTURE ADDITIONAL CLASSIFICATIONS.**

This Plan shall include future additional classifications determined under applicable City Resolution to be “at-will” within the categories of Unrepresented or Executive Management.

**ARTICLE 2 SALARY**

**Section 01. SALARY SCHEDULE SYSTEM.**

The City maintains a separate City-wide Salary Resolution, for all City employees, including Affected Employees who are now employed, or will in the future be employed, in any of the designated positions of employment set forth in Article I, Section 01 above. The compensation of all Affected Employees shall be determined on a merit basis and Affected Employees will be paid in accordance with the range of pay identified by position in the separate salary schedule resolution or by written contract signed by the City and the Affected Employee.

**Section 02. BASE WAGE INCREASES**

**A. EFFECTIVE MAY 12, 2023.**

Effective May 12, 2023, base hourly wages will be adjusted as follows:

1. Miscellaneous. Base hourly wage increases of two dollars (\$2.00) per hour to the wage range for all unrepresented miscellaneous job classes.
2. Police and Fire. Base hourly wage increases of six dollars (\$6.00) per hour to the wage range for all unrepresented safety job classes.

**B. EFFECTIVE JULY 21, 2023.**

Effective July 21, 2023, base hourly wages will be adjusted as follows:

<u>Job Class</u>	<u>Approximate Wage Adjustment</u>
Development Services Director	10.124%
Finance Director	10.124%
Fire Chief	0.234%
Human Resources Administrator	23.832%
Police Chief	16.746%
Public Works Director / City Engineer	18.724%
Recreation, Parks, & Marina Director	10.124%

**C. FINANCE DIRECTOR BASE WAGE ADJUSTMENT.**

Effective February 16, 2024, the base hourly wage for the Finance Director will be increased by 4%.



**D. DEVELOPMENT SERVICES DIRECTOR, RECREATION, PARKS, & MARINA DIRECTOR, HUMAN RESOURCES ADMINISTRATOR BASE WAGE ADJUSTMENT.**

Effective August 16, 2024, the base hourly wage for the Development Services Director, the Recreation, Parks, & Marina Director, and the Human Resources Administrator will be increased by 4%.

**Section 03. LEVEL OF COMPENSATION.**

The compensation of all Affected Employees shall be determined on a merit basis, and said employees shall initially be placed, at time of appointment by the City Manager, at a pay step within the applicable pay ranges as established in the City's salary resolution.

**Section 04. ADVANCEMENT WITHIN THE SALARY SCHEDULE.**

Affected Employees shall be considered for advancement within the steps of the City's Salary Schedule resolution at the discretion of the City Manager. The City Manager shall evaluate all Employees on an annual basis as determined by the initial hire date. If it is determined that an Employee is eligible for an advancement, the effective date of the advancement shall be the first payroll period following the City Manager's approval unless otherwise specified by the City Manager. Advancements within the salary range may be granted, based on merit, if an Employee demonstrates exceptional ability and proficiency in the performance of the employee's duties as determined by the City Manager.

**Section 05. WORK SCHEDULES.**

The traditional work schedule is a 40.0-hour workweek consisting of five (5) consecutive eight (8) hour days in a seven (7)-day period (hereinafter "5/40"), beginning at 12:00 am on Friday through 11:59 pm on the following Thursday. All other work schedules shall be considered Alternative Work Schedules.

**Section 06. ALTERNATIVE WORK SCHEDULES.**

Nine (9) workdays totaling eighty (80) hours during a fourteen (14)-day period beginning at 12:00 am on Friday through 11:59 pm on the following Thursday (hereinafter "9/80"), or any other configuration approved by the City Manager.

**Section 07. FLSA EXEMPT STATUS.**

The City designates the Affected Employees as exempt from overtime for purposes of the Fair Labor Standards Act ("FLSA"). The City shall comply with all applicable state and federal standards, regulations and laws relative to its designations of these employees as exempt for FLSA purposes.

**ARTICLE 3 OTHER COMPENSATION**

**Section 01. ACTING CITY MANAGER PAY.**

If assigned as Acting City Manager for a duration that exceeds seven (7) business days, the Affected Employee shall receive Acting Pay of ten percent (10%) of base pay. This compensation is non-pensionable compensation.

