CITY COUNCIL
Alma Hernandez, Mayor
Jenalee Dawson, Mayor Pro Tem
Amit Pal, Councilmember
Parise Shepherd, Councilmember
Princess Washington, Councilmember

A G E N D A

REGULAR MEETING OF THE SUISUN CITY COUNCIL, SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY, AND SUISUN CITY HOUSING AUTHORITY

TUESDAY, NOVEMBER 18, 2025

5:30 PM

Suisun City Council Chambers - 701 Civic Center Boulevard - Suisun City, California

5:30 P.M. CLOSED SESSION
6:30 P.M. REGULAR MEETING

MEETINGS ARE HELD IN-PERSON, PUBLIC PARTICIPATION IS ALSO AVAILABLE VIA ZOOM

ZOOM MEETING INFORMATION:
WEBSITE: https://zoom.us/join
MEETING ID: : 878 6660 4814
CALL IN PHONE NUMBER: (707) 438-1720

REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING BY EMAILING CLERK@SUISUN.COM (PRIOR TO 4 PM), VIA WEBSITE, OR ZOOM CALL IN PHONE NUMBER (707) 438-1720

*(If attending the meeting via phone press *9 to raise your hand and *6 to unmute/mute for public comment.)*

(Next Ord. No. – 809)
(Next City Council Res. No. 2025 – 131)
Next Suisun City Council Acting as Successor Agency Res. No. SA2025 - 06)
(Next Housing Authority Res. No. HA2025 – 11)

5:30 P.M CLOSED SESSION

CALL TO ORDER
Mayor Hernandez

ROLL CALL
Council / Board Members

CONFLICT OF INTEREST NOTIFICATION
(Any items on the closed session agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)

PUBLIC COMMENT CLOSED SESSION
(In accordance with Section 54956(a), public comments are limited to items on this closed session agenda, and to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the comment period.)

CLOSED SESSION
Pursuant to California Government Code Section 54950 the Suisun City Council will hold a Closed Session for the Purpose of:

1. PERSONNEL MATTERS
   Pursuant to Government Code Section 54957(b)(1) et seq. the Suisun City Council will hold a Closed Session for the purpose of Public Employee Performance Evaluation: City Attorney.

RECESS TO CLOSED SESSION (City Manager Conference Room, City Hall)

6:30 RECONVENE OPEN SESSION

CALL TO ORDER
Mayor Hernandez

ROLL CALL
Council / Board Members

PLEDGE OF ALLEGIANCE

INVOCATION

CLOSED SESSION REPORT
Announcement of Actions Taken, if any in Closed Session.

APPROVAL OF REORDERING OF AGENDA

CONFLICT OF INTEREST NOTIFICATION
(Any items on the regular meeting agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)

REPORTS (Informational items only.)

2. City Manager Update - (Prebula: Bprebula@suisun.com).
3. City Attorney Report - (Enright).

PUBLIC COMMENT
(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the public

comment period, although informational answers to questions may be given and matters may be referred for placement on a future agenda.)

PRESENTATIONS/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

4. Citywide Departmental Accomplishments Summary (2023–2025)
5. Proclamation Proclaiming November 2025 Native American Heritage Month - (Hernandez: Ahernandez@suisun.com) (Not Presented).

CONSENT CALENDAR

Consent calendar items requiring little or no discussion may be acted upon with one motion.

6. Council Adoption of Resolution No. 2025-__: Approving the Memorandum of Understanding Between the City of Suisun City and the Suisun City Management and Professional Employees' Association (SCMPEA) for the Period of July 1, 2025 through June 30, 2027 - (Penland: Cpenland@suisun.com).
7. Council Adoption of Resolution No. 2025-__: Approving the Memorandum of Understanding Between the City of Suisun City and the Suisun City Police Officers' Association (SCPOA) for the Period of July 1, 2025 through June 30, 2027 - (Penland: cpenland@suisun.com).
8. Council Adoption of Resolution No. 2025-__ Amending the Citywide Salary Schedule to Reflect Base Wage Adjustments Implemented Under Successor Memoranda of Understandings for Employees Represented by the SCMPEA, SCPOA and SCPFA - (Penland: cpenland@suisun.com).
9. Council Adoption of Resolution No. 2025-___ Declaring Assessor's Parcel Numbers (APNs) 0032-141-170 and 0032-141-180 Exempt Surplus Lands Under the Surplus Land Act (SLA) (Government Code sections 54220 et seq.) - (Caperton: Rcaperton@suisun.com).
10. Council Adoption of Resolution No. 2025 - ___: Accepting the 2024 Annual Progress Report of the Suisun City General Plan and Housing Element - (Kearns: Jkearns@suisun.com).
11. Council Introduction and Waive First Reading of Ordinance No. 2025___ : Repealing and Replacing Chapter 15.04 (Permits-Uniform Code) of Title 15 (Buildings and Construction) of the Suisun City Municipal Code, and Adopting by Reference Part 1 Administrative Code, Part 2 Building Code, Part 2.5 Residential Code, Part 3 Electrical Code, Part 4 Mechanical Code, Part 5 Plumbing Code, Part 6 Energy Code, Part 7 Wildland-Urban Interface Code, Part 8 Historical Building Code, Part 9 Fire Code, Part 10 Existing Building Code, Part 11 Green Building Code, Part 12 Referenced Standards Code, Including Related Appendices, as Identified, Of The California Code Of Regulations Title 24, 2025 Edition Of The California Building Standards Code, Together With Certain Additions, Insertions, Deletions And Changes Thereto, And Making A Determination Of Exemption Under The California Environmental Quality Act - (Caperton: Rcaperton@suisun.com).
12. Council Adoption of Resolution No. 2025-__ Authorizing the Chief of Police, or his Designee, to Execute a Contract to Apply for, Participate, and Receive Funding through the Boating Safety and Enforcement Financial Aid Program from the California Department of Boating and Waterways for Fiscal Year 2026/2027 - (Roth: Aroth@suisun.com).

PUBLIC HEARING

GENERAL BUSINESS

13. Council Introduction and Waive Reading of Ordinance No. _____; An Ordinance of the City

Council of the City of Suisun City, California Repealing Chapter 9.04 and Replacing in its Entirety with Restated Chapter 9.04 (Prohibition Against Unlawful Solicitation and Panhandling) to Title 9 (Public Peace, Morals and Welfare) of the Suisun City Municipal Code - (City Attorney).

COUNCIL COMMENTS

REPORTS: (Informational items only)

14. Non-Discussion Items.

ADJOURNMENT

Public Access To Agenda Documents

A complete packet of information containing staff reports and exhibits related to each item for the open session of this meeting, and provided to the City Council, are available for public review at least 72 hours prior to a Council/Agency/Authority Meeting at Suisun City Hall 701 Civic Center Blvd., Suisun City. Agenda related writings or documents provided to a majority of the Council/Board/Commissioners less than 72 hours prior to a Council/Agency/Authority meeting related to an agenda item for the open session of this meeting will be made available for public inspection during normal business hours. An agenda packet is also located at the entrance to the Council Chambers during the meeting for public review. The city may charge photocopying charges for requested copies of such documents. To the extent feasible, the agenda packet is available for online public viewing on the City's website: https://www.suisun.com/Government/City-

Council/Agendas The City Council/Agency/Authority hopes to conclude its public business by 10:00 p.m. No new items will be taken up after 10:00 p.m., unless so moved by a majority of the City Council, and any items remaining will be agendized for the next meeting. The agendas have been prepared with the hope that all items scheduled will be discussed within the time allowed.

Accommodations

If you require an accommodation to participate in this meeting, please contact the City Clerk at (707) 421-7302 or clerk@suisun.com. The City's reasonable accommodation policy is available for review on the City's website at www.suisun.com/government/city-council/, you may request an electronic copy or have a copy mailed to you. Please note that for accommodations that are not readily available, you must make your request as soon as you can prior to the time of the meeting.

Decorum

All participants are expected to conduct themselves with mutual respect. Conduct that disrupts meetings will be addressed in accordance with Section 54957.95 of the Government Code.

Ordinances

Ordinances are city laws contained in the Suisun City Municipal Code. Enacting a new city law or changing an existing one is a two-step process. Government Code 36934 provides, except when, after reading the title, further reading is waived by regular motion adopted by majority vote all ordinances shall be read in full either at the time of introduction or passage; provided, however, that a reading of the title or ordinance shall not be required if the title is included on the published agenda and a copy of the full ordinance is made available to the public online and in print at the meeting prior to the introduction or passage.

Certification Of Posting
Agendas for regular and special meetings are posted in accordance with the Brown Act at Suisun City Hall, 701 Civic Center Boulevard, Suisun City, CA. Agendas may be posted at other Suisun City locations including:

- Suisun City Fire Station, 621 Pintail Drive, Suisun City, CA;
- Joe Nelson Center, 611 Village Drive, Suisun City, CA;
- Harbor Master Office, 800 Kellogg Street, Suisun City, CA.

I, Ashley Nash, Administrative Assistant II for the City of Suisun City, declare under penalty of perjury that the above agenda was posted and available for review, in compliance with the Brown Act.

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AGENDA ITEM NO. 4.

AGENDA TRANSMITTAL

MEETING DATE: November 18, 2025

AGENDA ITEM: Citywide Departmental Accomplishments Summary (2023–2025)

FISCAL IMPACT: There is no direct fiscal impact associated with receiving and filing this report. All listed projects and accomplishments were completed within adopted departmental budgets or through secured grant funding.

STRATEGIC PLAN: To provide good governance.

BACKGROUND: Each year, City departments achieve a variety of milestones that reflect the City Council's strategic priorities and operational objectives. This report highlights key achievements made between January 2023 and September 2025 across all departments. Detailed lists of each department's accomplishments are attached as Exhibits A through I.

STAFF REPORT: Over the past three years, the City of Suisun City has achieved significant progress in multiple areas of municipal operations. These accomplishments demonstrate a citywide commitment to innovation, fiscal responsibility, public safety, and community engagement. Highlights include:

- Implementation of modern enterprise software systems for financial transparency, permitting, and public engagement.
- Adoption of major land use entitlements, housing element updates, and public safety initiatives.
- Significant grant funding secured across multiple departments supporting parks, recreation, and infrastructure.
- Expansion of public safety staffing, equipment, and wellness programs.
- Completion of multiple citywide capital improvement and road resurfacing projects.
- Enhancement of communication platforms, including upgraded websites, mobile applications, and public information tools.
- Development of strategic partnerships to improve efficiency and regional service delivery.

Together, these accomplishments reflect Suisun City's dedication to delivering high-quality municipal services and achieving long-term organizational sustainability.

STAFF RECOMMENDATION: It is recommended that the City Council receive and file the Citywide Departmental Accomplishments Summary for the period of 2023 through 2025, and acknowledge the ongoing efforts of City staff to enhance services, strengthen operations, and advance community goals.

DOCUMENTS ATTACHED:

1. Exhibit A - Fire Department
2. Exhibit B - Finance Department
3. Exhibit C - Development Services
4. Exhibit D - Human Resources

5. Exhibit E - Police Department
6. Exhibit F - Housing Division
7. Exhibit G - Recreation, Parks and Marina
8. Exhibit H - Information Technology
9. Exhibit I - Public Works
10. Exhibit J - City Managers Office
11. PowerPoint Presentation

PREPARED BY: Michael Elm, Administrative Technician
REVIEWED BY: Bret Prebula, City Manager
APPROVED BY: Bret Prebula, City Manager

ATTACHMENTS:
Exhibit A - Fire Department.pdf
Exhibit B - Finance Department.pdf
Exhibit C - Development Services.docx
Exhibit D - Human Resources.pdf
Exhibit E - Police Department.pdf
Exhibit F - Housing Division.pdf
Exhibit G - Recreation Parks and Marina.docx
Exhibit H - Information Technology.pdf
Exhibit I - Public Works.pdf
Exhibit J - City Managers Office.pdf
Presentations Attachments

Exhibit A – Fire Department
Accomplishments 2023-2025

1. Public Private Partnership with Medic Ambulance increased revenues by $280,000 annually for Advanced Life Support services, paramedic program.
2. Implemented First Responder Billing increasing revenue sources
3. Developed a 2023 Strategic Planning & Goal Setting Workshop identifying six organizational goals.
4. 2023 SCFD Annual Report
5. Implemented Critical Incident Stress Management Policy
6. Implemented Peer Support Program, Team and Training
7. Restructured Reserve Volunteer Program and Policy
8. Completed Citywide Emergency Operations Center (EOC) Training & Tabletop Exercise
9. 2024 SCFD Annual Report
10. SCFD Organizational restructure, removing Division Fire Chief and adding Firefighter Paramedic to achieve 3/0 Staffing
11. SCFD & Fairfield FD partnership, contracting for Battalion Chief Coverage for Suisun City
12. Fairfield Public Works Division partnership contracting annual and preventative fleet maintenance
13. New Medical Director Contract with Kaiser aligning with all City Fire Departments and reducing costs.
14. Improved Operations and standardized Training with Fairfield FD
15. Filled 1 Fire Engineer Vacancy
16. City Council approved 3 Firefighter Paramedic positions to align staffing with industry standards
17. Hired first Firefighter Paramedic position
18. Approval for new apparatus purchases
19. Completed SCFD five-year 2025-2030 Strategic Plan
20. Annual NFPA Compliant Physicals for frontline personnel
21. Suisun City Emergency Preparedness Fair & Open House
22. JEPA Agreement for the provision and management of Emergency Ambulance Services
23. Installed security cameras at fire station

Exhibit B – Finance Department
Accomplishments 2023-2025

1. Tyler ERP Implementation:
    a. Led full deployment of Tyler Technologies ERP system, replacing legacy platforms and integrating modules for budgeting, accounting, payroll, and procurement. This resulted in a 30% reduction in processing time and improved cross-departmental transparency.
2. Granicus Platform Rollout
    a. Implemented Granicus software for agenda automation and public records requests, streamlining council packet preparation and FOIA compliance.
3. City & Police Website Upgrades
    a. Oversaw modernization of the City and Police Department websites, improving public access and ADA compliance.
4. Phone System Modernization
    a. Directed the upgrade of the City's VOIP phone system, improving reliability and reducing long-term maintenance costs.
5. MyCivic App Implementation
    a. Launched the MyCivic mobile app to enhance citizen engagement and service delivery. Coordinated CMS setup, 311 workflow design, and internal staff app deployment for field reporting.
6. CARES Act COVID-19 Funding
    a. Secured and managed over $360,000 in federal relief funds. Oversaw fund tracking, compliance, and reporting through creation of dedicated accounts and coordination with state agencies.
7. FEMA Funding
    a. Submitted documentation to receive reimbursement for COVID-19 expenditures reimbursement of $417,000.
8. American Rescue Plan Act (ARPA) Funding
    a. Secured and managed over $3.5M in federal relief funds. Oversaw fund tracking, allocating, organized workshops, compliance, and reporting through creation of dedicated accounts and coordination
9. Budget and Mid-Year Budget Review: Prepared Annual Budgets for FY 2024, 2025, and 2026.
10. Fiscal Forecast: working closely with consultants to provide information and address any questions or concerns.

Exhibit C – Development Services
Accomplishments 2023-2025

Projects (Approved)

1. Suisun City Dental Development Project
    a. A new dental office and additional tenant space located at 603 Lotz Way.
    b. City entitled in July 2023.
    c. Permit Issued September 2024.
2. Tractor Supply Development Project
    a. A new standalone Tractor Supply store located north of Highway 12 and east of Sunset Avenue.
    b. City entitled February 2024.
    c. Certificate of Occupancy granted July 2024.
3. Almond Gardens Redevelopment Project
    a. Demolition of the existing 52-unit project and development of a three-story 97-unit multi-family project located at 707-815 Almond Street.
    b. City entitled in March 2024.
    c. Building permits were issued August 2025.
4. Highway 12 Logistics
    a. A 1.28 million square logistics project located at Pennsylvania and Highway 12.
    b. City entitled December 2024.
5. Walmart Expansion (online pickup)
    a. A 3,100 square foot expansion of the existing Walmart on Walter Road for online pickup.
    b. City entitled December 2024.
    c. Building permits issued October 2025.
6. Awanta Apartments
    a. A 20-unit multi-family residential project located at 400 Main Street.
    b. Entitled August 2025.
7. McCoy Creek Mixed Use
    a. A 31-unit multi-family residential project with non-residential space located at 1220 and 1240 McCoy Creek Way.

Projects (Pending)

1. Cannabissary
    a. A proposed retail cannabis dispensary located west of Humphrey Drive and south of Railroad Avenue.
2. Olive Tree Ranch
    a. A proposed 70-unit single-family residential project located south of Railroad Avenue between Humphrey Drive and Olive Avenue.
3. Dutch Bros
    a. A proposed drive through coffee use is located north of Highway 12 and east of Sunset Avenue.
4. Quick Quack Car Wash
    a. A proposed drive-through car wash located north of Highway 12 and east of Sunset Avenue.
5. Suisun Logistics
    a. A 2.1 million square logistics project located north of Highway 12 and east of Walters Road.

Plan Amendments/Updates

1. Adoption of Housing Element Update
    a. The 6th cycle housing element update was adopted in 2023.
2. Adoption of Public Health and Safety Element Update
    a. An update to the Public Health and Safety Element was adopted in 2023.

Ordinance Adoptions

1. Public Nuissances Code
    a. Repealed and replaced Chapter 8.12 of the Suisun City Code regarding public nuissances.
    b. Adopted in October 2023.
2. Chain link Fencing
    a. Adoption of amendments to Title 18 “Zoning” and the Waterfront District Specific Plan for the allowance of chain-link fencing for vacant commercial properties.
    b. Adopted in October 2023.
3. Housing Element Implementation Ordinance
    a. Adoption of several amendments to Title 18 “Zoning” to implement programs and policies of the housing element.
    b. Adopted in August 2024.
4. SB 9 Implementation
    a. Adoption of amendments to Title 18 “Zoning” to include SB 9 language.
    b. Adopted in March 2025.

5. Pre-Application Ordinance
    a. Adoption of pre-application process in Title 18 “Zoning”.
    b. Adopted in March 2025

Exhibit D – Human Resources
Accomplishments 2023-2025

1. Firstly, we secured Employment Liability Coverage through ERMA to protect the City against employment liability claims. Additionally, we contracted with Prospero to serve as the City's benefits broker, which led to the implementation of vision and dental coverage for employees, resulting in savings of over 50% for employees and their families.

2. We also partnered with American Fidelity to provide city employees with voluntary supplemental insurance and manage FSA for medical and dependent care. Notably, we completed contract negotiations in July 2023 with all four of the City's represented bargaining units and the executive management team. This included ten phases of MOU amendments leading to the completion of contract negotiations, providing employees with excess leave cash outs and the conversion of ARPA payments into salary.

3. Furthermore, we implemented a new TPA to administer liability claims against the City, as well as NeoGov for online recruiting, onboarding, and eForms. True Comp was also introduced for negotiations proposal costing and budgeting.

4. On the survey front, we completed two Citywide compensation surveys in March 2023 and March 2025. We also conducted 15 classification studies and developed or updated 20 classification specifications. Additionally, we completed three cycles of annual open enrollment for benefits changes.

5. Our citywide wellness initiatives have been a success, involving biannual citywide walking challenges that brought employees together in healthy fitness and lifestyle competitions against employees from other cities. We also purchased and distributed water bottles to promote water intake, sun protection for all employees, and a sauna for the health and wellness of fire personnel.

Additionally, we are currently in negotiations to establish new contracts for all barraging groups and the executive team and are overseeing the citywide payroll and FLSA overtime audit.

Here are some transactional accomplishments since January 1, 2023:

- Processed 125 recruitments
- Screened 2500 applicants

- Developed and administered 195 exams
- Processed 134 hires and coordinated new hire orientation and onboarding for all 134 hires
- Processed 97 separations
- Processed 953 personnel transaction actions (merit increases, promotions, all types of compensation, benefits, and position changes)
- Conducted 10 workplace investigations
- Processed 89 liability claims plus 8 incident reports that didn’t result in claims
- Processed 40 WC claims
- Processed 125 leaves of absence

Exhibit E – Police Department
Accomplishments 2023-2025

Technology and Innovation

1. Installed several grant funded cameras in the downtown area and acquired new FLOCK VMS/License Plate Reader cameras placing them at key intersections to enhance safety and investigative capabilities.
2. Completed 1-year test program of a gunshot detection program covering most of the city.
3. Launched a redesigned Police Department website to improve community access to information and resources.
4. Completed multiple software upgrades to comply with new laws and reporting requirements while improving staff access to timely and accurate information.
5. Worked with our dispatch system vendor to implement a cloud-based reporting system for mandatory, state collision reporting that was previously done manually with hard copy reports. This was the first system of its kind in our region.
6. Deployed a new mobile command vehicle designed from the ground up to support special events and critical incidents.
7. Launched a UAS program, including FAA Part 107 training, with both Drone as First Responder and Field-Operated Drone components. The program improves officer safety, reduces field call load, and enhances community service delivery. This program is in the final stages of completion.
8. Increased social media presence by standardizing SCPD branding, implementing scheduled communications, and publishing timely press releases to build trust and transparency.

Embodied the department's core value of innovation through active panelist participation in state and national conversations on artificial intelligence in policing, including:

- UC Berkeley Larsen Justice Conference
- California Police Chiefs' Association AI Workgroup
- GovAI Coalition AI Readiness & Adoption Group
- Presenting "AI 101 for Policing" at the CPCA Technology Conference

Staffing and Professional Development

1. Filled key positions including School Safety Traffic Officer, Property & Evidence Technician, and two new Community Services Officers. These additions resulted in a 400% increase in abandoned vehicle tows and enhanced evidence management.
2. Developed and implemented a sworn personnel succession plan through Officer in Charge and Corporal positions, strengthening future leadership.
3. Created a professional staff succession plan establishing pathways to Senior PSD, Dispatch & Records Supervisor, and Police Support Services Manager, ensuring leadership opportunities for professional staff.
4. Selected a new Detective Sergeant and two detectives following a complete turnover of the investigations unit and successfully rebuilt the team's capacity for complex investigations.
5. Conducted over 75 recruitment processes, interviewing a significant number of applicants for multiple positions, and onboarding 12 new employees.
6. Launched a monthly employee survey to gather input on training, equipment, and organizational concerns, fostering open communication and responsive leadership.
7. Built on the above survey to create a monthly department newsletter to convey important information to keep everyone informed.
8. Hosted a facilitated Team Building Workshop for sergeants to strengthen accountability, communication, and organizational alignment.
9. Provided a CSO training workshop to expand capabilities in cold crime reports, collision investigations, and evidence collection.
10. Created multiple POST approved training courses to teach aspects of policing by in-house instruction staff rather than outsourcing, allowing staff to receive mandatory state continued professional training (CPT) credits.
11. Offered extended leadership support to the City by providing an Acting City Manager for seven months during a transition period.

Community Engagement

1. Hosted and participated in numerous community events, including:
    - National Night Out
    - Coffee with a Cop
    - Career Fairs
    - Special Care Services Neurodiversity Conference
    - Valentine's Day with RPMA Seniors
    - Christmas on the Waterfront
    - Cinco de Mayo, Ohana Fest, Dia de los Muertos, and 4th of July celebrations

2. Modernized the Anson Burdick Center to support in-house training, community programs, and external courses such as UAS certification.
3. Strengthened community trust through consistent engagement, transparent communication, and expanded service delivery models.

Operational Excellence

1. Established a dedicated Property & Evidence Technician position, improving chain-of-custody procedures and compliance with state law for firearms, drugs, and other evidence.
2. Worked effectively with limited staffing, including operating for an entire year with only four dispatchers.
3. Created bandwidth by Enhanced Community Service Officer duties assigning responsibilities for traffic collisions, “cold” investigation reports, and field evidence collection, resulting in an increase in patrol related operational efficiency.

Exhibit F – Housing Department
Accomplishments 2023-2025

1. Housing Choice Voucher Program:
    a. Achieved “High Performer” according to HUD’s Section 8 Management Assessment Program (SEMAP) for 2023-24 and 2024-25.
    b. Increased voucher utilization rate by 10 percent since July 2023.
    c. Approximately 30 more individuals and families are being assisted with their rent. Most of the new participants are elderly or a person with a disability.
2. New Collaboration with the Department of Veterans Affairs
    a. In May 2025, five special use vouchers were awarded to the Suisun City Housing Authority to assist honorably discharged unhoused veterans. The VA provides regular case management to ensure the participants are getting the appropriate services they need.
3. Almond Gardens Project underway
    a. The Housing Authority’s apartment complex, which was in severe disrepair, was sold to a developer in August 2025. The developer intends to demolish the 52 units and build a total of 96 new affordable units by September 2027.
    b. The Housing Authority awarded 96 Project-Based Vouchers (PBVs) to the Almond Gardens Project. The PBVs were instrumental in enhancing the developer’s application for financing.

Exhibit G – Recreation, Parks and Marina Department Accomplishments 2023-2025

1) Police Activities League
   - Secured a $2.3 million grant to launch and operate the PAL program.
     - This grant is through the California Board and State of Community Corrections (BSCC). The purpose of our grant is to educate youth on cannabis and how it affects developing teens while also running programs in a controlled environment where middle and high school youth can be during out of school time.
     - Grant funds 1 Recreation Supervisor position, 1 Community Services Officer, 5 dedicated part-time staff, and partially funds two positions in the RPM Department.
   - Over 100 youth have been enrolled each year since the program's start.
   - Offering 16 diverse programs, with new activities added each season. From PAL's inception, there have been 127 programs, 16 volunteer days, 27 field trips, 12 open houses, and two pumpkin carving events.
   - Created a popular, free annual pumpkin carving event, where participants receive a free pumpkin. At the event there is a cannabis education booth, carving area, craft room, photo area, and petting zoo.

2) After School Programs and Youth Camps
   - Prior to August 2025 – Suisun City RPM operated after school programs at the three elementary schools in Suisun City – Crescent Elementary, Dan O. Root Elementary, and the grant funded ASES program at Suisun Elementary.
     (1) Provided service to over 200 families each year at each school site
     (2) Successfully trained over 35 part-time employees
     (3) Successfully reported on, retained, and renewed all ASES funding ($146,000 per year)
     (4) Created and operated 5 out-of-school-time youth day camps and provided a safe, educational environment to over 100 families per year.
   - Starting August 2025 – Suisun City RPM secured the FSUSD Expanding Learning Opportunities Program (ELOP) Contract, valued at $2.3 million annually, to operate after school programs for grades TK-5 at Dan O. Root Elementary and Crescent Elementary
     (1) Providing service to over 250 families

(2) Successfully hired, trained and evaluated 50+ staff members
(3) Will also provide an additional 30 days of all day care to families enrolled in the program during extended school breaks

3) Lambrecht Sport Complex
   a) Successfully secured multiple field lease agreements with two different organizations, totaling $71,000 a year.
   b) Hosted 27 weekend baseball/softball tournaments per year.
   c) Operation of food concessions at all tournaments and Jr. Giants season ($40,000 revenue a year)
   d) Over 550 week day rental per year ($35,000 in revenue)
   e) Provided a yearly free summer baseball league, Jr. Giants to over 150 youth annual.

4) Joeph Nelson Community Center
   a) Host location to over 350 rentals annual ($265,000 in revenue), such as conferences, weddings, birthday parties, and meetings
   b) Improvements to the Nelson Center include:
      i) New blinds in the Baquet Room (2023)
      ii) New floors and blinds in the Preschool area (2023 CDBG grant funded)
      iii) Repainting of exterior of the building (2024)
      iv) Remolding to the Kitchen area, floors, appliances, walls and counters (2023)

5) Grant Awards and Funding Secured
   a) Awarded and successfully completed a $20,000 First 5 Solano grant, providing free 4-week recreation classes to 240 children ages 2–4.
   b) Secured ~$2.3 million, 5-year Proposition 64 Public Health and Safety Grant to launch a Police Activities League (PAL) program in Suisun City focused on marijuana prevention and education.
   c) Secured $2.5 million from the CA Department of Parks and Recreation's Specified Grant Program for improvements at Montebello Vista Park and the development of Prosperity Garden Park.
   d) Secured $19,000 from North Bay Regional Center to develop programming for youth with intellectual and/or developmental disabilities (I/DD), including staff training and equipment purchases.
   e) Secured $50,000 from the U.S. Conference of Mayors' Childhood Obesity Prevention Program to fund a series of youth runs.
   f) Secured $715,680 from the Sacramento-San Joaquin Delta Conservancy (Prop 68 Program) for planning, outreach, design, and pre-construction of a new public fishing dock behind City Hall. Managed the Community Outreach and Equity

Assessment portion of the project, producing a full equity assessment report to guide design.

g) Secured $20,000 and a mini-pitch donation (valued up to $100,000) from NRPA's Youth Sports Equity Program to launch inclusive youth sports programming for children with I/DD.
h) Secured and managed the San Francisco Giants Community Fund's Peter Magowan Fields for Kids Grant, resulting in construction of a new youth baseball field at Goepp Park. The field opened in June 2025 with Giants staff, players, and the Good Tidings Foundation.
i) Secured contract award through the FSUSD Expanded Learning Opportunities Program (ELOP) to expand after-school programs at Dan O. Root and Crescent Elementary Schools, valued up to $2.3 million annually.
j) Secured $48,000 grant from California Parks and Recreation Society's Statewide Healthy Play Initiative for a playground replacement at Goepp Park. The site will be designated as a National Demonstration Site by PlayCore.
k) Closed out several grants, including:
    i) Prop 64 Per Capita Grant ($177,000) for upgrades at Montebello Vista and Heritage Parks.
    ii) CDBG Grant ($53,000) for preschool improvements at the Nelson Center.

6) Major Projects and Program Management
    a) Successful creation and adoption of the department's first-ever Recreation, Parks, and Facilities Master Plan.
    b) Successfully managed the Prosperity Garden Park project, set to open in spring 2026.
    c) Successfully managed the Heritage Park Enhancement Project, including a new covered picnic pavilion, and the replacement of the damaged basketball court with a new NRPA-funded mini-pitch multi sport court system. Project will be complete in Quarter 1 2026.
    d) Successfully managed the Montebello Vista Park Revitalization Project, guiding community outreach, design development, and budget development. The project will break ground in December 2025 and will be complete in Quarter 2 2026.
    e) Organized and expanded Camp Chaos, the City's first program specifically for youth with I/DD, held annually since 2023 with growing attendance.
    f) Partnered with Sustainable Solano to complete rain garden projects at the Nelson Center.

g) Received an Orchard Grant from the Fruit Tree Planting Foundation, resulting in 100 fruit trees for Prosperity Garden Park and the community, celebrated with a community-wide planting day in May 2025.
h) Implemented the inaugural “Suisun City Fit” series of runs, including:
    i) Autism Acceptance Run (with Special Care Services, April 2025)
    ii) Rush Ranch Community Run (with Solano Land Trust, the first active collaboration between agencies).

7) Partnerships and Community Engagement
    a) Partnered with Special Care Services to host the first and second annual Neurodiversity and Developmental Conference at Nelson Center (2024 and 2025).
    b) Established partnership with North Bay Regional Center to provide outreach and resources for I/DD communities at City facilities.
    c) Established partnership with Solano Land Trust to encourage more City youth to be outdoors, including collaborated field trips for youth camp participants, volunteer opportunities for PAL youth, and the hosting of youth runs at Rush Ranch Open Space.
    d) Developed sustainable project partnerships with Sustainable Solano, resulting in ongoing collaboration on community gardens and green infrastructure. Also completed NRPA’s Sustainable in Practice cohort with Sustainable Solano, supporting community-led sustainability solutions and partnerships.

8) Marina
    a) Successfully completed years 3-5 of the annual Dock Maintenance and Inspections.
    b) Successfully renewed the Marina Lease Agreement for an additional 20 years with the CA State Lands Commission for the authorization of continued use, maintenance, and operation of the existing commercial marina.

9) Seniors
    a) Expanded senior programming to include a broader variety of events and day trips providing enhanced opportunities for social engagement, recreation, and community connection.
    b) Hosted the annual Senior Health Fair at the Joseph A. Nelson Community Center, featuring free health screenings, over 20 vendor booths offering services such as diabetes education, mobility support, and aggregate meal services, as well as a “Bingocize” fall-prevention exercise session for older adults.

10) Events

a) Successfully hosted a wide variety of special events, including the Music on the Waterfront concert series, 4th of July celebrations, Christmas on the Waterfront, and arts and cultural programs—bringing the community together, fostering engagement, and celebrating Suisun City's local culture and spirit.

Exhibit H – Information Technology Accomplishments 2023-2025

1) Council Chamber A/V Enhancements: Brought the camera system online, installed a new audio system, and added individual displays for council members to improve visibility and usability.
2) Flock Police Camera Integration: Held weekly meetings to integrate city cameras into the Flock system, with ongoing coordination with their technical team. Ongoing efforts to ensure the DFR (Drones as first responders) will be deployed.
3) New Employee Onboarding: Oversaw IT setup (computers and phones) for new hires across multiple departments.
4) Firewall and Security Upgrade: Initiated a major upgrade to replace the firewall and build a Security Operations Center (SOC), with vendor reviews and quotes in progress.
5) Support for Tyler EP&L and Cartegraph: Provided technical assistance for the rollout of enterprise permitting and asset management systems
6) Website Upgrades: Helped implement REP'D and Polymorphic into the cities website.
7) Citywide Server Reboot Coordination: Coordinated with internal stakeholders to schedule a full reboot of Suisun City servers to align with patching windows, ensuring minimal disruption.
8) Fire Station Camera Network Troubleshooting: Diagnosed and planned to replace a misconfigured Unifi switch affecting camera connectivity.
9) Verkada Camera Setup: You coordinated with vendors and the Fire Department to schedule and support the installation of camera monitors.
10) Ongoing Camera Monitoring: You responded to alerts about camera failures and committed to investigating network gateway issues.
11) Laptop and Workstation Deployment: You proactively ordered laptops and arranged temporary devices to meet training needs as well as permanent deployments.
12) City Cell Phone Fulfillments: You fulfilled a request for a city-issued phones for a new employee, ensuring timely delivery.
13) PRA Search & Response: Conducted email searches for PRA requests, created a shared OneDrive folder for large files, and ensured timely delivery of responsive records.
14) Legal Coordination: You worked with legal counsel and admin staff to confirm the absence of responsive records and provided supporting documentation.
15) Disk Space & File Sharing Guidance: You advised staff on using OneDrive to resolve disk space issues affecting Tyler/Munis uploads.

16) Protected Folder Access Review: You confirmed access permissions for sensitive folders such as the J Drive in the Police Department, ensuring data confidentiality.
17) Phone System Support: You provided instructions for managing Centrex and VoIP phones, supporting remote work and continuity

Exhibit I – Public Works
Accomplishments 2023-2025

1) Projects & Activities (2023 through September 30, 2025)
   a) Annual Senate Bill 1 (SB 1) Pavement Resurfacing Program
   b) Uploaded detailed information into the SB 1 database regarding the City's 5-year resurfacing plan for Council-approved streets.
   c) Updated and submitted expenditure reports to the SB 1 database.

2) Completed plans, specifications, and estimates (PG&E) and advertised the following projects for construction:
   a) 2023 Slurry Seal Project – Performed crack filling and slurry sealing on various streets, including Main Street, Lawler Ranch Parkway, Anderson Drive, Capistrano Street, and others.
   b) 2024 Pavement Resurfacing Project – Applied ARCS treatment to Marina Boulevard (Highway 12 to New Railroad Avenue) and completed a 3" grind and overlay on Old Railroad Avenue (Sunset Avenue to ~400 feet east).
   c) 2025 Pavement Resurfacing Project – Planned crack filling and fiberized micro-surfacing on Sunset Avenue, Walters Road, and Blossom Avenue (Chyrl Way to Amber Drive), plus grind and overlay on Blossom Avenue (Pintail Drive to Chyrl Way) and the northern 400 feet of Worley Road.

3) Clean Stormwater Permit Program
   a) Participated in Solano Stormwater Alliance (SSA) events and meetings alongside Fairfield-Suisun Sewer District, Vallejo Flood & Wastewater District, and the Cities of Suisun City, Fairfield, and Vallejo.
   b) Administered the grant, design, and construction of the Green Stormwater Infrastructure Project at the Park and Ride Lot, fulfilling SSA's permit requirement for facility-based stormwater monitoring and testing.
   c) Prepared and submitted Annual Reports to ensure compliance with stormwater permit requirements.
   d) Conducted routine inspections of construction sites for compliance, including form completion and coordination with site superintendents to resolve any deficiencies.
   e) Performed annual inspections of post-construction stormwater facilities in completed private developments.

4) Capital Improvement Projects (all grant funded)
   a) McCoy Creek Trail Phase 2
   b) HSIP Cycle 9 Rectangular Rapid Flashing Beacons (RRFB) Project – Completed RRFB improvements at:
      i) Merganser Drive, fronting Senior Center.
      ii) Pintail Drive at Scoter Way.
      iii) Lawler Ranch Parkway between Fennie Way and Hilborn Way.
   c) HSIP Cycle 10 Rectangular Rapid Flashing Beacons Project – Completed RRFB improvements at:
      i) Golden Eye Way Drive fronting Suisun Elementary School, and
      ii) Harrier Drive fronting Dan O. Root Elementary School.
   d) HSIP Cycle 10 Traffic Signal Improvement Project – Upgraded hardware and signal controllers at 11 signalized intersections, updated signal timing, and initiated development of a new Traffic Management Center at City Hall (to be completed by end of 2025).
   e) HSIP Cycle 12 RRFB Project on Pintail Drive at Crane Drive.
   f) HSIP Cycle 12 Upgrade of Fire Station Advance Warning Devices Project.
   g) Clean California State Route 12 Landscape Improvements – Completed landscaping and new fence segments along the State Route 12 corridor.
   h) Driftwood Drive Path Gap Closure Project – Closed the gap in the Class I pedestrian/bicycle path, connecting the Grizzly Island Trail to Driftwood Drive Path in front of Crystal Middle School.
   i) Sidewalk Gap Closure Project – Closed sidewalk gaps along Marina Boulevard and Buena Vista Avenue, fronting the Marina Village Apartments.
   j) Victory Way Landscape Improvements – Completed landscape enhancements and added angled parking spaces within the Harbor Village Subdivision.

5) Private Developments
   a) Provided feedback, performed plan and map reviews, and/or performed inspections on the following private developments:
   b) Tractor Supply
   c) Starbucks on Walters Road
   d) Take 5 Oil Change
   e) Panda Express Drive Thru and Parking Lot Expansion
   f) Zip Thru Car Wash
   g) Dr. Nare’s Dental Office on Lotz Way
   h) Lotz Way Subdivision
   i) Almond Gardens Redevelopment
   j) Meridian West Subdivision
   k) Marina Village Apartments

l) Blossom Avenue Apartments
m) Lawler Ranch Mixed Use Project at the southeast corner of Anderson Drive and Lawler Center Drive
n) Proposed 400 Main Street Apartments
o) Proposed Dutch Bros Coffee
p) Proposed Canlas Apartments on McCoy Creek Way
q) Proposed Lionext Apartments (3 Parcels Total)
r) Proposed Buzz Oates Project on Petersen Road
s) Proposed Buzz Oates Project at corner of Pennsylvania Avenue and Highway 12
t) Proposed Cannabis Dispensary on Humphrey Drive
u) Proposed Olive Tree Ranch Subdivision on Olive Road
v) Proposed Quick Quack Car Wash by Tractor Supply

6) Parks and Recreation Projects
   a) Provided feedback, performed plan reviews, and/or performed inspections for the following RPM projects:
      i) Community Garden Park Project on Blossom Avenue
      ii) Montebello Park Improvements
         (1) Coordination with External Agencies

7) Kellogg Resiliency Project (Fairfield-Suisun Sewer District): Reviewed and commented on construction documents.
8) STA New Parking Lot (Solano Transportation Authority): Reviewed construction plans and provided feedback.
9) STA Train Depot Improvements: Reviewed plans for new lighting and bus/wind shelters at the train platform.
10) Review and provide feedback on various documents submitted by external agencies, such as the STA's update of the Active Transportation Plan, Comprehensive Transportation Committee Plan, Transportation Resiliency Plan, and the Rail Hub Preliminary Plans.

11) Miscellaneous
   12) Secured grant funding and administering grant for the preparation City's Pavement Report, which requires updating every two years.
   13) Updated Quality Assurance Plan (QAP), which is a Caltrans grant funding requirement.
   14) Annually updated Disadvantaged Business Enterprise (DBE) Goals, which is a Caltrans federal grant funding requirement.
   15) Respond to resident inquiries and concerns.

16) Respond to request for information from contractors, utility companies, outside consultants, external agencies, etc.
17) Attend various STA committee meetings that include PDWG, BAC, PAC, TAC, ATC, SR2S, 3E's, etc.
18) Attend meetings and provide feedback on Capitol Corridor's proposed overhead (or underground) crossing at the UPRR tracks on Sunset Avenue.

Exhibit J – City Manager's Office
Accomplishments 2023-2025

1) Economic Development Strategic Plan: Developed a comprehensive plan to guide business attraction, retention, and revitalization efforts across Suisun City.

2) City Council Strategic Plan: Collaborated with Council and staff to establish a unified vision and strategic priorities that align policy direction with community goals.

3) Long Term Strategic Financial Planning (Resiliency Plan): Advanced multi-year financial planning efforts to ensure long-term fiscal stability and sustainability.

4) Measure S+ Passage: Successfully supported the passage of Measure S+, strengthening funding for essential public safety and city services.

5) Downtown Operations Plan: Created an operational framework to enhance downtown activation, maintenance, and coordinated service delivery.

6) AI and Technology Initiatives: Implemented modern AI-driven platforms such as Polymorphic to streamline internal processes and improve information access.

7) Expanded Communication and Engagement: Launched a more vibrant, proactive communications strategy through partnerships with Tripepi Smith and Rep'd, enhancing outreach, transparency, and resident engagement.

8) Initiated the sale of core redevelopment parcels—including the 34-acre site and key downtown properties—to spur economic investment and community growth.

9) Illegal Dumping Crew: Established a dedicated crew to address illegal dumping citywide, improving neighborhood cleanliness and responsiveness.

10) Public Safety Staffing Enhancements: Added new Police Officers and Firefighters to improve emergency response and service delivery.

11) Homeless Outreach Partnerships: Executed agreements with Mission Samoa and Edge Community Church to expand local homeless outreach and support services.

12) Beautification Committee Realignment: Transitioned the Beautification Committee to a staff-led model, enabling greater project efficiency and successes such as new public murals.

13) Improved Organizational Culture: Fostered stronger staff morale and alignment through greater clarity of vision, communication, and shared direction citywide



ACCOMPLISHMENTS

BY DEPARTMENT
2023-2025



POLICE DEPARTMENT

ACCOMPLISHMENTS
2023-2025

- Conducted over 75 recruitment processes, interviewing a significant number of applicants for multiple positions, and onboarding 12 new employees.

- Created multiple POST approved training courses to teach aspects of policing by in-house instruction staff rather than outsourcing, allowing staff to receive mandatory state continued professional training (CPT) credits.

- Launched a UAS program, including FAA Part 107 training, with both Drone as First Responder and Field-Operated Drone components. The program improves officer safety, reduces field call load, and enhances community service delivery. This program is in the final stages of completion.

Police Department

- Deployed a new mobile command vehicle designed from the ground up to support special events and critical incidents.

- Installed several grant funded cameras in the downtown area and acquired new FLOCK VMS/License Plate Reader cameras placing them at key intersections to enhance safety and investigative capabilities.

Police Department



FIRE DEPARTMENT

ACCOMPLISHMENTS
2023-2025

- Public Private Partnership with Medic Ambulance increased revenues by $280,000 annually for Advanced Life Support services, paramedic program.

- Completed Citywide Emergency Operations Center (EOC) Training & Tabletop Exercise.

- SCFD Organizational restructure, removing Division Fire Chief and adding Firefighter Paramedic to achieve 3/0 Staffing.

Fire Department

- Council approval for procurement of new Type I engine and Aerial Ladder Truck.

- Improved ISO PPC rating Class 4 to Class 3.





Fire Department

FINANCE DEPARTMENT

ACCOMPLISHMENTS
2023-2025

- Tyler ERP Implementation: Led full deployment of Tyler Technologies ERP system, replacing legacy platforms and integrating modules for budgeting, accounting, payroll, and procurement. This resulted in a 30% reduction in processing time and improved cross-departmental transparency.

- Granicus Platform Rollout: Implemented Granicus software for agenda automation and public records requests, streamlining council packet preparation and FOIA compliance.

- City & Police Website Upgrades: Oversaw modernization of the City and Police Department websites, improving public access and ADA compliance.

Finance

- Phone System Modernization: Directed the upgrade of the City's VOIP phone system, improving reliability and reducing long-term maintenance costs.

- MyCivic App Implementation: Launched the MyCivic mobile app to enhance citizen engagement and service delivery. Coordinated CMS setup, 311 workflow design, and internal staff app deployment for field reporting.

Finance



INFORMATION TECHNOLOGY

ACCOMPLISHMENTS 2023-2025

- Initiated a major upgrade to replace the firewall and build a Security Operations Center (SOC), with vendor reviews and quotes in progress.

- Flock Police Camera Integration: Held weekly meetings to integrate city cameras into the Flock system, with ongoing coordination with their technical team. Ongoing efforts to ensure the DFR (Drones as first responders) will be deployed.

- APEX Integration into City Network to provide additional IT services and security to internal city network and servers.

Information Technology

- Laptop and Workstation Deployment: Proactively ordered laptops and arranged temporary devices to meet training needs as well as permanent deployments.

- PRA Search & Response: Conducted email searches for PRA requests, created a shared OneDrive folder for large files, and ensured timely delivery of responsive records.

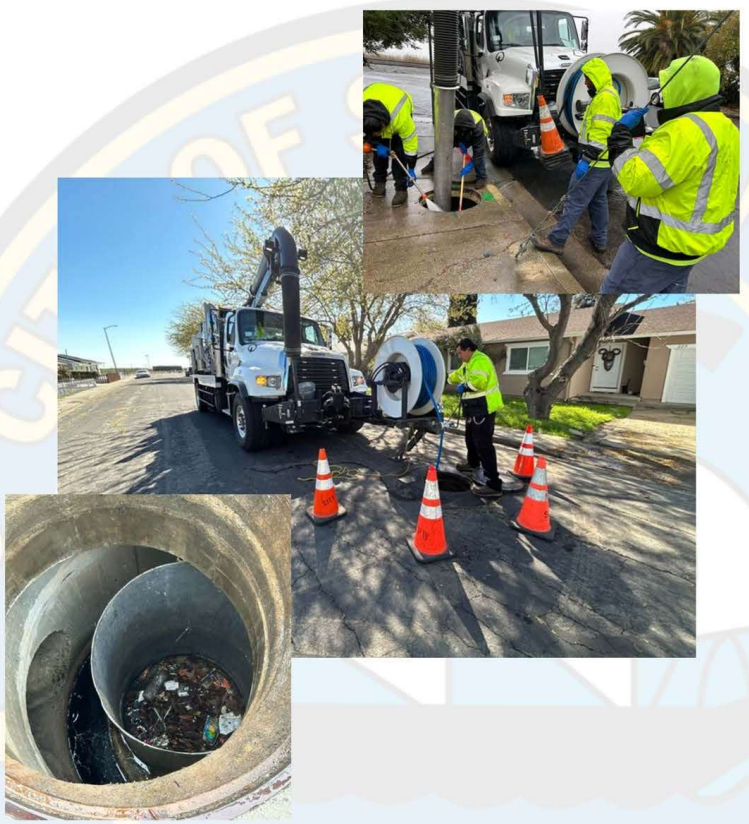
Information Technology



PUBLIC WORKS

ACCOMPLISHMENTS
2023-2025

- In 2023, the Public Works Maintenance Division purchased a new Vacuum (Vac) Truck to improve storm drain and sewer maintenance. After several months of customization, the truck was delivered in January 2024. Since then, it has greatly increased the efficiency of the City's maintenance program. Each year, staff clean about 36,000 linear feet of the City's 184,800 feet of storm drains, helping reduce localized flooding. The Vac Truck is also used to clean sewer lines before inspections by the Fairfield-Suisun Sewer District, allowing for clearer video inspections and timely repairs. City staff maintain roughly 279,840 feet of sewer lines and clean about 53,000 feet annually.



Public Works

- Led the comprehensive renegotiation of the City's Solid Waste Franchise Agreement, including rates, with Republic Services and directed the associated Proposition 218 process.

- From the 2023 calendar year to the present, the Public Works Department has completed a total of thirteen Capital Improvement Projects, totaling $13,228,373.64.






Public Works



HUMAN RESOURCES

ACCOMPLISHMENTS 2023-2025

- Secured Employment Liability Coverage through ERMA to protect the City against employment liability claims.

- Contracted with Prospero to serve as the City's benefits broker, which led to the implementation of vision and dental coverage for employees, resulting in savings of over 50% for employees and their families.

- Implemented a new TPA to administer liability claims against the City.

Human Resources

- Implemented NeoGov for online recruiting, onboarding, and eForms.

- Implemented True Comp for negotiations proposal costing and budgeting and completed contract negotiations for all groups in 2023, while 2025 negotiations remain ongoing.

Human Resources



HOUSING DIVISION

ACCOMPLISHMENTS
2023-2025

- Achieved “High Performer” according to HUD’s Section 8 Management Assessment Program (SEMAP) for 2023-24 and 2024-25.

- Increased voucher utilization rate by 10 percent since July 2023.
  - Approximately 30 more individuals and families are being assisted with their rent. Most of the new participants are elderly or a person with a disability.

Housing

Housing

- Almond Gardens Project underway
  - The Housing Authority's apartment complex, which was in severe disrepair, was sold to a developer in August 2025. The developer intends to demolish the 52 units and build a total of 96 new affordable units by September 2027.



- New Collaboration with the Department of Veterans Affairs
  - In May 2025, five special use vouchers were awarded to the Suisun City Housing Authority to assist honorably discharged unhoused veterans. The VA provides regular case management to ensure the participants are getting the appropriate services they need.

Housing



DEVELOPMENT SERVICES

ACCOMPLISHMENTS 2023-2025

Development Services

Non-Residential

Suisun City Dental Development Project

- A new dental office and additional tenant spaced located at 603 Lotz Way.
- City entitled in July 2023.
- Permit Issued September 2024.

Tractor Supply Development Project

- A new standalone Tractor Supply store located north of Highway 12 and east of Sunset Avenue.
- City entitled February 2024.
- Certificate of Occupancy granted July 2024.





Development Services

Residential

Almond Gardens Redevelopment Project

- Demolition of the existing 52-unit project and development of a three-story 97-unit multi-family project located at 707-815 Almond Street.
- City entitled in March 2024.
- Building permits issued August 2025.



Awanta Apartments

- A 20-unit multi-family residential project located at 400 Main Street.
- Entitled August 2025.

McCoy Creek Mixed Use

- A 31-unit multi-family residential project with non-residential space located at 1220 and 1240 McCoy Creek Way.

Policy

- Adoption of Housing Element Update
  - The 6th cycle housing element update was adopted in 2023.
- Adoption of Public Health and Safety Element Update
  - An update to the Public Health and Safety Element was adopted in 2023.

Development Services



RECREATION, PARKS & MARINA

ACCOMPLISHMENTS 2023-2025

- Secured approximately $2.3 million through a 5-year Proposition 64 Public Health and Safety Grant to launch the Suisun City Police Activities League (PAL) program focused on marijuana prevention and education. Implemented PAL programming that provides mentorship, leadership development, and recreational activities to more than 100 youth and teens.

- In partnership with the Fairfield-Suisun Unified School District, secured a contract award through the Expanded Learning Opportunities Program (ELOP) valued at up to $2.3 million annually to expand after-school programs at Dan O. Root and Crescent Elementary Schools, serving hundreds of elementary students each school year through extended learning and enrichment opportunities.

Recreation, Parks & Marina

- Secured $2.5 million from the California Department of Parks and Recreation's Specified Grant Program to fund park improvements at Montebello Vista Park and the development of Prosperity Garden Park, enhancing neighborhood recreation access and amenities.

- Secured $715,680 from the Sacramento–San Joaquin Delta Conservancy's Proposition 68 Program for planning, outreach, design, and pre-construction of a new public fishing dock behind City Hall.

Recreation, Parks & Marina

- Secured $40,000 from the National Recreation and Park Association and North Bay Regional Center to launch adaptive programs for youth with intellectual and/or developmental disabilities, such as autism. Introduced specialized sports and camp programming, hosted the first-ever Regional Developmental Disabilities Conference in 2024 and 2025, and created the City's inaugural Autism Acceptance Month Run in 2024, now an annual event.

Recreation, Parks & Marina


CITY OF SUISUN CITY
CALIFORNIA
CITY MANAGERS OFFICE
ACCOMPLISHMENTS
2023-2025

- Economic Development Strategic Plan – Developed a comprehensive roadmap to guide business attraction, retention, and downtown revitalization efforts.

- City Council Strategic Plan – Established clear policy priorities and a unified vision to align city operations with Council and community goals.

- Long-Term Financial Resiliency Plan – Advanced multi-year financial planning to strengthen fiscal stability and ensure sustainable service delivery.

City Manager's Office

- Measure S+ Passage – Supported the successful renewal of critical local funding to maintain essential city services and public safety.

- Asset Sales and Redevelopment Initiatives – Initiated the sale of key redevelopment parcels, including the 34-acre and downtown sites, to spur investment and economic growth.

City Manager's Office


CITY OF SUISUN CITY
CALIFORNIA
QUESTIONS?

Office of the Mayor

Suisun City, California

Proclamation

WHEREAS, Native American Heritage Month is an opportunity to honor the rich histories, diverse cultures, and important contributions of Native American tribes, who have made lasting impacts on the social, cultural, and environmental landscapes of our communities; and

WHEREAS, the City of Suisun City was established in 1868, within an area of California that represented the unceded territory of indigenous people known as the Patwin or Southern Wintun; and

WHEREAS, the City of Suisun City is to be acknowledged as historical Patwin territory, out of respect for the Patwin people as the original stewards of the land upon which this City has thrived; and

WHEREAS, the Yocha Dehe Wintun Nation, a sovereign and federally recognized tribal government representing their Patwin ancestors, have demonstrated an unwavering commitment to preserving cultural heritage, supporting educational initiatives, and contributing to the sustainable future of Solano County and Suisun City; and

WHEREAS, the Yocha Dehe Wintun Nation has generously supported the Worrtla Patwin Kodoi Dihi Open Space, a vital natural preserve that offers our community spaces to connect with nature, learn about environmental stewardship, and appreciate the importance of habitat conservation; and

WHEREAS, through their participation and support of local career fairs, educational events, and the Solano County Library, the Yocha Dehe Wintun Nation has been an invaluable partner in enhancing the quality of life for residents through numerous acts of service and generosity, inspiring our community to engage in respectful dialogue and honor the rich cultural legacies of the Patwin people and all Native American tribes; and

NOW, THEREFORE, I, Alma Hernandez, on behalf of the Suisun City Council, do hereby proclaim the month of November as

"NATIVE AMERIACN HERITAGE MONTH"

in Suisun City and recognize the Yocha Dehe Wintun Nation for their exceptional contributions to our community.



In witness whereof I have hereunto set my hand and caused this seal to be affixed.

Alma Hernandez, Mayor

ATTEST: _____

DATE: November 18, 2025

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AGENDA ITEM NO. 6.

AGENDA TRANSMITTAL

MEETING DATE: November 18, 2025

AGENDA ITEM: Council Adoption of Resolution No. 2025-__: Approving the Memorandum of Understanding Between the City of Suisun City and the Suisun City Management and Professional Employees' Association (SCMPEA) for the Period of July 1, 2025 through June 30, 2027.

FISCAL IMPACT: The estimated fiscal impact of the SCMPEA agreement is $120,000 in FY 2025-26 and an additional $90,000 in FY 2026-27. The City will make budget adjustments at midyear for FY 2025-26 to cover the cost of the agreement in Year 1.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND: The Memorandum of Understanding (MOU) between the City of Suisun City and the Suisun City Management and Professional Employees' Association (SCMPEA) expired on June 30, 2025. Negotiations for a successor agreement began in March 2025 with all four of the City's bargaining units: Suisun City Police Officers' Association (SCPOA), Suisun City Employees' Association (SCEA/SEIU), Suisun City Professional Firefighters' Association (SCPFA) and SCMPEA.

Following a series of negotiation sessions, the City and SCMPEA reached a Tentative Agreement (TA) on key terms and conditions of employment. The SCMPEA membership ratified the TA Deal Points on October 9, 2025. Following the Union's ratification, the redline MOU drafted to reflect the TA terms was sent to the Union for review on November 4, 2025, and the Union ratified the final MOU on November 6, 2025.

STAFF REPORT: The successor agreement includes the following major deal points:

- Market Wage Adjustments: Wage adjustments to 90% of the market median for member classifications that fall below 90% of the median effective October 10, 2025
- Cost of Living Adjustments:
  - 2.5% COLA effective January 2026
  - 2.5% COLA effective July 2026
- EPMC Cost Share Swap: Implementation of a cost-sharing adjustment aligning employer-paid member contributions (EPMC) with employee cost-share responsibilities
- Eligible Paid Leave Cash-Out: Increase annual cash out of leave accruals to 126 hours and modify annual cash-out provisions to align with IRS constructive receipt rules

The new agreement reflects the City's continued commitment to maintaining competitive compensation and benefits for its mid-management and professional employees while exercising fiscal responsibility, maintaining caution to ensure the City's ongoing ability to pay, and promoting alignment across bargaining units.

Staff recommends approval of the successor MOU with the SCMPEA for the period of July 1, 2025, through June 30, 2027, as it represents a fair and balanced agreement that supports both employee equity and organizational sustainability.

STAFF RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 2025-__ Approving the Memorandum of Understanding (MOU) between the City of Suisun City and the Suisun City Management and Professional Employees' Association (SCMPEA) for the period of July 1, 2025, through June 30, 2027.

DOCUMENTS ATTACHED:

1. Resolution No. 2025-__: A Resolution of the City Council of the City of Suisun City Approving the Memorandum of Understanding Between the City of Suisun City and the Suisun City Management and Professional Employees' Association (SCMPEA) for the Period of July 1, 2025 through June 30, 2027.
    a. SCMPEA MOU 2025-27
2. Tentative Agreement Between the City of Suisun City and the SCMPEA Ratified 10/9/2025
3. SCMPEA MOU 2025-27 Redline MOU

PREPARED BY: Christina Penland, Human Resources Administrator
REVIEWED BY: Lakhwinder Deol, Finance Director
APPROVED BY: Bret Prebula, City Manager

ATTACHMENTS:

1. Resolution.docx
1a. SCMPEA MOU 2025 27 (clean).pdf
2. SCMPEA TA 2025 27 (signed).pdf
3. SCMPEA MOU 2025 27 (redline).pdf

RESOLUTION NO. 2025-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SUISUN CITY AND THE SUISUN CITY MANAGEMENT AND PROFESSIONAL EMPLOYEES' ASSOCIATION (SCMPEA) FOR THE PERIOD OF JULY 1, 2025 THROUGH JUNE 30, 2027

WHEREAS, the Memorandum of Understanding (MOU) between the City of Suisun City ("City") and the Suisun City Management and Professional Employees' Association ("SCMPEA") expired on June 30, 2025; and

WHEREAS, representatives of the City and SCMPEA met and conferred in good faith in accordance with the Meyers-Milias-Brown Act and have reached agreement on wages, hours, and other terms and conditions of employment; and

WHEREAS, the SCMPEA membership ratified the Tentative Agreement Deal Points on October 9, 2025, the redline MOU drafted upon the TA terms was sent to the Union for review on November 4, 2025, and the Union subsequently ratified the final MOU on November 6, 2025; and

WHEREAS, the successor MOU covers the period of July 1, 2025 through June 30, 2027, and includes provisions regarding cost-of-living adjustments, market based wage adjustments, incentive pay, and the EPMC cost share swap consistent with City objectives and fiscal capacity; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY AS FOLLOWS:

1. Approve the Memorandum of Understanding between the City of Suisun City and the Suisun City Management and Professional Employees' Association (SCMPEA) for the period of July 1, 2025, through June 30, 2027; and
2. Authorize the City Manager to execute the MOU on behalf of the City and to take any actions necessary to implement its terms.

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 November 2025, by the following vote:

AYES: Councilmembers: _____
NOES: Councilmembers: _____
ABSENT: Councilmembers: _____
ABSTAIN: Councilmembers: _____

WITNESS my hand and the seal of said City this 18th day of November 2025.

_____
Anita Skinner
City Clerk

Attachment:

a) SCMPEA MOU 2025-27

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SUISUN CITY
AND
THE SUISUN CITY MANAGEMENT & PROFESSIONAL EMPLOYEES' ASSOCIATION

July 1, 2025
Through
June 30, 2027

Tentative Agreement Approved by City Council on November 18, 2025
MOU Approved by City Council on November 18, 2025

Table of Contents

INTRODUCTION 1

ARTICLE 1 RECOGNITION 1

1. Job Classes Represented. 1
2. Secretary to City Manager/Deputy City Clerk. 2
3. Future Additional Job Class Determination. 2
4. Temporary/Limited-Service Positions. 2
5. Job Requirements. 3

ARTICLE 2 CITY RIGHTS 3

ARTICLE 3 EMPLOYEE RIGHTS 4

ARTICLE 4 PERSONNEL RULES AND REGULATIONS 4

ARTICLE 5 NO DISCRIMINATION 4

ARTICLE 6 ASSOCIATION ACCESS 5

1. SCMPEA Business. 5
2. Work Locations. 5
3. Shop Stewards. 5
4. Release Time. 5
5. Labor/Management Committee. 6
6. Employee Orientation & Contact Information. 6
7. Dues Deduction. 7

ARTICLE 7 COMPENSATION 7

1. Salaries. 7
2. Salary Schedule. 8
3. Acting Pay. 8
4. Special Circumstances – Police Support Services Manager. 9
5. Special Circumstances – Police Commander. 10
6. Fire Duty Chief Standby Pay. 10
7. Mutual Aid Deployment – Fire Safety Employees. 10
8. Longevity Pay. 11
   - A. Police and Fire Safety Longevity Pay. 11
   - B. Miscellaneous Employee Longevity Pay. 11
9. Notary Pay. 11

ARTICLE 8 HOURS OF WORK 12

1. Attendance. 12
2. Work Schedules. 12
3. Executive Leave. 12
4. Executive Leave Cash-Out. 13
5. Conflict with FLSA. 13

ARTICLE 9 VACATION LEAVE 13

1. Vacation Accrual. 13
2. Maximum Accumulation. 13

3. Vacation Cash-Out. 14
4. Holiday During Vacation. 14
5. Illness During Vacation. 14
6. Separation from Service. 14
7. Upon Death. 14

ARTICLE 10 ELIGIBLE PAID LEAVE CASH-OUT 14

ARTICLE 11 UNIFORMS AND UNIFORM ALLOWANCES 15
1. Uniform Allowances. 15
2. Other Uniforms. 15

ARTICLE 12 RETIREMENT BENEFITS 15
1. Classic Miscellaneous Employee Benefits. 15
2. Classic Safety Fire Employee Benefits. 16
3. Classic Safety Police Employee Benefits. 16
4. PEPRA New Miscellaneous Employee Benefits. 17
5. PEPRA New Safety Fire Employee Benefits. 17
6. PEPRA New Safety Police Employee Benefits. 17
7. Sick Leave Conversion. 17

ARTICLE 13 MEDICAL & DENTAL INSURANCE 17
1. Core Flex Plan. 17
2. Flexible Benefit Options. 17
3. Restrictions. 18
4. Medical Insurance Benefits after Death While on Duty. 18
5. Medical Conversion Plan. 18
6. Sick Leave Conversion to Fund Medical Premiums. 18

ARTICLE 14 LIFE INSURANCE, DEFERRED COMPENSATION PLAN AND RETIREMENT HEALTH SAVINGS ACCOUNT 18
1. Life Insurance. 18
2. Deferred Compensation Plan. 18
3. Retirement Health Savings Account. 19

ARTICLE 15 SUPPLEMENTAL INSURANCE 19

ARTICLE 16 MILEAGE REIMBURSEMENT 19

ARTICLE 17 WORKERS' COMPENSATION COVERAGE 19

ARTICLE 18 STATE DISABILITY INSURANCE COVERAGE 19
1. State Disability Insurance. 19
2. Payment of SDI Premiums. 19

ARTICLE 19 PAYROLL STATUS 19
1. Payroll Status. 19
2. Continuation of City-Paid Insurance Premiums. 20
3. Non-Payroll Status. 20

ARTICLE 20 WORKERS' COMP/SDI MEDICAL LEAVE 21
1. Employee Options Regarding SDI Medical Leave. 21

2. Medical Leave While on Workers' Comp/SDI. 21
3. How a Supplement is Treated. 21
4. Paid Leave Accrual. 22
5. Leave of Absence While on SDI. 22

ARTICLE 21 SICK LEAVE AND OTHER LEAVES OF ABSENCE 22

ARTICLE 22 LEAVE OF ABSENCE DUE TO INJURY INCURRED WHILE ON DUTY 22

ARTICLE 23 MUNICIPAL HOLIDAYS 23
1. Recognized Holidays. 23
2. Observance. 23
3. Holiday Time Off. 23
4. Holiday Time Off Usage. 23
5. Holiday Leave Balance. 24
6. Holiday Leave Cash-Out. 24

ARTICLE 24 REIMBURSEMENT FOR EDUCATION OR TRAINING 24
1. Approval. 24
2. Reimbursement. 24
3. Certification and Educational Incentive Pay. 25

ARTICLE 25 PROBATIONARY PERIOD 25

ARTICLE 26 PERFORMANCE EVALUATIONS 25
1. Annual Performance Evaluation. 25
2. Purpose. 25
3. Procedure. 25
4. Merit Increases. 26

ARTICLE 27 GRIEVANCE PROCEDURE 26

ARTICLE 28 DISCIPLINARY ACTION 26

ARTICLE 29 CONTRACTING OUT 26

ARTICLE 30 EMPLOYEE ASSISTANCE PROGRAM 26

ARTICLE 31 LAYOFF AND REEMPLOYMENT 26

ARTICLE 32 GENERAL PROVISIONS 27
1. Severability. 27
2. Full Understanding. 27
3. No Requirement to Meet and Confer. 27
4. Reopener. 27
5. Savings Clause. 27
6. No Strike/Lockout. 28
7. Successor Agreement. 28
8. Distribution of Agreement. 28
9. Effective Date. 28

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SUISUN CITY
AND
THE SUISUN CITY MANAGEMENT & PROFESSIONAL EMPLOYEES' ASSOCIATION

INTRODUCTION

This Memorandum of Understanding is made and entered into between the CITY OF SUISUN CITY, (hereinafter "City"), and SUISUN CITY MANAGEMENT & PROFESSIONAL EMPLOYEES' ASSOCIATION, (hereinafter "SCMPEA"), a formally Recognized Employee Organization pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500 *et seq.*).

The Parties agree that this Memorandum of Understanding (hereinafter "Agreement") shall be submitted to the City Council of the City of Suisun City with the joint recommendation of the designated representatives of the Parties that the City Council approve the Agreement and take any additional action as may be necessary to implement its provisions.

The City agrees to give reasonable written notice to SCMPEA of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation and shall give SCMPEA the opportunity to meet and confer with respect thereto.

The Parties have met and conferred in good faith through their designated representatives concerning those matters set forth in Government Code Section 3504 and have reached agreement thereon as set forth below. The City agrees that there shall be no other negotiations for represented workers beyond this Agreement.

The Parties agree as follows:

ARTICLE 1 RECOGNITION

1. Job Classes Represented.

The City recognizes SCMPEA as the exclusive representative for the Professional/Technical Employees bargaining unit consisting of the following Regular, Professional/Technical, Management Classes which should properly be assigned to this bargaining unit by the City, such exclusive representation being subject to and qualified by Employee rights under applicable local, state, and federal law to be represented by the Recognized Employee Organization of their choice:

Represented Job Classes
- Accountant
- Assistant Engineer
- Assistant Planner

Associate Engineer
Associate Planner
Building Inspection Services Manager
Deputy City Clerk (C)
Deputy Fire Chief
Finance Manager
Fire Marshal
Housing Programs Manager
IT Services Manager
Management Analyst I
Management Analyst II
Marketing Manager
Police Commander
Police Support Services Manager
Principal Planner
Project Manager
Public Works Superintendent
Public Works Supervisor
Recreation Manager
Recreation Supervisor
Senior Accountant
Senior Associate Engineer
Senior Building Inspector
Senior Management Analyst
Senior Planner

2. Secretary to City Manager/Deputy City Clerk.

The Classification of Secretary to City Manager/Deputy City Clerk is Confidential, and as such is excluded from participating in collective bargaining or from revealing confidential information regarding collective bargaining; however, is otherwise represented by SCMPEA.

3. Future Additional Job Class Determination.

In addition, future additional job classes (excluding Unrepresented "at-will" Positions) determined under applicable City Resolutions to be of a Regular, Management, Professional/Technical nature shall be represented by SCMPEA.

4. Temporary/Limited-Service Positions.

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

nearest to but not lower than his/her last Pay Rate as a Temporary, Provisional, or grant-funded Employee.

5. Job Requirements.

The parties agree that positions requiring a license or certification must maintain a valid license or certification as required for their position, as a condition of employment. The parties agree to address SB2 and decertification of POST, likely to be incorporated as a policy in the Police Manual.

ARTICLE 2 CITY RIGHTS

1. Except as limited by the specific and express terms of this Agreement, the City hereby retains and reserves unto itself all rights, powers, authority, duty and responsibilities confirmed on and vested in it by the laws and the Constitution of the State of California, the Suisun City Code, and/or the laws and Constitution of the United States of America.

2. Regardless of any provision contained in this Agreement or which may be inferred from this Agreement, the City shall retain and shall have the right to exercise the following exclusive rights which include, but are not limited to, the following:

A. The right to hire and fire.

B. The right to determine the mission of its constituent departments, divisions, commissions, and boards.

C. The right to set standards of service and municipal fees and charges.

D. The right to determine the procedures and standards of selection for employment, assignment, transfer, and promotion of applicants and Employees, provided in the case of Employees that the exercise of such right shall not infringe on any rights that Employees have under this Agreement.

E. The right to direct its Employees.

F. The right to discharge or suspend Employees for just cause and take other disciplinary actions against its Employees as set forth herein.

G. The right to relieve its Employees from duty because of lack of work or other legitimate reasons.

H. The right to maintain the efficiency of governmental operations.

I. The right to determine the methods, means, and staffing to conduct governmental operations.

J. The right to determine and re-determine job content and job classifications.

K. The right to contract out any work which is now being performed by Employees of the City or which shall be performed in the future by Employees of the City, provided this only occurs in those situations where the tasks cannot be accomplished by current SCMPEA members as efficiently, economically, and expediently as can be achieved by such contracting out, provided that the City shall make every reasonable effort to place Employees displaced by such contracting out in other City service requiring similar skills as the work performed by the Employee when displaced by the contracting out and which requires minimal training to afford the Employee opportunity to adequately perform the new position.

L. The right to take all necessary actions to carry out the mission of the City, its constituent departments, divisions, or commissions and boards in cases of emergencies.

M. The right to exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE 3 EMPLOYEE RIGHTS

Subject to the provisions of Resolution No. 74-33, Employees of the City shall have the right to form, join, and participate in the activities of a Recognized Employee Organization of their own choosing for the purpose of representation on matters of employer-employee relations, including but not limited to, wages, hours, and other terms and conditions of employment. Employees of the City also shall have the right to refuse to join or participate in the activities of Recognized Employee Organizations.

ARTICLE 4 PERSONNEL RULES AND REGULATIONS

Administrative Directive – AD 7, the City's Personnel Rules and Regulations (hereinafter "Personnel Rules"), was approved by City Council Resolution No. 2011-52 on June 7, 2011. 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 SCMPEA. Prior to amending Resolution No. 2011-52 regarding wages, hours, or other terms and conditions of employment, the Parties shall first meet and confer on the modifications as provided in the Meyers-Milias-Brown Act (Government Code Section 3500 *et seq.*). Unless otherwise provided in this Agreement, the definitions of terms used in this Agreement shall be the definitions provided in Chapter 2 of the Personnel Rules.

ARTICLE 5 NO DISCRIMINATION

It is agreed that neither SCMPEA, nor the City shall discriminate against any Employee because of race, national origin, gender, SCMPEA membership, protected concerted SCMPEA activity, or refusal to join SCMPEA.

For an employer, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, to refuse to hire or employ the person or to refuse to select the person for a training program leading to employment, or to bar or to discharge the person from employment or from a training program leading to employment, or to discriminate against the person in compensation or in terms, conditions, or privileges of employment.

For a labor organization, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, to exclude, expel, or restrict from its membership the person, or to provide only second-class or segregated membership or to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of the person in the level of representation provided to that individual, the ability to run for an office in the association or to discriminate in any way against any of its members.

ARTICLE 6 ASSOCIATION ACCESS

1. SCMPEA Business.

All SCMPEA business will be conducted by Employees and SCMPEA representatives outside of established working hours. Nothing herein shall be construed to prevent a SCMPEA representative or an Employee from contacting the City Manager or other management representatives regarding personnel-related matters during working hours.

2. Work Locations.

The authorized SCMPEA Representative, if any, shall be given access to work locations during working hours, provided that prior to visiting any work location the SCMPEA representative notifies the City.

3. Shop Stewards.

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

4. Release Time.

The City may grant a total of 16 hours of paid time for the president and two stewards to attend training scheduled during the Employee's normal working hours. Those hours may be split among the three SCMPEA officials at SCMPEA's discretion. The SCMPEA will be responsible for overseeing the time used and calculating the time remaining. The SCMPEA must notify the Department Head and Human Resources with each approved time off request. The SCMPEA president shall submit

written requests for release time to the Employee's immediate supervisor. The supervisor's decision to approve will be based on the operational needs of the City. The Employee and SCMPEA president will certify the Employee's attendance. Unused training hours may accrue to a maximum of 32 hours.

5. Labor/Management Committee.

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

6. Employee Orientation & Contact Information.

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

A. The City will provide SCMPEA notice of a pending New Employee Orientation within one (1) business day of the execution of an employment offer letter.

B. One (1) SCMPEA 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. SCMPEA 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, SCMPEA will provide to Human Resources the name and the contact information of its participating representative. The City and SCMPEA will mutually agree to a suitable time during the New Employee Orientation for SCMPEA'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 SCMPEA with Employee contact information, including name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses on file with the City, and home address, in electronic format as required by State law for all represented Employees.

D. The City also agrees to provide SCMPEA with a list of the foregoing information for all bargaining unit employees at least once every 120 days at SCMPEA's written request.

E. Notwithstanding the foregoing, in accordance with Government Code Section 6254.3(a)(3), the City will not provide SCMPEA with the home address or any phone number on file with the City of any employee performing law enforcement-related functions. For purposes of this Agreement, "law enforcement-related functions" includes any City police department employee and any City code enforcement officer. In accordance with Government Code Section 6254.3(c), the City will not provide SCMPEA with any home address, home telephone number, personal cellular telephone number, or personal email address of any employee who has made a written request to the City regarding non-disclosure of said information (except, with respect to personal email addresses, as may be necessary to comply with the California Public Records Act).

7. Dues Deduction.

SCMPEA may request that the City deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by SCMPEA, from the wages and salaries of SCMPEA members. SCMPEA hereby certifies that SCMPEA has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. Accordingly, SCMPEA membership dues shall be deducted over 24 pay periods in accordance with the City procedures and provisions of applicable law from the salary of each employee whose name is provided by SCMPEA. Such deduction shall be made only when the SCMPEA member's earnings for the subject pay period are sufficient after other legally required deductions are made.

A. Remittance of the aggregate amount of all such monies shall be made by the City to SCMPEA at the conclusion of each payroll period in which said dues were deducted. Any changes in SCMPEA dues must be given to the City a minimum of thirty (30) days prior to change to accommodate changes to payroll.

B. SCMPEA shall have a duty to defend and shall indemnify and hold harmless the City against any liability arising from a claim, demand, or other action relating to any SCMPEA requested deduction, or any provision or obligation set forth in this Article. The City reserves the right to select its own counsel for its defense hereunder at the SCMPEA's expense.

ARTICLE 7 COMPENSATION

1. Salaries.

A. Effective the first pay period following Association ratification of the successor memorandum of understanding (MOU) or the first pay period following 9/26/2025, whichever is later, the base wage rates set forth in the Citywide Salary Schedule shall be adjusted to provide Benchmark classifications with a base wage rate less than 89% of the market median shall be increased to 90% of the market median. Classifications

internally aligned to those benchmark classifications shall also be adjusted accordingly, as follows:

B.

Job Class	Base Wage Adjustment
Building Inspection Services Manager	9.1%
Deputy City Clerk (C)	6.6%
Deputy Fire Chief	1.2%
Finance Manager	3.9%
Fire Marshal	3.9%
Housing Programs Manager	4.4%
IT Services Manager	8.0%
Marketing Manager	6.0%
Police Commander	2.2%
Project Manager	6.0%
Public Works Superintendent	5.6%
Public Works Supervisor	5.5%
Recreation Manager	7.9%
Recreation Supervisor	4.9%
Senior Building Inspector	8.7%

B. Effective the first full pay period in January of 2026, the base wage rates set forth in the Citywide Salary Schedule shall be increased by a two and one-half percent (2.5%) Cost of Living Adjustment (COLA).

C. Effective the first full pay period in July of 2026, the base wage rates set forth in the Citywide Salary Schedule shall be increased by a two and one-half percent (2.5%) COLA.

D. If any other represented bargaining unit receives a COLA greater, in either percentage and/or timing, than the COLA provided to this unit during the term of this MOU, the City agrees to provide the same greater COLA, in percentage and/or timing, to this bargaining unit. This provision applies only to general across-the-board COLA increases negotiated with other represented bargaining units and does not apply to market-based equity adjustments, or classification-specific increases. Any adjustments made pursuant to this clause shall be prospective only, effective on the same date as the other represented bargaining unit's increase and shall not be retroactive.

2. Salary Schedule.

The Salary Schedule for SCMPEA Employees was converted to a 5-step pay scale as of the effective date of the SCMPEA MOU 2021-23.

3. Acting Pay.

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

A. Employees must qualify to receive Acting Pay when assigned in writing to act in a higher job class and to perform substantially the full range of duties and responsibilities of the higher job class for a minimum period of two weeks.

B. Employees who are assigned to act in a higher job class will receive Acting Pay in an amount of ten (10%) percent of their current salary whenever they are assigned to act in the higher job class for a minimum of two consecutive weeks, retroactive to the first day of the assignment, while performing substantially the full range of duties and responsibilities of the higher job class.

C. In order to receive Acting Pay, there must exist a budgeted position, the assignment must be made in writing, employees must meet the minimum qualifications of the higher job class, and employees may not refuse to perform any duty or responsibility of the higher job class. Exceptions to meeting the minimum qualifications of the higher job class or a budgeted position may be made on a case-by-case basis, depending on operational need, with concurrence between the department head and Human Resources, subject to City Manager approval.

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

4. Special Circumstances – Police Support Services Manager.

The Police Support Services Manager position is exempt from the payment of Overtime for all hours worked in addition to that Employee's assigned work hours with the exception of the following Special Circumstance:

A. The Police Support Services Manager will not be compensated for hours worked in addition to scheduled work hours when performing the supervisory duties of the position.

B. If, as a result of a Critical Staffing Shortage, the Police Support Services Manager is assigned by their supervisor to work a full shift as a Public Safety Dispatcher during scheduled days off, those hours will be compensated at the rate of time and one-half of the salary rate of a Public Safety Dispatcher II E-Step.

C. Critical Staffing Shortage will be deemed to have occurred when the number of available Public Safety Dispatchers is inadequate to cover the required number of shifts. The number of available Public Safety Dispatchers must be at a level to allow a minimum of one-off day every four days.

D. During Critical Staffing Shortages, the Suisun City Police Department incorporates 12-hour work shifts within the Communication/Records Center. This scheduling requires a minimum of two (2) Public Safety Dispatchers to cover each 24-hour day.

E. During the Critical Staffing Shortages, the Suisun City Police Department Communications Center will be staffed with one (1) Public Safety Dispatcher.