**Section 02. DEPUTY CITY MANAGER ASSIGNMENT & PAY.**

This is a two (2) year pilot program which can be paused or eliminated by City Council at any time. The City Manager, with the concurrence of the City Council in closed session consistent with current Department Head appointment procedures, may assign at their discretion a designee who is covered by the City's Resolution governing Unrepresented and Executive Management Employees, to serve as Deputy City Manager over non-public safety services. Assignees will have up to a two (2) year assignment that can be revoked by the City Manager, with the concurrence of City Council in closed session, at any time. The assignment ending date must be specified upon the assignment and may be extended for longer than two (2) years only if the pilot program is also extended. Assignees will be required to continue to maintain a high level of job performance in their existing position and have capacity to take on this additional assignment. The pilot program shall be reviewed by City Council every six (6) months. If assigned as Deputy City Manager for a duration that exceeds seven (7) business days, the assigned employee shall receive Acting Pay of fifteen percent (15%) of base pay, which shall not be pensionable compensation.

**Section 03. FIRE DUTY CHIEF STANDBY PAY.**

Due to the City's inability to afford full-time staff to serve as a Fire Duty Chief for each shift, the Fire Chief may be assigned to serve as Fire Duty Chief on a standby basis in addition to regular hours worked, typically overnight and on regularly scheduled days off. The Fire Chief when assigned to serve as Duty Chief shall receive additional non-pensionable Fire Duty Chief Standby Pay per assigned shift as follows: \$200 per weekday evening shift (5:01 p.m. to 8:29 a.m.), \$200 per weekend day shift (8:30 a.m. to 8:29 p.m.), and \$200 per weekend evening shift (8:30 p.m. to 8:29 a.m.); this additional pay will be limited to no more than fifteen (15) shifts per month. If operationally necessary, the City Manager may authorize additional shifts that must be requested and approved in writing. It is expected that such assignment would be made on monthly basis taking the form of a rotation between participants to reduce the burden on any single individual and to distribute evenly the assignment to the maximum extent possible. Employees must be scheduled for Fire Duty Chief Standby in such a manner as to ensure at least one-consecutive day off (e.g., no regular or standby work assignment) each week of a month to the maximum extent possible. The Fire Chief shall have the sole ability to schedule one Fire Duty Chief per shift based on staffing, budget, and operational discretion as they see fit, but shall not assign themselves any greater participation than assigned to any single Fire Division Chief to the maximum extent possible and/or mutually agreed upon allotment between the Chief Officers.

**Section 04. ADVANCED EDUCATION COMPENSATION.**

Affected Employees that have an advanced degree (master's degree, doctorate, etc.) that complements their job duties and descriptions or provides benefit to the City, and exceeds the job description or classification specification requirement, will be given a base salary compensation adjustment of three (3%) percent. This incentive is limited to a maximum of three (3%) percent regardless of the number of degrees exceeding the job requirement. An advanced degree required for the position is not eligible for the incentive. This compensation must be approved by the City Manager.

**Section 05.                    AUTOMOBILE ALLOWANCE.**

Affected Employees shall receive four hundred dollars (\$400.00) per month in automobile allowance or a take home City vehicle, as determined by the City Manager. All uses of City vehicles shall be per the City vehicle use policy.

**Section 06.                    TECHNOLOGY/CELL PHONE EQUIPMENT.**

Subject to the written approval of the City Manager, the City shall provide Affected Employees with a City purchased and maintained cell phone, tablet, lap-top, personal computer, printer, remote access from home computer and all other related technology needed to successfully undertake their position, provided such equipment is available for use and/or has been budgeted for.

**Section 07.                    CONFIDENTIAL EMPLOYEE PROGRAM TERMINATION.**

Currently, the Recreation, Parks, and Marina Director, hired prior to July 30, 2019, receives a 3% Confidential Pay Differential which is added to the employee's base pay. No other Executive Management classifications are eligible for this pay and the Confidential Pay Program will end with the departure of the current incumbent Recreation, Parks, and Marina Director.