E. A Non-Critical Staffing Period is one in which adequate staffing is available to fill an unexpected vacancy or a shift shortage. The Police Support Services Manager is authorized to require an available Public Safety Dispatcher to fill a shift vacancy. Should the Police Support Services Manager choose to work a vacant shift to avoid requiring an available Public Safety Dispatcher to work, the time worked will not be compensable.

G. During scheduled workdays, the Police Support Services Manager will not receive Overtime compensation when required to extend the workday up to two (2) hours to fill an unexpected shift vacancy as a Public Safety Dispatcher.

5. Special Circumstances – Police Commander.

Police Commanders will receive extra compensation at the rate of time and a half for actual hours worked outside of normal scheduled work hours when required to respond after hours, in person, to critical emergencies, as authorized by the Police Chief. The Police Commanders will not be compensated for hours worked in addition to scheduled work hours when performing their general duties which may extend their workday.

6. 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 24-hour shift, Division Fire Chiefs and Deputy Fire Chiefs 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. Division Fire Chiefs and Deputy Fire Chiefs assigned to serve as Duty Chief shall receive 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 j(8:30 p.m. to 8:29 a.m.). It is expected that such assignment would be made on a 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. The Fire Chief may share in this assignment rotation. For example, if three Employees were to share Fire Duty Chief responsibilities, each would be assigned 10 days spread over a 30-day month, adjusted appropriately for months of greater of lesser days. Employees must be scheduled for Fire Duty Chief Standby in Such a manner as to ensure at least two-consecutive days 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 the Fire Duty Chief assignments based on staffing, budget, and operational discretion as he/she sees fit, but shall not assign him/herself any greater participation than assigned to any single Division Fire Chief or Deputy Fire Chief to the maximum extent possible and/or mutually agreed upon allotment between the Chief Officers.

7. Mutual Aid Deployment – Fire Safety Employees.

A. For all State of California Governor's Office of Emergency Services (CalOES) mutual aid deployments, the Fire Department shall compensate its suppression personnel

employees of SCMPEA portal-to-portal while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response. Portal-to-portal begins at dispatch and ends upon return to Suisun City when personnel and equipment are in service and available for Fire Department response.

B. Approval for deployment is required by the Fire Chief as well as the City Manager and will generally not be approved if the City must backfill for deployments at an overtime rate not reimbursable by the State.

C. The City shall compensate such SCMPEA members with overtime using their regular rate of pay to the extent the State will reimburse the City at the same rate. If the State limits reimbursements overtime pay for deployment will be at the State reimbursable rate.

8. Longevity Pay.

A. Police and Fire Safety Longevity Pay.

1) Police Safety Longevity Pay

Effective the pay period beginning April 12, 2024, upon the completion of five (5) years of full-time sworn law enforcement service, represented employees shall be entitled to a three (3%) percent increase in compensation; employees who complete ten (10) years of full-time sworn law enforcement service shall be entitled to an additional three (3%) percent increase in compensation (for a total of six (6%) percent).

2) Fire Safety 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).

B. Miscellaneous 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 two (2%) percent increase in compensation; employees who complete ten (10) years of continuous full-time City service, shall be entitled to a two (2%) percent increase in compensation; employees who complete fifteen (15) years of continuous full-time service shall be entitled to an additional two (2%) percent increase in compensation (for a total of six (6%) percent).

9. 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 employee's Department Head. The City will provide the cost of training, certification,

recertification, bond, insurance and recording with the County Recorder of the Notary Commission for any employees required to obtain and maintain an official Notary Commission.

ARTICLE 8 HOURS OF WORK

1. Attendance.

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

2. Work Schedules.

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

A. A 40.0-hour workweek consisting of five consecutive 8.0 hour days in a seven-day period (hereinafter "5/40"), beginning at noon on Friday through noon on the following Friday. All other work schedules shall be considered Alternative Work Schedules.

B. An Alternative Work Schedule, such as four consecutive 10.0 hour days in a seven-day period beginning at noon on Friday through noon on the following Friday (hereinafter "4/10"), or nine workdays totaling 80 hours during a fourteen-day period beginning at noon on Friday through noon on the following Friday (hereinafter "9/80"), or any other configuration approved by the Department Head and City Manager. Assignment to an Alternative Work Schedule is subject to Department Head recommendation and City Manager approval and shall not be considered permanent. At such time as the Department Head and City Manager determine that the schedule does not meet departmental needs, the Employee shall be reassigned to another work schedule.

C. Non-Exempt 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.

3. Executive Leave.

Rules regarding Executive Leave are set forth in Section 8.5 of the Personnel Rules, Administrative Directive. In lieu of Overtime/CTO, 80 hours shall be deposited into the Executive Leave account of each eligible employee in the bargaining unit in the first full pay period of each fiscal year. Additionally, an eligible employee will receive one hour of Executive Leave for each hour of work assigned and approved by their Department Head, that is worked outside of the regular work day, not to exceed 40 additional hours per fiscal year (i.e. 120 Executive Leave accrued for hours for the

fiscal year). Examples of such assigned tasks outside of the regular workday are City Council meetings, City events, or emergency response.

4. Executive Leave Cash-Out.

Employees may cash-out Executive Leave only as authorized annually under Eligible Paid Leave Cash-Out (Article 10) or upon leaving City service. The cash-out option that apply to Executive Leave shall supersede the provisions of Section 8.5 of the Personnel Rules, Administrative Directive-7.

5. Conflict with FLSA.

The City and SCMPEA acknowledge that where this Article may conflict with the Fair Labor Standards Act, the Act shall take precedence.

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 per year for those working 40.0 hours per week or 9/80 two-week schedule.

B. Commencing with the Sixth Year. Employees shall earn and be credited with Vacation Leave at the rate of 120.0 hours per year for those working 40.0 hours per week or 9/80 two-week schedule.

C. Commencing with the Eleventh Year. Employees shall earn and be credited with Vacation Leave at the rate of 160.0 hours per year for those working 40.0 hours per week or 9/80 two-week schedule.

D. Commencing with the Sixteenth Year. Employees shall earn and be credited with Vacation Leave at the rate of 184.0 hours per year for those working 40.0 hours per week or 9/80 two-week schedule.

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 Cash-Out.

Employees may cash-out Vacation Leave only as authorized annually under Eligible Paid Leave Cash-Out (Article 10) or upon leaving City service.

4. Holiday During Vacation.

An Employee is not charged Vacation Leave for a Holiday occurring 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

Employees can cash-out a maximum of one hundred and twenty-six (126) hours of Eligible Paid Leave each December. With respect to this section, Eligible Paid Leave includes Executive Leave, Vacation Leave and/or Holiday Leave. The Finance Department will send out a request form, in November of the preceding calendar 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 December cashout. With the exception of the December cash-out, Employees may not cash out Eligible Paid Leave except upon leaving City Service. For calendar year 2025 only, elections will be made for cash out in January 2026 and December 2026.

ARTICLE 11 UNIFORMS AND UNIFORM ALLOWANCES

1. Uniform Allowances.

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

Job Class	Total
Deputy Fire Chief	$1300
Fire Marshal	$1300
Police Commander	$1300
Police Support Services Manager	$900

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

2. Other Uniforms.

During the term of this Agreement, the City shall continue to supply Public Works Supervisors with the required uniform components as determined by the Public Works Director/City Engineer in a written departmental policy.

ARTICLE 12 RETIREMENT BENEFITS

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 this criteria shall be considered PEPRA New Employees.

1. Classic Miscellaneous Employee Benefits.

A. Except as otherwise provided in this Article, the City agrees to provide the 2.0 percent at 55 PERS Retirement Plan, with One-Year Final Compensation, ,including the 1959 Survivor's Benefit Level 3, for Miscellaneous Employees.

B. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS.

C. Effective October 1, 2021, all Miscellaneous employees covered by this MOU received 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.

D. As soon as practicable after CalPERS approval, the City shall pay 100% of the Classic Miscellaneous employee contribution in exchange for Classic Miscellaneous employees paying 7% Cost-Share of the employer's contribution. The Employer Paid Member Contributions (EPMC) will be reported as "Special Compensation". If permitted under

Internal Revenue Code Section 414(h)(2), employee contributions required by and paid by the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.

2. Classic Safety Fire Employee Benefits.

A. Except as otherwise provided in this Article, the City agrees to provide the 2.0 percent at 55 PERS Retirement Plan, with One-Year Final Compensation, including the 1959 Survivor's Benefit Level 3, for Safety Fire Employees.

B. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS. Pre-PEPRA, the salaries for Employees covered under the Safety Fire PERS Plan were increased by 5.0 percent in lieu of the City's provision of 2.0 percent at 50 Safety Fire Retirement Plan.

C. Effective October 1, 2021, all Fire Safety employees covered by this MOU received an increase to their base hourly rate of 7.5 percent in exchange for the Classic Safety Fire Employees paying the full employee contribution along with PEPRA employees.

D. As soon as practicable after CalPERS approval, the City shall pay 100% of the Classic Fire Safety employee contribution in exchange for Classic Fire Safety employees paying 7% Cost-Share of the employer's contribution. The Employer Paid Member Contributions (EPMC) will be reported as "Special Compensation". If permitted under Internal Revenue Code Section 414(h)(2), employee contributions required by and paid by the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.

3. Classic Safety Police Employee Benefits.

The City agrees to participate in the PERS 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 IX. The following provisions apply to Employees receiving Safety Police benefits:

A. The City agrees to continue to provide Level 4, Survivor Benefits through Public Employees Retirement System, (hereinafter "PERS").

B. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS.

C. Effective October 1, 2025, all Safety Police employees covered by this MOU received an increase to their base hourly rate of 5.5 percent in exchange for the Classic Safety Police Employees paying the full employee contribution along with PEPRA employees.

D. As soon as practicable after CalPERS approval, the City shall pay 100% of the Classic Police Safety Employee contribution in exchange for Classic Police Safety employees paying 9%

Cost-Share of the employer's contribution. The Employer Paid Member Contributions (EPMC) will be reported as "Special Compensation". If permitted under Internal Revenue Code Section 414(h)(2), employee contributions required by and paid by the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.

4. PEPRA New Miscellaneous Employee Benefits.

The City agrees to provide 2.0% at 62 PERS Plan for 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.

5. PEPRA New Safety Fire Employee Benefits.

The City agrees to provide 2.0% at 57 PERS PEPRA Plan for New 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. Should any provision in this Agreement be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

6. PEPRA New Safety Police Employee Benefits.

The City agrees to provide 2.7% at 57 PERS 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.

7. Sick Leave Conversion.

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

ARTICLE 13 MEDICAL & DENTAL INSURANCE

1. Core Flex Plan.

The City will contribute a Core Flex Plan amount equivalent to the Kaiser Permanente Region 1 Premium for Employee, Employee plus one, and Employee plus Family toward the monthly premium cost. Should the health plan premium cost, selected by the employee, be less than the Kaiser Permanente Region 1 premium, the City shall pay no more that 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 $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. An Employee choosing the Flexible Benefit Options must establish eligibility by providing verification of enrollment in a group health plan and must reestablish eligibility annually for continued enrollment in the Flexible Benefit Options during each Open Enrollment Period established by the City.

3. Restrictions.

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

4. Medical Insurance Benefits after Death While on Duty.

Should a Sworn Police member of SCMPEA 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.

Sworn Police members of SCMPEA 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 from the City by a Sworn Police or Fire Safety member of SCMPEA, 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 7 of Article 12.

ARTICLE 14 LIFE INSURANCE, DEFERRED COMPENSATION PLAN AND RETIREMENT HEALTH SAVINGS ACCOUNT

1. Life Insurance.

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

2. Deferred Compensation Plan.

The City agrees to provide the a 457 Deferred Compensation Plan as an optional benefit to City Employees. The City will match the Employee's contribution up to four (4%) percent of the

employee's base salary or one hundred and eighteen dollars ($118.00) per pay period, whichever is greater. The City's match will be contributed to participating Employees on a pay-period basis.

3. Retirement Health Savings Account.

The City agrees to establish an RHS plan through Mission Square by July 1, 2026. Contributions will be made by members as allowed under IRS rules. The City agrees to meet and confer over the plan elections provided by Mission Square.

ARTICLE 15 SUPPLEMENTAL INSURANCE

The City contracts for voluntary supplemental insurance benefits administered by City payroll deductions. It shall be agreed that the City may choose different supplemental insurance providers from time to time as needed to provide such voluntary benefits in the best interest of the City.

ARTICLE 16 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 17 WORKERS' COMPENSATION COVERAGE

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

ARTICLE 18 STATE DISABILITY INSURANCE COVERAGE

1. State Disability Insurance.

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

2. Payment of SDI Premiums.

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

ARTICLE 19 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, on 4850 leave.

E. Off work due to an injury or illness covered under Workers' Compensation, receiving TTD and fully integrating leave accruals.

F. Off work due to an injury or illness covered under State Disability Insurance, and fully integrating leave accruals.

G. Off work while on an approved leave of absence covered under the Family and Medical Leave Act (FMLA).

H. Off work while on an approved leave of absence covered under the California Family Rights Act (CFRA).

I. 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, Executive Leave, 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.

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, 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, Holiday and Executive), 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 if permissible by the plan.

B. An Employee off work on Workers' Compensation, who has exhausted 4850 leave, and who has insufficient accrued paid leave balances to create the equivalent of at least a thirty (30) hour or greater workweek, while on Temporary Total Disability (TTD), shall be considered in a Non-Payroll Status. The Employee will no longer accrue paid leave (Vacation, Sick, Holiday, and Executive); 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 if permissible by the plan.

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 20 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, Executive Leave, 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, Executive Leave, 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: Applying for disability insurance benefits and not integrating accrued paid leave with the SDI benefits. If this option is elected, the Employee shall stipulate on their Request for Leave (RFL) that they do not wish to integrate leave accruals with SDI benefits.

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.

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, Executive

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 21 SICK LEAVE AND OTHER LEAVES OF ABSENCE

Rules regarding Sick Leave are set forth in Section 10.1 of the Personnel Rules. Employees off work on a leave of absence 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 22 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' Compensation benefits.

4. 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 23 MUNICIPAL HOLIDAYS

1. Recognized Holidays.

The following are recognized as Holidays:

The first day of January, New Year's Day.
The third Monday in January, Martin Luther King's Birthday.
The third Monday in February, President's Day.
The last Monday in May, Memorial Day.
The nineteenth day of June, Juneteenth.
The fourth day of July, Independence Day.
The first Monday in September, Labor Day.
The second Monday in October, Indigenous People's 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 the meet and confer process.

2. Observance.

When a Holiday falls on Sunday, it shall be observed on the following Monday. When a Holiday falls on Saturday, it shall be observed on the preceding Friday.

3. Holiday Time Off.

An Employee will accrue 8.0 hours of Holiday Time Off when assigned to a workweek of 40.0 hours, or 9.9 hours of Holiday Time Off when assigned to a workweek of 49.5 hours for each observed holiday. An Employee may use Vacation Leave, Executive Leave, or work additional time (on an hour-for-hour basis) during the work period to make up the difference between his/her scheduled time and his/her accrued Holiday Time Off.

4. Holiday Time Off Usage.

Holiday Time Off may be used as follows:

A. When the Fourth of July falls on a day when an Employee is scheduled to work and the Employee is directed to work that day for a period of time up to one-half the number of hours of Holiday Time Off afforded to that Employee, the Employee's Holiday Leave balance shall be credited with an amount equal to one-half the number of Holiday Time Off hours set forth in Section 3 of this Article.

B. When the Fourth of July falls on a day when an Employee is scheduled to work and the Employee is directed to work that day for a period of time equal to at least three-quarters of the number of hours of Holiday Time Off afforded to that Employee, the Employee's Holiday Leave balance shall be credited with an amount equal to the total number of Holiday Time Off hours set forth in Section 3 of this Article.

C. When a Holiday falls on a day when an Employee is not scheduled to work and the Employee does not work that day, the Employee shall have an amount equal to the number of Holiday Time Off hours credited to his/her Holiday Leave balance.

D. When a Holiday falls on a day when an Employee is scheduled to work and the Employee does not work, the Employee shall be compensated as if he/she had worked that day consistent with Section 3 of this Article.

5. Holiday Leave Balance.

Holiday Leave shall be accumulated separately from Vacation Leave. Holiday Leave may be used for paid leave purposes (essentially in the same manner as Vacation Leave). In order to encourage Employees to take advantage of their Holiday Leave, a maximum of 100 hours is allowed to accrue in that balance. Employees may not cash out Holiday Leave except upon leaving City service or in the case of an emergency with City Manager approval. If an Employee is at the limit, he/she must request to take Holiday Leave off. If a written request to do so is disapproved, the limit shall be increased by the City Manager. Failure to request time off would result in discontinuing the accrual of Holiday Leave until the balance is reduced by 20 hours.

6. Holiday Leave Cash-Out.

Employees may cash-out Holiday Leave only as authorized annually under Eligible Paid Leave Cash-Out (Article 10) or upon leaving City service.

ARTICLE 24 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 his/her 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 $1,500 per Employee per year. Courses require pre-approval, prior to the date of enrollment in the course, to ensure the expense is eligible under the MOU. 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.

3. Certification and Educational Incentive Pay.

A. In order to encourage employees to provide optimum service to the public, employees may receive 3% incentive for a relevant advanced education degree. An advanced degree required for the position is not eligible for the incentive pay.

B. Consistent with the POST certificate pay provided to all law enforcement employees, any employee who holds a POST Certification above the minimum required for their position shall receive 5% incentive pay. A certification required for the position is not eligible for the incentive pay.

C. Employees may receive a combined maximum incentive pay of 5%. To receive certification or education incentive pay, proof of completion must be submitted to the City Manager or designee.

ARTICLE 25 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 26 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 Administrative Services Director shall approve the format for performance evaluations, which may vary by department, Position, or Employee's responsibilities. Included in the performance

evaluation may be, 1) an assessment of what additional tools, such as upgraded software, may be needed; and 2) what training should be made available to the employee to assist in improving the level of performance. The Employee's Department Head or designee will provide a written evaluation of the Employee's performance in a variety of skill or performance areas.

4. Merit Increases.

In order to advance to a Pay Rate in the Pay 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 27 GRIEVANCE PROCEDURE

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

ARTICLE 28 DISCIPLINARY ACTION

Rules regarding the Disciplinary Action are set forth in Chapter 12 of the Personnel Rules.

ARTICLE 29 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 RFD.

ARTICLE 30 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 31 LAYOFF AND REEMPLOYMENT

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

ARTICLE 32 GENERAL PROVISIONS

1. Severability.

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

2. Full Understanding.

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

3. No Requirement to Meet and Confer.

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

4. Reopener.

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

A. Declaration of a Fiscal Emergency by the City Council which could result in Layoffs if the Parties do not meet and confer on alternatives.

B. If any other bargaining group has an employment contract with the City of Suisun City that contains applicable compensation provisions that are more advantageous for the Employees than this Agreement, the Parties may agree to meet and confer on the modification of this Agreement.

C. A positive or negative change occurs in the City's fiscal status that would affect the availability of funding for services provided in whole or in part by Employees represented by SCMPEA.

D. Update/Amend/Replace the City's Employer-Employee Relations Resolution; and

E. Update/Amend the City's Administrative Directive AD7 – Personnel Rules & Regulations.

F. Notwithstanding the provisions of California Government Code section 20516.5, the Parties agree that the above-indicated represent the only bases for reopening this Agreement during its term.

5. Savings Clause.

In the event that the implementation of any article, section or subsection of this Agreement shall be frustrated on account of the operation of law or by any tribunal of competent jurisdiction, or

if compliance with any article, section or subsection would be frustrated or restrained by such law or tribunal, representatives of the City and the Association shall, if possible, meet and confer for the purpose of endeavoring to agree on a replacement for such article, section or subsection.

6. No Strike/Lockout.

The SCMPEA 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, 2025 through and including June 30, 2027. Either Party may serve upon the other its written request to commence negotiations for such successor Agreement as early as February 1, 2027. Upon receipt of such written notice, negotiations shall commence no later than thirty (30) days thereafter. The Parties hereby declare that it is their mutual interest to negotiate a multi-year successor agreement consistent with City Council policy direction, with the intent to be completed no later than June 30, 2027.

8. Distribution of Agreement.

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

9. Effective Date.

The effective date of this Agreement shall be July 1, 2025.

[SIGNATURES ON NEXT PAGE]

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SUISUN CITY AND THE SUISUN CITY
MANAGEMENT AND PROFESSIONAL EMPLOYEES' ASSOCIATION
JULY 1, 2025 THROUGH JUNE 30, 2027

CITY OF SUISUN CITY REPRESENTATIVES:

Bret Prebula
City Manager

Christina Penland
Human Resources Administrator

Aaron Slater, Managing Consultant
Beauchaine Consulting Group, LLC

Approved as to form
Richards Watson Gershon

Patrick Enright, City Attorney

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SCMPEA MOU 2025-27

Final Audit Report 2025-11-06

Created:	2025-11-05
By:	Christina Penland (cpenland@suisun.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9HeiyBMAuVZhmBoUm3TO5E4ymUyx0XvO

"SCMPEA MOU 2025-27" History

Document created by Christina Penland (cpenland@suisun.com)
2025-11-05 - 9:54:51 PM GMT- IP address: 50.204.66.138

Document emailed to Mary La Plante (mary@cityemployees.net) for signature
2025-11-05 - 9:55:55 PM GMT

Email viewed by Mary La Plante (mary@cityemployees.net)
2025-11-06 - 4:50:14 PM GMT- IP address: 172.90.157.87

Document e-signed by Mary La Plante (mary@cityemployees.net)
Signature Date: 2025-11-06 - 4:50:40 PM GMT - Time Source: server- IP address: 172.90.157.87

Document emailed to Amber Kent (akent@suisun.com) for signature
2025-11-06 - 4:50:42 PM GMT

Email viewed by Amber Kent (akent@suisun.com)
2025-11-06 - 4:56:30 PM GMT- IP address: 104.47.65.254

Document e-signed by Amber Kent (akent@suisun.com)
Signature Date: 2025-11-06 - 4:56:51 PM GMT - Time Source: server- IP address: 174.249.147.35

Document emailed to Dan Healy (dhealy@suisun.com) for signature
2025-11-06 - 4:56:53 PM GMT

Email viewed by Dan Healy (dhealy@suisun.com)
2025-11-06 - 7:09:53 PM GMT- IP address: 172.225.89.1

Document e-signed by Dan Healy (dhealy@suisun.com)
Signature Date: 2025-11-06 - 7:10:16 PM GMT - Time Source: server- IP address: 172.225.89.145

Document emailed to Jose Colin (jcolin@suisun.com) for signature
2025-11-06 - 7:10:18 PM GMT

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Email viewed by Jose Colin (jcolin@suisun.com)

2025-11-06 - 10:12:22 PM GMT- IP address: 104.47.64.254

Document e-signed by Jose Colin (jcolin@suisun.com)

Signature Date: 2025-11-06 - 10:13:08 PM GMT - Time Source: server- IP address: 50.204.66.138

Agreement completed.

2025-11-06 - 10:13:08 PM GMT

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TENTATIVE AGREEMENT BETWEEN THE CITY OF SUISUN CITY AND THE SUISUN CITY MANAGEMENT AND PROFESSIONAL EMPLOYEES' ASSOCIATION FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING

The current Memorandum of Understanding ("MOU") between the City of Suisun City ("City") and the Suisun City Management and Professional Employees' Association ("Association"), covering the period July 1, 2023 through June 30, 2025, and all Amendments thereto, expired by its own terms on June 30, 2025 ("SCMPEA MOU 2023-25"). The parties commenced negotiations regarding a successor MOU pursuant to the Meyers-Milias-Brown Act ("MMBA") (Gov't Code Sections 3500 - 3511). The following Tentative Agreement for a successor Memorandum of Understanding between the City and the Association and its deal terms have been ratified by the Association, but remains subject to formal approval/adoption by the City Council per California Government Code Section 3505.1, which provides:

"If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding."

The deal points for the successor MOU for the Fiscal Years 24/2025-26/2027 covering the wages, hours and other terms and conditions of employment are set forth below. All terms and conditions of the prior SCMPEA MOU 2023-2025 shall be maintained unless expressly modified or changed herein until the successor MOU is jointly prepared by the parties, ratified by the Union and accepted, approved and adopted by City Council, which shall then supersede and replace this Tentative Agreement.

TENTATIVE AGREEMENT DEAL POINTS

Subject	Tentative Agreement
Term	2-year agreement: July 1, 2025 through June 30, 2027
Article 7 Compensation Section 1	1. Salaries. ~~A. Effective the first pay period following City Council adoption of the successor memorandum of understanding (MOU) or the first pay period following 7/1/2023, whichever is later, the base wage rates set forth in the Citywide Salary Schedule shall be adjusted as follows:~~ ~~B. The base wage increases provided effective 5/26/2023 to the employee's position within the range decreased the differential between steps to less than 5% as was identified by the alpha numerical salary ranges established for the following classifications: Deputy Fire Chief, Division Fire Chief, Police Support Services Manager, Principal Planner, and Public Works Superintendent. 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 advance one pay step to avoid a negative salary adjustment as a result of implementing this provision. This shall~~

Subject	Tentative Agreement

~~not affect the incumbent's anniversary dates or eligibility for future merit increases. Nothing herein requires the City to maintain the 5% differential between steps.~~

~~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 SCMPEA membership no later than 6/30/2023 and subsequently signed by its 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 revenues for Fiscal Year 2023/24 exceed actual revenues for Fiscal Year 2022/2023 by at least three (3%) percent.~~

~~E. 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 current incumbent Fire Marshall shall receive a lump sum retention bonus of one thousand dollars ($1,000.00). The aforementioned lump sum retention bonus will be provided the first pay period following 7/1/2023 should the parties reach a tentative agreement that is ratified by the SCMPEA membership no later than 6/30/2023 and subsequently signed by its representatives no later than 7/6/2023.~~

~~F. Effective the first full pay period of July 2024, the current incumbent Fire Marshall, if still on payroll as of the payment date, shall receive a lump sum retention bonus of one thousand dollars ($1,000.00).~~

~~Effective the first full pay period of January 2025, the current incumbent Fire Marshall, if still on payroll as of the payment date, shall receive a lump sum retention bonus of one thousand dollars ($1,000.00).~~

A. Effective the first pay period following Association ratification of the successor memorandum of understanding (MOU) or the first pay period following 9/26/2025, whichever is later, the base wage rates set forth in the Citywide Salary Schedule shall be adjusted to provide Benchmark classifications with a base wage rate less than 89% of the market median shall be increased to 90% of the market median. Classifications internally aligned to those benchmark classifications shall also be adjusted accordingly, as follows:

Job Class	Base Wage Adjustment
Building Inspection Services Manager	9.1%
Deputy City Clerk (C)	6.6%
Deputy Fire Chief	1.2%
Finance Manager	3.9%
Fire Marshal	3.9%
Housing Programs Manager	4.4%
IT Services Manager	8.0%
Marketing Manager	6.0%
Police Commander	2.2%

Subject	Tentative Agreement

Project Manager	6.0%
Public Works Superintendent	5.6%
Public Works Supervisor	5.5%
Recreation Manager	7.9%
Recreation Supervisor	4.9%
Senior Building Inspector	8.7%

B. Effective the first full pay period in January of 2026, the base wage rates set forth in the Citywide Salary Schedule shall be increased by a two and one-half percent (2.5%) Cost of Living Adjustment (COLA).

C. Effective the first full pay period in July of 2026, the base wage rates set forth in the Citywide Salary Schedule shall be increased by a two and one-half percent (2.5%) COLA.

~~G.~~D. If any other represented bargaining unit receives a COLA greater, in either percentage and/or timing, than the COLA provided to this unit during the term of this MOU, the City agrees to provide the same greater COLA, in percentage and/or timing, to this bargaining unit. This provision applies only to general across-the-board COLA increases negotiated with other represented bargaining units and does not apply to market-based equity adjustments, or classification-specific increases. Any adjustments made pursuant to this clause shall be prospective only, effective on the same date as the other represented bargaining unit's increase and shall not be retroactive.

Article 7 Compensation Section 3

3. Acting Pay.

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

A. Employees must qualify to receive Acting Pay when assigned in writing to act in a higher job class and to perform substantially the full range of duties and responsibilities of the higher job class for a minimum period of two weeks.

B. Employees who are assigned to act in a higher job class will receive Acting Pay in an amount of ~~at least five (5%) percent and no more than~~ ten (10%) percent of their current salary whenever they are assigned to act in the higher job class for a minimum of two consecutive weeks, retroactive to the first day of the assignment, while performing substantially the full range of duties and responsibilities of the higher job class.

C. In order to receive Acting Pay, there must exist a budgeted position, the assignment must be made in writing, employees must meet the minimum qualifications of the higher job class, and employees may not refuse to perform any duty or responsibility of the higher job class. Exceptions to meeting the minimum qualifications of the higher job class or a budgeted position may be made on a case-by-case basis, depending on operational need, with concurrence between the department head and Human Resources, subject to City Manager approval.

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

Subject	Tentative Agreement
Article 7 Compensation	New Language Article 7, Section 7 7. Mutual Aid Deployment – Fire Safety Employees. A. For all State of California Governor's Office of Emergency Services (CalOES) mutual aid deployments, the Fire Department shall compensate it's suppression personnel employees of SCMPEA portal-to-~~-~~portal while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response. Portal-to-portal begins at dispatch and ends upon return to Suisun City when personnel and equipment are in service and available for fire Department response. B. Approval for deployment is required by the Fire Chief as well as the City Manager and will generally not be approved if the City must backfill for deployments at an overtime rate not reimbursable by the State. C. The City shall compensate such SCMPEA members with overtime using their regular rate of pay to the extent the State will reimburse the City at the same rate. If the State limits reimbursements overtime pay for deployment will be at the State reimbursable rate.
Article 8, Executive Leave	Strike individual cash-out provisions from Executive Leave, Vacation Leave and Holiday Leave sections, to consolidate into one section titled Eligible Paid Leave Cash-Out and allow for total of 126 hours of annual leave cash out. 4. Executive Leave Cash-Out. Employees may cash-out Executive Leave only as authorized annually under Eligible Paid Leave Cash-Out (Article ~~10~~10) or upon leaving City service. The cash-out option~~s below~~ that apply to Executive Leave shall supersede the provisions of Section 8.5 of the Personnel Rules, Administrative Directive~~-~~7.~~:~~ ~~1) 1-10 years of service with Suisun City – 40 hours;~~ ~~2) After completing 10 years and higher – 50 hours;~~ ~~3) Any Executive Leave accumulated over 80 hours due to working hours outside of the Employee's normal workday as described above, may be cashed out once each fiscal year according to the cash out rules.~~ ~~A. 4. Executive Leave Cash-Out.~~ B. ~~Employees can cash-out Executive Leave in the amounts depicted in Section 3 above in January. The Finance Department will send out a request form, in November of the preceding calendar 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 Executive 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. With the exception of the January cash-out, Employees may not~~

Subject	Tentative Agreement
	~~cash-out Executive Leave except upon leaving City Service. No Executive 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.~~ ~~6. Enforcing Leave Caps.~~ ~~The parties agree that the previous contractually agreed upon leave caps shall be enforced as follows: for Miscellaneous and Fire Safety employees, Vacation and Holiday leave accruals shall be enforced effective October 1, 2023, and Executive leave accruals shall be enforced effective January 8, 2024. For Police Safety employees, all leave accruals shall be enforced effective July 1, 2024. In order to effectuate this intent, the parties agree that the City will buy down fifty (50%) percent of any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2023. The remaining fifty (50%) percent excess accrued leave as of the last full payroll period in June 2023 will be tracked in a separate excess leave accrual bank. The City will buy down the remaining excess leave accruals in January 2024 at the employees' June 2023 pay rate. The parties agree that Miscellaneous and Fire Safety employees will then have ninety (90) days, until October 1, 2023, to maintain and/or reduce their Vacation and Holiday leave accruals below the contractual leave caps, and until January 8, 2024, to maintain and/or reduce their Executive leave accruals below the contractual leave caps, at which time employees will no longer be allowed to exceed the leave caps. The parties agree that Police Safety employees will have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps. Those who are still over the cap on or after October 1, 2023, January 8, 2024, or July 1, 2024, respectively, shall cease accruals until their accrual balance falls below the leave cap and shall not be allowed to accrue leave over the cap from thereon. The parties understand that after buying down the excess accrued leave to the accrual leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the aforementioned ninety (90) day, six (6) month, and one (1) year grace periods to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the accrual cap is once again enforced.~~
Article 9 Vacation	*[Strike individual cash-out provisions from Executive Leave, Vacation Leave and Holiday Leave sections, to consolidate into one section titled Eligible Paid Leave Cash-Out and allow for total of 126 hours of annual leave cash out.]* 3. Vacation Cash-Out. ~~Employees may Cash-out 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 calendar year, that includes written verification of each employee's current Vacation Leave Balance. Employees may make an irrevocable request for the upcoming calendar year to cash-out Vacation 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. With the exception of the January cash-out, Employees may not cash-out Vacation Leave 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.~~ Employees may cash-out Vacation Leave only as authorized annually under Eligible Paid Leave Cash-Out (Article ~~10~~10) or upon leaving City service.

Subject	Tentative Agreement
	~~4. Enforcing Leave Caps.~~ ~~The parties agree that the previous contractually agreed upon leave caps shall be enforced as follows: for Miscellaneous and Fire Safety employees, Vacation and Holiday leave accruals shall be enforced effective October 1, 2023, and Executive leave accruals shall be enforced effective January 8, 2024. For Police Safety employees, all leave accruals shall be enforced effective July 1, 2024. In order to effectuate this intent, the parties agree that the City will buy down fifty (50%) percent of any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2023. The remaining fifty (50%) percent excess accrued leave as of the last full payroll period in June 2023 will be tracked in a separate excess leave accrual bank. The City will buy down the remaining excess leave accruals in January 2024 at the employees' June 2023 pay rate. The parties agree that Miscellaneous and Fire Safety employees will then have ninety (90) days, until October 1, 2023, to maintain and/or reduce their Vacation and Holiday leave accruals below the contractual leave caps, and until January 8, 2024, to maintain and/or reduce their Executive leave accruals below the contractual leave caps, at which time employees will no longer be allowed to exceed the leave caps. The parties agree that Police Safety employees will have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps. Those who are still over the cap on or after October 1, 2023, January 8, 2024, or July 1, 2024, respectively, shall cease accruals until their accrual balance falls below the leave cap and shall not be allowed to accrue leave over the cap from thereon. The parties understand that after buying down the excess accrued leave to the accrual leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the aforementioned ninety (90) day, six (6) month, and one (1) year grace periods to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the accrual cap is once again enforced.~~
Article 10 Eligible Paid Leave Cash-Out	*[Strike individual cash-out provisions from Executive Leave, Vacation Leave and Holiday Leave sections, to consolidate into one section titled Eligible Paid Leave Cash-Out and allow for total of 126 hours of annual leave cash out.]* New Language Article 10 ARTICLE 10 ELIGIBLE PAID LEAVE CASH-OUT Employees can cash-out a maximum of one hundred and twenty-six (126) hours of Eligible Paid Leave each December. With respect to this section, Eligible Paid Leave includes Executive Leave, Vacation Leave and/or Holiday Leave. The Finance Department will send out a request form, in November of the preceding calendar 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 December cashout. With the exception of the December cash-out, Employees may not cash out Eligible Paid Leave except upon leaving City Service. For calendar year 2025 only, elections will be made for cash out in January 2026 and December 2026.
Article 12 Retirement Benefits	ARTICLE ~~11~~12 RETIREMENT BENEFITS

Subject	Tentative Agreement
	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 this criteria shall be considered PEPRA New Employees. 1. Classic Miscellaneous Employee Benefits. A. Except as otherwise provided in this Article, the City agrees to provide the 2.0 percent at 55 PERS Retirement Plan, with One-Year Final Compensation, ,including the 1959 Survivor's Benefit Level 3, for Miscellaneous Employees. B. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS. C. Effective October 1, 2021, aAll Miscellaneous employees covered by this MOU ~~will~~ received 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~~. ~~A.~~D. As soon as practicable after CalPERS approval, the City shall pay 100% of the Classic Miscellaneous employee contribution in exchange for Classic Miscellaneous employees paying 7% Cost-Share of the employer's contribution. The Employer Paid Member Contributions (EPMC) will be reported as "Special Compensation". If permitted under Internal Revenue Code Section 414(h)(2), employee contributions required by and paid by the Employee shall be deducted from each Employee's gross pay on a pre-tax basis. 2. Classic Safety Fire Employee Benefits. A. Except as otherwise provided in this Article, the City agrees to provide the 2.0 percent at 55 PERS Retirement Plan, with One-Year Final Compensation, including the 1959 Survivor's Benefit Level 3, for Safety Fire Employees. B. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS. Pre-PEPRA, ~~T~~the salaries for Employees covered under the Safety Fire PERS Plan ~~have been~~ were increased by 5.0 percent in lieu of the City's provision of 2.0 percent at 50 Safety Fire Retirement Plan. C. Effective October 1, 2021, Aall Fire Safety employees covered by this MOU ~~will~~ received an increase to their base hourly rate of 7.5 percent in exchange for the Classic Safety Fire Employees paying the full employee contribution along with PEPRA employees ~~as soon as practicable after CalPERS approval of the EPMC change~~. D. As soon as practicable after CalPERS approval, the City shall pay 100% of the Classic Fire Safety employee contribution in exchange for Classic Fire Safety employees paying 7% Cost-Share of the employer's contribution. The Employer Paid Member Contributions (EPMC) will be reported as "Special Compensation". If permitted under Internal Revenue Code Section 414(h)(2), employee

Subject	Tentative Agreement
	contributions required by and paid by the Employee shall be deducted from each Employee's gross pay on a pre-tax basis. 3. Classic Safety Police Employee Benefits. The City agrees to participate in the PERS 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 IX. The following provisions apply to Employees receiving Safety Police benefits: A. The City agrees to continue to provide Level 4, Survivor Benefits through Public Employees Retirement System, (hereinafter "PERS"). B. The City shall pay the Employer's contribution. 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 Employee's contribution paid by the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.~~ ~~D~~C. Effective October 1, 2025, ~~A~~all Safety Police employees covered by this MOU ~~will~~ received an increase to their base hourly rate of 5.5 percent in exchange for the Classic Safety Police Employees paying the full employee contribution along with PEPRA employees ~~as soon as practcible after CalPERS approval of the EPMC change~~. D. As soon as practicable after CalPERS approval, the City shall pay 100% of the Classic Police Safety Employee contribution in exchange for Classic Police Safety employees paying 9% Cost-Share of the employer's contribution. The Employer Paid Member Contributions (EPMC) will be reported as "Special Compensation". If permitted under Internal Revenue Code Section 414(h)(2), employee contributions required by and paid by the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.
Article 13 Medical & Dental Insurance	6. Sick Leave Conversion to Fund Medical Premiums. Upon normal retirement from the City by a Sworn Police or Fire Safety member of SCMPEA, 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 S~~ubs~~ection ~~3.A.~~7 of Article ~~VIII~~12.
Article 14 RHS	ARTICLE ~~13~~14 ~~——~~LIFE INSURANCE ~~AND,~~ DEFERRED COMPENSATION PLAN AND RETIREMENT HEALTH SAVINGS ACCOUNT 1. 1. Life Insurance. The City agrees to provide a $200,000 term and accidental death and dismemberment insurance policy for each represented Employee. The face value of the policy will begin reducing at age 65, per the policy's schedule of benefits.

Subject	Tentative Agreement
	2. Deferred Compensation Plan. The City agrees to provide the a 457 Deferred Compensation Plan as an optional benefit to City Employees. The City will match the Employee's contribution up to four (4%) percent of the employee's base salary or one hundred and eighteen dollars ($118.00) per pay period, whichever is greater. The City's match will be contributed to participating Employees on a pay-period basis. 3. Retirement Health Savings Account. The City agrees to establish an RHS plan through Mission Square by July 1, 2026. Contributions will be made by members as allowed under IRS rules. The City agrees to meet and confer over the plan elections provided by Mission Square.
Article 15 Supplemental Insurance	*[Clean Up]* ARTICLE ~~14~~15 SUPPLEMENTAL INSURANCE The City ~~has contracted with Colonial~~contracts for voluntary supplemental insurance benefits ~~which will be~~ administered by City payroll deductions. It shall be agreed that the City may choose different supplemental insurance providers from time to time as needed to provide such voluntary benefits in the best interest of the City.
Article 19 Payroll Status	ARTICLE ~~18~~19 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, on 4850 leave. E. Off work due to an injury or illness covered under Workers' Compensation, receiving TTD and fully integrating leave accruals. ~~E.~~F. Off work due to an injury or illness covered under State Disability Insurance, and fully integrating leave accruals. ~~F.~~G. Off work while on an approved leave of absence covered under the Family and Medical Leave Act (FMLA). ~~G.~~H. Off work while on an approved leave of absence covered under the California Family Rights Act (CFRA).