**Section 08.                    NOTARY PAY.**

Any employee that possesses an official Notary Commission and is required to perform these duties in addition to their normal job duties shall be afforded a monthly \$50 allowance, approved by the City Manager. The City will provide the cost of training, certification, recertification, bond, insurance and recording with the County Recorder of the Notary Commission for any employees required to obtain and maintain an official Notary Commission.

**Section 09.                    LONGEVITY PAY.**

Upon the completion of five (5) years of continuous full-time City service, Affected Employees shall receive an amount equal to three percent (3%) of current base salary. Affected Employees who complete ten (10) years of continuous full-time City service shall receive an additional three percent (3%) of current base salary (for a total of six percent (6%)).

In addition to eligibility for the longevity pay described in the paragraph above, Affected Employees who have completed fifteen (15) years of service as a sworn law enforcement officer, shall receive an additional three percent (3%) of current base salary (eligible for up to nine percent (9%) total longevity pay).

**Section 10.                    POST EXECUTIVE MANAGEMENT CERTIFICATE PAY.**

Affected Employees that possess a POST Executive Management Certificate shall receive an amount equal to five percent (5%) of current base salary.

## **ARTICLE 4**

## **EDUCATION REIMBURSEMENT**

### **Section 01. LIMITATIONS ON EDUCATION REIMBURSEMENT.**

Upon approval of the City Manager, the City shall reimburse Affected Employees' costs for further education such as tuition, registration fees, and books, subject to the limits set forth in this Article. Other fees such as mileage, activity cards and other optional fees and lab fees shall not be reimbursed. The following rules shall apply for education reimbursement:

- A. Courses, degrees and certifications must relate to the Employee's position or be directly related to the employee's potential professional development with the City.
- B. Pre-approval by the City Manager is required in advance of registering any the course of instruction.
- C. Course work taken only at institutions accredited by nationally recognized accrediting agencies that the federal Secretary of Education has determined to be reliable authorities as to the quality of such education or training offered shall be considered for reimbursement. Correspondence courses shall not be eligible. Reimbursement for course work taken at a non-accredited institution shall be subject to the sole discretion of the City Manager.
- D. Employees shall only receive education reimbursement if they satisfactorily complete the approved course with a "pass" or grade of "C" or better.
- E. In the event an Employee receives assistance under federal or state government legislation or other student aid program for education charges for an approved course, only the difference, if any, between such assistance and the education charges an employee actually incurs, shall be eligible for reimbursement under this program.
- F. Upon completion of each course, an Employee shall be responsible for reporting grades received to the Personnel Department for recording purposes and for supplying a copy of the grade receipt for the employee's personnel file.

**Section 02.** Reimbursement for books and registration fees shall be paid upon proof of payment by the Employee. Tuition costs shall be reimbursed following completion of the course and submittal of proof for the successful completion of the course as required by this Article. If the City requires the employee to withdraw from the course, the City shall reimburse the employee for the full cost of tuition. All payments shall be made as part of the regular City warrant.

**Section 03.** Failure on the part of an Employee to provide any information required to determine eligibility for reimbursement, or providing false information for reimbursement requests, shall result in the employee being ineligible for any future tuition reimbursements, and may result in disciplinary action up to and including termination of employment.

**Section 04.** In no case shall the total amount of education reimbursement for individual courses provided to an Employee in a given fiscal year exceed one thousand five hundred dollars (\$1,500.00). If an Employee leaves City service within two (2) 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, which may be withheld from the Employee's final paycheck per agreement by the Employee.

## **ARTICLE 5                    RETIREMENT BENEFITS**

### **Section 01.    THE CALIFORNIA PUBLIC EMPLOYEES' PENSION REFORM ACT OF 2013 (PEPRA).**

PEPRA took effect January 1, 2013. PEPRA outlines the definition of Classic and New Members and specifies requirements specific to these classes of members. Eligibility as a Classic or New Member is also governed by the Public Employees' Retirement Law (PERL), and eligibility determinations are made solely by California Public Employees' Retirement System (CalPERS).

### **Section 02.    CLASSIC MISCELLANEOUS EMPLOYEE RETIREMENT BENEFITS.**

Except as otherwise provided in this Article, the City provides the two (2%) percent at fifty-five (55) CalPERS Retirement Plan, with One (1)-Year Final Compensation, including the 1959 Survivor's Benefit Level three (3), for Classic Miscellaneous Employees. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS. As soon as practicable and approved by CalPERS, all Miscellaneous Employees will receive an increase to their base hourly rate of seven-point-five (7.5%) percent in exchange for Classic Miscellaneous employees paying the full employee contribution along with employees governed by PEPRA.