Subject	Tentative Agreement
	~~H.~~I. 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, Executive Leave, 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. 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, 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, Holiday and Executive), 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 if permissible by the plan. B. An Employee off work on Workers' Compensation, who has exhausted 4850 leave, and who has insufficient accrued paid leave balances to create the equivalent of at least a thirty (30) hour or greater workweek, while on Temporary Total Disability (TTD), shall be considered in a Non-Payroll Status. The Employee will no longer accrue paid leave (Vacation, Sick, Holiday, and Executive); 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 if permissible by the plan. 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 20 Workers' Comp/SDI Medical Leave	Section 1, Subsection C Option 3: ~~Employees who apply for disability insurance, may provide the City with the supplemental benefits received by SDI, to be credited to a disability leave accrual account, which the City will then reissue to the 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.~~ Applying for disability insurance benefits and not integrating accrued paid leave with the SDI benefits. If this option 3 is elected, the Employee shall stipulate on their Request for Leave (RFL) that they do not wish to integrate leave accruals with SDI benefits.

Subject	Tentative Agreement
Article 21 Sick Leve and Other Leaves of Absence	ARTICLE ~~20~~21 SICK LEAVE AND OTHER LEAVE OF ABSENCE Rules regarding Sick Leave are set forth in Section 10.1 of the Personnel Rules. Employees off work on a ~~protected~~ leave ~~status~~ of absence 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 23 Municipal Holidays	1. Recognized Holidays. The following are recognized as Holidays: The first day of January, New Year's Day. The third Monday in January, Martin Luther King's Birthday. The third Monday in February, President's Day. The last Monday in May, Memorial Day. The nineteenth day of June, Juneteenth. The fourth day of July, Independence Day. The first Monday in September, Labor Day. The second Monday in October, Indigenous People's Day (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. *[Strike individual cash-out provisions from Executive Leave, Vacation Leave and Holiday Leave sections, to consolidate into one section titled Eligible Paid Leave Cash-Out and allow for total of 126 hours of annual leave cash out.]* 6. Holiday Leave Cash-Out. Employees may cash-out Holiday Leave only as authorized annually under Eligible Paid Leave Cash-Out (Article ~~10~~10) or upon leaving City service. ~~6. Enforcing Leave Caps.~~ ~~The parties agree that the previous contractually agreed upon leave caps shall be enforced as follows: for Miscellaneous and Fire Safety employees, Vacation and Holiday leave accruals shall be enforced effective October 1, 2023, and Executive leave accruals shall be enforced effective January 8, 2024. For Police Safety employees, all leave accruals shall be enforced effective July 1, 2024. In order to effectuate this intent, the parties agree that the City will buy down fifty (50%) percent of any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2023. The remaining fifty (50%) percent excess accrued leave as of the last full payroll period in June 2023 will be tracked in a separate excess leave accrual bank. The City will buy down the remaining excess leave accruals in January 2024 at the employees' June 2023 pay rate. The parties agree that Miscellaneous and Fire Safety employees will then have ninety (90) days, until October 1, 2023, to maintain and/or reduce their Vacation and Holiday leave accruals below the contractual leave caps, and until January 8, 2024, to maintain and/or reduce their Executive leave accruals below the~~

Subject	Tentative Agreement
	~~contractual leave caps, at which time employees will no longer be allowed to exceed the leave caps. The parties agree that Police Safety employees will have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps. Those who are still over the cap on or after October 1, 2023, January 8, 2024, or July 1, 2024, respectively, shall cease accruals until their accrual balance falls below the leave cap and shall not be allowed to accrue leave over the cap from thereon. The parties understand that after buying down the excess accrued leave to the accrual leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the aforementioned ninety (90) day, six (6) month, and one (1) year grace periods to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the accrual cap is once again enforced.~~
Article 23 Reimbursement for Education or Training	2. Reimbursement. Employees are eligible for educational reimbursement for approved classes, including tuition and books, which shall not exceed $1,500 per Employee per year. Courses require pre-approval, prior to the date of enrollment in the course, to ensure the expense is eligible under the MOU. 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. 3. Certification and Educational Incentive Pay. A. In order to encourage employees to provide optimum service to the public, employees may receive ~~up to 5~~3% incentive for a ~~certification or~~ relevant advanced education degree~~, added to their base rate~~. A~~n certification or~~ advanced degree required for the position is not eligible for the incentive pay. B. Consistent with the POST certificate pay provided to all law enforcement employees, any employee who holds a POST Certification above the minimum required for their position shall receive 5% incentive pay. A certification required for the position is not eligible for the incentive pay. C. Employees may receive a combined maximum incentive pay of 5%. To receive certification or education incentive pay, proof of completion must be submitted to the City Manager or designee. ~~The following list is eligible for incentive pay at the assigned incentive rate:~~ ~~Advanced degree beyond current requirement for job (AA, Bach. degree, Masters) = 3%~~ ~~POST Advanced Certificate = 5%~~
General Changes	Article and section numbers of the MOU were updated as appropriate, and other clean up occurred to correct typos or eliminate outdated language.

Incorporate the Following MOU Amendments

Article No.	Subject	MOU Amendment(s)
7	Longevity Pay	~~7~~8. Longevity Pay. A. Police and Fire Safety Longevity Pay. 1) Police Safety Longevity Pay Effective the pay period beginning April 12, 2024, upon the completion of five (5) years of full-time sworn law enforcement service, represented employees shall be entitled to a three (3%) percent increase in compensation; employees who complete ten (10) years of full-time sworn law enforcement service shall be entitled to an additional three (3%) percent increase in compensation (for a total of six (6%) percent). 2) Fire Safety 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). B. Miscellaneous Employee Longevity Pay. ~~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).~~ Effective the first pay period in July 2024, upon the completion of five (5) years of continuous full-time City service, represented employees shall be entitled to a two (2%) percent increase in compensation; employees who complete ten (10) years of continuous full-time City service, shall be entitled to a two (2%) percent increase in compensation; employees who complete fifteen (15) years of continuous full-time service shall be entitled to an additional two (2%) percent increase in compensation (for a total of six (6%) percent).

This Tentative Agreement shall be effective only upon adoption by the City Council of the City of Suisun City. Subject to the foregoing, this Tentative Agreement is hereby executed by the authorized representatives of the City and the Association.

SIGNATURES NEXT PAGE

CITY OF SUISUN CITY REPRESENTATIVES:

Bret Prebula (Nov 6, 2025 16:13:54 PST)

Bret Prebula
City Manager

Christina Penland (Nov 6, 2025 15:49:41 PST)

Christina Penland
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Aaron Slater, Managing Consultant
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SCMPEA REPRESENTATIVES:

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Mary La Plante (Nov 6, 2025 08:50:02 PST)

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Amber Kent, SCMPEA President

Daniel Healy

Dan Healy, SCMPEA Vice President

Jose Colin, SCMPEA Secretary

Approved as to form
Richards Watson Gershon

Patrick Enright
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Patrick Enright, City Attorney

SCMPEA TA 2025-27 _10.9.2025

Final Audit Report 2025-11-07

Created:	2025-11-05
By:	Christina Penland (cpenland@suisun.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGdKVHH6o-XNj4WzrTsgwfCrXnfFx57EL

"SCMPEA TA 2025-27 _10.9.2025" History

Document created by Christina Penland (cpenland@suisun.com)
2025-11-05 - 9:51:56 PM GMT- IP address: 50.204.66.138

Document emailed to Mary La Plante (mary@cityemployees.net) for signature
2025-11-05 - 9:53:12 PM GMT

Email viewed by Mary La Plante (mary@cityemployees.net)
2025-11-06 - 4:49:32 PM GMT- IP address: 172.90.157.87

Document e-signed by Mary La Plante (mary@cityemployees.net)
Signature Date: 2025-11-06 - 4:50:02 PM GMT - Time Source: server- IP address: 172.90.157.87

Document emailed to Amber Kent (akent@suisun.com) for signature
2025-11-06 - 4:50:05 PM GMT

Email viewed by Amber Kent (akent@suisun.com)
2025-11-06 - 4:55:47 PM GMT- IP address: 104.47.65.254

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Document emailed to Dan Healy (dhealy@suisun.com) for signature
2025-11-06 - 4:56:21 PM GMT

Email viewed by Dan Healy (dhealy@suisun.com)
2025-11-06 - 7:09:51 PM GMT- IP address: 172.225.89.1

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Document emailed to Jose Colin (jcolin@suisun.com) for signature
2025-11-06 - 11:13:17 PM GMT

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2025-11-06 - 11:13:48 PM GMT- IP address: 104.47.64.254

Document e-signed by Jose Colin (jcolin@suisun.com)
Signature Date: 2025-11-06 - 11:14:36 PM GMT - Time Source: server- IP address: 50.204.66.138

Document emailed to Christina Penland (cpenland@suisun.com) for signature
2025-11-06 - 11:14:38 PM GMT

Email viewed by Christina Penland (cpenland@suisun.com)
2025-11-06 - 11:49:28 PM GMT- IP address: 104.47.65.254

Document e-signed by Christina Penland (cpenland@suisun.com)
Signature Date: 2025-11-06 - 11:49:41 PM GMT - Time Source: server- IP address: 50.204.66.138

Document emailed to Aaron Slater (aslater@beauchaineconsulting.com) for signature
2025-11-06 - 11:49:42 PM GMT

Email viewed by Aaron Slater (aslater@beauchaineconsulting.com)
2025-11-07 - 0:10:14 AM GMT- IP address: 74.125.210.34

Document e-signed by Aaron Slater (aslater@beauchaineconsulting.com)
Signature Date: 2025-11-07 - 0:11:05 AM GMT - Time Source: server- IP address: 129.222.52.192

Document emailed to Bret Prebula (bprebula@suisun.com) for signature
2025-11-07 - 0:11:08 AM GMT

Email viewed by Bret Prebula (bprebula@suisun.com)
2025-11-07 - 0:13:41 AM GMT- IP address: 104.47.64.254

Document e-signed by Bret Prebula (bprebula@suisun.com)
Signature Date: 2025-11-07 - 0:13:54 AM GMT - Time Source: server- IP address: 50.204.66.138

Document emailed to penright@rwglaw.com for signature
2025-11-07 - 0:13:56 AM GMT

Email viewed by penright@rwglaw.com
2025-11-07 - 1:16:27 AM GMT- IP address: 207.45.5.94

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2025-11-07 - 1:18:18 AM GMT- IP address: 208.87.235.180

Document e-signed by Patrick Enright (penright@rwglaw.com)
Signature Date: 2025-11-07 - 1:18:20 AM GMT - Time Source: server- IP address: 208.87.235.180

Agreement completed.
2025-11-07 - 1:18:20 AM GMT

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SUISUN CITY
AND
THE SUISUN CITY MANAGEMENT & PROFESSIONAL EMPLOYEES' ASSOCIATION

July 1, 2025
Through
June 30, 2027

Tentative Agreement Approved by City Council on November 18, 2025
MOU Approved by City Council on November 18, 2025

Table of Contents

INTRODUCTION 1

ARTICLE 1 RECOGNITION 1

1. Job Classes Represented. 1
2. Secretary to City Manager/Deputy City Clerk. 2
3. Future Additional Job Class Determination. 2
4. Temporary/Limited-Service Positions. 2
5. Job Requirements. 3

ARTICLE 2 CITY RIGHTS 3

ARTICLE 3 EMPLOYEE RIGHTS 4

ARTICLE 4 PERSONNEL RULES AND REGULATIONS 4

ARTICLE 5 NO DISCRIMINATION 4

ARTICLE 6 ASSOCIATION ACCESS 5

1. SCMPEA Business. 5
2. Work Locations. 5
3. Shop Stewards. 5
4. Release Time. 5
5. Labor/Management Committee. 6
6. Employee Orientation & Contact Information. 6
7. Dues Deduction. 7

ARTICLE 7 COMPENSATION 7

1. Salaries. 7
2. Salary Schedule. 9~~8~~
3. Acting Pay. 10~~8~~
4. Special Circumstances – Police Support Services Manager. 10~~9~~
5. Special Circumstances – Police Commander. 11~~10~~
6. Fire Duty Chief Standby Pay. 11~~10~~
7. Mutual Aid Deployment – Fire Safety Employees. 12~~10~~
8. Longevity Pay. 12~~11~~
   - A. Police and Fire Safety Longevity Pay. 12~~11~~
   - B. Miscellaneous Employee Longevity Pay. 12~~11~~
9. Notary Pay. 13~~11~~

ARTICLE 8 HOURS OF WORK ..... 13~~11~~

1. Attendance. 13~~11~~
2. Work Schedules. 13~~12~~
3. Executive Leave. 14~~12~~
4. Executive Leave Cash-Out. 14~~12~~
5. Conflict with FLSA. 14~~13~~

ARTICLE 9 VACATION LEAVE ..... 15~~13~~

1. Vacation Accrual. 15~~13~~
2. Maximum Accumulation. 16~~13~~

3. Vacation Cash-Out. 16~~14~~
4. Holiday During Vacation. 17~~14~~
5. Illness During Vacation. 17~~14~~
6. Separation from Service. 17~~14~~
7. Upon Death. 17~~14~~

ARTICLE 10 ELIGIBLE PAID LEAVE CASH-OUT ..... **17~~14~~**

ARTICLE 11 UNIFORMS AND UNIFORM ALLOWANCES ..... **18~~14~~**
1. Uniform Allowances. 18~~14~~
2. Other Uniforms. 18~~15~~

ARTICLE 12 RETIREMENT BENEFITS ..... **18~~15~~**
1. Classic Miscellaneous Employee Benefits. 18~~15~~
2. Classic Safety Fire Employee Benefits. 19~~15~~
3. Classic Safety Police Employee Benefits. 19~~16~~
4. PEPRA New Miscellaneous Employee Benefits. 20~~16~~
5. PEPRA New Safety Fire Employee Benefits. 20~~17~~
6. PEPRA New Safety Police Employee Benefits. 20~~17~~
7. Sick Leave Conversion. 20~~17~~

ARTICLE 13 MEDICAL & DENTAL INSURANCE ..... **20~~17~~**
1. Core Flex Plan. 21~~17~~
2. Flexible Benefit Options. 21~~17~~
3. Restrictions. 21~~17~~
4. Medical Insurance Benefits after Death While on Duty. 21~~18~~
5. Medical Conversion Plan. 21~~18~~
6. Sick Leave Conversion to Fund Medical Premiums. 21~~18~~

ARTICLE 14 LIFE INSURANCE, DEFERRED COMPENSATION PLAN AND RETIREMENT HEALTH SAVINGS ACCOUNT ..... **22~~18~~**
1. Life Insurance. 22~~18~~
2. Deferred Compensation Plan. 22~~18~~
3. Retirement Health Savings Account. 22~~18~~

ARTICLE 15 SUPPLEMENTAL INSURANCE ..... **22~~19~~**

ARTICLE 16 MILEAGE REIMBURSEMENT ..... **22~~19~~**

ARTICLE 17 WORKERS' COMPENSATION COVERAGE ..... **22~~19~~**

ARTICLE 18 STATE DISABILITY INSURANCE COVERAGE ..... **23~~19~~**
1. State Disability Insurance. 23~~19~~
2. Payment of SDI Premiums. 23~~19~~

ARTICLE 19 PAYROLL STATUS ..... **23~~19~~**
1. Payroll Status. 23~~19~~
2. Continuation of City-Paid Insurance Premiums. 23~~20~~
3. Non-Payroll Status. 24~~20~~

ARTICLE 20 WORKERS' COMP/SDI MEDICAL LEAVE ..... **24~~21~~**
1. Employee Options Regarding SDI Medical Leave. 24~~21~~

2. Medical Leave While on Workers' Comp/SDI. 25~~21~~
3. How a Supplement is Treated. 25~~21~~
4. Paid Leave Accrual. 25~~21~~
5. Leave of Absence While on SDI. 25~~22~~

ARTICLE 21 SICK LEAVE AND OTHER LEAVE OF ABSENCE ..... 25~~22~~

ARTICLE 22 LEAVE OF ABSENCE DUE TO INJURY INCURRED WHILE ON DUTY ..... 26~~22~~

ARTICLE 23 MUNICIPAL HOLIDAYS ..... 26~~22~~
1. Recognized Holidays. 26~~22~~
2. Observance. 26~~23~~
3. Holiday Time Off. 27~~23~~
4. Holiday Time Off Usage. 27~~23~~
5. Holiday Leave Balance. 27~~24~~
6. Holiday Leave Cash-Out. 27~~24~~

ARTICLE 24 REIMBURSEMENT FOR EDUCATION OR TRAINING ..... 28~~24~~
1. Approval. 28~~24~~
2. Reimbursement. 28~~24~~
3. Certification and Educational Incentive Pay. 29~~24~~

ARTICLE 25 PROBATIONARY PERIOD ..... 29~~25~~

ARTICLE 26 PERFORMANCE EVALUATIONS ..... 29~~25~~
1. Annual Performance Evaluation. 29~~25~~
2. Purpose. 30~~25~~
3. Procedure. 30~~25~~
4. Merit Increases. 30~~25~~

ARTICLE 27 GRIEVANCE PROCEDURE ..... 30~~26~~

ARTICLE 28 DISCIPLINARY ACTION ..... 30~~26~~

ARTICLE 29 CONTRACTING OUT ..... 30~~26~~

ARTICLE 30 EMPLOYEE ASSISTANCE PROGRAM ..... 30~~26~~

ARTICLE 31 LAYOFF AND REEMPLOYMENT ..... 31~~26~~

ARTICLE 32 GENERAL PROVISIONS ..... 31~~26~~
1. Severability. 31~~26~~
2. Full Understanding. 31~~26~~
3. No Requirement to Meet and Confer. 31~~26~~
4. Reopener. 31~~27~~
5. Savings Clause. 32~~27~~
6. No Strike/Lockout. 32~~27~~
7. Successor Agreement. 32~~27~~
8. Distribution of Agreement. 32~~28~~
9. Effective Date. 32~~28~~

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SUISUN CITY
AND
THE SUISUN CITY MANAGEMENT & PROFESSIONAL EMPLOYEES' ASSOCIATION

INTRODUCTION

This Memorandum of Understanding is made and entered into between the CITY OF SUISUN CITY, (hereinafter "City"), and SUISUN CITY MANAGEMENT & PROFESSIONAL EMPLOYEES' ASSOCIATION, (hereinafter "SCMPEA"), a formally Recognized Employee Organization pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500 *et seq.*).

The Parties agree that this Memorandum of Understanding (hereinafter "Agreement") shall be submitted to the City Council of the City of Suisun City with the joint recommendation of the designated representatives of the Parties that the City Council approve the Agreement and take any additional action as may be necessary to implement its provisions.

The City agrees to give reasonable written notice to SCMPEA of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation and shall give SCMPEA the opportunity to meet and confer with respect thereto.

The Parties have met and conferred in good faith through their designated representatives concerning those matters set forth in Government Code Section 3504 and have reached agreement thereon as set forth below. The City agrees that there shall be no other negotiations for represented workers beyond this Agreement.

The Parties agree as follows:

ARTICLE 1 RECOGNITION

1. Job Classes Represented.

The City recognizes SCMPEA as the exclusive representative for the Professional/Technical Employees bargaining unit consisting of the following Regular, Professional/Technical, Management Classes which should properly be assigned to this bargaining unit by the City, such exclusive representation being subject to and qualified by Employee rights under applicable local, state, and federal law to be represented by the Recognized Employee Organization of their choice:

Represented Job Classes
- Accountant
- Assistant Engineer
- Assistant Planner

Associate Engineer
Associate Planner
Building Inspection Services Manager
~~City Engineer~~
Deputy City Clerk (C)
Deputy Fire Chief
~~Dispatch/Records Supervisor~~
~~Division Fire Chief~~
Finance Manager
Fire Marshal
Housing Programs Manager
IT Services Manager
Management Analyst I
Management Analyst II
Marketing Manager
Police Commander
Police Support Services Manager
Principal Planner
Project Manager
Public Works Superintendent
Public Works Supervisor
Recreation Manager
Recreation Supervisor
Senior Accountant
Senior Associate Engineer
Senior Building Inspector
Senior Management Analyst
Senior Planner

2. Secretary to City Manager/Deputy City Clerk.

The Classification of Secretary to City Manager/Deputy City Clerk is Confidential, and as such is excluded from participating in collective bargaining or from revealing confidential information regarding collective bargaining; however, is otherwise represented by SCMPEA.

3. Future Additional Job Class Determination.

In addition, future additional job classes (excluding Unrepresented "at-will" Positions) determined under applicable City Resolutions to be of a Regular, Management, Professional/Technical nature shall be represented by SCMPEA.

4. Temporary/Limited-Service Positions.

It is agreed that Temporary Employees, Part-Time Employees, Emergency Employees, Volunteer Employees, and contractors are not governed by this Agreement and are not represented by

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

5. Job Requirements.

The parties agree that positions requiring a license or certification must maintain a valid license or certification as required for their position, as a condition of employment. The parties agree to address SB2 and decertification of POST, likely to be incorporated as a policy in the Police Manual.

ARTICLE 2 CITY RIGHTS

1. Except as limited by the specific and express terms of this Agreement, the City hereby retains and reserves unto itself all rights, powers, authority, duty and responsibilities confirmed on and vested in it by the laws and the Constitution of the State of California, the Suisun City Code, and/or the laws and Constitution of the United States of America.

2. Regardless of any provision contained in this Agreement or which may be inferred from this Agreement, the City shall retain and shall have the right to exercise the following exclusive rights which include, but are not limited to, the following:

A. The right to hire and fire.

B. The right to determine the mission of its constituent departments, divisions, commissions, and boards.

C. The right to set standards of service and municipal fees and charges.

D. The right to determine the procedures and standards of selection for employment, assignment, transfer, and promotion of applicants and Employees, provided in the case of Employees that the exercise of such right shall not infringe on any rights that Employees have under this Agreement.

E. The right to direct its Employees.

F. The right to discharge or suspend Employees for just cause and take other disciplinary actions against its Employees as set forth herein.

G. The right to relieve its Employees from duty because of lack of work or other legitimate reasons.

H. The right to maintain the efficiency of governmental operations.

I. The right to determine the methods, means, and staffing to conduct governmental operations.

J. The right to determine and re-determine job content and job classifications.

K. The right to contract out any work which is now being performed by Employees of the City or which shall be performed in the future by Employees of the City, provided this only occurs in those situations where the tasks cannot be accomplished by current SCMPEA members as efficiently, economically, and expediently as can be achieved by such contracting out, provided that the City shall make every reasonable effort to place Employees displaced by such contracting out in other City service requiring similar skills as the work performed by the Employee when displaced by the contracting out and which requires minimal training to afford the Employee opportunity to adequately perform the new position.

L. The right to take all necessary actions to carry out the mission of the City, its constituent departments, divisions, or commissions and boards in cases of emergencies.

M. The right to exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE 3 EMPLOYEE RIGHTS

Subject to the provisions of Resolution No. 74-33, Employees of the City shall have the right to form, join, and participate in the activities of a Recognized Employee Organization of their own choosing for the purpose of representation on matters of employer-employee relations, including but not limited to, wages, hours, and other terms and conditions of employment. Employees of the City also shall have the right to refuse to join or participate in the activities of Recognized Employee Organizations.

ARTICLE 4 PERSONNEL RULES AND REGULATIONS

Administrative Directive – AD 7, the City's Personnel Rules and Regulations (hereinafter "Personnel Rules"), was approved by City Council Resolution No. 2011-52 on June 7, 2011. 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 SCMPEA. Prior to amending Resolution No. 2011-52 regarding wages, hours, or other terms and conditions of employment, the Parties shall first meet and confer on the modifications as provided in the Meyers-Milias-Brown Act (Government Code Section 3500 *et seq.*). Unless otherwise provided in this Agreement, the definitions of terms used in this Agreement shall be the definitions provided in Chapter 2 of the Personnel Rules.

ARTICLE 5 NO DISCRIMINATION

It is agreed that neither SCMPEA, nor the City shall discriminate against any Employee because of race, national origin, gender, SCMPEA membership, protected concerted SCMPEA activity, or refusal to join SCMPEA.

For an employer, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, to refuse to hire or employ the person or to refuse to select the person for a training program leading to employment, or to bar or to discharge the person from employment or from a training program leading to employment, or to discriminate against the person in compensation or in terms, conditions, or privileges of employment.

For a labor organization, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, to exclude, expel, or restrict from its membership the person, or to provide only second-class or segregated membership or to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of the person in the level of representation provided to that individual, the ability to run for an office in the association or to discriminate in any way against any of its members.

ARTICLE 6 ASSOCIATION ACCESS

1. SCMPEA Business.

All SCMPEA business will be conducted by Employees and SCMPEA representatives outside of established working hours. Nothing herein shall be construed to prevent a SCMPEA representative or an Employee from contacting the City Manager or other management representatives regarding personnel-related matters during working hours.

2. Work Locations.

The authorized SCMPEA Representative, if any, shall be given access to work locations during working hours, provided that prior to visiting any work location the SCMPEA representative notifies the City.

3. Shop Stewards.

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

4. Release Time.

The City may grant a total of 16 hours of paid time for the president and two stewards to attend training scheduled during the Employee's normal working hours. Those hours may be split among the three SCMPEA officials at SCMPEA's discretion. The SCMPEA will be responsible for overseeing the time used and calculating the time remaining. The SCMPEA must notify the Department Head and Human Resources with each approved time off request. The SCMPEA president shall submit written requests for release time to the Employee's immediate supervisor. The supervisor's decision to approve will be based on the operational needs of the City. The Employee and SCMPEA president will certify the Employee's attendance. Unused training hours may accrue to a maximum of 32 hours.

5. Labor/Management Committee.

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

6. Employee Orientation & Contact Information.

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

A. The City will provide SCMPEA notice of a pending New Employee Orientation within one (1) business day of the execution of an employment offer letter.

B. One (1) SCMPEA 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. SCMPEA 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, SCMPEA will provide to Human Resources the name and the contact information of its participating representative. The City and SCMPEA will mutually agree to a suitable time during the New Employee Orientation for SCMPEA'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 SCMPEA with Employee contact information, including name, job title, department, work location, work, home and

personal cellular telephone numbers, personal email addresses on file with the City, and home address, in electronic format as required by State law for all represented Employees.

D. The City also agrees to provide SCMPEA with a list of the foregoing information for all bargaining unit employees at least once every 120 days at SCMPEA's written request.

E. Notwithstanding the foregoing, in accordance with Government Code Section 6254.3(a)(3), the City will not provide SCMPEA with the home address or any phone number on file with the City of any employee performing law enforcement-related functions. For purposes of this Agreement, "law enforcement-related functions" includes any City police department employee and any City code enforcement officer. In accordance with Government Code Section 6254.3(c), the City will not provide SCMPEA with any home address, home telephone number, personal cellular telephone number, or personal email address of any employee who has made a written request to the City regarding non-disclosure of said information (except, with respect to personal email addresses, as may be necessary to comply with the California Public Records Act).

7. Dues Deduction.

SCMPEA may request that the City deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by SCMPEA, from the wages and salaries of SCMPEA members. SCMPEA hereby certifies that SCMPEA has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. Accordingly, SCMPEA membership dues shall be deducted over 24 pay periods in accordance with the City procedures and provisions of applicable law from the salary of each employee whose name is provided by SCMPEA. Such deduction shall be made only when the SCMPEA member's earnings for the subject pay period are sufficient after other legally required deductions are made.

A. Remittance of the aggregate amount of all such monies shall be made by the City to SCMPEA at the conclusion of each payroll period in which said dues were deducted. Any changes in SCMPEA dues must be given to the City a minimum of thirty (30) days prior to change to accommodate changes to payroll.

B. SCMPEA shall have a duty to defend and shall indemnify and hold harmless the City against any liability arising from a claim, demand, or other action relating to any SCMPEA requested deduction, or any provision or obligation set forth in this Article. The City reserves the right to select its own counsel for its defense hereunder at the SCMPEA's expense.

ARTICLE 7 COMPENSATION

1. Salaries.

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

~~A.~~

A. Effective the first pay period following Association ratification of the successor memorandum of understanding (MOU) or the first pay period following 9/26/2025, whichever is later, the base wage rates set forth in the Citywide Salary Schedule shall be adjusted to provide Benchmark classifications with a base wage rate less than 89% of the market median shall be increased to 90% of the market median. Classifications internally aligned to those benchmark classifications shall also be adjusted accordingly, as follows:

B.

Job Class	Base Wage Adjustment
Building Inspection Services Manager	9.1%
Deputy City Clerk (C)	6.6%
Deputy Fire Chief	1.2%
Finance Manager	3.9%
Fire Marshal	3.9%
Housing Programs Manager	4.4%
IT Services Manager	8.0%
Marketing Manager	6.0%
Police Commander	2.2%
Project Manager	6.0%
Public Works Superintendent	5.6%
Public Works Supervisor	5.5%
Recreation Manager	7.9%
Recreation Supervisor	4.9%
Senior Building Inspector	8.7%

~~B. The base wage increases provided effective 5/26/2023 to the employee's position within the range decreased the differential between steps to less than 5% as was identified by the alpha numerical salary ranges established for the following classifications: Deputy Fire Chief, Division Fire Chief, Police Support Services Manager, Principal Planner, and Public Works Superintendent. 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 advance one pay step to avoid a negative salary adjustment as a result of implementing this provision. This shall not affect the incumbent's anniversary dates or eligibility for future merit increases. Nothing herein requires the City to maintain the 5% differential between steps.~~

~~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 SCMPEA membership no later than 6/30/2023 and subsequently signed by its 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 revenues for Fiscal Year 2023/24 exceed actual revenues for Fiscal Year 2022/2023 by at least three (3%) percent.~~

~~E. 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 current incumbent Fire Marshall shall receive a lump sum retention bonus of one thousand dollars ($1,000.00). The aforementioned lump sum retention bonus will be provided the first pay period following 7/1/2023 should the parties reach a tentative agreement that is ratified by the SCMPEA membership no later than 6/30/2023 and subsequently signed by its representatives no later than 7/6/2023.~~

~~F. Effective the first full pay period of July 2024, the current incumbent Fire Marshall, if still on payroll as of the payment date, shall receive a lump sum retention bonus of one thousand dollars ($1,000.00).~~

B. ~~Effective the first full pay period of January 2025, the current incumbent Fire Marshall, if still on payroll as of the payment date, shall receive a lump sum retention bonus of one thousand dollars ($1,000.00).~~Effective the first full pay period in January of 2026, the base wage rates set forth in the Citywide Salary Schedule shall be increased by a two and one-half percent (2.5%) Cost of Living Adjustment (COLA).

C. Effective the first full pay period in July of 2026, the base wage rates set forth in the Citywide Salary Schedule shall be increased by a two and one-half percent (2.5%) COLA.

~~G.~~D. If any other represented bargaining unit receives a COLA greater, in either percentage and/or timing, than the COLA provided to this unit during the term of this MOU, the City agrees to provide the same greater COLA, in percentage and/or timing, to this bargaining unit. This provision applies only to general across-the-board COLA increases negotiated with other represented bargaining units and does not apply to market-based equity adjustments, or classification-specific increases. Any adjustments made pursuant to this clause shall be prospective only, effective on the same date as the other represented bargaining unit's increase and shall not be retroactive.

2. Salary Schedule.

The Salary Schedule for SCMPEA Employees ~~will be~~was converted to a 5-step pay scale as of the effective date of the SCMPEA MOU 2021-23.

3. Acting Pay.

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

A. Employees must qualify to receive Acting Pay when assigned in writing to act in a higher job class and to perform substantially the full range of duties and responsibilities of the higher job class for a minimum period of two weeks.

B. Employees who are assigned to act in a higher job class will receive Acting Pay in an amount of ~~at least five (5%) percent and no more than~~ ten (10%) percent of their current salary whenever they are assigned to act in the higher job class for a minimum of two consecutive weeks, retroactive to the first day of the assignment, while performing substantially the full range of duties and responsibilities of the higher job class.

C. In order to receive Acting Pay, there must exist a budgeted position, the assignment must be made in writing, employees must meet the minimum qualifications of the higher job class, and employees may not refuse to perform any duty or responsibility of the higher job class. Exceptions to meeting the minimum qualifications of the higher job class or a budgeted position may be made on a case-by-case basis, depending on operational need, with concurrence between the department head and Human Resources, subject to City Manager approval.

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

4. Special Circumstances – Police Support Services Manager.

The Police Support Services Manager position is exempt from the payment of Overtime for all hours worked in addition to that Employee's assigned work hours with the exception of the following Special Circumstance:

A. The Police Support Services Manager will not be compensated for hours worked in addition to scheduled work hours when performing the supervisory duties of the position.

B. If, as a result of a Critical Staffing Shortage, the Police Support Services Manager is assigned by their supervisor to work a full shift as a Public Safety Dispatcher during scheduled days off, those hours will be compensated at the rate of time and one-half of the salary rate of a Public Safety Dispatcher II E-Step.

C. Critical Staffing Shortage will be deemed to have occurred when the number of available Public Safety Dispatchers is inadequate to cover the required number of shifts. The number of available Public Safety Dispatchers must be at a level to allow a minimum of one-off day every four days.

D. During Critical Staffing Shortages, the Suisun City Police Department incorporates 12-hour work shifts within the Communication/Records Center. This scheduling requires a minimum of two (2) Public Safety Dispatchers to cover each 24-hour day.

E. During the Critical Staffing Shortages, the Suisun City Police Department Communications Center will be staffed with one (1) Public Safety Dispatcher.

E. A Non-Critical Staffing Period is one in which adequate staffing is available to fill an unexpected vacancy or a shift shortage. The Police Support Services Manager is authorized to require an available Public Safety Dispatcher to fill a shift vacancy. Should the Police Support Services Manager choose to work a vacant shift to avoid requiring an available Public Safety Dispatcher to work, the time worked will not be compensable.

G. During scheduled workdays, the Police Support Services Manager will not receive Overtime compensation when required to extend the workday up to two (2) hours to fill an unexpected shift vacancy as a Public Safety Dispatcher.

5. Special Circumstances – Police Commander.

Police Commanders will receive extra compensation at the rate of time and a half for actual hours worked outside of normal scheduled work hours when required to respond after hours, in person, to critical emergencies, as authorized by the Police Chief. The Police Commanders will not be compensated for hours worked in addition to scheduled work hours when performing their general duties which may extend their workday.

6. 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 24-hour shift, Division Fire Chiefs and Deputy Fire Chiefs 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. Division Fire Chiefs and Deputy Fire Chiefs assigned to serve as Duty Chief shall receive 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 j(8:30 p.m. to 8:29 a.m.). It is expected that such assignment would be made on a 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. The Fire Chief may share in this assignment rotation. For example, if three Employees were to share Fire Duty Chief responsibilities, each would be assigned 10 days spread over a 30-day month, adjusted appropriately for months of greater of lesser days. Employees must be scheduled for Fire Duty Chief Standby in Such a manner as to ensure at least two-consecutive days 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 the Fire Duty Chief assignments based on staffing, budget, and operational discretion as he/she sees fit, but shall not assign him/herself any greater participation than assigned to any single Division Fire Chief or Deputy Fire Chief to the maximum extent possible and/or mutually agreed upon allotment between the Chief Officers.

7. Mutual Aid Deployment – Fire Safety Employees.

A. For all State of California Governor's Office of Emergency Services (CalOES) mutual aid deployments, the Fire Department shall compensate it's suppression personnel employees of SCMPEA portal-to-portal while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response. Portal-to-portal begins at dispatch and ends upon return to Suisun City when personnel and equipment are in service and available for Fire Department response.

B. Approval for deployment is required by the Fire Chief as well as the City Manager and will generally not be approved if the City must backfill for deployments at an overtime rate not reimbursable by the State.

C. The City shall compensate such SCMPEA members with overtime using their regular rate of pay to the extent the State will reimburse the City at the same rate. If the State limits reimbursements overtime pay for deployment will be at the State reimbursable rate.

~~7~~8. Longevity Pay.

A. Police and Fire Safety Longevity Pay.

1) Police Safety Longevity Pay

Effective the pay period beginning April 12, 2024, upon the completion of five (5) years of full-time sworn law enforcement service, represented employees shall be entitled to a three (3%) percent increase in compensation; employees who complete ten (10) years of full-time sworn law enforcement service shall be entitled to an additional three (3%) percent increase in compensation (for a total of six (6%) percent).

2) Fire Safety 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).

B. Miscellaneous Employee Longevity Pay.

~~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).~~

Effective the first pay period in July 2024, upon the completion of five (5) years of continuous full-time City service, represented employees shall be entitled to a two (2%)

percent increase in compensation; employees who complete ten (10) years of continuous full-time City service, shall be entitled to a two (2%) percent increase in compensation; employees who complete fifteen (15) years of continuous full-time service shall be entitled to an additional two (2%) percent increase in compensation (for a total of six (6%) percent).

~~8~~9. 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 employee's Department Head. The City will provide the cost of training, certification, recertification, bond, insurance and recording with the County Recorder of the Notary Commission for any employees required to obtain and maintain an official Notary Commission.

ARTICLE 8 HOURS OF WORK

1. Attendance.

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

2. Work Schedules.

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

A. A 40.0-hour workweek consisting of five consecutive 8.0 hour days in a seven-day period (hereinafter "5/40"), beginning at noon on Friday through noon on the following Friday. All other work schedules shall be considered Alternative Work Schedules.

B. An Alternative Work Schedule, such as four consecutive 10.0 hour days in a seven-day period beginning at noon on Friday through noon on the following Friday (hereinafter "4/10"), or nine workdays totaling 80 hours during a fourteen-day period beginning at noon on Friday through noon on the following Friday (hereinafter "9/80"), or any other configuration approved by the Department Head and City Manager. Assignment to an Alternative Work Schedule is subject to Department Head recommendation and City Manager approval and shall not be considered permanent. At such time as the Department Head and City Manager determine that the schedule does not meet departmental needs, the Employee shall be reassigned to another work schedule.

C. Non-Exempt 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.

3. Executive Leave.

Rules regarding Executive Leave are set forth in Section 8.5 of the Personnel Rules, Administrative Directive. In lieu of Overtime/CTO, 80 hours shall be deposited into the Executive Leave account of each eligible employee in the bargaining unit in the first full pay period of each fiscal year. Additionally, an eligible employee will receive one hour of Executive Leave for each hour of work assigned and approved by their Department Head, that is worked outside of the regular work day, not to exceed 40 additional hours per fiscal year (i.e. 120 Executive Leave accrued for hours for the fiscal year). Examples of such assigned tasks outside of the regular workday are City Council meetings, City events, or emergency response.

4. Executive Leave Cash-Out.

Employees may cash-out Executive Leave only as authorized annually under Eligible Paid Leave Cash-Out (Article ~~10~~10) or upon leaving City service.

The cash-out option~~s below~~ that apply to Executive Leave shall supersede the provisions of Section 8.5 of the Personnel Rules, Administrative Directive~~.~~-7.~~:~~

~~1) 1-10 years of service with Suisun City – 40 hours;~~

~~2) After completing 10 years and higher – 50 hours;~~

~~3) Any Executive Leave accumulated over 80 hours due to working hours outside of the Employee's normal workday as described above, may be cashed out once each fiscal year according to the cash out rules.~~

~~B. 4. Executive Leave Cash-Out.~~

~~C. Employees can cash out Executive Leave in the amounts depicted in Section 3 above in January. The Finance Department will send out a request form, in November of the preceding calendar 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 Executive 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. With the exception of the January cash out, Employees may not cash out Executive Leave except upon leaving City Service. No Executive 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.~~

~~5~~5. Conflict with FLSA.

The City and SCMPEA acknowledge that where this Article may conflict with the Fair Labor Standards Act, the Act shall take precedence.