### **Section 03.    CLASSIC SAFETY FIRE EMPLOYEE RETIREMENT BENEFITS.**

Except as otherwise provided in this Article, the City provides the two (2%) percent at fifty-five (55) CalPERS Retirement Plan, with One (1)-Year Final Compensation, including the 1959 Survivor's Benefit Level three (3), for Classic Safety Fire Employees. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS. As soon as practicable and approved by CalPERS, all Fire Safety Affected Employees will receive an increase to their base hourly rate of seven-point-five (7.5%) percent in exchange for the Classic Safety Fire employees paying the full employee contribution along with employees governed by PEPRA.

### **Section 04.    CLASSIC SAFETY POLICE EMPLOYEE RETIREMENT BENEFITS.**

Except as otherwise provided in this Article, the City provides the CalPERS three (3%) percent at fifty (50) Retirement Plan, with One (1)-Year Final Compensation and Credit for Unused Sick Leave Government Code Sections 20042 and 20965 respectively, for Classic Safety Police Employees. The Credit for Unused Sick Leave will be reduced by the number of hours converted to cash pursuant to Section 5 of Article IX. The following provisions apply to Affected Employees receiving Safety Police benefits:

- A.     The City shall continue to provide Level four (4), Survivor Benefits through CalPERS.
- B.     The employee shall pay the Employee's contribution as established by CalPERS.
- C.     Consistent with Internal Revenue Code Section 414(h)(2), that portion of the Affected Employee's contribution paid by the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.

- D. As soon as practicable and approved by CalPERS, all Safety Police Affected Employees will receive an increase to their base hourly rate of five-point-five (5.5%) percent in exchange for the Classic Safety Police Employees paying the full employee contribution along with employees governed by PEPRA.

**Section 05. PEPRA NEW MISCELLANEOUS EMPLOYEE RETIREMENT BENEFITS.**

The City provides the two (2%) percent at sixty-two (62) CalPERS Plan for New Member 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 Employer Paid Member Contribution (EPMC) is available for New Members. Should any provision in this Article be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

**Section 06. PEPRA NEW SAFETY FIRE EMPLOYEE RETIREMENT BENEFITS.**

The City provides the two (2%) percent at fifty-seven (57) CalPERS PEPRA Plan for New Member Safety Fire 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 for New Members. Should any provision in this Article be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

**Section 07. PEPRA NEW SAFETY POLICE EMPLOYEE RETIREMENT BENEFITS.**

The City provides the two-point-seven (2.7%) percent at fifty-seven (57) CalPERS Plan for PEPRA New Member 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 for New Members. Should any provision in this Article be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

**Section 08. SICK LEAVE CONVERSION.**

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

**ARTICLE 6 VACATION LEAVE**

**Section 01. VACATION ACCRUAL.**

Affected Employee 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 (5) years of service. Employees shall earn and be credited with Vacation Leave at the rate of one hundred and twenty (120) hours per year.
- B. Commencing with the Sixth (6<sup>th</sup>) Year. Employees shall earn and be credited with Vacation Leave at the rate of one hundred and sixty (160) hours per year.
- C. Commencing with the Eleventh (11<sup>th</sup>) Year. Employees shall earn and be credited with an additional eight (8) hours per additional year of service until reaching a maximum of two hundred (200) hours per year after fifteen (15) years of service.

**Section 02.                    MAXIMUM ACCUMULATION.**

Affected Employees with fifteen (15) or fewer years of service with the City may accumulate up to a maximum of two hundred eighty (280) hours of Vacation Leave. Employees with over fifteen (15) years of service with the City may accumulate up to a maximum of three hundred twenty (320) hours of Vacation Leave.

Under exceptional circumstances, such as heavy workloads or staffing shortages, the City Manager may authorize the accumulation of additional Vacation Leave. If an Employee is at the limit, they 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 ceasing the accrual of Vacation Leave upon reaching maximum accumulation and continuing until the balance is reduced by forty (40) hours.