~~6. Enforcing Leave Caps.~~

~~The parties agree that the previous contractually agreed upon leave caps shall be enforced as follows: for Miscellaneous and Fire Safety employees, Vacation and Holiday leave accruals shall be enforced effective October 1, 2023, and Executive leave accruals shall be enforced effective January 8, 2024. For Police Safety employees, all leave accruals shall be enforced effective July 1, 2024. In order to effectuate this intent, the parties agree that the City will buy down fifty (50%) percent of any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2023. The remaining fifty (50%) percent excess accrued leave as of the last full payroll period in June 2023 will be tracked in a separate excess leave accrual bank. The City will buy down the remaining excess leave accruals in January 2024 at the employees' June 2023 pay rate. The parties agree that Miscellaneous and Fire Safety employees will then have ninety (90) days, until October 1, 2023, to maintain and/or reduce their Vacation and Holiday leave accruals below the contractual leave caps, and until January 8, 2024, to maintain and/or reduce their Executive leave accruals below the contractual leave caps, at which time employees will no longer be allowed to exceed the leave caps. The parties agree that Police Safety employees will have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps. Those who are still over the cap on or after October 1, 2023, January 8, 2024, or July 1, 2024, respectively, shall cease accruals until their accrual balance falls below the leave cap and shall not be allowed to accrue leave over the cap from thereon. The parties understand that after buying down the excess accrued leave to the accrual leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the aforementioned ninety (90) day, six (6) month, and one (1) year grace periods to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the accrual cap is once again enforced.~~

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 per year for those working 40.0 hours per week or 9/80 two-week schedule.

B. Commencing with the Sixth Year. Employees shall earn and be credited with Vacation Leave at the rate of 120.0 hours per year for those working 40.0 hours per week or 9/80 two-week schedule.

C. Commencing with the Eleventh Year. Employees shall earn and be credited with Vacation Leave at the rate of 160.0 hours per year for those working 40.0 hours per week or 9/80 two-week schedule.

D. Commencing with the Sixteenth Year. Employees shall earn and be credited with Vacation Leave at the rate of 184.0 hours per year for those working 40.0 hours per week or 9/80 two-week schedule.

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 Cash-Out.

~~Employees may Cash-out 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 calendar year, that includes written verification of each employee's current Vacation Leave Balance. Employees may make an irrevocable request for the upcoming calendar year to cash-out Vacation 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. With the exception of the January cash-out, Employees may not cash-out Vacation Leave 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.~~

Employees may cash-out Vacation Leave only as authorized annually under Eligible Paid Leave Cash-Out (Article ~~10~~10) or upon leaving City service.

~~4. Enforcing Leave Caps.~~

~~The parties agree that the previous contractually agreed upon leave caps shall be enforced as follows: for Miscellaneous and Fire Safety employees, Vacation and Holiday leave accruals shall be enforced effective October 1, 2023, and Executive leave accruals shall be enforced effective January 8, 2024. For Police Safety employees, all leave accruals shall be enforced effective July 1, 2024. In order to effectuate this intent, the parties agree that the City will buy down fifty (50%)~~

~~percent of any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2023. The remaining fifty (50%) percent excess accrued leave as of the last full payroll period in June 2023 will be tracked in a separate excess leave accrual bank. The City will buy down the remaining excess leave accruals in January 2024 at the employees' June 2023 pay rate. The parties agree that Miscellaneous and Fire Safety employees will then have ninety (90) days, until October 1, 2023, to maintain and/or reduce their Vacation and Holiday leave accruals below the contractual leave caps, and until January 8, 2024, to maintain and/or reduce their Executive leave accruals below the contractual leave caps, at which time employees will no longer be allowed to exceed the leave caps. The parties agree that Police Safety employees will have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps. Those who are still over the cap on or after October 1, 2023, January 8, 2024, or July 1, 2024, respectively, shall cease accruals until their accrual balance falls below the leave cap and shall not be allowed to accrue leave over the cap from thereon. The parties understand that after buying down the excess accrued leave to the accrual leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the aforementioned ninety (90) day, six (6) month, and one (1) year grace periods to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the accrual cap is once again enforced.~~

~~4~~5. Holiday During Vacation.
An Employee is not charged Vacation Leave for a Holiday occurring during his/her Vacation Leave.

~~5~~6. 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~~7. Separation from Service.
Upon separation from service, an Employee is entitled to receive the cash value of all accrued Vacation Leave.

~~7~~8. 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

Employees can cash-out a maximum of one hundred and twenty-six (126) hours of Eligible Paid Leave each December. With respect to this section, Eligible Paid Leave includes Executive Leave, Vacation Leave and/or Holiday Leave. The Finance Department will send out a request form, in November of the preceding calendar 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 December cashout. With the exception of the December cash-out, Employees may not cash out Eligible Paid Leave except upon leaving City Service. For calendar year 2025 only, elections will be made for cash out in January 2026 and December 2026.

ARTICLE ~~10~~11 UNIFORMS AND UNIFORM ALLOWANCES

1. Uniform Allowances.

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

Job Class	Total
~~Division Fire Chief~~	~~$1300~~
~~Dispatch/Records Supervisor~~	~~$900~~
Deputy Fire Chief	$1300
Fire Marshal	$1300
Police Commander	$1300
Police Support Services Manager	$900

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

2. Other Uniforms.

During the term of this Agreement, the City shall continue to supply Public Works Supervisors with the required uniform components as determined by the Public Works Director/City Engineer in a written departmental policy.

ARTICLE ~~11~~12 RETIREMENT BENEFITS

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 this criteria shall be considered PEPRA New Employees.

1. Classic Miscellaneous Employee Benefits.

A. Except as otherwise provided in this Article, the City agrees to provide the 2.0 percent at 55 PERS Retirement Plan, with One-Year Final Compensation, ,including the 1959 Survivor's Benefit Level 3, for Miscellaneous Employees.

B. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS.

C. Effective October 1, 2021, a~~A~~ll Miscellaneous employees covered by this MOU ~~will~~ received 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~~.

~~A.~~D. As soon as practicable after CalPERS approval, the City shall pay 100% of the Classic Miscellaneous employee contribution in exchange for Classic Miscellaneous employees paying 7% Cost-Share of the employer's contribution. The Employer Paid Member Contributions (EPMC) will be reported as "Special Compensation". If permitted under Internal Revenue Code Section 414(h)(2), employee contributions required by and paid by the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.

2. Classic Safety Fire Employee Benefits.

A. Except as otherwise provided in this Article, the City agrees to provide the 2.0 percent at 55 PERS Retirement Plan, with One-Year Final Compensation, including the 1959 Survivor's Benefit Level 3, for Safety Fire Employees.

B. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS. Pre-PEPRA, ~~T~~the salaries for Employees covered under the Safety Fire PERS Plan ~~have been~~ were increased by 5.0 percent in lieu of the City's provision of 2.0 percent at 50 Safety Fire Retirement Plan.

C. Effective October 1, 2021, ~~A~~all Fire Safety employees covered by this MOU ~~will~~ received an increase to their base hourly rate of 7.5 percent in exchange for the Classic Safety Fire Employees paying the full employee contribution along with PEPRA employees ~~as soon as practicable after CalPERS approval of the EPMC change~~.

D. As soon as practicable after CalPERS approval, the City shall pay 100% of the Classic Fire Safety employee contribution in exchange for Classic Fire Safety employees paying 7% Cost-Share of the employer's contribution. The Employer Paid Member Contributions (EPMC) will be reported as "Special Compensation". If permitted under Internal Revenue Code Section 414(h)(2), employee contributions required by and paid by the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.

3. Classic Safety Police Employee Benefits.

The City agrees to participate in the PERS 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 IX. The following provisions apply to Employees receiving Safety Police benefits:

A. The City agrees to continue to provide Level 4, Survivor Benefits through Public Employees Retirement System, (hereinafter "PERS").

B. The City shall pay the Employer's contribution. 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 Employee's contribution paid by the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.~~

~~D~~C. Effective October 1, 2025, ~~A~~all Safety Police employees covered by this MOU ~~will~~ received an increase to their base hourly rate of 5.5 percent in exchange for the Classic Safety Police Employees paying the full employee contribution along with PEPRA employees ~~as soon as practcible after CalPERS approval of the EPMC change~~.

D. As soon as practicable after CalPERS approval, the City shall pay 100% of the Classic Police Safety Employee contribution in exchange for Classic Police Safety employees paying 9% Cost-Share of the employer's contribution. The Employer Paid Member Contributions (EPMC) will be reported as "Special Compensation". If permitted under Internal Revenue Code Section 414(h)(2), employee contributions required by and paid by the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.

4. PEPRA New Miscellaneous Employee Benefits.

The City agrees to provide 2.0% at 62 PERS Plan for 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.

5. PEPRA New Safety Fire Employee Benefits.

The City agrees to provide 2.0% at 57 PERS PEPRA Plan for New 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. Should any provision in this Agreement be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

6. PEPRA New Safety Police Employee Benefits.

The City agrees to provide 2.7% at 57 PERS 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.

7. Sick Leave Conversion.

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

ARTICLE ~~12~~13 MEDICAL & DENTAL INSURANCE

1. Core Flex Plan.

The City will contribute a Core Flex Plan amount equivalent to the Kaiser Permanente Region 1 Premium for Employee, Employee plus one, and Employee plus Family toward the monthly premium cost. Should the health plan premium cost, selected by the employee, be less than the Kaiser Permanente Region 1 premium, the City shall pay no more that 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 $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. An Employee choosing the Flexible Benefit Options must establish eligibility by providing verification of enrollment in a group health plan and must reestablish eligibility annually for continued enrollment in the Flexible Benefit Options during each Open Enrollment Period established by the City.

3. Restrictions.

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

4. Medical Insurance Benefits after Death While on Duty.

Should a Sworn Police member of SCMPEA 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.

Sworn Police members of SCMPEA 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 from the City by a Sworn Police or Fire Safety member of SCMPEA, 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 Subsection 3.A.7 of Article VIII12.

ARTICLE 1314 ~~———~~LIFE INSURANCE ~~AND~~, DEFERRED COMPENSATION PLAN AND RETIREMENT HEALTH SAVINGS ACCOUNT

1. Life Insurance.

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

2. Deferred Compensation Plan.

The City agrees to provide the a 457 Deferred Compensation Plan as an optional benefit to City Employees. The City will match the Employee's contribution up to four (4%) percent of the employee's base salary or one hundred and eighteen dollars ($118.00) per pay period, whichever is greater. The City's match will be contributed to participating Employees on a pay-period basis.

3. Retirement Health Savings Account.

The City agrees to establish an RHS plan through Mission Square by July 1, 2026. Contributions will be made by members as allowed under IRS rules. The City agrees to meet and confer over the plan elections provided by Mission Square.

ARTICLE 1415 SUPPLEMENTAL INSURANCE

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

ARTICLE 1516 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 1617 WORKERS' COMPENSATION COVERAGE

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

ARTICLE ~~17~~18 STATE DISABILITY INSURANCE COVERAGE

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

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

ARTICLE ~~18~~19 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, on 4850 leave.

E. Off work due to an injury or illness covered under Workers' Compensation, receiving TTD and fully integrating leave accruals.

~~E.~~F. Off work due to an injury or illness covered under State Disability Insurance, and fully integrating leave accruals.

~~F.~~G. Off work while on an approved leave of absence covered under the Family and Medical Leave Act (FMLA).

~~G.~~H. Off work while on an approved leave of absence covered under the California Family Rights Act (CFRA).

~~H.~~I. 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, Executive Leave, 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.

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, 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, Holiday and Executive), 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 if permissible by the plan.

B. An Employee off work on Workers' Compensation, who has exhausted 4850 leave, and who has insufficient accrued paid leave balances to create the equivalent of at least a thirty (30) hour or greater workweek, while on Temporary Total Disability (TTD), shall be considered in a Non-Payroll Status. The Employee will no longer accrue paid leave (Vacation, Sick, Holiday, and Executive); 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 if permissible by the plan.

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~~20 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, Executive Leave, 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, Executive Leave, and/or Holiday Leave, in this order, unless the Employee provides written notice to the City to limit the integration to only accrued Sick Leave with SDI benefits. If Option 2 is elected, the Employee shall stipulate on their Request for Leave

(RFL) whether the Employee is integrating Sick Leave, and other leave accruals, with SDI benefits.

C. Option 3: ~~Employees who apply for disability insurance, may provide the City with the supplemental benefits received by SDI, to be credited to a disability leave accrual account, which the City will then reissue to the 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.~~Applying for disability insurance benefits and not integrating accrued paid leave with the SDI benefits. If this option is elected, the Employee shall stipulate on their Request for Leave (RFL) that they do not wish to integrate leave accruals with SDI benefits.

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.

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, Executive 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~~21 SICK LEAVE AND OTHER LEAVES OF ABSENCE

Rules regarding Sick Leave are set forth in Section 10.1 of the Personnel Rules. Employees off work on a ~~protected~~ leave ~~status~~ of absence 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 ~~21~~22 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' Compensation benefits.

4. 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 ~~22~~23 MUNICIPAL HOLIDAYS

1. Recognized Holidays.

The following are recognized as Holidays:

The first day of January, New Year's Day.
The third Monday in January, Martin Luther King's Birthday.
The third Monday in February, President's Day.
The last Monday in May, Memorial Day.
The nineteenth day of June, Juneteenth.
The fourth day of July, Independence Day.
The first Monday in September, Labor Day.
The second Monday in October, Indigenous People's Day ~~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 the meet and confer process.

2. Observance.

When a Holiday falls on Sunday, it shall be observed on the following Monday. When a Holiday falls on Saturday, it shall be observed on the preceding Friday.

3. Holiday Time Off.

An Employee will accrue 8.0 hours of Holiday Time Off when assigned to a workweek of 40.0 hours, or 9.9 hours of Holiday Time Off when assigned to a workweek of 49.5 hours for each observed holiday. An Employee may use Vacation Leave, Executive Leave, or work additional time (on an hour-for-hour basis) during the work period to make up the difference between his/her scheduled time and his/her accrued Holiday Time Off.

4. Holiday Time Off Usage.

Holiday Time Off may be used as follows:

A. When the Fourth of July falls on a day when an Employee is scheduled to work and the Employee is directed to work that day for a period of time up to one-half the number of hours of Holiday Time Off afforded to that Employee, the Employee's Holiday Leave balance shall be credited with an amount equal to one-half the number of Holiday Time Off hours set forth in Section 3 of this Article.

B. When the Fourth of July falls on a day when an Employee is scheduled to work and the Employee is directed to work that day for a period of time equal to at least three-quarters of the number of hours of Holiday Time Off afforded to that Employee, the Employee's Holiday Leave balance shall be credited with an amount equal to the total number of Holiday Time Off hours set forth in Section 3 of this Article.

C. When a Holiday falls on a day when an Employee is not scheduled to work and the Employee does not work that day, the Employee shall have an amount equal to the number of Holiday Time Off hours credited to his/her Holiday Leave balance.

D. When a Holiday falls on a day when an Employee is scheduled to work and the Employee does not work, the Employee shall be compensated as if he/she had worked that day consistent with Section 3 of this Article.

5. Holiday Leave Balance.

Holiday Leave shall be accumulated separately from Vacation Leave. Holiday Leave may be used for paid leave purposes (essentially in the same manner as Vacation Leave). In order to encourage Employees to take advantage of their Holiday Leave, a maximum of 100 hours is allowed to accrue in that balance. Employees may not cash out Holiday Leave except upon leaving City service or in the case of an emergency with City Manager approval. If an Employee is at the limit, he/she must request to take Holiday Leave off. If a written request to do so is disapproved, the limit shall be increased by the City Manager. Failure to request time off would result in discontinuing the accrual of Holiday Leave until the balance is reduced by 20 hours.

6. Holiday Leave Cash-Out.

Employees may cash-out Holiday Leave only as authorized annually under Eligible Paid Leave Cash-Out (Article ~~10~~10) or upon leaving City service.

~~6. Enforcing Leave Caps.~~

~~The parties agree that the previous contractually agreed upon leave caps shall be enforced as follows: for Miscellaneous and Fire Safety employees, Vacation and Holiday leave accruals shall be enforced effective October 1, 2023, and Executive leave accruals shall be enforced effective January 8, 2024. For Police Safety employees, all leave accruals shall be enforced effective July 1, 2024. In order to effectuate this intent, the parties agree that the City will buy down fifty (50%) percent of any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2023. The remaining fifty (50%) percent excess accrued leave as of the last full payroll period in June 2023 will be tracked in a separate excess leave accrual bank. The City will buy down the remaining excess leave accruals in January 2024 at the employees' June 2023 pay rate. The parties agree that Miscellaneous and Fire Safety employees will then have ninety (90) days, until October 1, 2023, to maintain and/or reduce their Vacation and Holiday leave accruals below the contractual leave caps, and until January 8, 2024, to maintain and/or reduce their Executive leave accruals below the contractual leave caps, at which time employees will no longer be allowed to exceed the leave caps. The parties agree that Police Safety employees will have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps. Those who are still over the cap on or after October 1, 2023, January 8, 2024, or July 1, 2024, respectively, shall cease accruals until their accrual balance falls below the leave cap and shall not be allowed to accrue leave over the cap from thereon. The parties understand that after buying down the excess accrued leave to the accrual leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the aforementioned ninety (90) day, six (6) month, and one (1) year grace periods to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the accrual cap is once again enforced.~~

ARTICLE ~~23~~24 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 his/her 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 $1,500 per Employee per year. Courses require pre-approval, prior to the date of enrollment in the course, to ensure the expense is eligible under the MOU. 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.

3. Certification and Educational Incentive Pay.

A. In order to encourage employees to provide optimum service to the public, employees may receive ~~up to 5~~3% incentive for a ~~certification or~~ relevant advanced education degree~~, added to their base rate~~. An ~~certification or~~ advanced degree required for the position is not eligible for the incentive pay.

B. Consistent with the POST certificate pay provided to all law enforcement employees, any employee who holds a POST Certification above the minimum required for their position shall receive 5% incentive pay. A certification required for the position is not eligible for the incentive pay.

C. Employees may receive a combined maximum incentive pay of 5%. To receive certification or education incentive pay, proof of completion must be submitted to the City Manager or designee. ~~The following list is eligible for incentive pay at the assigned incentive rate:~~

~~Advanced degree beyond current requirement for job (AA, Bach. degree, Masters) = 3%~~
~~POST Advanced Certificate = 5%~~

ARTICLE ~~24~~25 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 ~~25~~26 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 Administrative Services Director shall approve the format for performance evaluations, which may vary by department, Position, or Employee's responsibilities. Included in the performance evaluation may be, 1) an assessment of what additional tools, such as upgraded software, may be needed; and 2) what training should be made available to the employee to assist in improving the level of performance. The Employee's Department Head or designee will provide a written evaluation of the Employee's performance in a variety of skill or performance areas.

4. Merit Increases.

In order to advance to a Pay Rate in the Pay 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 ~~26~~27 GRIEVANCE PROCEDURE

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

ARTICLE ~~27~~28 DISCIPLINARY ACTION

Rules regarding the Disciplinary Action are set forth in Chapter 12 of the Personnel Rules.

ARTICLE ~~28~~29 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 RFD.

ARTICLE ~~29~~30 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 ~~30~~31 LAYOFF AND REEMPLOYMENT

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

ARTICLE ~~31~~32 GENERAL PROVISIONS

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

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

3. No Requirement to Meet and Confer.
Except as otherwise provided in this Article, the Parties agree that neither Party shall be required to meet and confer concerning any specific provision of this Agreement during the term of this Agreement.

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

A. Declaration of a Fiscal Emergency by the City Council which could result in Layoffs if the Parties do not meet and confer on alternatives.

B. If any other bargaining group has an employment contract with the City of Suisun City that contains applicable compensation provisions that are more advantageous for the Employees than this Agreement, the Parties may agree to meet and confer on the modification of this Agreement.

C. A positive or negative change occurs in the City's fiscal status that would affect the availability of funding for services provided in whole or in part by Employees represented by SCMPEA.

D. Update/Amend/Replace the City's Employer-Employee Relations Resolution; and

E. Update/Amend the City's Administrative Directive AD7 – Personnel Rules & Regulations.

F. Notwithstanding the provisions of California Government Code section 20516.5, the Parties agree that the above-indicated represent the only bases for reopening this Agreement during its term.

5. Savings Clause.

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

6. No Strike/Lockout.

The SCMPEA 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~~3~~5 through and including June 30, 2025~~5~~7. Either Party may serve upon the other its written request to commence negotiations for such successor Agreement as early as February 1, 2025~~5~~7. Upon receipt of such written notice, negotiations shall commence no later than thirty (30) days thereafter. The Parties hereby declare that it is their mutual interest to negotiate a multi-year successor agreement consistent with City Council policy direction, with the intent to be completed no later than June 30, 2025~~5~~7.

8. Distribution of Agreement.

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

9. Effective Date.

The effective date of this Agreement shall be July 1, 2023~~3~~5.

[SIGNATURES ON NEXT PAGE]

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SUISUN CITY AND THE SUISUN CITY
MANAGEMENT AND PROFESSIONAL EMPLOYEES' ASSOCIATION
JULY 1, 2025 THROUGH JUNE 30, 2027

CITY OF SUISUN CITY REPRESENTATIVES:

Bret Prebula
City Manager

Christina Penland
Human Resources Administrator

Aaron Slater, Managing Consultant
Beauchaine Consulting Group, LLC

SCMPEA REPRESENTATIVES:

Mary LaPlante, Managing Labor Representative
City Employee Associates

Amber Kent, SCMPEA President

Dan Healy, SCMPEA Vice President

Jose Colin, SCMPEA Secretary

Approved as to form
Richards Watson Gershon

Patrick Enright, City Attorney

AGENDA ITEM NO. 7.

AGENDA TRANSMITTAL

MEETING DATE: November 18, 2025

AGENDA ITEM: Council Adoption of Resolution No. 2025-__: Approving the Memorandum of Understanding Between the City of Suisun City and the Suisun City Police Officers' Association (SCPOA) for the Period of July 1, 2025 through June 30, 2027.

FISCAL IMPACT: The estimated fiscal impact of the SCPOA agreement is $312,000 in FY 2025-26 and an additional $130,000 in FY 2026-27. $180,000 of the increased cost in FY 2025-26 is offset by the value of holiday leave accruals that sworn employees will no longer be receiving. The City will make budget adjustments at midyear for FY 2025-26 to cover the cost of the agreement in Year 1.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND: The Memorandum of Understanding (MOU) between the City of Suisun City and the Suisun City Police Officers' Association (SCPOA) expired on June 30, 2025. Negotiations for a successor agreement began in March 2025 with all four of the City's bargaining units: Suisun City Employees' Association (SCEA/SEIU), Suisun City Professional Firefighters' Association (SCPFA), Suisun City Management and Professional Employees' Association (SCMPEA) and SCPOA.

Following a series of negotiation sessions, the City and SCPOA reached a Tentative Agreement (TA) on key terms and conditions of employment. The SCPOA membership ratified the TA Deal Points on November 4, 2025, and the Union ratified the final MOU on November 7, 2025.

STAFF REPORT: The successor agreement includes the following major deal points:

- 2.5% Cost of Living Adjustment (COLA) effective January 2026
- 2.5% COLA effective July 2026
- Wage Reopener Provision: The parties agree to reopen discussions regarding wage adjustments to achieve 90% of the market median for any member classifications that fall below 90% of the median under defined conditions
- EPMC Cost Share Swap: Implementation of a cost-sharing adjustment aligning employer-paid member contributions (EPMC) with employee cost-share responsibilities
- Annual Leave Cash-Out: Modify annual cash-out provisions to align with IRS constructive receipt rules
- Holiday Leave Accruals: For sworn employees only, eliminate biweekly holiday leave accrual, in exchange for a base wage increase and holiday incentive pay.
- Standby Pay: Adjust Dispatch Standby Pay for the duration of this agreement.

The new agreement reflects the City's continued commitment to maintaining competitive compensation and benefits for its dispatch and public safety employees while exercising fiscal responsibility, maintaining caution to ensure the City's ongoing ability to pay, and promoting alignment across bargaining units.

Staff recommends approval of the successor MOU with the SCPOA for the period of July 1, 2025,

through June 30, 2027, as it represents a fair and balanced agreement that supports both employee equity and organizational sustainability.

STAFF RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 2025-__ approving the Memorandum of Understanding (MOU) between the City of Suisun City and the Suisun City Police Officers' Association (SCPOA) for the period of July 1, 2025, through June 30, 2027.

DOCUMENTS ATTACHED:

1. Resolution No. 2025-__: A Resolution of the City Council of the City of Suisun City Approving the Memorandum of Understanding Between the City of Suisun City and the Suisun City Police Officers' Association (SCPOA) for the Period of July 1, 2025 through June 30, 2027.
    a. SCPOA MOU 2025-27 (clean)
2. Tentative Agreement Between the City of Suisun City and the SCPOA
3. SCPOA MOU 2025-27 (redline)

PREPARED BY: Christina Penland, Human Resources Administrator
REVIEWED BY: Lakhwinder Deol, Finance Director
APPROVED BY: Bret Prebula, City Manager

ATTACHMENTS:

1. Resolution SCPOA MOU 2025 27.docx
1a. SCPOA MOU 2025-27.pdf.pdf
2. SCPOA Tentative Agreement.pdf.pdf
3. SCPOA MOU 2025-27 (redline).pdf.pdf

RESOLUTION NO. 2025-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SUISUN CITY AND THE SUISUN CITY POLICE OFFICERS' ASSOCIATION (SCPOA) FOR THE PERIOD OF JULY 1, 2025 THROUGH JUNE 30, 2027

WHEREAS, the Memorandum of Understanding (MOU) between the City of Suisun City ("City") and the Suisun City Police Officers' Association ("SCPOA") expired on June 30, 2025; and

WHEREAS, representatives of the City and SCPOA met and conferred in good faith in accordance with the Meyers-Milias-Brown Act and have reached agreement on wages, hours, and other terms and conditions of employment; and

WHEREAS, the SCPOA membership ratified the Tentative Agreement Deal Points on November 4, 2025, and the Union subsequently ratified the final MOU on November 7, 2025; and

WHEREAS, the successor MOU covers the period of July 1, 2025 through June 30, 2027, and includes provisions regarding cost-of-living adjustments, adjustments to holiday leave accruals, holiday incentive pay, and the EPMC cost share swap consistent with City objectives and fiscal capacity; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY AS FOLLOWS:

1. Approve the Memorandum of Understanding between the City of Suisun City and the Suisun City Police Officers' Association (SCPOA) for the period of July 1, 2025, through June 30, 2027; and
2. Authorize the City Manager to execute the MOU on behalf of the City and to take any actions necessary to implement its terms.

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 November 2025, by the following vote:

AYES: Councilmembers: _____
NOES: Councilmembers: _____
ABSENT: Councilmembers: _____
ABSTAIN: Councilmembers: _____

WITNESS my hand and the seal of said City this 18th day of November 2025.

_____
Anita Skinner
City Clerk

Attachment:

a) SCPOA MOU 2025-27

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

July 1, 2025
through
June 30, 2027

Tentative Agreement Approved by City Council 11/18/2025
MOU Approved by City Council 11/18/2025

Table of Contents

Introduction 5

Article 1 Recognition 5
1. Job Classes Represented. 5
2. Temporary/Limited-Service Positions. 5
3. Reduction in Workforce. 5
4. Use of Reserve Police Officers. 6
5. Job Requirements. 6

Article 2 Management Rights and Responsibilities 6

Article 3 Support of Agreement 7

Article 4 Union Time 7
1. Negotiating Sessions. 7
2. Union Meetings. 7
3. New Employee Orientation & Contact Information. 7

Article 5 Personnel Rules and Regulations 8

Article 6 Compensation 8
1. Base Salary. 8
2. Acting Pay. 9
3. Bilingual Pay. 9
4. Nighttime Hours Differential. 9
5. Court Appearances. 10
6. Call-Back Pay. 10

Article 7 Holiday Leave 11
1. Holiday Leave Accrual. 11
2. Holiday Leave Cash-Out. 12

Article 8 Health and Welfare 12
1. Core Flex Plan. 12
2. Flexible Benefit Options. 12
3. Restrictions. 12
4. Medical Insurance Benefits after Death While on Duty. 12
5. Sick Leave Conversion to Fund Medical Premiums. 12

Article 9 Retirement 13
1. Classic Miscellaneous Employee Benefits. 13
2. Classic Safety Police Employee Benefits. 13
3. PEPRA New Miscellaneous Employee Benefits. 14
4. PEPRA New Safety Police Employee Benefits. 14

Article 10 Life Insurance 14

Article 11 Supplemental Insurance 14

Article 12 Employee Assistance Program 15

Article 13 Workers' Compensation 15

Article 14 State Disability Insurance Coverage 15

1. State Disability Insurance. 15
2. Payment of SDI Premiums. 15

Article 15 Sick Leave and Other Leaves of Absence 15

Article 16 Light Duty 15

Article 17 Leave Of Absence Due To Injury Incurred While On Duty 15

Article 18 Payroll Status 16

1. Payroll Status. 16
2. Continuation of City-Paid Insurance Premiums. 16
3. Non-Payroll Status. 17

Article 19 Workers' Comp/SDI Medical Leave 17

1. Employee Options Regarding SDI Medical Leave. 17
2. Medical Leave While on Workers' Comp/SDI. 18
3. How a Supplement is Treated. 18
4. Paid Leave Accrual. 18
5. Leave of Absence While on SDI. 18

Article 20 Payroll Deduction 19

Article 21 Outside Employment 19

Article 22 Layoff and Reemployment 20

Article 23 General Provisions 20

1. Severability. 20
2. Full Understanding. 20
3. No Requirement to Meet and Confer. 20
4. Reopeners. 20
5. Savings Clause. 21
6. No Strike/Lockout. 21
7. Successor Agreement. 21
8. Distribution of Agreement. 21
9. Effective Date. 22

APPENDIX A – SWORN LAW ENFORCEMENT EMPLOYEES 23

Article 1 Additional Compensation 23

1. Entry-Level Police Officer Probationary Period and Merit Increases. 23
2. Lateral Police Officer and Police Sergeant Probationary Period and Merit Increases. 23
3. POST Certificate Pay – Sworn Officers. 23
4. Police Corporal Assignment Pay. 24
5. Field Training Officer Assignment Pay. 24
6. Officer-in-Charge Assignment Pay. 24

7. Detective Assignment Pay. 24
8. Sworn Officer Longevity Pay. 24
9. Range Qualification. 24

Article 2 Hours of Work **24**
1. Workweek/Workday. 24
2. Rest Periods. 25
3. Exceptions to Mandatory Rest Period. 26
4. Work Schedule. 26
5. Meal Periods 27
6. Flex Time. 27

Article 3 Standby-by pay **27**

Article 4 Overtime Pay **28**

Article 5 Compensatory Time Off (CTO) **28**
1. CTO Accumulation. 28
2. Backfilling on CTO. 29
3. Grant-Funded CTO. 29
4. CTO Cash-Out. 29

Article 6 Vacation Leave **29**
1. Vacation Accrual. 29
2. Maximum Accumulation. 30
3. Vacation Cash-Out. 30
4. Illness During Vacation. 30
5. Upon Death. 30

Article 7 Uniforms and Cleaning **30**

Article 8 Soft Body Armor **31**

Article 9 Vehicle Assignment **31**

Article 10 Education and Reimbursement **32**
1. Approval. 32
2. Alternative Programs Available. 32
3. Education Reimbursement for Pursuit of a Degree. 32
4. Education Reimbursement for Job-Related Courses. 33
5. Safety Education Loan Forgiveness (SELF) Program. 33

Article 11 WELLNESS PAY **34**

APPENDIX B – DISPATCH EMPLOYEES **35**

Article 1 Probationary Period **35**

Article 2 Performance Evaluations **35**
1. Annual Performance Evaluation. 35
2. Purpose. 35
3. Procedure. 35

Article 3 Merit Increases **35**

Article 4 Additional Compensation **36**

1. POST Certificate Pay – Dispatch Employees. 36
2. Incentive Pay. 36
3. Solo Dispatch Pay. 36
4. Dispatch Employee Longevity Pay. 36

Article 5 Hours of Work **36**

1. Attendance. 36
2. Work Schedules. 37
3. Conflict with FLSA. 37
4. Breaks. 38
5. Dispatch Schedule Meet and Confer. 38

Article 6 On-Call (Standby) Duty **38**

Article 7 Overtime **39**

1. 5/40 Work Schedule. 39
2. Alternative Work Schedules. 40
3. Employee-Requested Flextime. 40
4. Paid Leave Considered Hours Worked. 40

Article 8 Compensatory Time Off (CTO) **40**

1. Overtime Credited as CTO. 40
2. Above CTO Limit. 40
3. CTO Cash-Out. 40

Article 9 Vacation Leave **40**

1. Vacation Accrual. 40
2. Maximum Accumulation. 41
3. Vacation Leave Cash-Out. 41
4. Holiday During Vacation. 41
5. Illness During Vacation. 41
6. Separation From Service. 41
7. Upon Death. 42

Article 10 Eligible Paid Leave Cash-Out **42**

Article 11 Uniforms and Uniform Allowances **42**

Article 12 Mileage Reimbursement **42**

Article 13 Reimbursement for Education or Training **42**

1. Approval. 42
2. Reimbursement. 43

Article 14 Grievance Procedure **43**

Article 15 Disciplinary Action **43**

Article 16 Contracting Out **44**

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

INTRODUCTION

This memorandum of understanding 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, **Provisiona**l, 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 full pay period in January 2026, the base wage rates set forth in the Citywide Salary Schedule shall be increased by a two and one-half percent (2.5%) COLA.

B. Effective the first full pay period in July 2026, the base wage rates set forth in the Citywide Salary Schedule shall be increased by a two and one-half percent (2.5%) COLA.

C. The City agrees to a reopener to discuss its ability to bring any member classifications to 90% of median under the following conditions:

1) The City's FY26 mid-year sales tax projection provided by HDL is at least four percent (4%) higher than budgeted Sales Tax for the same period.

2) Discussions commencing after March of 2026.

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.

F. 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

1. Holiday Leave Accrual.

A. 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 cash out election.

B. Effective the first full pay period following the ratification date of this MOU by Council, in lieu of receiving Holiday Leave accruals for City recognized holidays equivalent to 5.38% of the hourly base rate of pay, the parties agree to the following for Sworn personnel only:
1) Holiday In-Lieu Pay shall be paid each pay period at the rate of two percent (2%) of the hourly base rate of pay.
2) Holiday Leave shall be drawn down first until the leave bank is exhausted (except when leave requests qualify as Sick Leave).
3) No cash out of Holiday Leave permitted.
4) The base wage rates set forth in the Citywide Salary Schedule shall be increased by two and one-half percent (2.5%).

2. Holiday Leave Cash-Out.

Dispatch Employees may not cash out Holiday Leave except as authorized annually under Eligible Paid Leave Cash-Out or upon leaving City Service. Effective with the 2025 cash-out election, Sworn Employees may not cash out Holiday Leave.

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 that 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. 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 pay for unused Sick Leave will be deducted from accumulated Sick Leave hours prior to calculating CalPERS retirement service credit pursuant to 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. Effective October 1, 2021, all miscellaneous employees covered by this MOU received 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.

D. As soon as practicable after CalPERS approval, the City shall pay 100% of the Classic Miscellaneous Employee contribution in exchange for Classic Miscellaneous Employees paying seven percent (7%) Cost-Share of the employer's contribution. The Employer-Paid Member Contributions (EPMC) will be reported as "Special Compensation." If permitted under Internal Revenue Code section 414(h)(2), employee contributions required by, and paid by, the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.

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 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. Effective October 1, 2021, all Classic Police Safety Employees received an increase to their base hourly rate of 5.5 percent in exchange for Classic Police Safety members paying the full employee contribution along with PEPRA employees.

D. As soon as practicable after CalPERS approval, the City shall pay 100% of the Classic Police Safety employee contribution, nine percent (9%), in exchange for Classic Police Safety employees paying nine percent (9%) Cost-Share of the employer's contribution. The Employer-Paid Member Contributions (EPMC) will be reported as "Special Compensation". If permitted under Internal Revenue Code section 414(h)(2), employee contributions required by, and paid by, the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.

3. PEPRA New Miscellaneous Employee Benefits.

The City agrees to provide 2.0% at 62 PERS Retirement Plan calculated using the highest average annual compensation earned during any consecutive 36-month (3-year) period of City employment 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 calculated using the highest average annual compensation earned during any consecutive 36-month (3-year) period of City employment 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 contracts for voluntary supplemental insurance benefits administered by City payroll deductions. It shall be agreed that the City may choose different supplemental insurance providers from time to time as needed to provide such voluntary benefits in the best 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 AND OTHER LEAVES OF ABSENCE

Rules regarding Sick Leave are set forth in Section 10.1 of the Personnel Rules. Employees off work on a leave of absence shall be required to use available accrued paid leave prior to going leave without pay, except when also receiving SDI. 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, on 4850 leave.

E. Off work due to an injury or illness covered under Workers' Compensation, receiving TTD benefits and fully integrating leave accruals.

F. Off work due to an injury or illness covered under State Disability Insurance, and fully integrating leave accruals.

G. Off work while on an approved leave of absence covered under the Family and Medical Leave Act (FMLA).

H. Off work while on an approved leave of absence covered under the California Family Rights Act (CFRA).

I. 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 if permissible by the plan.

B. An Employee off work on Workers' Compensation, who has exhausted 4850 leave, and who has insufficient accrued paid leave balances to create the equivalent of at least a thirty (30) hour or greater workweek while on Temporary Total Disability (TTD), 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 if permissible by the plan.

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. This option does not apply to Sworn personnel who do not participate in the State SDI program.

C. Option 3: Applying for disability insurance benefits and not integrating accrued paid leaves with the SDI benefits. If this option is selected, the Employee shall stipulate on their Requests for Leave (RFL) that they do not wish to integrate leave accruals with SDI benefits. This option does not apply to Sworn personnel who do not participate in the state SDI program.

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, 2025 through and including June 30, 2027. Either Party may serve upon the other its written request to commence negotiations for such successor Agreement as early as February 1, 2027. 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, 2027.

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, 2025.

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

APPENDIX A – SWORN LAW ENFORCEMENT EMPLOYEES

ARTICLE 1 ADDITIONAL COMPENSATION

1. Entry-Level Police Officer Probationary Period and 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 Probationary Period and 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 full-time sworn law enforcement service, represented employees shall be entitled to a three (3%) percent increase in compensation; employees who complete ten (10) years of full-time sworn law enforcement 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 occur 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. <u>CTO Accumulation.</u>

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 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 supervisor 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 in 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.

Sworn Employees are allowed to cash-out a maximum of sixty (60) hours of CTO as accrued by December of each year). The combined total annual cash-out between Vacation 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 December cash-out. With the exception of the December cash-out, Employees may not cash out CTO except upon leaving City Service. For calendar year 2025 only, elections will be made for cash-out in in January 2026 and December 2026.

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 160.0 hours per year (6.15 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 184.0 hours per year (7.08 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.

Sworn Employees may not cash-out Vacation Leave except upon leaving City Service or during the annual December cash-out. The combined total annual cash-out between Vacation 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 December cash-out. For calendar year 2025 only, elections will be made for cash-out in in January 2026 and December 2026.

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.

2. Alternative Programs Available.

Employees may access any and all 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; 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, from a regionally accredited, degree-granting institution, 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 WELLNESS PAY

Sworn Officers shall receive an annual physical fitness allowance of two-hundred fifty dollars ($250) to promote wellness. This includes, but is not limited to, the cost of a health club membership or other physical fitness training, the purchase of physical fitness equipment, or medical exams or treatments designed to improve overall employee health. The Physical Fitness allowance will be paid on the regular paychecks on a pro-rata basis, equally divided across each of the 26 pay periods. The City and the Association agree that this form of pay does not qualify as special compensation per Title 2 Section 571 or 571.1 and therefore is not pensionable.

[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 overall 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.

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, the flex change does not incur overtime for the Employee, 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 Duty 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 Pay will be defined as one (1) hour of pay at the affected employee's hourly base rate of pay.

2. Dispatchers On-call will be assigned based on schedules and availability.

3. 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 activities which might impair their ability to safely perform assigned duties or render Employee unable to respond upon Call-Out.