**Section 03.                    HOLIDAY DURING VACATION.**

An Employee is not charged Vacation Leave for a Holiday occurring during their Vacation Leave.

**Section 04.                    UTILIZATION OF VACATION LEAVE.**

Utilization of Vacation Leave shall be scheduled through the City Manager, who shall, in their sole discretion, determine when and whether to permit such leave. In making a determination when and whether to permit utilization of Vacation Leave, the City Manager may consider such factors as the preferences of the Employee, the availability of staff to assume the duties of the employee, the impact of the leave on overall City service or pending projects, and the overall staffing and other needs of the City.

**Section 05.                    CONVERSION OF UNUSED VACATION LEAVE TO CASH.**

Affected Employees are allowed to cash-out of a maximum of forty (40) hours in January of each year as long as there remains a minimum of eight (8) hours in employee's vacation leave after 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 Vacation Leave balance. To be entitled to cash-out Vacation Leave, Employees must make an irrevocable request for the upcoming calendar year to cash-out Vacation Leave by filling out and signing the form provided by the Finance Department. The form must be submitted to the Finance Department by the date provided on the form and in no event later than December 31<sup>st</sup> of each year for cash-out in January of the following year. Moreover, no request for conversion shall be granted unless first approved by the City Manager.

**Section 06.                    VACATION LEAVE PAYMENT AT SEPARATION.**

Affected Employees who voluntarily or involuntarily separate from employment with the City shall be paid in a lump sum for all accrued Vacation Leave earned to the effective date of the separation, up to the maximum prescribed in this Article. Payment shall be at the same hourly rate of pay as was authorized for the Employee at the effective date of termination.

**Section 07. RESTORING LEAVE CAPS.**

Leave caps shall be restored for all Affected Employees effective July 1, 2024. In order to effectuate this intent, the City will buy down any excess accrued leave to the original authorized accrued leave cap effective the last full payroll period in June 2023. Employees will then have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps at which time employees will no longer be allowed to exceed the leave caps. Those who are still over the cap on or after July 1, 2024, shall not accrue any more leave time until they bring their accrual balance below the leave caps and shall not be allowed to accrue over the cap from thereon. The City understands that after buying down the excess accrued leave to the leave caps, that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the City is providing the one (1) year period to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the hard cap is imposed.

**ARTICLE 7 HOLIDAYS**

**Section 01. HOLIDAY DATES.**

All Affected Employees shall have the same legal holidays and the same schedule of holidays as are afforded mid-management employees, either by City's past practice or as presently listed in the current memorandum of understanding governing those employees.

The following are recognized as Holidays:

- The first day of January, New Year's Day.
- The third Monday in January, Martin Luther King's Birthday.
- The third Monday in February, President's Day.
- The last Monday in May, Memorial Day.
- The nineteenth day of June, Juneteenth.
- The fourth day of July, Independence Day.
- The first Monday in September, Labor Day.
- The second Monday in October, Columbus Day.
- The eleventh day of November, Veteran's Day.
- The fourth Thursday in November, Thanksgiving Day.
- The fourth Friday in November, the day after Thanksgiving Day.
- The twenty-fifth day of December, Christmas Day.
- One floating Holiday shall be posted on the first pay period in July and one floating Holiday on the first pay period in January to the Holiday Leave balance.
- Any date proclaimed by the Mayor of Suisun City as a Holiday.

Holidays proclaimed by the President of the United States or the Governor of the State of California shall be subject to review and are not automatically provided to Affected Employees.

**Section 02. HOLIDAY LEAVE BALANCE.**

Holiday Leave shall be accumulated separately from Vacation Leave. Holiday Leave may be used for paid leave purposes (essentially in the same manner as Vacation Leave). In order to encourage



Affected Employees to take advantage of their Holiday Leave, a maximum of one hundred (100) hours is allowed to accrue in Holiday Leave balance. Employees may not cash-out Holiday Leave except upon leaving City service. If an Employee is at the accrual limit, they must request to take Holiday Leave off. If a written request to do so is disapproved, then the accrual limit shall be increased by the City Manager. Failure to request time off would result in ceasing the accrual of Holiday Leave upon reaching maximum accumulation and continuing until the balance is reduced by 20 hours.