4. Dispatchers shall be available by phone and shall respond to the phone call and arrive at the worksite as directed.

5. 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.

6. 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 and forfeit all Standby Pay for that 24-hour period.

7. 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.

8. 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.

9. 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 four (4) hours of On-Call Pay per day for the duration of this contract term until June 30, 2027, at which time On-Call Pay under this section will revert to two (2) hours per day.

10. 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.

11. Dispatchers scheduled for Holiday On-Call Duty (from 12:00 am to 11:59 pm on a recognized City Holiday) will receive nine (9) hours of On-Call Pay per day.

12. In the event of a Call-Out, the Dispatcher shall be paid for a minimum of two (2) hours of overtime 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 on overtime or receive equivalent CTO, at the Employee's option.

13. 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 regular 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 regular rate of pay.

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 120.0 hours. Any Overtime worked in excess of this limit 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.
. Dispatch Employees may not cash out CTO except as authorized annually under Eligible paid Leave Cash-Out or upon leaving City Service.

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.

Dispatch 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

Dispatch Employees are allowed to elect to cash-out a maximum of sixty (60) hours of Eligible Paid Leave in December 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 December cash-out election, Employees may not cash out Eligible Paid Leave except upon leaving City Service. With respect to this Section, Eligible Paid Leave includes CTO, Holiday Leave, and/or Vacation Leave (in that order of usage). For calendar year 2025 only, elections will be made for cash-out in in January 2026 and December 2026.

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, 2025 THROUGH JUNE 30, 2027

CITY OF SUISUN CITY REPRESENTATIVES:

Aaron Slater, BCG Labor Negotiator

Christina Penland, HR Administrator

Bret Prebula, City Manager

Approved as to form
Richards Watson Gershon

Patrick Enright, City Attorney

SCPOA REPRESENTATIVES:

Shaun Du Fosee

Shaun A. Du Fosee, Labor Consultant SCPOA

Eric Vera (Nov 7, 2025 14:16:24 PST)

Eric Vera, SCPOA President

Tyler Camigi
Tyler Camigi (Nov 7, 2025 19:28:49 PST)

Tyler Camigi, SCPOA Vice President

Haley Alexander
Haley Alexander (Nov 8, 2025 10:10:20 PST)

Haley Alexander, SCPOA Secretary

SCPOA MOU 2025-27 Final For Signatures

Final Audit Report 2025-11-08

Created:	2025-11-07
By:	Christina Penland (cpenland@suisun.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhx46dEuCxIBUvtKkE8jahdHNWOd3eeeT

"SCPOA MOU 2025-27 Final For Signatures" History

Document created by Christina Penland (cpenland@suisun.com)
2025-11-07 - 8:31:07 PM GMT- IP address: 50.204.66.138

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2025-11-07 - 8:32:16 PM GMT

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2025-11-07 - 8:36:22 PM GMT- IP address: 104.47.74.126

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2025-11-08 - 6:10:18 PM GMT- IP address: 50.204.66.138

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TENTATIVE AGREEMENT BETWEEN THE CITY OF SUISUN CITY AND THE SUISUN CITY POLICE OFFICERS' ASSOCIATION FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING

The current Memorandum of Understanding ("MOU") between the City of Suisun City ("City") and the Suisun City Police Officers' Association ("Union"), covering the period July 1, 2023 through June 30, 2025, and all Amendments thereto, expired by its own terms on June 30, 2025 ("SCPOA MOU 2023-25"). The parties commenced negotiations regarding a successor MOU pursuant to the Meyers-Milias-Brown Act ("MMBA") (Gov't Code Sections 3500 - 3511). The following Tentative Agreement for a successor Memorandum of Understanding between the City and the Union and its deal terms have been ratified by the Union, but remains subject to formal approval/adoption by the City Council per California Government Code Section 3505.1, which provides:

"If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding."

The deal points for the successor MOU for the Fiscal Years 24/2025-26/2027 covering the wages, hours and other terms and conditions of employment are set forth below. All terms and conditions of the prior SCPOA MOU 2023-2025 shall be maintained unless expressly modified or changed herein until the successor MOU is jointly prepared by the parties, ratified by the Union and accepted, approved and adopted by City Council, which shall then supersede and replace this Tentative Agreement.

TENTATIVE AGREEMENT DEAL POINTS

Subject	Tentative Agreement
Term	2-year agreement: July 1, 2025 through June 30, 2027
Article 6 Compensation	Article 6 Compensation 1. Base Salary. A. Effective the first full pay period in January 2026~~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 increased by a two and one-half percent (2.5%) COLA~~adjusted as follows:~~. B. Effective the first full pay period in July 2026, the base wage rates set forth in the Citywide Salary Schedule shall be increased by a two and one-half percent (2.5%) COLA. C. The City agrees to a reopener to discuss its ability to bring any member classifications to 90% of median under the following conditions: 1. The City's FY26 mid-year sales tax projection provided by HDL is at least four

Subject	Tentative Agreement

percent (4%) higher than budgeted Sales Tax for the same period.

2. Discussions commencing after March of 2026.

~~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~~	~~Tot % Ch e~~
~~Police Officer~~	~~$6,999~~	~~$6/hour~~	~~14.9%~~	~~$8,039~~	~~18.487%~~	~~$9,525~~	~~36.~~
~~Police Sergeant~~	~~$9,195~~	~~$6/hour~~	~~11.3%~~	~~$10,235~~	~~11.675%~~	~~$11,430~~	~~24.~~
~~Public Safety Dispatcher I~~	~~$5,193~~	~~$4/hour~~	~~13.4%~~	~~$5,887~~	~~3.138%~~	~~$6,071~~	~~16.~~
~~Public Safety Dispatcher II~~	~~$5,560~~	~~$4/hour~~	~~12.5%~~	~~$6,253~~	~~6.802%~~	~~$6,679~~	~~20.~~
~~Senior Public Safety Dispatcher~~	~~$6,116~~	~~$4/hour~~	~~11.3%~~	~~$6,809~~	~~7.892%~~	~~$7,346~~	~~20.~~

~~A. 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.~~

~~B. 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.~~

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

~~D. 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).~~

~~E. 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).~~

Article 7 Holiday Leave	Article 7 Holiday Leave 1. Holiday Leave Accrual. A. 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

Subject	Tentative Agreement
	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 election. B. Effective the first full pay period following the ratification date of this MOU by Council, in lieu of receiving Holiday Leave accruals for City recognized holidays equivalent to 5.38% of the hourly base rate of pay, the parties agree to the following for Sworn personnel only: 1. Holiday In-Lieu Pay shall be paid each pay period at the rate of two percent (2%) of the hourly base rate of pay. 2. Holiday Leave shall be drawn down first until the leave bank is exhausted (except when leave requests qualify as Sick Leave). 3. No cash out of Holiday Leave permitted. ~~1.~~4. The base wage rates set forth in the Citywide Salary Schedule shall be increased by two and one-half percent (2.5%). 2. Holiday Leave 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.~~ Dispatch Employees may not cash out Holiday Leave except as authorized annually under Eligible Paid Leave Cash-Out or upon leaving City Service. Effective with the 2025 cash-out election, Sworn Employees may not cash out Holiday Leave. ~~3.Restoring Leave Caps.~~ ~~The parties agree that the previous contractually agreed upon leave caps shall be restored effective July 1, 2024. In order to effectuate this intent, the parties agree that the City will buy down any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2024. The parties agree that 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 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 cap and shall not be allowed to accrue over the cap from thereon. The parties understand that after buying down the excess accrued leave to the leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the one (1) year~~

Subject	Tentative Agreement
	~~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 Health and Welfare	~~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.~~ 5. 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 pay for unused Sick Leave will be deducted from accumulated Sick Leave hours prior to calculating ~~the amount reported for~~ CalPERS retirement service credit ~~in~~ pursuant to ~~Section 2 of~~ Article 9.
Article 9 Retirement	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. Effective October 1, 2021, ~~A~~all miscellaneous employees covered by this MOU ~~will~~ received 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~~. ~~C.~~D. As soon as practicable after CalPERS approval, the City shall pay 100% of the Classic Miscellaneous Employee contribution in exchange for Classic Miscellaneous Employees paying seven percent (7%) Cost-Share of the employer's contribution. The Employer-Paid Member Contributions (EPMC) will be reported as "Special Compensation." If permitted under Internal Revenue Code section 414(h)(2), employee contributions required by, and paid by, the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.

Subject	Tentative Agreement
	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. Effective October 1, 2021, all Classic Police Safety Employees ~~will~~ received an increase to their base hourly rate of 5.5 percent in exchange for Classic Police Safety members paying the full employee contribution along with PEPRA employees ~~as soon as practicable after CalPERS approval of the EPMC change~~. D. As soon as practicable after CalPERS approval, the City shall pay 100% of the Classic Police Safety employee contribution, nine percent (9%), in exchange for Classic Police Safety employees paying nine percent (9%) Cost-Share of the employer's contribution. The Employer-Paid Member Contributions (EPMC) will be reported as "Special Compensation". If permitted under Internal Revenue Code section 414(h)(2), employee contributions required by, and paid by, the Employee shall be deducted from each Employee's gross pay on a pre-tax basis. 3. PEPRA New Miscellaneous Employee Benefits. The City agrees to provide 2.0% at 62 PERS Retirement Plan calculated using the highest average annual compensation earned during any consecutive 36-month (3-year) period of City employment 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 calculated using the highest average annual compensation earned during any consecutive 36-month (3-year) period of City employment 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 15 Sick Leave and Other Leaves of Absence	Article 15 Sick Leave and Other Leaves of Absence Rules regarding Sick Leave are set forth in Section 10.1 of the Personnel Rules. Employees off work on a ~~protected~~ leave of absence~~status~~ shall be required to use available accrued paid leave prior to going

Subject	Tentative Agreement
	leave without pay, except when also receiving SDI. Rules pertaining to additional leaves of absence are contained in the City's Personnel Rules and Regulations.
Article 18 Payroll Status	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, on 4850 leave. ~~D.~~E. Off work due to an injury or illness covered under Workers' Compensation, receiving TTD benefits and fully integrating leave accruals. ~~E.~~F. Off work due to an injury or illness covered under State Disability Insurance, and fully integrating leave accruals. ~~F.~~G. Off work while on an approved leave of absence covered under the Family and Medical Leave Act (FMLA). ~~G.~~H. Off work while on an approved leave of absence covered under the California Family Rights Act (CFRA). ~~H.~~I. 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

Subject	Tentative Agreement
	behalf. The City will continue to contribute life insurance premiums for employees in a non-payroll status if permissible by the plan. B. An Employee off work on Workers' Compensation, who has exhausted 4850 leave, and who has insufficient accrued paid leave balances to create the equivalent of at least a thirty (30) hour or greater workweek while on Temporary Total Disability (TTD), 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 if permissible by the plan. 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	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. This option does not apply to Sworn personnel who do not participate in the State SDI program. 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.~~Applying for disability insurance benefits and not integrating accrued paid leaves with the SDI benefits. If this option is selected, the Employee shall stipulate on their Requests for Leave (RFL) that they do not wish to integrate leave accruals with SDI benefits. This option does not apply to Sworn personnel who do not participate in the state SDI program.

Subject	Tentative Agreement
	D. The amount of supplement for any hour of any normal ~~W~~workday shall not exceed the difference between one hundred (100%) percent of the Employee's normal gross salary rate and the "weekly benefit amount".
SWORN Article 5 CTO	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 supervisor~~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 in 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. Sworn Employees are allowed to cash~~-~~-out a maximum of sixty (60) hours of CTO as accrued by December~~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 December ~~January~~ cash-out. With the exception of the December~~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.~~ —For calendar year 2025 only, elections will be made for cash-out in in January 2026 and December 2026. ~~5. Restoring Leave Caps.~~ ~~The parties agree that the previous contractually agreed upon leave caps shall be restored effective July 1, 2024. In order to effectuate this intent, the parties agree that the City will buy down any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2024. The parties agree that 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 longer be allowed to exceed the leave caps. Those who are still over the cap on or after July 1, 2024,~~

Subject	Tentative Agreement
	~~shall not accrue any more leave time until they bring their accrual balance below the leave cap and shall not be allowed to accrue over the cap from thereon. The parties understand that after buying down the excess accrued leave to the leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the 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.~~
SWORN Article 6 Vacation Leave	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~~160.0 hours per year (~~5.54~~6.15 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~~184.0 hours per year (~~6.15~~7.08 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. Sworn Employees may not cash-out Vacation Leave except upon leaving City Service or during the annual December~~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 December~~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.~~ For calendar year 2025 only, elections will be made for cash-out in in January 2026 and December 2026.

Subject	Tentative Agreement
	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. ~~6. Restoring Leave Caps.~~ ~~The parties agree that the previous contractually agreed upon leave caps shall be restored effective July 1, 2024. In order to effectuate this intent, the parties agree that the City will buy down any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2024. The parties agree that 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 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 cap and shall not be allowed to accrue over the cap from thereon. The parties understand that after buying down the excess accrued leave to the leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the 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.~~
SWORN Article 10 Education Reimbursement	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 e~~Employees may access any and all ~~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.

Subject	Tentative Agreement
	3. Education Reimbursement for Pursuit of a Degree. For those Employees pursuing an Undergraduate or Graduate Degree, from a regionally accredited, degree-granting institution, 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.
SWORN Article 11 Wellness Pay	Article 11 ~~Physical Fitneess Program~~WELLNESS PAY ~~Upon approval of the Police Chief, Employees~~Sworn Officers ~~may~~shall receive an annual physical fitness allowance of two-hundred fifty dollars (~~up to~~ $250) to promote wellness~~of the employee education reimbursement~~. This includes, but is not limited to, ~~be used toward fifty (50%) percent of~~ the cost of a health club membership or other ~~approved~~ physical fitness training, the purchase of physical fitness equipment, or medical exams or treatments designed to improve overall employee health. ~~-~~The Physical Fitness allowance will be ~~-~~paid on the regular paychecks on a pro-rata basis, equally divided across each of the 26 pay periods~~checks~~. The City and the Association agree that this form of pay does not qualify as special compensation per Title 2 Section 571 or 571.1 and therefore is not pensionable. ~~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.~~
DISPATCH Article 1 Probationary Period	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 overall performance exceeds "Meets Standard".
DISPATCH Article 4 Longevity Pay	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.)

Subject	Tentative Agreement
DISPATCH Article 5 Hours of Work	Section 2. Subsection E. 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, the flex change does not incur overtime for the Employee, and the Employee works a full schedule or makes up the shortfall with paid leave.
DISPATCH Article 6 On-Call (Standby) Duty	Article 6 On-Call (Standby) Duty The following procedures shall apply exclusively to On-Call Duty 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 Pay will be defined as one (1) hour of pay at the affected employee's hourly base rate of pay~~assigned based on schedules and availability~~. ~~1.~~2. Dispatchers On-call will be assigned based on schedules and availability. ~~2.~~3. 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,~~activities which might~~y~~ impair their ability to safely perform assigned duties or render Employee unable to respond upon Call-Out. ~~3.~~4. Dispatchers shall be available by phone and shall respond to the phone call and arrive at the worksite as directed. ~~4.~~5. 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.~~6. 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 and forfeit all Standby Pay for that 24-hour period. ~~6.~~7. 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.~~8. 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.~~9. 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

Subject	Tentative Agreement
	11:59 pm Friday) will receive ~~tw~~four (~~42~~) hours of On-Call Pay per day for the duration of this contract term until June 30, 2027, at which time On-Call Pay under this section will revert to two (2) hours per day~~at the employee's regular rate of pay~~. ~~9.~~10. 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.~~11. Dispatchers scheduled for Holiday On-Call Duty (from 12:00 am to 11:59 pm on a recognized City Holiday) will receive nine~~six~~ (~~6~~9) hours of On-Call Pay per day~~at one and one-half (1-1/2) times the employee's regular rate of pay~~. ~~11.~~12. 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~~overtime 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~~ on overtime~~pay rate~~ or receive equivalent CTO, at the Employee's option. ~~12.~~13. 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 regular ~~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~~regular rate of pay.
DISPATCH Article 8 CTO	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~~this limit~~s~~ 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.

Subject	Tentative Agreement
	3. CTO Cash-Out. ~~Employees are allowed to cash-out a maximum of sixty (60) hours of CTO each January. The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each Employee's current CTO balance. Employees may make an irrevocable request for the upcoming calendar year January cash-out of accrued CTO by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form which must be in the calendar year preceding the January cash-out. With the exception of the November election, Employees may not elect cash-out of accrued CTO except upon leaving City Service. No CTO cash-out election will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.~~ Dispatch Employees may not cash out CTO except as authorized annually under Eligible paid Leave Cash-Out or upon leaving City Service. ~~4. Restoring Leave Caps.~~ ~~The parties agree that the previous contractually agreed upon leave caps shall be restored effective July 1, 2024. In order to effectuate this intent, the parties agree that the City will buy down any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2024. The parties agree that 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 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 cap and shall not be allowed to accrue over the cap from thereon. The parties understand that after buying down the excess accrued leave to the leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the 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.~~
DISPATCH Article 9 Vacation Leave	3. Vacation Leave Cash-Out. Dispatch Employees may not cash out Vacation Leave except as authorized annually under Eligible paid Leave Cash-Out or upon leaving City Service. ~~8. Restoring Leave Caps.~~ ~~The parties agree that the previous contractually agreed upon leave caps shall be restored effective July 1, 2024. In order to effectuate this intent, the parties agree that the City will buy down any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2024. The parties agree that 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 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 cap and shall not be allowed to accrue over the cap from thereon. The parties understand that after buying down the excess accrued leave to the leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the 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.~~

Subject	Tentative Agreement
DISPATCH Article 10 Eligible Paid Leve Cash-Out	Article 10 Eligible Paid Leave Cash-Out ~~As an alternative to CTO Cash-Out, e~~Dispatch Employees are allowed to elect to cash-out a maximum of sixty (60) hours of Eligible Paid Leave in ~~November~~December 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~~December 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.~~ For calendar year 2025 only, elections will be made for cash-out in in January 2026 and December 2026.
General Changes	Article and section numbers of the MOU were updated as appropriate, and other clean up occurred to correct typos or eliminate outdated language.

Incorporate the Following MOU Amendments

Subject	MOU Amendment(s)
SWORN Article 1 Longevity Pay	8. Sworn Officer Longevity Pay. Upon the completion of five (5) years of ~~continuous~~ full-time ~~City~~ sworn law enforcement 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~~ sworn law enforcement service shall be entitled to an additional three (3%) percent increase in compensation (for a total of six (6%) percent).

This Tentative Agreement shall be effective only upon adoption by the City Council of the City of Suisun City. Subject to the foregoing, this Tentative Agreement is hereby executed by the authorized representatives of the City and the Association.

CITY OF SUISUN CITY REPRESENTATIVES:

Aaron Slater, BCG Labor Negotiator

Christina Penland (Nov 8, 2025 10:04:54 PST)

Christina Penland, HR Administrator

Bret Prebula (Nov 10, 2025 09:12:14 PST)

Bret Prebula, City Manager

SCPOA REPRESENTATIVES:

Shaun A. Du Fosee, Labor Consultant SCPOA

Eric Vera (Nov 7, 2025 14:15:27 PST)

Eric Vera, SCPOA President

Tyler Camigi (Nov 7, 2025 19:28:16 PST)

Tyler Camigi, SCPOA Vice President

Haley Alexander (Nov 7, 2025 19:29:09 PST)

Haley Alexander, SCPOA Secretary

Approved as to form
Richards Watson Gershon

Patrick Enright (Nov 10, 2025 12:34:32 PST)

Patrick Enright, City Attorney

SCPOA Tentative Agreement (25-27) Summary Document

Final Audit Report 2025-11-10

Created:	2025-11-07
By:	Christina Penland (cpenland@suisun.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAm0RGCvRgkpNin5ll_yxLFYjprNa2g88y

"SCPOA Tentative Agreement (25-27) Summary Document" History

Document created by Christina Penland (cpenland@suisun.com)
2025-11-07 - 7:58:57 PM GMT- IP address: 50.204.66.138

Document emailed to Shaun Du Fosee (sdufosee@mastagni.com) for signature
2025-11-07 - 8:00:42 PM GMT

Email viewed by Shaun Du Fosee (sdufosee@mastagni.com)
2025-11-07 - 8:01:33 PM GMT- IP address: 104.47.73.126

Document e-signed by Shaun Du Fosee (sdufosee@mastagni.com)
Signature Date: 2025-11-07 - 8:02:13 PM GMT - Time Source: server- IP address: 104.28.238.135

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2025-11-07 - 8:02:15 PM GMT

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2025-11-07 - 10:14:22 PM GMT- IP address: 174.235.173.23

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2025-11-07 - 10:15:25 PM GMT- IP address: 174.235.173.23

Document e-signed by Eric Vera (evera@suisun.com)
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Document emailed to tcamigi@suisun.com for signature
2025-11-07 - 10:15:30 PM GMT

Email viewed by tcamigi@suisun.com
2025-11-08 - 3:27:08 AM GMT- IP address: 146.75.154.1

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Document e-signed by Tyler Camigi (tcamigi@suisun.com)
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Document emailed to halexander@suisun.com for signature
2025-11-08 - 3:28:18 AM GMT

Email viewed by halexander@suisun.com
2025-11-08 - 3:28:30 AM GMT- IP address: 50.204.66.138

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Document e-signed by Haley Alexander (halexander@suisun.com)
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Document emailed to Aaron Slater (aslater@beauchaineconsulting.com) for signature
2025-11-08 - 3:29:11 AM GMT

Email viewed by Aaron Slater (aslater@beauchaineconsulting.com)
2025-11-08 - 3:29:26 AM GMT- IP address: 74.125.210.32

Document e-signed by Aaron Slater (aslater@beauchaineconsulting.com)
Signature Date: 2025-11-08 - 3:30:06 AM GMT - Time Source: server- IP address: 129.222.52.192

Document emailed to Christina Penland (cpenland@suisun.com) for signature
2025-11-08 - 3:30:09 AM GMT

Email viewed by Christina Penland (cpenland@suisun.com)
2025-11-08 - 6:04:38 PM GMT- IP address: 174.194.200.7

Document e-signed by Christina Penland (cpenland@suisun.com)
Signature Date: 2025-11-08 - 6:04:54 PM GMT - Time Source: server- IP address: 174.194.200.7

Document emailed to Bret Prebula (bprebula@suisun.com) for signature
2025-11-08 - 6:04:55 PM GMT

Email viewed by Bret Prebula (bprebula@suisun.com)
2025-11-10 - 5:08:59 PM GMT- IP address: 104.47.64.254

Document e-signed by Bret Prebula (bprebula@suisun.com)
Signature Date: 2025-11-10 - 5:12:14 PM GMT - Time Source: server- IP address: 50.204.66.138

Document emailed to penright@rwglaw.com for signature
2025-11-10 - 5:12:16 PM GMT

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2025-11-10 - 5:35:53 PM GMT- IP address: 172.226.212.30

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2025-11-10 - 8:34:30 PM GMT- IP address: 38.99.206.170

Document e-signed by Patrick Enright (penright@rwglaw.com)

Signature Date: 2025-11-10 - 8:34:32 PM GMT - Time Source: server- IP address: 38.99.206.170

Agreement completed.

2025-11-10 - 8:34:32 PM GMT

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

July 1, 2025
through
June 30, 2027

Tentative Agreement Approved by City Council 11/18/2025
MOU Approved by City Council 11/18/2025

Table of Contents

Introduction 6

Article 1 Recognition 6
1. Job Classes Represented. 6
2. Temporary/Limited-Service Positions. 6
3. Reduction in Workforce. 6
4. Use of Reserve Police Officers. 7
5. Job Requirements. 7

Article 2 Management Rights and Responsibilities 7

Article 3 Support of Agreement 8

Article 4 Union Time 8
1. Negotiating Sessions. 8
2. Union Meetings. 8
3. New Employee Orientation & Contact Information. 8

Article 5 Personnel Rules and Regulations 9

Article 6 Compensation 9
1. Base Salary. 9
2. Acting Pay. 11~~10~~
3. Bilingual Pay. 11~~10~~
4. Nighttime Hours Differential. 11~~10~~
5. Court Appearances. 11
6. Call-Back Pay. 12~~11~~

Article 7 Holiday Leave ..... 13~~12~~
1. Holiday Leave Accrual. 13~~12~~
2. Holiday Leave Cash-Out. 14~~13~~

Article 8 Health and Welfare ..... 14~~13~~
1. Core Flex Plan. 14~~13~~
2. Flexible Benefit Options. 15~~13~~
3. Restrictions. 15~~13~~
4. Medical Insurance Benefits after Death While on Duty. 15~~13~~
5. Sick Leave Conversion to Fund Medical Premiums. 15~~13~~

Article 9 Retirement ..... 15~~14~~
1. Classic Miscellaneous Employee Benefits. 16~~14~~
2. Classic Safety Police Employee Benefits. 16~~14~~
3. PEPRA New Miscellaneous Employee Benefits. 17~~15~~
4. PEPRA New Safety Police Employee Benefits. 17~~15~~

Article 10 Life Insurance ..... 17~~15~~

Article 11 Supplemental Insurance ..... 17~~15~~

Article 12 Employee Assistance Program ..... 17~~16~~
Article 13 Workers' Compensation ..... 18~~16~~
Article 14 State Disability Insurance Coverage ..... 18~~16~~
1. State Disability Insurance. 18~~16~~
2. Payment of SDI Premiums. 18~~16~~
Article 15 Sick Leave and Other Leaves of Absence ..... 18~~16~~
Article 16 Light Duty ..... 18~~16~~
Article 17 Leave Of Absence Due To Injury Incurred While On Duty ..... 18~~17~~
Article 18 Payroll Status ..... 19~~17~~
1. Payroll Status. 19~~17~~
2. Continuation of City-Paid Insurance Premiums. 20~~18~~
3. Non-Payroll Status. 20~~18~~
Article 19 Workers' Comp/SDI Medical Leave ..... 20~~18~~
1. Employee Options Regarding SDI Medical Leave. 20~~18~~
2. Medical Leave While on Workers' Comp/SDI. 21~~19~~
3. How a Supplement is Treated. 21~~19~~
4. Paid Leave Accrual. 21~~19~~
5. Leave of Absence While on SDI. 22~~19~~
Article 20 Payroll Deduction ..... 22~~20~~
Article 21 Outside Employment ..... 22~~20~~
Article 22 Layoff and Reemployment ..... 23~~21~~
Article 23 General Provisions ..... 23~~21~~
1. Severability. 23~~21~~
2. Full Understanding. 23~~21~~
3. No Requirement to Meet and Confer. 23~~21~~
4. Reopeners. 24~~21~~
5. Savings Clause. 24~~22~~
6. No Strike/Lockout. 24~~22~~
7. Successor Agreement. 24~~22~~
8. Distribution of Agreement. 25~~22~~
9. Effective Date. 25~~23~~
APPENDIX A – SWORN LAW ENFORCEMENT EMPLOYEES ..... 26~~24~~
Article 1 Additional Compensation ..... 26~~24~~
1. Entry-Level Police Officer Probationary Period and Merit Increases. 26~~24~~
2. Lateral Police Officer and Police Sergeant Probationary Period and Merit Increases. 26~~24~~
3. POST Certificate Pay – Sworn Officers. 26~~24~~
4. Police Corporal Assignment Pay. 27~~25~~
5. Field Training Officer Assignment Pay. 27~~25~~
6. Officer-in-Charge Assignment Pay. 27~~25~~

7. Detective Assignment Pay. 27~~25~~
8. Sworn Officer Longevity Pay. 27~~25~~
9. Range Qualification. 27~~25~~

Article 2 Hours of Work ..... 27~~25~~
1. Workweek/Workday. 27~~25~~
2. Rest Periods. 28~~26~~
3. Exceptions to Mandatory Rest Period. 29~~27~~
4. Work Schedule. 29~~27~~
5. Meal Periods 30~~28~~
6. Flex Time. 30~~28~~

Article 3 Standby-by pay ..... 30~~28~~

Article 4 Overtime Pay ..... 31~~29~~

Article 5 Compensatory Time Off (CTO) ..... 31~~29~~
1. CTO Accumulation. 31~~29~~
2. Backfilling on CTO. 32~~30~~
3. Grant-Funded CTO. 32~~30~~
4. CTO Cash-Out. 32~~30~~

Article 6 Vacation Leave ..... 33~~30~~
1. Vacation Accrual. 33~~30~~
2. Maximum Accumulation. 33~~31~~
3. Vacation Cash-Out. 33~~31~~
4. Illness During Vacation. 34~~31~~
5. Upon Death. 34~~31~~

Article 7 Uniforms and Cleaning ..... 34~~31~~

Article 8 Soft Body Armor ..... 35~~32~~

Article 9 Vehicle Assignment ..... 35~~32~~

Article 10 Education and Reimbursement ..... 36~~33~~
1. Approval. 36~~33~~
2. Alternative Programs Available. 36~~33~~
3. Education Reimbursement for Pursuit of a Degree. 36~~33~~
4. Education Reimbursement for Job-Related Courses. 36~~34~~
5. Safety Education Loan Forgiveness (SELF) Program. 37~~34~~

Article 11 WELLNESS PAY ..... 38~~35~~

APPENDIX B – DISPATCH EMPLOYEES ..... 39~~36~~

Article 1 Probationary Period ..... 39~~36~~

Article 2 Performance Evaluations ..... 39~~36~~
1. Annual Performance Evaluation. 39~~36~~
2. Purpose. 39~~36~~
3. Procedure. 39~~36~~

Article 3 Merit Increases 3936

Article 4 Additional Compensation 4037
1. POST Certificate Pay – Dispatch Employees. 4037
2. Incentive Pay. 4037
3. Solo Dispatch Pay. 4037
4. Dispatch Employee Longevity Pay. 4037

Article 5 Hours of Work 4137
1. Attendance. 4137
2. Work Schedules. 4138
3. Conflict with FLSA. 4238
4. Breaks. 4239
5. Dispatch Schedule Meet and Confer. 4239

Article 6 On-Call (Standby) Duty 4239

Article 7 Overtime 4340
1. 5/40 Work Schedule. 4340
2. Alternative Work Schedules. 4441
3. Employee-Requested Flextime. 4441
4. Paid Leave Considered Hours Worked. 4441

Article 8 Compensatory Time Off (CTO) 4441
1. Overtime Credited as CTO. 4441
2. Above CTO Limit. 4441
3. CTO Cash-Out. 4541

Article 9 Vacation Leave 4541
1. Vacation Accrual. 4541
2. Maximum Accumulation. 4642
3. Vacation Leave Cash-Out. 4642
4. Holiday During Vacation. 4642
5. Illness During Vacation. 4642
6. Separation From Service. 4642
7. Upon Death. 4643

Article 10 Eligible Paid Leave Cash-Out 4743

Article 11 Uniforms and Uniform Allowances 4743

Article 12 Mileage Reimbursement 4843

Article 13 Reimbursement for Education or Training 4843
1. Approval. 4843
2. Reimbursement. 4844

Article 14 Grievance Procedure 4844

Article 15 Disciplinary Action 4844

Article 16 Contracting Out 4945

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

INTRODUCTION

This memorandum of understanding 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 full pay period in January 2026~~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 increased by a two and one-half percent (2.5%) COLA~~adjusted as follows:~~.

B. Effective the first full pay period in July 2026, the base wage rates set forth in the Citywide Salary Schedule shall be increased by a two and one-half percent (2.5%) COLA.

C. The City agrees to a reopener to discuss its ability to bring any member classifications to 90% of median under the following conditions:

1. The City's FY26 mid-year sales tax projection provided by HDL is at least four percent (4%) higher than budgeted Sales Tax for the same period.
2. Discussions commencing after March of 2026.

~~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

1. Holiday Leave Accrual.

A. 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 election.

B. Effective the first full pay period following the ratification date of this MOU by Council, in lieu of receiving Holiday Leave accruals for City recognized holidays equivalent to 5.38% of the hourly base rate of pay, the parties agree to the following for Sworn personnel only:

1. Holiday In-Lieu Pay shall be paid each pay period at the rate of two percent (2%) of the hourly base rate of pay.
2. Holiday Leave shall be drawn down first until the leave bank is exhausted (except when leave requests qualify as Sick Leave).
3. No cash out of Holiday Leave permitted.
~~1.~~4. The base wage rates set forth in the Citywide Salary Schedule shall be increased by two and one-half percent (2.5%).

2. Holiday Leave 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.~~ Dispatch Employees may not cash out Holiday Leave except as authorized annually under Eligible Paid Leave Cash-Out or upon leaving City Service. Effective with the 2025 cash-out election, Sworn Employees may not cash out Holiday Leave.

~~3. Restoring Leave Caps.~~

~~The parties agree that the previous contractually agreed upon leave caps shall be restored effective July 1, 2024. In order to effectuate this intent, the parties agree that the City will buy down any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2024. The parties agree that 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 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 cap and shall not be allowed to accrue over the cap from thereon. The parties understand that after buying down the excess accrued leave to the leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the 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 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 that 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.~~5. 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 pay for unused Sick Leave will be deducted from accumulated Sick Leave hours prior to calculating ~~the amount reported for~~ CalPERS retirement service credit ~~in~~ pursuant to ~~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. Effective October 1, 2021, ~~A~~all miscellaneous employees covered by this MOU ~~will~~ received 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~~.

~~C.~~D. As soon as practicable after CalPERS approval, the City shall pay 100% of the Classic Miscellaneous Employee contribution in exchange for Classic Miscellaneous Employees paying seven percent (7%) Cost-Share of the employer's contribution. The Employer-Paid Member Contributions (EPMC) will be reported as "Special Compensation." If permitted under Internal Revenue Code section 414(h)(2), employee contributions required by, and paid by, the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.

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. Effective October 1, 2021, all Classic Police Safety Employees ~~will~~ received an increase to their base hourly rate of 5.5 percent in exchange for Classic Police Safety members paying the full employee contribution along with PEPRA employees ~~as soon as practicable after CalPERS approval of the EPMC change~~.

D. As soon as practicable after CalPERS approval, the City shall pay 100% of the Classic Police Safety employee contribution, nine percent (9%), in exchange for Classic Police Safety employees paying nine percent (9%) Cost-Share of the employer's contribution. The Employer-Paid Member Contributions (EPMC) will be reported as "Special Compensation". If permitted under Internal Revenue Code section 414(h)(2), employee contributions required by, and paid by, the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.

3. PEPRA New Miscellaneous Employee Benefits.

The City agrees to provide 2.0% at 62 PERS Retirement Plan calculated using the highest average annual compensation earned during any consecutive 36-month (3-year) period of City employment 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 calculated using the highest average annual compensation earned during any consecutive 36-month (3-year) period of City employment 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~~contracts for voluntary supplemental insurance benefits ~~which may be paid through~~administered by City payroll deductions. It shall be agreed that the City may choose different supplemental insurance providers from time to time as needed to provide such voluntary benefits in the best 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 AND OTHER LEAVES OF ABSENCE

Rules regarding Sick Leave are set forth in Section 10.1 of the Personnel Rules. Employees off work on a ~~protected~~ leave of absence~~status~~ shall be required to use available accrued paid leave prior to going leave without pay, except when also receiving SDI. 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, on 4850 leave.

~~D.~~E. Off work due to an injury or illness covered under Workers' Compensation, receiving TTD benefits and fully integrating leave accruals.

~~E.~~F. Off work due to an injury or illness covered under State Disability Insurance, and fully integrating leave accruals.

~~F.~~G. Off work while on an approved leave of absence covered under the Family and Medical Leave Act (FMLA).

~~G.~~H. Off work while on an approved leave of absence covered under the California Family Rights Act (CFRA).

~~H.~~I. 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 if permissible by the plan.

B. An Employee off work on Workers' Compensation, who has exhausted 4850 leave, and who has insufficient accrued paid leave balances to create the equivalent of at least a thirty (30) hour or greater workweek while on Temporary Total Disability (TTD), 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 if permissible by the plan.

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. This option does not apply to Sworn personnel who do not participate in the State SDI program.

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.~~Applying for disability insurance benefits and not integrating accrued paid leaves with the SDI benefits. If this option is selected, the Employee shall stipulate on their Requests for Leave (RFL) that they do not wish to integrate leave accruals with SDI benefits. This option does not apply to Sworn personnel who do not participate in the state SDI program.

D. The amount of supplement for any hour of any normal ~~W~~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~~2025 through and including June 30, ~~2025~~2027. Either Party may serve upon the other its written request to commence negotiations for such successor Agreement as early as February 1, ~~2025~~2027. 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~~2027.

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~~2025.

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

APPENDIX A – SWORN LAW ENFORCEMENT EMPLOYEES

ARTICLE 1 ADDITIONAL COMPENSATION

1. Entry-Level Police Officer Probationary Period and 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 Probationary Period and 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~~ sworn law enforcement 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~~ sworn law enforcement 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. <u>CTO Accumulation.</u>

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 supervisor~~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 in 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.

Sworn Employees are allowed to cash~~-~~out a maximum of sixty (60) hours of CTO as accrued by December~~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 December ~~January~~ cash-out. With the exception of the December~~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.~~ For calendar year 2025 only, elections will be made for cash-out in in January 2026 and December 2026.

~~5. Restoring Leave Caps.~~

~~The parties agree that the previous contractually agreed upon leave caps shall be restored effective July 1, 2024. In order to effectuate this intent, the parties agree that the City will buy down any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2024. The parties agree that 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 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 cap and shall not be allowed to accrue over the cap from thereon. The parties understand that after buying down the excess accrued leave to the leave cap that it is likely in the first few payroll periods following that event that employees will~~

~~exceed the caps again, so the parties have negotiated the 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 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~~160.0 hours per year (~~5.54~~6.15 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~~184.0 hours per year (~~6.15~~7.08 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.

Sworn Employees may not cash~~-~~out Vacation Leave except upon leaving City Service or ~~-~~during the annual December~~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 December~~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.~~ For calendar year 2025 only, elections will be made for cash-out in in January 2026 and December 2026.

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.

~~6. Restoring Leave Caps.~~

~~The parties agree that the previous contractually agreed upon leave caps shall be restored effective July 1, 2024. In order to effectuate this intent, the parties agree that the City will buy down any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2024. The parties agree that 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 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 cap and shall not be allowed to accrue over the cap from thereon. The parties understand that after buying down the excess accrued leave to the leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the 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 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 e~~Employees may access any and all ~~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, from a regionally accredited, degree-granting institution, 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 FITNEESS PROGRAM~~WELLNESS PAY

~~Upon approval of the Police Chief, Employees~~Sworn Officers ~~may~~shall receive an annual physical fitness allowance of two-hundred fifty dollars (~~up to~~ $250) to promote wellness~~of the employee education reimbursement~~. This includes, but is not limited to, ~~be used toward fifty (50%) percent of~~ the cost of a health club membership or other ~~approved~~ physical fitness training, the purchase of physical fitness equipment, or medical exams or treatments designed to improve overall employee health. The Physical Fitness allowance will be paid on the regular paychecks on a pro-rata basis, equally divided across each of the 26 pay periods~~checks~~. The City and the Association agree that this form of pay does not qualify as special compensation per Title 2 Section 571 or 571.1 and therefore is not pensionable. ~~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 overall 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. ~~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, the flex change does not incur overtime for the Employee, 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 Duty 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 Pay will be defined as one (1) hour of pay at the affected employee's hourly base rate of pay~~assigned based on schedules and availability~~.

~~1.~~2. Dispatchers On-call will be assigned based on schedules and availability.

~~2.~~3. 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,~~activities which might~~ay~~ impair their ability to safely perform assigned duties or render Employee unable to respond upon Call-Out.

~~3.~~4. Dispatchers shall be available by phone and shall respond to the phone call and arrive at the worksite as directed.

~~4.~~5. 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.~~6. 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 and forfeit all Standby Pay for that 24-hour period.

~~6.~~7. 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.~~8. 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.~~9. 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 ~~tw~~four (~~4~~2) hours of On-Call Pay per day for the duration of this contract term until June 30, 2027, at which time On-Call Pay under this section will revert to two (2) hours per day~~at the employee's regular rate of pay~~.

~~9.~~10. 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.~~11. Dispatchers scheduled for Holiday On-Call Duty (from 12:00 am to 11:59 pm on a recognized City Holiday) will receive nine~~six~~ (~~6~~9) hours of On-Call Pay per day~~ at one and one half (1 1/2) times the employee's regular rate of pay~~.