**Section 03. RESTORING LEAVE CAPS.**

Leave caps shall be restored for all Affected Employees effective July 1, 2024. In order to effectuate this intent, the City will buy down any excess accrued leave to the original authorized accrued leave cap effective the last full payroll period in June 2023. Employees will then have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps at which time employees will no longer be allowed to exceed the leave caps. Those who are still over the cap on or after July 1, 2024, shall not accrue any more leave time until they bring their accrual balance below the leave caps and shall not be allowed to accrue over the cap from thereon. The City understands that after buying down the excess accrued leave to the leave caps, that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the City is providing the one (1) year period to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the hard cap is imposed.

**ARTICLE 8 EXECUTIVE LEAVE**

**Section 01. EXECUTIVE LEAVE ACCRUAL.**

Affected Employees shall be granted one hundred twenty (120) hours of Executive Leave with pay each fiscal year (July 1 to June 30). Sixty (60) hours of Executive Leave will be allocated on a semi-annual basis on the following dates: January 1<sup>st</sup> and July 1<sup>st</sup>. Employees hired during the fiscal year period shall have Executive Leave credited as a pro-rated amount pursuant to AD 7, Section 8.5. Affected Employees may accumulate up to a maximum of one hundred sixty (160) hours of Executive Leave, wherein upon reaching maximum accumulation such accrual shall cease until the balance falls below the establish maximum accumulation.

**Section 02. EXECUTIVE LEAVE CASH-OUT.**

Affected Employees are allowed to request cash-out of a maximum of forty (40) hours in January of each year. The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each Employee's current Executive Leave balance. To be entitled to cash-out Executive Leave, Employees must make an irrevocable request for the upcoming calendar year to cash-out Executive Leave by filling out and signing the form provided by the Finance Department. The form must be submitted to the Finance Department by the date provided on the form, and in no event later than December 31<sup>st</sup> of each year for cash-out in January of the following year. Moreover, no request for cash-out shall be granted unless first approved by the City Manager. City Manager may consider cash-out of additional unused leave accruals in extreme or emergency situations, but only following the same request procedure.

**Section 03. RESTORING LEAVE CAPS.**

Leave caps shall be restored for all Affected Employees effective July 1, 2024. In order to effectuate this intent, the City will buy down any excess accrued leave to the original authorized accrued leave cap effective the last full payroll period in June 2023. Employees will then have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps at which time employees will no longer be allowed to exceed the leave caps. Those who are still over the cap on or after July 1, 2024, shall not accrue any more leave time until they bring their accrual balance below the leave caps and shall not be allowed to accrue over the cap from thereon. The City understands that after buying down the excess accrued leave to the leave caps, that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the City is providing the one (1) year period to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the hard cap is imposed.

**ARTICLE 9 SICK LEAVE AND OTHER LEAVES**

**Section 01. LEAVES OF ABSENCE.**

Rules regarding Sick Leave and other leaves of absence, including but not limited to, Family or Medical Leave, Pregnancy Disability Leave, Bereavement Leave, Catastrophic Leave Sharing Program, Jury Duty Leave and Military Leave, are set forth in Chapter 10 the Personnel Rules.

**Section 03. LEAVE OF ABSENCE DUE TO INJURY INCURRED WHILE ON DUTY.**

- A. The City shall comply with applicable federal and state laws governing work-related injuries, leaves and compensation.
- B. Employees shall bring health and/or safety problems in the workplace to the attention of their supervisor as soon as possible.
- C. The City shall coordinate accrued Sick Leave with Workers' Compensation benefits.
- D. Employees who have exhausted their Sick Leave balances may use accrued Vacation Leave, Executive Leave, 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 10 MEDICAL & DENTAL INSURANCE**

**Section 01. CORE FLEX PLAN.**

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

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

**Section 02. FLEXIBLE BENEFIT OPTIONS.**

The City shall provide \$500.00 per month (employee only) and \$700.00 per month (employee plus one or more dependents) as a Flexible Benefit Credit that may be used in lieu of the Core Flex Plan enrollment per Section 1 of this Article. The Flexible Benefit Credit may be divided among Dental and Vision Premiums, Flexible Spending Accounts, and Taxable Cash Option. Affected Employees 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.