~~11.~~12. 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~~overtime 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~~ on overtime~~pay rate~~ or receive equivalent CTO, at the Employee's option.

~~12.~~13. 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 regular ~~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~~regular rate of pay.

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

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

~~4. Restoring Leave Caps.~~

~~The parties agree that the previous contractually agreed upon leave caps shall be restored effective July 1, 2024. In order to effectuate this intent, the parties agree that the City will buy down any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2024. The parties agree that 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 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 cap and shall not be allowed to accrue over the cap from thereon. The parties understand that after buying down the excess accrued leave to the leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the 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 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.

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

4. Holiday During Vacation.

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

5. Illness During Vacation.

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

6. Separation From Service.

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

7. Upon Death.

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

~~8. Restoring Leave Caps.~~

~~The parties agree that the previous contractually agreed upon leave caps shall be restored effective July 1, 2024. In order to effectuate this intent, the parties agree that the City will buy down any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2024. The parties agree that 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 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 cap and shall not be allowed to accrue over the cap from thereon. The parties understand that after buying down the excess accrued leave to the leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the 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 10 ELIGIBLE PAID LEAVE CASH-OUT

~~As an alternative to CTO Cash-Out, e~~Dispatch Employees are allowed to elect to cash-out a maximum of sixty (60) hours of Eligible Paid Leave in ~~November~~December 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~~December 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.~~ For calendar year 2025 only, elections will be made for cash-out in in January 2026 and December 2026.

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, 2025 THROUGH JUNE 30, 2027

CITY OF SUISUN CITY REPRESENTATIVES:

_____
Aaron Slater, BCG Labor Negotiator

_____
Christina Penland, HR Administrator

_____
Bret Prebula, City Manager

Approved as to form
Richards Watson Gershon

_____
Patrick Enright, City Attorney

SCPOA REPRESENTATIVES:

_____
Shaun A. Du Fosee, Labor Consultant SCPOA

_____
Eric Vera, SCPOA President

_____
Tyler Camigi, SCPOA Vice President

_____
Haley Alexander, SCPOA Secretary

AGENDA ITEM NO. 8.

AGENDA TRANSMITTAL

MEETING DATE: November 18, 2025

AGENDA ITEM: Council Adoption of Resolution No. 2025-__ Amending the Citywide Salary Schedule to Reflect Base Wage Adjustments Implemented Under Successor Memoranda of Understandings for Employees Represented by the SCMPEA, SCPOA and SCPFA

FISCAL IMPACT: There is no additional cost associated with approving the updated Citywide Salary Schedule, as the underlying wage adjustments have already been adopted through the respective MOU approval actions.

STRATEGIC PLAN: Provide Good Governance. Approval of the updated salary schedule ensures compliance with CalPERS and maintains transparency in City compensation practices.

BACKGROUND: The City Council recently approved successor MOUs with three of the City's bargaining units as follows:

- SCPFA: Approved on October 21, 2025
- SCMPEA and SCPOA: Scheduled for approval on November 18, 2025

Each agreement includes negotiated base wage adjustments, which were separately adopted through individual resolutions. The City's comprehensive salary schedule must now be updated to incorporate these adjustments in accordance with CalPERS requirements.

STAFF REPORT: The updated Citywide Salary Schedule reflects the following changes previously authorized by the City Council:

- SCMPEA: Market-based base wage adjustments to 90% of the market median for classifications more than 89% below the median, effective October 10, 2025.
- SCPOA: A 2.5% base wage adjustment for sworn personnel, effective November 21, 2025, in exchange for the elimination of holiday leave accruals.
- SCPFA: Elimination of the ARPA salary range for the Fire Engineer classification, standardizing it with the rest of the bargaining unit.

Approval of the attached Citywide Salary Schedule is an administrative formality to ensure compliance with CalPERS regulations requiring a publicly available pay schedule that reflects all current authorized pay rates.

It is recommended that the City Council adopt the attached resolution approving the Citywide Salary Schedule to reflect base wage adjustments authorized by City Council through the successor Memoranda of Understanding (MOUs) for the employees represented by SCMPEA, SCPOA, and SCPFA.

STAFF RECOMMENDATION: Staff recommends adoption of Resolution No. 2025-__ approving

the updated Citywide Salary Schedule to reflect current approved base wages for all employees represented by the SCMPEA, SCPOA and SCPFA.

DOCUMENTS ATTACHED:

1. Resolution No. 2025-___ - Amending the Citywide Salary Schedule to Reflect Base Wage Adjustments Implemented Under Successor Memoranda of Understandings for Employees Represented by the Represented by the SCMPEA, SCPOA and SCPFA
    a. Citywide Salary Schedule

PREPARED BY: Christina Penland, Human Resources Administrator
REVIEWED BY: Lakhwinder Deol, Finance Director
APPROVED BY: Bret Prebula, City Manager

ATTACHMENTS:

1. Resolution - Citywide Salary Schedule Implementing SCMPEA, SCPOA and SCPFA MOUs 2025-27
1a. Citywide Salary Schedule (SCMPEA, POA, PFA MOUs 2025-27

.

RESOLUTION NO. 2025-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY APPROVING THE CITYWIDE SALARY SCHEDULE TO REFLECT BASE WAGE ADJUSTMENTS IMPLEMENTD UNDER SUCCESSOR MEMORANDA OF UNDERSTANDINGS FOR EMPLOYEES REPRESENTED BY THE SCMPEA, SCPOA AND SCPFA.

WHEREAS, all employers must comply with the compensation earnable and publicly available pay schedule provisions contained within California Government Code (CG) section 20636(d) and California Code of Regulations (CCR) section 570.5; and

WHEREAS, it is necessary for the City Council to review, approve, and adopt a publicly available pay schedule in accordance with the requirements of applicable public meeting laws; and

WHEREAS, attached to this resolution and incorporated by reference is the City's comprehensive salary schedule, which will be made publicly available on the City's external website and provided upon request; and

WHEREAS, the City Council previously approved successor Memoranda of Understanding with the Suisun City Professional Firefighters Association (SCPFA) on October 21, 2025, and with the Suisun City Management and Professional Employees Association (SCMPEA) and the Suisun City Police Officers' Association (SCPOA) on November 18, 2025; and

WHEREAS, those agreements included base wage adjustments as follows:

- Market-based adjustments to 90% of the market median for SCMPEA classifications more than 89% below the median, effective October 10, 2025;
- A 2.5% base wage adjustment for sworn SCPOA personnel effective November 21, 2025, in exchange for the elimination of holiday leave accruals; and
- Elimination of the ARPA salary range for the Fire Engineer classification represented by the SCPFA.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY AS FOLLOWS:

1. The Citywide Salary Schedule attached hereto is approved and adopted as of November 18, 2025, and

2. The City Manager or designee is authorized and directed to implement the salary adjustments as follows:

    a. The wage adjustments for SCMPEA employees are effective October 10, 2025; and

    b. The wage adjustments for SCPOA employees are effective November 21, 2025.

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 November 2025, by the following vote:

AYES:	Councilmembers:	_____
NOES:	Councilmembers:	_____
ABSENT:	Councilmembers:	_____
ABSTAIN:	Councilmembers:	_____

WITNESS my hand and the seal of said City this 18th day of November 2025.

_____
Anita Skinner
City Clerk

Attachment:

1. Citywide Salary Schedule

City of Suisun City
Salary Schedule
Resolution Date: 11/18/2025

		Hourly					Monthly Average					
Job Class	**Range**	**A**	**B**	**C**	**D**	**E**	**Starting**	**Ending**	**Effective Date**	**B.U.**	**B.G.**	**FLSA OT**
Account Clerk I (F)	268	$24.34	$25.56	$26.83	$28.17	$29.58	$4,219	$5,128	06/06/25	SCEA	SCEA	
Account Clerk II (F)	291	$26.77	$28.11	$29.52	$30.99	$32.54	$4,641	$5,641	06/06/25	SCEA	SCEA	
Account Clerk III	313	$29.45	$30.92	$32.47	$34.09	$35.80	$5,105	$6,205	06/06/25	SCEA	SCEA	
Accountant	362	$36.57	$38.40	$40.32	$42.33	$44.45	$6,339	$7,705	06/06/25	SCMPEA	SCMPEA	Exempt
Accounting Technician	332	$32.13	$33.73	$35.42	$37.19	$39.05	$5,569	$6,769	06/06/25	SCEA	SCEA	
Administrative Assistant I (F)	285	$25.97	$27.26	$28.63	$30.06	$31.56	$4,501	$5,471	06/06/25	SCEA	SCEA	
Administrative Assistant II (F)	307	$28.56	$29.99	$31.49	$33.06	$34.72	$4,951	$6,018	06/06/25	SCEA	SCEA	
Administrative Technician	327	$31.42	$32.99	$34.64	$36.37	$38.19	$5,446	$6,619	06/06/25	SCEA	SCEA	
Assistant Engineer (F)	389	$41.78	$43.87	$46.06	$48.37	$50.78	$7,242	$8,802	06/06/25	SCMPEA	SCMPEA	Exempt
Assistant Planner (F)	361	$36.42	$38.24	$40.15	$42.16	$44.27	$6,313	$7,674	06/06/25	SCMPEA	SCMPEA	Exempt
Associate Engineer (F)	409	$45.96	$48.26	$50.67	$53.20	$55.86	$7,966	$9,683	06/06/25	SCMPEA	SCMPEA	Exempt
Associate Planner (F)	380	$40.06	$42.07	$44.17	$46.38	$48.70	$6,944	$8,441	06/06/25	SCMPEA	SCMPEA	Exempt
Background Investigator	391	-	-	-	-	$49.92	-	-	12/24/21	Temp/PT	Temp/PT	
Battalion Chief (2912 annual hours)	375	$38.92	$40.87	$42.91	$45.06	$47.31	$9,445	$11,481	06/06/25	Unrep	SCPFA	
Building Inspection Services Manager	421	$49.72	$52.21	$54.82	$57.56	$60.44	$8,618	$10,475	10/10/25	SCMPEA	SCMPEA	Exempt
Building Inspector I (F)	320	$30.37	$31.88	$33.48	$35.15	$36.91	$5,264	$6,398	06/06/25	SCEA	SCEA	
Building Inspector II (F)	341	$33.40	$35.07	$36.83	$38.67	$40.60	$5,790	$7,038	06/06/25	SCEA	SCEA	
Building Maintenance Worker I (F)	272	$24.81	$26.05	$27.36	$28.72	$30.16	$4,301	$5,228	06/06/25	SCEA	SCEA	
Building Maintenance Worker II (F)	296	$27.29	$28.66	$30.09	$31.60	$33.18	$4,731	$5,751	06/06/25	SCEA	SCEA	
Chief Building Official	469	$62.86	$66.00	$69.30	$72.77	$76.41	$10,896	$13,244	06/06/25	Unrep	SCMPEA	Exempt
City Engineer	480	$67.41	$70.78	$74.32	$78.04	$81.94	$11,685	$14,203	09/26/25	Unrep	SCMPEA	Exempt
City Manager	595	$129.31	-	-	-	$137.98	$22,413	$23,917	09/26/25	EM Plan	EM	Exempt
Code Enforcement Officer I (F)	310	$28.98	$30.43	$31.95	$33.55	$35.23	$5,024	$6,106	06/06/25	SCEA	SCEA	
Code Enforcement Officer II (F)	330	$31.88	$33.48	$35.15	$36.91	$38.75	$5,526	$6,717	06/06/25	SCEA	SCEA	
Community Services Officer I (F)	284	$25.84	$27.13	$28.49	$29.91	$31.41	$4,479	$5,444	06/06/25	SCEA	SCEA	
Community Services Officer II (F)	305	$28.42	$29.85	$31.34	$32.90	$34.55	$4,927	$5,989	06/06/25	SCEA	SCEA	
Computer Systems Specialist	222	$20.02	$21.02	$22.08	$23.18	$24.34	-	-	07/21/23	Temp/PT	Temp/PT	
Computer Technician	358	$35.96	$37.76	$39.65	$41.63	$43.71	$6,234	$7,577	06/06/25	SCEA	SCEA	
Deputy City Clerk (C)	376	$39.22	$41.18	$43.24	$45.40	$47.67	$6,797	$8,262	10/10/25	Confidential	SCMPEA	Exempt
Deputy City Manager	543	$89.19	$93.65	$98.33	$103.25	$108.41	$15,460	$18,792	07/04/25	EM Plan	EM	Exempt
Deputy Fire Chief	471	$63.97	$67.17	$70.53	$74.06	$77.76	$11,089	$13,478	10/10/25	SCMPEA	SCMPEA	Exempt
Development Services Director	505	$77.13	$80.99	$85.04	$89.29	$93.75	$13,370	$16,251	09/26/25	EM Plan	EM	Exempt
Economic Development Consultant	441	-	-	-	-	$65.00	-	-	12/24/21	Temp/PT	Temp/PT	
Finance Director	505	$77.13	$80.99	$85.04	$89.29	$93.75	$13,370	$16,251	09/26/25	EM Plan	EM	Exempt
Finance Manager	448	$55.66	$58.44	$61.36	$64.43	$67.65	$9,647	$11,726	10/10/25	SCMPEA	SCMPEA	Exempt
Financial Services Specialist	222	$20.02	$21.02	$22.08	$23.18	$24.34	-	-	07/21/23	Temp/PT	Temp/PT	
Fire Captain (2,912 annual hours)	350	$35.38	$37.15	$39.01	$40.96	$43.01	$8,587	$10,437	06/06/25	SCPFA	SCPFA	
Fire Chief	514	$85.81	$90.10	$94.60	$99.33	$104.30	$14,873	$18,078	09/26/25	EM Plan	EM	Exempt
Fire Engineer (2912 annual hours)	333	$32.17	$33.78	$35.46	$37.24	$39.10	$7,806	$9,488	06/06/25	SCPFA	SCPFA	
Fire Marshal	454	$58.13	$61.04	$64.09	$67.30	$70.66	$10,077	$12,248	10/10/25	SCMPEA	SCMPEA	Exempt
Firefighter (2912 annual hours)	292	$26.81	$28.15	$29.55	$31.03	$32.58	$6,505	$7,907	06/06/25	SCPFA	SCPFA	
Fleet Mechanic	288	$26.41	$27.73	$29.11	$30.57	$32.10	$4,577	$5,564	06/06/25	SCEA	SCEA	

(C) Denotes Confidential Class
(F) Denotes a Flexibly Staffed Classification
** City Manager's Salary is set by Contract

B.U. Bargaining Unit
B.G. Benefits Group

		Hourly					Monthly Average					
Job Class	Range	A	B	C	D	E	Starting	Ending	Effective Date	B.U.	B.G.	FLSA OT
Housing Programs Manager	420	$49.52	$52.00	$54.60	$57.32	$60.19	$8,583	$10,433	10/10/25	SCMPEA	SCMPEA	Exempt
Housing Specialist I (F)	306	$28.47	$29.90	$31.39	$32.96	$34.61	$4,935	$5,999	06/06/25	SCEA	SCEA	
Housing Specialist II (F)	326	$31.32	$32.89	$34.53	$36.26	$38.07	$5,429	$6,599	06/06/25	SCEA	SCEA	
Human Resources Administrator	505	$77.13	$80.99	$85.04	$89.29	$93.75	$13,370	$16,251	09/26/25	EM Plan	EM	Exempt
Human Resources Specialist	222	$20.02	$21.02	$22.08	$23.18	$24.34	$3,471	$4,219	07/21/23	Temp/PT	Temp/PT	
Human Resources Technician I (F/C)	311	$29.21	$30.67	$32.20	$33.81	$35.50	$5,062	$6,153	06/06/25	Confidential	SCEA	
Human Resources Technician II (F/C)	332	$32.13	$33.73	$35.42	$37.19	$39.05	$5,569	$6,769	06/06/25	Confidential	SCEA	
IT Director	505	$77.13	$80.99	$85.04	$89.29	$93.75	$13,370	$16,251	09/26/25	EM Plan	EM	Exempt
IT Services Manager	460	$59.85	$62.84	$65.98	$69.28	$72.74	$10,374	$12,609	10/10/25	SCMPEA	SCMPEA	Exempt
Maintenance Worker I (F)	300	$27.84	$29.24	$30.70	$32.23	$33.84	$4,826	$5,866	06/06/25	SCEA	SCEA	
Maintenance Worker II (F)	322	$30.63	$32.16	$33.77	$35.46	$37.23	$5,309	$6,453	06/06/25	SCEA	SCEA	
Management Analyst I (F)	361	$36.42	$38.24	$40.15	$42.16	$44.27	$6,313	$7,674	06/06/25	SCMPEA	SCMPEA	Exempt
Management Analyst II (F)	380	$40.06	$42.07	$44.17	$46.38	$48.70	$6,944	$8,441	06/06/25	SCMPEA	SCMPEA	Exempt
Marketing Manager	390	$42.06	$44.16	$46.37	$48.68	$51.12	$7,290	$8,861	10/10/25	SCMPEA	SCMPEA	Exempt
Office Assistant	263	$23.80	$24.99	$26.24	$27.55	$28.93	$4,126	$5,015	06/06/25	SCEA	SCEA	
Permit Technician I (F)	303	$28.17	$29.58	$31.06	$32.61	$34.24	$4,883	$5,935	06/06/25	SCEA	SCEA	
Permit Technician II (F)	324	$30.99	$32.54	$34.16	$35.87	$37.67	$5,371	$6,529	06/06/25	SCEA	SCEA	
Planning Specialist	222	$20.02	$21.02	$22.08	$23.18	$24.34	-	-	07/21/23	Temp/PT	Temp/PT	
Police Chief	547	$93.41	$98.08	$102.98	$108.13	$113.54	$16,190	$19,679	09/26/25	EM Plan	EM	Exempt
Police Commander	498	$73.88	$77.57	$81.45	$85.53	$89.80	$12,806	$15,566	10/10/25	SCMPEA	SCMPEA	Exempt
Police Evidence and Property Technician I (F)	284	$25.84	$27.13	$28.49	$29.91	$31.41	$4,479	$5,444	06/06/25	SCEA	SCEA	
Police Evidence and Property Technician II (F)	305	$28.42	$29.85	$31.34	$32.90	$34.55	$4,927	$5,989	06/06/25	SCEA	SCEA	
Police Officer (F)	413	$47.50	$49.87	$52.37	$54.98	$57.73	$8,233	$10,007	11/21/25	SCPOA	SCPOA	
Police Officer Trainee (F)	276	-	-	-	$28.63	$30.06	-	-	12/24/21	Temp/PT	Temp/PT	
Police Sergeant	460	$59.85	$62.84	$65.98	$69.28	$72.74	$10,374	$12,609	11/21/25	SCPOA	SCPOA	
Police Support Services Manager	450	$56.70	$59.53	$62.51	$65.63	$68.91	$9,827	$11,945	06/06/25	SCMPEA	SCMPEA	Exempt
Principal Planner	433	$52.88	$55.53	$58.30	$61.22	$64.28	$9,167	$11,142	06/06/25	SCMPEA	SCMPEA	Exempt
Project Manager	416	$48.50	$50.93	$53.47	$56.15	$58.95	$8,407	$10,219	10/10/25	SCMPEA	SCMPEA	Exempt
Public Safety Dispatch/Police Records Supervisor	410	$46.78	$49.12	$51.58	$54.16	$56.87	$8,109	$9,857	06/06/25	SCPOA	SCPOA	
Public Safety Dispatcher I (F)	349	$35.15	$36.91	$38.75	$40.69	$42.72	$6,093	$7,406	06/06/25	SCPOA	SCPOA	
Public Safety Dispatcher II (F)	373	$38.66	$40.60	$42.63	$44.76	$47.00	$6,702	$8,146	06/06/25	SCPOA	SCPOA	
Public Works Director/City Engineer	514	$85.81	$90.10	$94.60	$99.33	$104.30	$14,873	$18,078	09/26/25	EM Plan	EM	Exempt
Public Works Inspector	351	$34.74	$36.48	$38.30	$40.22	$42.23	$6,022	$7,320	06/06/25	SCEA	SCEA	
Public Works Specialist	222	$20.02	$21.02	$22.08	$23.18	$24.34	-	-	07/21/23	Temp/PT	Temp/PT	
Public Works Superintendent	447	$55.29	$58.05	$60.95	$64.00	$67.20	$9,583	$11,648	10/10/25	SCMPEA	SCMPEA	Exempt
Public Works Supervisor	380	$40.06	$42.07	$44.17	$46.38	$48.70	$6,944	$8,441	10/10/25	SCMPEA	SCMPEA	Exempt
Recreation Coordinator	302	$28.07	$29.47	$30.94	$32.49	$34.12	$4,865	$5,913	06/06/25	SCEA	SCEA	
Recreation Manager	412	$47.22	$49.58	$52.06	$54.66	$57.39	$8,184	$9,948	10/10/25	SCMPEA	SCMPEA	Exempt
Recreation Specialist I (F)	200	$18.00	$18.54	$19.10	$19.67	$20.26	-	-	07/21/23	Temp/PT	Temp/PT	
Recreation Specialist II (F)	220	$19.80	$20.39	$21.01	$21.64	$22.29	-	-	07/21/23	Temp/PT	Temp/PT	
Recreation Specialist III (F)	250	$21.78	$22.43	$23.11	$23.80	$24.51	-	-	07/21/23	Temp/PT	Temp/PT	
Recreation Supervisor	348	$35.33	$37.10	$38.95	$40.90	$42.94	$6,124	$7,444	10/10/25	SCMPEA	SCMPEA	Exempt
Recreation, Parks & Marina Director	505	$77.13	$80.99	$85.04	$89.29	$93.75	$13,370	$16,251	09/26/25	EM Plan	EM	Exempt
Senior Accountant	390	$42.06	$44.16	$46.37	$48.68	$51.12	$7,290	$8,861	06/06/25	SCMPEA	SCMPEA	Exempt
Senior Associate Engineer (F)	425	$50.55	$53.08	$55.74	$58.52	$61.45	$8,763	$10,651	06/06/25	SCMPEA	SCMPEA	Exempt
Senior Building Inspector	397	$43.58	$45.75	$48.04	$50.44	$52.97	$7,553	$9,181	10/10/25	SCMPEA	SCMPEA	Exempt

(C) Denotes Confidential Class
(F) Denotes a Flexibly Staffed Classification
** City Manager's Salary is set by Contract

B.U. Bargaining Unit
B.G. Benefits Group

		Hourly					Monthly Average					
Job Class	Range	A	B	C	D	E	Starting	Ending	Effective Date	B.U.	B.G.	FLSA OT
Senior Maintenance Worker	344	$33.69	$35.37	$37.14	$39.00	$40.95	$5,840	$7,098	06/06/25	SCEA	SCEA	
Senior Management Analyst	400	$44.07	$46.27	$48.59	$51.02	$53.57	$7,639	$9,285	06/06/25	SCMPEA	SCMPEA	Exempt
Senior Planner	400	$44.07	$46.27	$48.59	$51.02	$53.57	$7,639	$9,285	06/06/25	SCMPEA	SCMPEA	Exempt
Senior Public Safety Dispatcher	395	$42.53	$44.66	$46.89	$49.24	$51.70	$7,372	$8,961	06/06/25	SCPOA	SCPOA	
Youth Services Specialist	356	$35.53	$37.31	$39.17	$41.13	$43.19	$6,159	$7,486	06/06/25	SCEA	SCEA	

(C) Denotes Confidential Class
(F) Denotes a Flexibly Staffed Classification
** City Manager's Salary is set by Contract

B.U. Bargaining Unit
B.G. Benefits Group

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AGENDA ITEM NO. 9.

AGENDA TRANSMITTAL

MEETING DATE: November 18, 2025

AGENDA ITEM: Council Adoption of Resolution No. 2025-___ Declaring Assessor's Parcel Numbers (APNs) 0032-141-170 and 0032-141-180 Exempt Surplus Lands Under the Surplus Land Act (SLA) (Government Code sections 54220 et seq.).

FISCAL IMPACT: Direct costs for undergoing the sale of the Properties involve an appraisal(s) and traditional real estate broker services, which will be offset by any proceeds received from the sale of the Properties. The exact final costs for these services are not known given the complexity and unknown factors that can occur when negotiating under the SLA process.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND: The City of Suisun City (City) requests to pursue the potential sale of two surface lot properties owned by the City (Properties), as shown in **Table 1**, **Proposed Surplus Land**. As part of the disposition process, the City is required to comply with the Surplus Land Act (SLA). The first step to explore other uses and the potential sale of the Site is initiating the Surplus Land Act process by declaring the properties as "exempt surplus properties."

As shown in **Attachment 2, SLA Property Locations,** the City of Suisun City (City) owns real property located in the City of Suisun City (APNs 0032-141-170 and 0032-141-180), consisting of approximately 0.26 and 0.37 acres, located on the block between Main Street and Kellogg Street, and Solano Street and Morgan Street.

On October 9, 2019, Governor Newsom signed Assembly Bill (AB) 1486. Assembly Bill 1486, which amended the Surplus Land Act ("SLA"), effective January 1, 2020, changed the existing, long-standing definition of "surplus land"; providing that land no longer necessary for a local agency's use shall be declared either "surplus land" or "exempt surplus land" before taking any action to sell or lease land. To that end, AB 1486 also added a new limitation providing that an "agency's use" "shall not include commercial or industrial uses or activities, including nongovernmental retail, entertainment, or office development," or "property disposed of for the sole purpose of investment or generation or revenue." AB 1486 further prohibits a city from negotiating any disposition of property prior to compliance with the procedural requirements of the SLA.

On October 11, 2023, the Governor signed Assembly Bill 480 ("AB 480") and Senate Bill 747 ("SB 747") into law, which further clarify provisions of the Surplus Land Act. AB 480 and SB 747, which became effective on January 1, 2024, generally provide some increased flexibility as it pertains to the lease of public agency land, expands the definition of exempt surplus land, and the methodology for assessment of penalties for non-compliance (e.g. fair market value or sales price, whichever is greater).

Assembly Bill 480 ("AB 480") and Senate Bill 747 ("SB 747"), which became effective on January 1, 2024, further clarified the definition of "exempt surplus land" under the Surplus Land Act, including section 54221(f)(1)(B) which states that "Surplus land that is less than one-half acre in area and is not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-

income housing purposes."

Government Code Section 54221(b)(4) also exempts "a local agency, in specified instances, from making a declaration at a public meeting for land that is declared exempt surplus land if the local agency identifies the land in a notice that is published and available for public comment at least 30 days before the exemption takes effect."

Prior SLA Actions by Council and Housing Authority
On June 24, 2025, Council and Housing Authority declared a total of eight (8) properties (7 city-owned and 1 housing authority-owned) "exempt" surplus land which allowed for the City the ability to negotiate the disposition of those properties.

On October 21, 2025, Council and Housing Authority declared a total of five (5) properties (3 city-owned and 2 housing authority-owned) surplus land which allowed for the City to publish a written notice of availability (NOA) to begin the process of negotiating the disposition of those properties.

STAFF REPORT: As indicated above, the SLA, Government Code sections 54220 et seq., requires that public agencies first declare land "surplus land" or "exempt surplus land" before it can negotiate any disposition of the land, either for sale or for lease.

TABLE 1
Proposed Surplus Land

APN	Ownership	Acres	Designation	Zoning	Existing Use
0032-141-170	City of Suisun City	0.26	Downtown Mixed Use	Downtown Waterfront Specific Plan	Surface Lot
0032-141-180	City of Suisun City	0.37	Main Street Mixed Use	Downtown Waterfront Specific Plan	Surface Lot

Summary of Surplus Land Act Process
The SLA, Government Code sections 54220 et seq., requires that public agencies first declare land "surplus land" or "exempt surplus land" before it can negotiate any disposition of the land, either for sale or for lease.

As required by California Government Code Section 54220, et seq. also known as the Surplus Land Act ("SLA" or "Act"), the City of Suisun City is providing the required notice, in accordance with the SLA, of its intent to declare certain property owned by the City as "exempt" surplus property.

Public Notice is hereby given that the following properties qualify and are to be declared "exempt" surplus land by the City of Suisun City in accordance with the Surplus Land Act.

Staff has determined that there is no further governmental use for the Properties and is recommending that the City Council declare the Properties as "exempt" surplus land and complete the surplus property disposition process in accordance with the SLA.

Consistency with 2023-2031 Suisun City Housing Element

If approved, the action would be consistent with the following of the 2023-2031 Suisun City Housing Element programs:

- Program 1.C.1 calls for the annual review and updating of the City's inventory of properties that are suitable for redevelopment/reuse.
- Program 1.C.2 requires regulatory and financial incentives to increase the probability that residences will be constructed in commercial zones, either as single-use projects or in mixed-use developments, particularly within the Downtown/Waterfront Specific Plan Area

Land Use Designation and Zoning

The Properties are designated as Downtown Mixed Use and Main Street Mixed Use and zoned Downtown Waterfront Specific Plan. According to the Suisun City Waterfront District Specific Plan (November 2016), these mixed-use areas are intended to encourage a mix of retail, commercial service, civic, office, and residential uses.

Environmental Review

This action is exempt pursuant to California Environmental Quality Act (CEQA) Guidelines 151312 (Class 12: Surplus Government Property Sales) which consists of sales of surplus government property.

STAFF RECOMMENDATION: Staff has determined that there is no further governmental use for the Properties and is recommending that the City Council declare the Properties as "exempt surplus land" and complete the surplus property disposition process in accordance with the SLA.

DOCUMENTS ATTACHED:

1. Council Adoption of Resolution No. 2025-___ declaring APNs 0032-141-170 and 0032-141-180 “exempt surplus land” pursuant to the Surplus Land Act (Government Code Sections 54220 et seq.).
2. SLA Property Locations

PREPARED BY: Ricky Caperton, Development Services Director
REVIEWED BY: Ricky Caperton, Development Services Director
APPROVED BY: Bret Prebula, City Manager

ATTACHMENTS:

1. SLA Surface Lots ATCH 1 CC Reso No. 2025-XX.docx
2. SLA Surface Lots ATCH 2 SLA Property Locations.docx

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RESOLUTION NO. 2025-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY, CALIFORNIA, DECLARING CERTAIN PROPERTY LOCATED GENERALLY BETWEEN MAIN STREET AND KELLOGG STREET AND SOLANO STREET AND MORGAN STREET, IN THE CITY OF SUISUN CITY, ASSESSOR PARCEL NUMBER [(APN'S) 0032-141-170 (0.26 ACRES) AND 0032-141-180 (0.37 ACRES)] (PROPERTIES) EXEMPT SURPLUS LAND PURSUANT TO THE SURPLUS LAND ACT (GOVERNMENT CODE SECTIONS 54220 ET SEQ.)

WHEREAS, the City of Suisun City ("City") owns certain real property consisting of approximately 0.26 acres and 0.37 acres, located generally between Main Street and Kellogg Street and Solano Street and Morgan Street (APNs: 0032-141-170 and 0032-141-180) ("Properties"), as shown in Exhibit A;

WHEREAS, on October 9, 2019, Governor Newsom signed Assembly Bill ("AB") 1486. AB 1486 significantly amended the Surplus Land Act effective January 1, 2020. These amendments included, among others, changing the previous, long-standing definitions of "surplus land" and "exempt surplus land"; providing that property shall be declared either "surplus land" or "exempt surplus land" before a local agency may take any action to dispose of it; and adding a new limitation providing that an "agency's use" "shall not include commercial or industrial uses or activities, including nongovernmental retail, entertainment, or office development" or "property disposed of for the sole purpose of investment or generation or revenue";

WHEREAS, on October 11, 2023, the Governor signed Assembly Bill 480 ("AB 480") and Senate Bill 747 ("SB 747") into law, which further clarify provisions of the Surplus Land Act. AB 480 and SB 747 which became effective on January 1, 2024, and generally provide some increased flexibility as it pertains to the lease of public agency land, expands the definition of exempt surplus land, and clarifies the assessment of penalties for non-compliance; and

WHEREAS, Government Code Section 54221(f)(1)(B), further state that exempt surplus land shall include property that "is less than one-half acre in area and is not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes;" and

WHEREAS, the subject Properties are less one-half acre in area and not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes and would qualify as exempt surplus property under the SLA; and

WHEREAS, under the Surplus Land Act, Government Code section 54220 et seq., surplus land is land owned in fee simple by the City for which the City takes formal action in a regular public meeting declaring the land is surplus or exempt surplus land and not necessary for the City's use; and

WHEREAS, pursuant to the Surplus Land Act Guidelines issued by the California Department of Housing and Community Development (HCD) to interpret and implement the Surplus Land Act, the City's determination that the Properties are exempt surplus land must be provided to HCD for its review at least 30 days prior to disposition; and

WHEREAS, this action is exempt pursuant to California Environmental Quality Act (CEQA) Guidelines §151312 (Class 12: Surplus Government Property Sales) which consists of sales of surplus government property.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Suisun City, as follows:

1. The foregoing recitals are hereby incorporated and adopted as the findings of the City Council; and

2. For purposes of compliance with the Surplus Land Act, as amended, (APNs: 0032-141-170 and 0032-141-180) in the City of Suisun City, are hereby declared "exempt" surplus land.

3. The City Manager, or their designee, is directed to proceed with the notification and negotiation requirements of the Surplus Land Act, as amended, to facilitate the possible disposition and reuse of the property.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, this 18th day of November 2025, by the following vote:

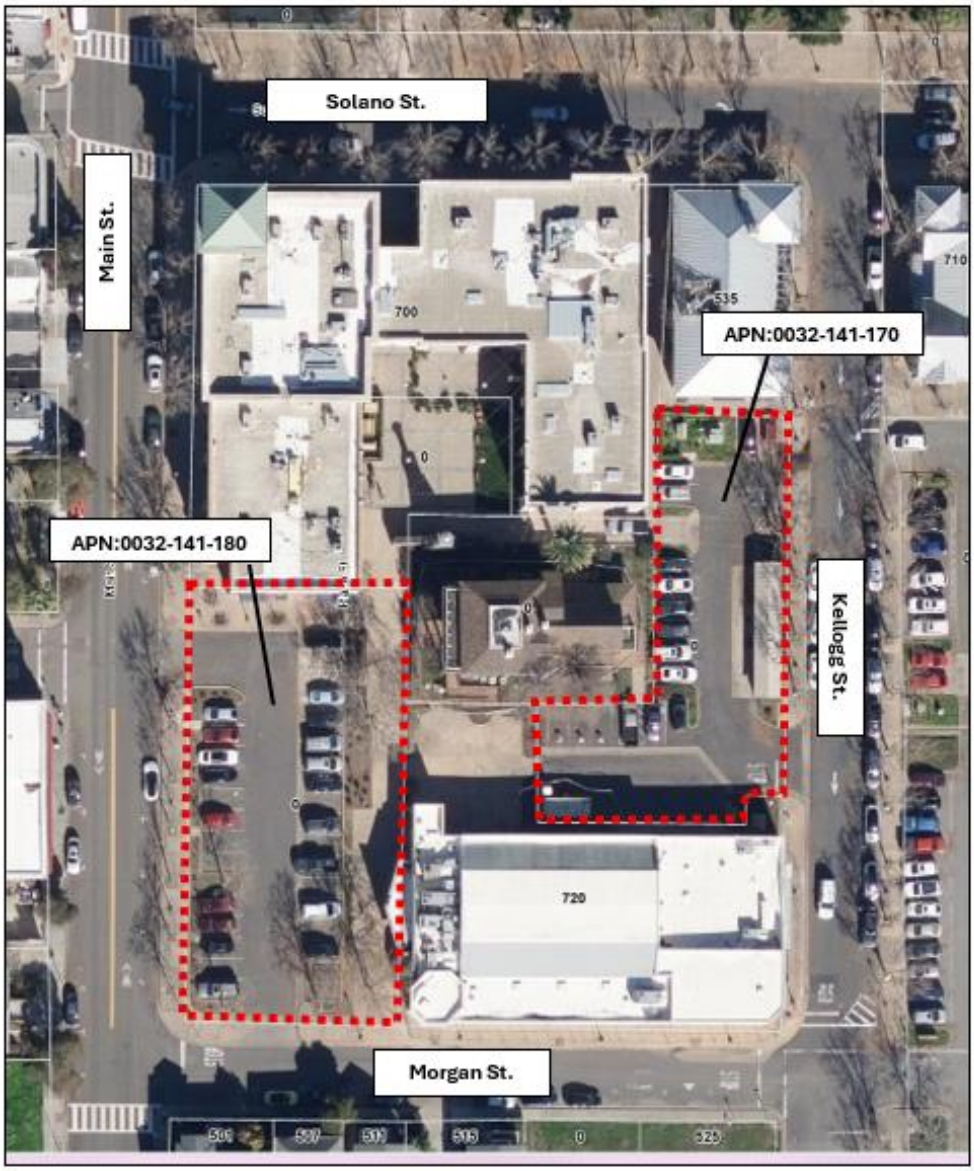
AYES: Councilmembers**:**_____
NOES: Councilmembers**:**_____
ABSENT: Councilmembers**:**_____
ABSTAIN: Councilmembers**:**_____

WITNESS my hand and the seal of said City this 18th day of November 2025.

_____

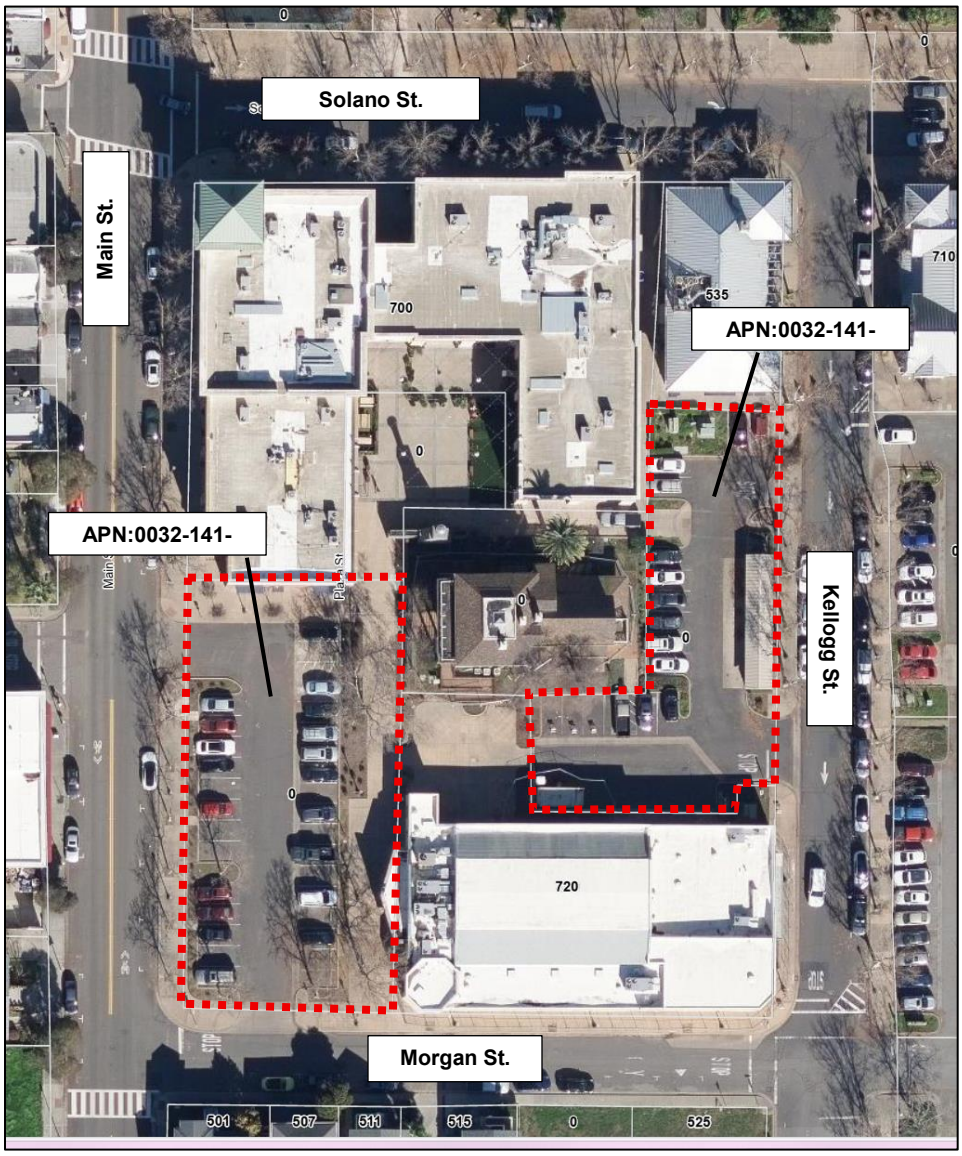
Anita Skinner, CMC
City Clerk

EXHIBIT A



APN	Ownership	Acres	Designation	Zoning	Existing Use
0032-141-170	City of Suisun City	0.26	Downtown Mixed Use	Downtown Waterfront Specific Plan	Surface Lot
0032-141-180	City of Suisun City	0.37	Main Street Mixed Use	Downtown Waterfront Specific Plan	Surface Lot

ATTACHMENT 2
SLA Property Locations



APN	Ownership	Acres	Designation	Zoning	Existing Use
0032-141-170	City of Suisun City	0.26	Downtown Mixed Use	Downtown Waterfront Specific Plan	Surface Lot
0032-141-180	City of Suisun City	0.37	Main Street Mixed Use	Downtown Waterfront Specific Plan	Surface Lot

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AGENDA ITEM NO. 10.