**Section 03. RESTRICTIONS.**

Affected Employees may either enroll in the Core Flex Plan or be entitled to the Flexible Benefit Options as described in Section 2 of this Article, but may not participate in both, with the exception of the Voluntary Pre-Tax Payroll Deduction Flexible Spending Account or enrollment in a Dental and/or Vision Plan.

**Section 04. MEDICAL INSURANCE BENEFITS AFTER DEATH IN THE LINE OF DUTY.**

Should the Police Chief or Fire Chief lose their life in the line of duty, the City shall continue to pay medical insurance payments as outlined above for the Employee's immediate dependent family. Said payments will continue for a period of up to two (2) years, provided the City's medical insurance plan allows for such continued participation. The surviving dependent family member(s) may remain on the City's medical plan at the City's cost after the two (2) years has elapsed, provided that the medical plan allows for such continued participation.

**Section 05. SICK LEAVE CONVERSION TO FUND MEDICAL PREMIUMS.**

Upon normal retirement from the City, Affected Employees may convert twenty-five (25) percent of their Sick Leave balance to a cash equivalent and use it to fund medical premiums. This conversion will be deducted from the amount reported for CalPERS credit in Article IV.

**ARTICLE 11 WORKERS' COMPENSATION COVERAGE**

**Section 01.** The City shall provide Workers' Compensation Insurance coverage (hereinafter "Workers' Comp") for all Affected Employees through its self-insured program.

**ARTICLE 12 STATE DISABILITY INSURANCE COVERAGE**

**Section 01. STATE DISABILITY INSURANCE.**

The City shall participate in the State Disability Insurance Program (hereinafter "SDI").

**Section 02. PAYMENT OF SDI PREMIUMS.**

SDI premiums shall be paid in full by the City on behalf of all participating Affected Employees.

**ARTICLE 13                    LIFE INSURANCE AND DEFERRED COMPENSATION**

**Section 01.                    LIFE INSURANCE.**

The City shall provide a \$200,000 term and accidental death and dismemberment insurance policy for each Employee. The face value of the policy will begin reducing at age 65, per the policy’s schedule of benefits.

**Section 02.                    DEFERRED COMPENSATION PLAN.**

The City shall provide a Deferred Compensation Plan as an optional benefit to Employees. The City will match the Employee contribution up to 3.5% per pay period. The City's match will be contributed to participating Employees on a per pay-period basis.

**ARTICLE 14                    UNIFORMS AND UNIFORM ALLOWANCES**

The City shall annually pay Affected Employees required to wear uniforms in the performance of their duties a Uniform Allowance as follows:

Police Chief:	\$1,300 annually
Fire Chief:	\$1,300 annually

Uniform allowance will be paid on the regular paychecks on a pro-rata basis, equally divided across each of the twenty-six (26) pay periods/paychecks.

**ARTICLE 15                    SEVERANCE**

The City shall provide a Non-Public Safety Affected Employee who is at-will and who is terminated for any reason, other than For Cause, an amount equivalent to three (3) months of pay at the employee’s then-current rate of pay plus an amount equivalent to three (3) months of COBRA insurance coverage (combined “Severance”), in consideration for and contingent upon the employee’s execution of a general release agreement approved in form by the City Attorney. The City shall give a Public Safety Affected Employee who is at-will and who is terminated for any reason, other than For Cause, an amount equivalent to four (4) months of pay at the employee’s then-current rate of pay plus an amount equivalent to four (4) months of COBRA insurance coverage (combined “Severance”), in consideration for and contingent upon the employee’s execution of a general release agreement approved in form by the City Attorney and which includes a waiver of any Public Safety statutory rights. “For Cause” includes, but is not limited to malfeasance, misfeasance, misconduct, unethical conduct, illegal conduct, insubordination or any other conduct that is deemed to reflect poorly on the City, its employees, or its services.

**ARTICLE 16                    ELECTIONS**

In no event will the terms of this Unrepresented Employee Benefit Schedule or its adoptive resolution be changed or terminated within ninety (90) days before or after any municipal election for the selection or recall of one or more of the members of the City Council.

END