AGENDA TRANSMITTAL

MEETING DATE: November 18, 2025

AGENDA ITEM: Council Adoption of Resolution No. 2025-___:Accepting the 2024 Annual Progress Report of the Suisun City General Plan and Housing Element.

FISCAL IMPACT: There would be no fiscal impact associated with adoption of the proposed Resolution. Failure to adopt the Resolution could result in the loss of future grant funding.

STRATEGIC PLAN: Revitalize Historic Downtown; Develop Sustainable Economy; Ensure Public Safety; Provide Good Governance, Ensure Fiscal Solvency; Enhance Environment.

BACKGROUND: The State of California Department of Housing and Community Development (HCD) requires an annual report on the progress of the jurisdiction's Housing Element. The Annual Report is required for all General Plans by California Government Code Section 65400(b), which states, "the planning agency shall provide an annual report to the legislative body on the status of the plan and progress in its implementation, including the progress in meeting its share of regional housing needs…"

STAFF REPORT: The General Plan represents Suisun City's future vision of the City through the year 2035. The Plan identifies the general location for future land uses, including residential, commercial, and industrial areas, and desired population and building densities throughout the community. The Plan states future goals for Community Character and Design, Land Use, Transportation, Economic Development, Housing, Open Space and Conservation, Community Facilities and Services, and Public Health and Safety.

The report describes the City's progress in implementing the policies and programs of the General Plan, as well as the City's progress on providing its share of the Regional Housing Needs Allocation (Attachment 1.B). The attachment includes an accounting of progress in addressing adopted housing policies as well as information in table form regarding the number of units that have been constructed in the City by calendar year. This information is used to track housing production at the state level. The report of the General Plan (Attachment 1.A) is divided into topic areas based on the City's General Plan Elements. It is important to understand that the items provided under each element are only for the prior calendar year and not the life of the Plan.

The Annual Progress Report informs the Planning Commission, the City Council, and State agencies about the progress in implementing the Suisun City General Plan during the calendar year 2024. This report is the 2nd annual report since the City Council adopted the 2023-2031 Housing Element.

Projects implementing the General Plan during 2024 included (but are not limited to):

Community Character and Design Element

- Continued Implementation of Suisun City Strategic Plan.
- Continued Holding Committee Meetings for Specific Issues.
- Continued Implementation of Revised Public Notification Requirements and Adoption of Good Neighbor Policy.

Land Use Element

- Continued working on Amendments to Title 18 "Zoning".
- Implementation of the Waterfront District Specific Plan.
- Initiated work on Municipal Services Review.

Transportation

- Preparation for 2025 Rubber Cape Seal Project (Sunset Avenue and Blossom Avenue).
- Secured grant funding for an Electric Vehicle Charging Project.
- Secured grant funds as a Safe Route to Schools Grant (Dan O'Root Elementary School).

Economic Development

- Entitled Highway 12 Logistics Project.
- Creation of Economic Development Advisory Committee.
- Continued positioning city surplus property for development.

Housing Element

- Entitled Almond Gardens Project.
- Updated information on the City website and at the Planning/Building counter for residents and interested parties.
- Permitting of Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs).
- Began drafting ordinances for a pre-application process and implantation of SB9.
- Initiated processing of Awanta Apartments and McCoy Creek Mixed Use Projects.

Community Facilities and Services

- Continued to make capital improvements to City-owned facilities. Implementation of the Public Art Ordinance.
- Continued work on the Prosperity Farm Community Garden Project.

Public Health and Safety

- Completed annual flood control projects.
- Implementation of the Multi-Jurisdictional Hazard Mitigation Plan.
- Continued work on Kellog Resiliency Project.

As required by State law, staff also prepared the Annual Progress Report in the Housing Element for submission to HCD. The report summarized progress toward the goals and policies of the 2023-2031 Housing Element.

STAFF RECOMMENDATION: Staff recommends that the Council adopt Resolution No. 2025 - : Accepting the 2024 Annual Progress Report of the Suisun City General Plan and Housing Element.

DOCUMENTS ATTACHED:

1. Resolution No. 2025- : Accepting the 2024 Annual Progress Report of the Suisun City General Plan and Housing Element
   a. Annual Progress Report CY 2024
   b. Annual Housing Progress Report CY 2024

PREPARED BY:	John Kearns, Principal Planner
REVIEWED BY:	Ricky Capterton, AICP, Development Services Director
APPROVED BY:	Bret Prebula, City Manager

ATTACHMENTS:

1. Annual Progress Report Resolution
2. 2024 Annual Progress Report ATCH 1 Resolution General Plan Report.docx

2024 Annual Progress Report ATCH 1 Resolution Housing Element Report

RESOLUTION NO. 2025-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY ACCEPTING THE 2024 ANNUAL PROGRESS REPORT OF THE SUISUN CITY GENERAL PLAN AND HOUSING ELEMENT

WHEREAS, on May 5, 2015, the City Council adopted the 2035 General Plan Update; on March 21, 2023, the City Council adopted the 2023-2031 Housing Element; on November 1, 2016 (minor amendments adopted on October 2, 2018) the City Council adopted the Waterfront District Specific Plan; and on March 21, 2017 the City Council adopted a Comprehensive Amendment to Title 18 of the Suisun City municipal code; and whereas the City Council has subsequently adopted other amendments to Title 18 to ensure the City remains in compliance with California state law, and

WHEREAS, an Annual Progress Report is required for all General Plans by California Government Code Section 65400(b), which states "the planning agency shall provide an annual report to the legislative body on the status of the plan and progress in its implementation, including the progress in meeting its share of regional housing needs…", and

WHEREAS, the Annual Progress Report is not considered a project under the provisions of the California Environmental Quality Act (CEQA).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Suisun City that, based on its review, the City Council accepts the 2024 Annual Progress Report on the Suisun City General Plan (Exhibit A) and Housing Element (Exhibit B); and

BE IT FURTHER RESOLVED that the record of proceedings shall be located at the City Manager's Office and that the City Clerk shall be the custodian of such documents.

PASSED AND ADOPTED by the following vote at a regular meeting of the City Council of the City of Suisun City duly held on the 18th day of November, 2025.

AYES:	Council Members:	_____
NOES:	Council Members:	_____
ABSENT:	Council Members:	_____
ABSTAIN:	Council Members:	_____

WITNESS my hand and the seal of the City of Suisun City this 18th day of November, 2025.

_____
Anita Skinner
City Clerk

Exhibit A

2024 ANNUAL GENERAL PLAN PROGRESS REPORT

City or County Name:
City of Suisun City

Mailing Address:
701 Civic Center Boulevard
Suisun City, CA 94585

Contact Person:
John Kearns
Principal Planner

Phone:
(707)-421-7335
Fax:
(707)-429-3758
E-mail:
jkearns@suisun.com

Reporting Period by Calendar Year:
From January 1, 2024 to December 31, 2024

Submitted to:

Governor's Office of Planning and Research
P.O. Box 3044

INTRODUCTION AND PURPOSE OF THE ANNUAL REPORT

An Annual Report is required for all General Plans by California Government Code Section 65400(b), which states "the planning agency shall provide an annual report to the legislative body on the status of the plan and progress in its implementation, including the progress in meeting its share of regional housing needs…."

The General Plan represents Suisun City's future vision of the City through the year 2035. The Plan identifies the general location for future land uses, including residential, commercial, and industrial areas, and desired population and building densities throughout the community. The Plan states future goals for Community Character and Design, Land Use, Transportation, Economic Development, Housing, Open Space and Conservation, Community Facilities and Services, and Public Health and Safety.

The report describes the City's progress in implementing the policies and programs of the General Plan, as well as the City's progress on providing its share of the Regional Housing Needs Allocation. The report is divided into topic areas based on the City's General Plan Elements.

This is the 9th Annual Report prepared by the Development Services Department since the adoption of the 2035 General Plan in 2015. For further information or additional copies of the Report, please contact:

John Kearns, Principal Planner
City of Suisun City
Development Services Department
701 Civic Center Blvd.
Suisun City, CA 94585
707-421-7335
jkearns@suisun.com

Exhibit A

Below is a brief description of projects that the City has begun or completed during CY 2024 that assisted in implementing both the 2035 General Plan and 2023-2031 Housing Element:

Community Character and Design Element

Continued Implementation of Suisun City Strategic Plan. The Suisun City Council adopted the 2020-2025 Strategic Plan on October 22, 2019. Each City Council agenda item now ties back to how it relates to the adopted strategic plan.

Continued Implementation of Revised Public Notification Requirements and Adoption of Good Neighbor Policy. The City updated its public noticing requirements and procedures in 2019. Noticing for development projects now includes mailings sent to all property owners within 600 feet of a project and placing a sign visible on the site displaying project information. Full use of the City's social media and website has been implemented in order to get the word out. In 2021, the City Council adopted a "Good Neighbor" Policy which allows residents and interested parties to be better informed early in the development review process. The policy has now applied to several projects and become a part of the entitlement process.

Land Use Element

Continued working on Amendments to Title 18 "Zoning". Staff worked on revising Title 18 "Zoning" to come into compliance with both the 2035 General Plan and new state law.

Implementation of the Waterfront District Specific Plan. Staff continued to work on implementing the Waterfront District Specific Plan according to General Plan policy and direction of the Suisun City City Council.

Initiated work on Municipal Services Review. Consistent with the Suisun City General Plan and in support of current and future annexation proposals, staff began work with applicable consultants to update the Municipal Services Review (MSR).

Circulation Element

Projects completed in 2024 include the following:

2024 Pavement Resurfacing Project. The successful completion of the City's 2024 pavement resurfacing project marks a significant step in enhancing the quality and safety of key roadways within the community. The City's efforts focused on improvements to Marina Boulevard and Railroad Avenue, two essential thoroughfares that play a vital role in local transportation.

On Marina Boulevard, from Highway 12 to Railroad Avenue, a series of maintenance activities were carried out. These included digout repairs to replace severely damaged sections of pavement, as well as crack sealing to address existing cracks and prevent further pavement deterioration. To further extend the life of the road, an asphalt rubber cape seal was applied, improving surface durability and ride quality for motorists.

Additionally, a major grind and overlay treatment was completed on Railroad Avenue East, specifically between Sunset Avenue and approximately 400 feet east of Sunset Avenue. This segment underwent a 3-inch grind and overlay process, which involved removing the top layer of the existing pavement and replacing it with a fresh, durable asphalt surface. The treatment has enhanced both the surface condition and safety of this portion of the roadway.

These projects are part of the City's ongoing pavement maintenance program, which is designed to ensure that roads are well-maintained and safe for all users.

McCoy Creek Bicycle Trail Phase 2 Improvements. The completion of Phase 2 of the McCoy Creek Trail is an extension of the successful Phase 1 project, which was completed in 2008. Phase 1 added 0.38 miles (2,000 feet) of Class I trail to the City's existing trail system, and Phase 2 now further enhances the area's connectivity with a scenic and functional new pedestrian and bicycle trail.

Phase 2 extends the trail along the west bank of the McCoy Creek canal, beginning at Pintail Drive and continuing to a newly constructed pedestrian bridge that spans Laurel Creek. The bridge connects the south and north banks of the Laurel Creek canal, roughly ending near the dead-end of Humphrey Drive. From the bridge, the trail continues along the north bank of the Laurel Creek canal, traveling eastward to Blossom Avenue. This extension adds approximately one mile to the trail system, offering residents and visitors a beautifully paved, natural route through the heart of the city.

This new section of the trail provides convenient access to key destinations, including the Kroc Center, Suisun City Library, Suisun Elementary, local shopping centers, transportation hubs, and the Central County Bikeway.

In addition to the 10-foot wide concrete trail and the prefabricated pedestrian bridge, the project includes several key improvements aimed at enhancing the user experience and ensuring safety and accessibility. These features include:

- Minor landscaping to complement the natural environment
- Fencing along specific trail sections for safety
- Artistic bike racks to encourage cycling use
- Shade sails for comfort and protection
- Fitness equipment for trail users to enjoy
- Informational kiosks and signage to enhance trailway education
- Street lighting at the Pintail Drive and Worley Road trail access points
- Rectangular rapid flashing beacons with concrete curb extensions and high-visibility crosswalks at the Pintail Drive, Worley Road, and Blossom Avenue access points for improved pedestrian safety

Looking ahead, Phase 3 of the McCoy Creek Trail project is planned to extend the trail further eastward from Blossom Avenue to the bend in the Laurel Creek canal near Sunset Avenue. This

phase will culminate at Old Railroad Avenue, providing a direct connection into the City of Fairfield. An additional extension could eventually connect from the bend in Laurel Creek canal east to the Sunset Avenue/Railroad Avenue intersection, further expanding trail access and mobility throughout the region.

This project is a testament to the City's commitment to improving connectivity, safety, and recreational opportunities for all residents.

Electric Vehicle (EV) Charging Station Project. In 2024, the City took a significant step toward sustainability by installing a solar-powered Electric Vehicle (EV) charging station in the City Hall parking lot. This initiative was made possible through a $250,000 State grant secured by the City to enhance its EV infrastructure. The new solar station not only supports the growing demand for EV charging options but also reflects the City's commitment to green energy and reducing its carbon footprint.

Highway 12 Shoulder and Median Improvements Project. The City secured Clean California grant funds in the amount of $2,150,000 for this project

The project scope focused on three key locations along Highway 12:

1. Triangular area at the eastbound on-ramp and off-ramp at Civic Center Boulevard – Enhancements to this prominent area created a welcoming entrance to the gateway to Suisun City's Historic Waterfront District
2. Medians between Marina Boulevard and Walters Road – Landscaping and irrigation improvements transformed the medians into green, attractive spaces, improving both the aesthetics and environmental health of the area.
3. North side of Highway12 between Marina Boulevard and Village Drive – This section received landscaping and irrigation improvements between the highway curb and the soundwall, adding greenery and beautification to a key stretch of the highway.

In addition to landscaping and irrigation work, the project included several enhancements that improved both the functionality and safety of the highway corridor:

- Repair of damaged chain link fence panels along State Route 12 from Marina Boulevard to Walters Road.
- Replacement of chain link fences with wood/wire mesh fences on the north side of Highway 12 between Marina Boulevard and Sunset Avenue, improving safety and visual appeal.
- Installation of paved maintenance vehicle pullouts for easier access to irrigation systems in the center medians, supporting ongoing maintenance efforts.
- Painting of k-rails on both sides of Highway 12 at McCoy Creek to improve the appearance.
- Placement of additional gravel rock along the north side of Highway 12 between Village Drive and Sunset Avenue, specifically between the highway curb and the wood/wire mesh fence, improving the visual appeal and reduction of erosion.

As part of the initial contract with the contractor, the new landscape improvements will be maintained for two years after the substantial completion of the project, with the contractor responsible for all maintenance tasks. In an effort to ensure the long-term sustainability of the

landscaping, Caltrans has approved a contract change order for weed abatement services. This will cover weed control along each side of Highway 12 from the Civic Center Boulevard on-ramp/Main Street off-ramp to Walters Road. The weed abatement work occurs four times a year, totaling eight events during the two-year maintenance period.

The Project is an essential part of the City's ongoing commitment to sustainability, urban beautification, and infrastructure enhancement. Residents and visitors alike will benefit from the enhanced aesthetics and the improved environmental quality of this key transportation corridor.

HSIP Cycle 10 Rectangular Rapid Flashing Beacons (RRFB) Project. The City has secured funding through the Highway Safety Improvement Program (HSIP) Cycle 10 in the amount of $249,800 for critical safety improvements fronting two elementary schools. This Safe Route to School project was fully grant funded without requiring any local match.

The project focused on enhancing pedestrian safety at key school zones by installing rectangular rapid flashing beacons (RRFBs), high-visibility crosswalks, and concrete curb extensions at two critical locations:

1. Golden Eye Way at Shoveller Drive, in front of Suisun Elementary School
2. Harrier Drive, north of Osprey Way, in front of the main entrance to Dan O. Root Elementary School

These locations were specifically identified for improvements through the Safe Routes to School (SR2S) program, which is a collaborative effort led by the SR2S Task Force Committee. The committee includes representatives from the Fairfield-Suisun Unified School District (FUSD), Solano Transportation Authority (STA), and the City. The SR2S program aims to improve the safety and accessibility of routes for students traveling to and from school.

The upgrades at these locations are designed to increase visibility and improve safety for pedestrians, particularly children, in school zones. The installation of these safety features is part of the City's ongoing commitment to enhancing pedestrian safety, encouraging walking and biking to school, and ensuring a safe environment for students and the broader community.

Green Stormwater Infrastructure Project. Caltrans awarded this environmental enhancement project project State funding in the amount of $893,270 for the design and construction. The project, aimed at improving the quality of stormwater runoff and reducing trash in the local ecosystem, focuses on protecting the Suisun Marsh and San Francisco Bay while also beautifying a key gateway to the City's Historic Waterfront District.

The project was designed to achieve several environmental goals, including the reduction of trash and the improvement of stormwater quality entering the marsh and bay. These goals were accomplished through the construction of green stormwater infrastructure features and the installation of two full trash capture devices within the designated project area. This area, located along the east perimeter of the Amtrak Park & Ride Lot and west of the Highway 12 off-ramp at Civic Center Boulevard, was specifically chosen due to its proximity to key stormwater runoff paths.

The parking lot in this area, which slopes toward a drainage ditch on its eastern perimeter, presented an ideal location for transformation. The ditch, previously covered with non-native grasses, bare earth, and rock, was converted into a bioretention facility. This innovative green infrastructure solution now helps to slow and treat runoff from both the parking lot and the off-ramp, preventing contaminants and trash from entering the nearby ecosystems.

This project represents a key step in the City's commitment to improving environmental health, promoting sustainability, and enhancing the visual appeal of important areas within the City. By utilizing green infrastructure and trash capture technology, the project not only enhances the quality of stormwater but also contributes to the overall beautification of the City's waterfront area, providing both ecological and aesthetic benefits to the community.

Sidewalk Gap Closure Project. The City secured a Transportation Fun for Clean Air (TFCA) allocation in the amount of $95,000 for this project. This is a Safe Routes to School Project to Crystal Middle School as well as a Safe Routes to Transit Project to the Train Depot.

This project focuses on enhancing pedestrian and bicycle access to both Crystal Middle School and the Train Depot, ensuring safer, more sustainable travel options for the community.

A key component of this project was filling a gap in the sidewalk system on Marina Boulevard and on Buena Vista Avenue fronting the parcel at the southeast corner of Marina Boulevard and Buena Vista Drive. The parcel at this intersection is currently under development, with the construction of affordable apartments underway. As part of the development process, the City required the construction of one half of a planned 10-foot wide sidewalk along the project frontages, which the private development completed in 2024.

Building upon this, the City’s TFCA project involved constructing the other half of the sidewalk, completing the pedestrian path. The new 10-foot wide concrete pedestrian/bicycle path now connects to the nearby Central County Bikeway and Grizzly Island Trail, significantly improving access for pedestrians and cyclists traveling to Crystal Middle School, the Train Depot, and surrounding areas.

This project directly supports the City's ongoing efforts to improve safe routes to school and enhance transit accessibility, while also promoting active transportation such as walking and biking. It serves as an important step toward creating a more connected and sustainable transportation network for the community, reducing reliance on single-occupancy vehicles, and contributing to cleaner air.

Driftwood Drive Path Gap Closure Project. This Safe Route to School project was fully funded by two grant allocations administered by the Solano Transportation Authority (STA). The budget for the Project is $407,000 with funds coming from a Transportation Development Act (TDA) Article 3 allocation in the amount of $307,000 and a Transportation Fund for Clean Air (TFCA) allocation in the amount of $100,000. No local funding match was required for this project.

The project fronts Crystal Middle Schol, and its primary goal was to fill in the missing section of the Driftwood Drive Path, creating a continuous link to the Grizzly Island Trail for the middle

schools students and the public alike. The scope of work included the construction of a 10-foot wide concrete pedestrian and bicycle facility along the south side of Driftwood Drive, extending approximately 210 feet east from the Marina Boulevard/Driftwood Drive intersection.

Key project elements also include:

- Extension of the curb to the paved street for improved safety and accessibility
- Crosswalk striping to enhance pedestrian visibility and safety at the Driftwood Drive/Marina Boulevard intersection
- Upgraded curb ramps at the intersection, ensuring compliance with accessibility standards
- Storm drainage improvements, including the installation of catch basins, underground piping, and re-paving for effective surface drainage
- Roadway striping and signage installation to improve safety and guidance for both pedestrians and vehicles

This project is a step in improving the pedestrian and bicycle infrastructure in the area, ensuring safer and more efficient access to important destinations like the Grizzly Island Trail and Crystal Middle School. The completed path will provide a vital connection for the students at Crystal Middle School, residents and visitors, promoting active transportation options and improving overall mobility within the community.

Project currently in construction and anticipated to be completed in 2025:

HSIP Cycle 10 Traffic Signal Improvements Project. Highway Safety Improvement Program (HSIP) Cycle10 in the amount of $1,873,935 has been secured for this comprehensive traffic safety project. This grant will support critical upgrades to the City's traffic signal infrastructure, with a required 10% local match.

The project scope includes the upgrade of five traffic signals on Sunset Avenue, five traffic signals on Walters Road, and one traffic signal at Main Street and Lotz Way. These signal upgrades will enhance traffic flow, improve safety, and increase the efficiency of the City's transportation network.

In addition to the signal upgrades, the project will establish a Traffic Management Center (TMC) at City Hall, allowing staff to remotely monitor and manage traffic conditions in real-time. This new center will help optimize traffic flow, reduce congestion, and enhance the overall safety of road users, ensuring a more responsive approach to traffic management.

This initiative is an important step toward improving traffic safety and operational efficiency within the City, contributing to smoother commutes and better connectivity for residents and visitors alike.

Projects for which design and construction are anticipated to be completed in 2025 include the following:

2025 Asphalt Rubber Cape Seal and Fiberized Micro Surfacing Project. The City is set to implement key pavement resurfacing treatments aimed at improving roadway conditions and

enhancing safety on an arterial roadway and a collector roadway. The project will focus on the following road segments:

Sunset Avenue: Pavement improvements will include digout repairs, crack sealing, and fiberized micro surfacing on Sunset Avenue from Highway 12 to the north City limits. Additional upgrades will involve the removal and replacement of stamped crosswalks and the re-establishment of striping to ensure better visibility and overall road safety.

Blossom Avenue: The project will provide digout repairs, crack sealing, and the application of an asphalt rubber cape seal along Blossom Avenue from Pintail Drive to Chyrl Avenue. To further improve safety, new striping will be added between Chyrl Way and Railroad Avenue as part of a traffic calming measure to slow vehicle speeds and enhance pedestrian safety.

These improvements are part of the City's ongoing pavement maintenance program, designed to extend the lifespan of the roadways, reduce maintenance costs, and improve the driving and walking experience for residents and visitors. The City is committed to maintaining and upgrading its infrastructure to support safer, more efficient travel throughout the community.

HSIP Cycle 11 Rectangular Rapid Flashing Beacons (RRFB) Project. Highway Safety Improvement Program (HSIP) Cycle11 in the amount of $219,600 has been secured for this Safe Route to School project. This project will improve pedestrian safety near local schools and enhance the overall safety of two key intersections, one located by Suisun Elementary School and the other located by Crystal Middle School. A 10% local match of $24,400 is required to support this project.

Key project components include:

- Upgrading existing Rectangular Rapid Flashing Beacons (RRFBs) on Marina Boulevard at Lotz Way, along with associated signage and pavement striping to improve visibility and safety for pedestrians and cyclists in the area.

- Constructing new RRFB devices at Pintail Drive at Cackling Drive, in addition to bulbouts, a high-visibility crosswalk, and new signage and striping. These improvements aim to slow down traffic and increase safety for students and pedestrians crossing this busy intersection.

This project is part of the City's ongoing efforts to enhance pedestrian safety, specifically for students walking to and from school. The upgrades will create a safer environment, supporting both active transportation and safe routes in the community.

HSIP Cycle 11 T-Intersection Median Safety Improvements Project. Highway Safety Improvement Program (HSIP) Cycle11 in the amount of $375,390 has been secured for critical improvements aimed at enhancing intersection safety. A 10% local match of $41,710 is required to support the project.

The project will focus on improving vehicular left-turn movements by installing raised medians and associated striping and signage at the following intersections:

1) Walters Road and McClellan Drive
2) Railroad Avenue and Village Drive

3) Railroad Avenue and Birchwood Court

By installing raised medians at these key locations, the project aims to reduce congestion, improve traffic flow, and enhance safety for both drivers and pedestrians. These improvements will help to mitigate traffic conflicts, particularly at left-turn movements, ensuring smoother and safer traffic operations.

Electric Vehicle (EV) Charging Stations Project. The City has successfully secured $350,000 in grant funding from the Metropolitan Transportation Commission's Transit Station Public Charging Program. This grant will support the installation of solar-powered electric vehicle (EV) charging stations in the Park and Ride parking lot, further expanding the City's commitment to sustainable transportation solutions.

City staff are currently collaborating with Caltrans to obtain the necessary approvals to proceed with the purchase and installation of the charging stations in 2025. Once completed, the new solar charging infrastructure will provide a clean, renewable energy source for EV drivers, promoting environmental sustainability and enhancing the City's green transportation network.

Kellogg Resiliency Project. The Project is situated south of the homes on Maple Street, adjacent to the Suisun Slough, within an area owned and maintained by the City. This area is vulnerable to both sea level rise and fire risks, as demonstrated by a fire in June 2020 that engulfed the project site and affected adjacent properties.

To ensure long-term sustainability and resilience of the community, Suisun City and the Fairfield-Suisun Sewer District have secured State grant funding in the amount of $8.6M to address these risks. The Kellogg Resiliency Project marks the first step in tackling future sea level rise and fire risks in Suisun City.

The project scope will include, but is not limited to, the following improvements: bioretention systems and pavement resurfacing on School Street, Maple Street, and Kellogg Street; rehabilitation of the stormwater pump station serving the Kellogg storm drain channel and the surrounding stormwater system; installation of new fencing around the perimeter of the project site, including access gates on School Street and Kellogg Street; and the construction of a hard surface maintenance and vehicle access road.

HSIP Cycle 12 Safe Route to School Project. The City has been awarded HSIP Cycle 12 grant funding in the amount of $349,92 for this Safe Route to School project. A 10% local match is required to support the project.

Key improvements under this project include:

- The installation of Rectangular Rapid Flashing Beacons (RRFBs), high-visibility crosswalks, and concrete curb extensions at Pintail Drive at Crane Drive, located near Dan O. Root Elementary School. These upgrades will significantly improve pedestrian safety and visibility, ensuring safer routes for students traveling to and from the school.
- The enhancement and modification of the advance warning system at the fire station to help alert and control pedestrian and vehicular movement during emergency responses.

These modifications will improve coordination and safety during Fire Department operations, reducing potential conflicts between emergency vehicles and motorists, including pedestrians.

This project demonstrates the City's commitment to enhancing safety, particularly for students and first responders, while promoting safer, more efficient travel throughout the community.

Economic Development

Continued Processing Suisun Logistics (Eastern Sphere of Influence) and Highway 12 Logistics (Western Sphere of Influence) Development Projects.

Suisun Logistics. The City continued processing a development application and annexation request for 167 acres within the City's Eastern Sphere of Influence. The project, as proposed, would include over 2 million square feet of High-Cube Industrial space.

Highway 12 Logistics. The City entitled the project in late 2024. The project is located on property west of the Suisun City downtown, adjacent to Pennsylvania Avenue and south of Highway 12 within the City's Western Sphere of Influence. The project, as proposed, would include approximately 1.28 million square feet of High-Cube Industrial space.

Grand Openings. The City welcomed the opening of several new businesses in 2024. Examples of new businesses included 1933 and Levain Bread Co.

Economic Development Advisory Committee. The City formed a Economic Development Advisory Committee toward the end of 2024 in an effort to push development efforts forward in a meaningful way. The Committee has begun meeting, as needed.

Housing Element

Meridian West. The project has now paid for and begun construction of half of the 71 units. Construction is coming to an end and the project is expected to be complete in 2025.

Lotz Residences. The 16-unit project located at Civic Center Blvd. and Lotz Way was entitled in 2023 and submitted construction drawings in 2023. The plans have been approved and the City is awaiting payment of the individual permits.

Arrive Apartments. The 180-unit multi-family project is expected to be completed and receive final inspections to occupy the project in 2025.

Awanta Apartments. A proposed 20-unit residential project located at 400 Main Street applied for entitlements in 2024 with the expectation that the project will hold public hearings in mid 2025.

McCoy Creek Mixed Use. A 31-unit multi-family (and approximate 1,700 square feet of non-residential space) project located at 1220 and 1240 McCoy Creek Way submitted for entitlements in 2024 with the expectation that public hearings will be held in mid-to-late 2025.

Ordinance Preparation and Adoption. Multiple ordinances were either adopted or drafting

began in 2024 to comply with the adopted Housing Element. In 2024, the City Council adopted an ordinance that addressed several sections of Title 18 "Zoning" including revised definitions. Additionally, staff began drafting ordinances which address SB 9 and a formal Pre-Application process. These ordinances will be considered in early 2025.

Permitting of Accessory Dwelling Units (ADU's). The City continued to issue permits for Accessory Dwelling Units (ADU's) and Junior Accessory Dwelling Units (JADU's) in the 2024 calendar year and are looking at ways to continue to streamline their permitting moving forward.

Open Space and Conservation

Habitat Conservation Plan (HCP). The City of Suisun City continues to be a participant of the HCP.

Community Facilities and Services

Implementation of the Public Art Ordinance. The City adopted a Public Art Ordinance which obligates development to either pay a fee or install public art as part of a project. The Ordinance was further amended in late 2021. With the most recent development projects, revenues are beginning to be received and applied to this policy.

Public Health and Safety

Flood control projects (Annual). Staff completed routine removal of vegetation to ensure proper functioning and operation of channel runoff, existing water control facilities, or other structures necessary for public health, safety and benefit. The following activities took place in 2024: spraying, mowing/weed eating, debris removal, and limb pruning.

Implementation of the Multi-Jurisdictional Hazard Mitigation Plan. Staff worked closely with the County and other participants of the Plan to complete the update. Staff has now begun implementing the plan.

Jurisdiction	Suisun City	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	01/31/2023 - 01/31/2031

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	10
Above Moderate		1
Total Units		**11**

Note: Units serving extremely low-income households are included in the very low-income

Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	0	0	0
Single-family Detached	0	7	45
2 to 4 units per structure	0	0	0
5+ units per structure	0	0	0
Accessory Dwelling Unit	0	4	5
Mobile/Manufactured Home	0	0	0
Total	**0**	**11**	**50**

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	11	11
Not Indicated as Infill	0	0

Housing Applications Summary	
Total Housing Applications Submitted:	0
Number of Proposed Units in All Applications Received:	0
Total Housing Units Approved:	0
Total Housing Units Disapproved:	0

Use of SB 423 Streamlining Provisions - Applications	
Number of SB 423 Streamlining Applications	0
Number of SB 423 Streamlining Applications Approved	0

Units Constructed - SB 423 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	**0**	**0**	**0**

Streamlining Provisions Used - Permitted Units	# of Projects	Units
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 423 (2023)	0	0

Ministerial and Discretionary Applications	# of	Units
Ministerial	0	0
Discretionary	0	0

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	Count
Programs Implemented	28
Sites Rezoned to Accommodate the RHNA	0

Jurisdiction	Suisun City	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bonus Law Applications		Application Status	Project Type	Notes
1					2	3	4	5							6	7	8	9	10		11	12	13
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Please select state streamlining provision/s the application was submitted pursuant to.	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?	Were incentives or concessions requested pursuant to Government Code section 65915 approved?	Please indicate the status of the application.	Is the project considered a ministerial project or discretionary project?	Notes+
Summary Row: Start Data Entry Below								0	0	0	0	0	0	0	0	0	0						
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Jurisdiction	Suisun City
Reporting Year	2024 (Jan. 1 - Dec. 31)
Planning Period	6th Cycle 01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement									Affordability by Household Incomes - Building Permits								
1					2	3	4							5	6	7							8	9
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits
Summary Row: Start Data Entry Below							0	0	0	0	0	0	0		0	0	0	0	0	0	10	1		11
	0173-612-400	1204 Lawler Ranch Parkway		B23-4-0413	ADU	R									0									0
	0174-254-080	1718 Ventura Way		B24-5-0167	ADU	R									0						1		10/9/2024	1
	0173-534-020	308 Hoyt Court		B24-5-0188	ADU	R									0						1		10/7/2024	1
	0173-114-030	832 Worley Road		B23-4-0505	ADU	R									0									0
	0174-254-030	1728 Ventura Way		B23-4-0519	ADU	R									0									0
	0032-362-010	718 Shannon Drive		B23-4-0687	ADU	R									0									0
	0174-252-020	1702 Theresa Way		B23-4-0815	ADU	R									0						1		9/23/2024	1
	0037-231-080	412 Avalon Way		B24-5-0011	ADU	R									0									0
	0173-691-130	200 Seabury Drive		B24-5-0074	ADU	R									0						1		12/11/2024	1
	0032-482-070	226 Manatee Street		B21-2-0868	SFD	O									0						1		1/25/2024	1
	0032-482-120	219 Manatee Street		B21-2-0870	SFD	O									0									0
	0032-114-050	217 Solano Street		B22-3-0849	SFD	O									0						1		1/29/2024	1
	0032-482-050	218 Manatee Street		B23-4-0434	SFD	O									0									0
	0032-482-040	214 Manatee Street		B23-4-0435	SFD	O									0									0
	0032-482-110	215 Manatee Street		B23-4-0436	SFD	O									0									0
	0032-482-150	227 Manatee Street		B23-4-0479	SFD	O									0									0
	0032-482-060	222 Manatee Street		B23-4-0480	SFD	O									0									0
	0032-482-130	223 Manatee Street		B23-4-0481	SFD	O									0									0
	0032-481-210	110 Flounder Street		B23-4-0556	SFD	O									0									0
	0032-481-220	106 Flounder Street		B23-4-0557	SFD	O									0									0
	0032-481-270	111 Flounder Street		B23-4-0558	SFD	O									0									0
	0032-481-280	107 Flounder Street		B23-4-0559	SFD	O									0									0
	0032-481-200	114 Flounder Street		B23-4-0561	SFD	O									0									0
	0032-481-190	118 Flounder Street		B23-4-0562	SFD	O									0									0
	0032-481-250	119 Flounder Street		B23-4-0563	SFD	O									0									0
	0032-481-260	115 Flounder Street		B23-4-0564	SFD	O									0									0
	0032-481-180	122 Flounder Street		B23-4-0695	SFD	O									0									0
	0032-481-170	126 Flounder Street		B23-4-0696	SFD	O									0									0
	0032-481-160	130 Flounder Street		B23-4-0697	SFD	O									0									0
	0032-481-240	123 Flounder Street		B23-4-0698	SFD	O									0									0
	0032-481-230	127 Flounder Street		B23-4-0828	SFD	O									0									0
	0032-481-300	128 Clownfish Street		B23-4-0829	SFD	O									0									0
	0032-481-360	141 Clownfish Street		B23-4-0830	SFD	O									0									0
	0032-481-380	133 Clownfish Street		B23-4-0831	SFD	O									0									0
	0032-481-290	132 Clownfish Street		B23-4-0832	SFD	O									0									0
	0032-481-400	125 Clownfish Street		B23-4-0833	SFD	O									0									0
	0032-481-370	137 Clownfish Street		B23-4-0834	SFD	O									0									0
	0032-481-390	129 Clownfish Street		B23-4-0835	SFD	O									0									0
	0032-481-310	124 Clownfish Street		B23-4-0905	SFD	O									0									0
	0032-481-330	116 Clownfish Street		B23-4-0906	SFD	O									0									0
	0032-481-350	108 Clownfish Street		B23-4-0907	SFD	O									0									0
	0032-481-410	121 Clownfish Street		B23-4-0908	SFD	O									0									0
	0032-481-430	113 Clownfish Street		B23-4-0909	SFD	O									0									0
	0032-481-320	120 Clownfish Street		B23-4-0910	SFD	O									0									0
	0032-481-340	112 Clownfish Street		B23-4-0911	SFD	O									0									0
	0032-481-420	117 Clownfish Street		B23-4-0912	SFD	O									0									0
	0032-481-440	109 Clownfish Street		B24-5-0013	SFD	O									0									0
	0032-482-150	204 Octopus Street		B24-5-0014	SFD	O									0									0
	0032-482-200	224 Octopus Street		B24-5-0015	SFD	O									0						1		7/23/2024	1
	0032-482-270	229 Octopus Street		B24-5-0016	SFD	O									0						1		7/16/2024	1
	0032-482-160	208 Octopus Street		B24-5-0021	SFD	O									0									0
	0032-482-190	220 Octopus Street		B24-5-0022	SFD	O									0						1		7/16/2024	1
	0032-482-210	205 Octopus Street		B24-5-0023	SFD	O									0									0
	0032-482-220	209 Octopus Street		B24-5-0024	SFD	O									0									0
	0032-482-170	212 Octopus Street		B24-5-0026	SFD	O									0									0
	0032-482-230	213 Octopus Street		B24-5-0027	SFD	O									0									0
	0032-482-240	217 Octopus Street		B24-5-0028	SFD	O									0									0
	0032-482-180	216 Octopus Street		B24-5-0029	SFD	O									0						1		7/16/2024	1
	0032-481-070	821 Starfish Street		B23-4-0289	SFD	O									0							1	3/28/2024	1
	0032-481-100	820 Starfish Street		B23-4-0290	SFD	O									0									0
	0032-481-110	121 Jellyfish Street		B23-4-0291	SFD	O									0									0
	0032-481-120	117 Jellyfish Street		B23-4-0292	SFD	O									0									0

Current APN	Affordability by Household Incomes - Certificates of Occupancy										Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Density Bonus				Notes
	10							11	12	13	14	15	16	17	18	19	20			21	22	23	24	25
Current APN	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?	Please select the state streamlining provision the project was APPROVED pursuant to. (may select multiple)	Infill Units? Y/N+	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)+	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/ Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)	Notes+
Summary Row	0	0	0	0	0	34	16		50	0							0							
0173-612-400						1		3/25/2024	1		NONE	Y			30/30/30/10 rule									
0174-254-080									0		NONE	Y			30/30/30/10 rule									
0173-534-020									0		NONE	Y			30/30/30/10 rule									
0173-114-030						1		3/14/2024	1		NONE	Y			30/30/30/10 rule									
0174-254-030						1		4/10/2024	1		NONE	Y			30/30/30/10 rule									
0032-362-010						1		7/1/2024	1		NONE	Y			30/30/30/10 rule									
0174-252-020									0		NONE	Y			30/30/30/10 rule									
0037-231-080						1		8/28/2024	1		NONE	Y			30/30/30/10 rule									
0173-691-130									0		NONE	Y			30/30/30/10 rule									
0032-482-070									0		NONE	Y			30/30/30/10 rule									
0032-482-120						1		2/26/2024	1		NONE	Y			30/30/30/10 rule									
0032-114-050									0		NONE	Y			30/30/30/10 rule									
0032-482-050							1	1/11/2024	1		NONE	Y			30/30/30/10 rule									
0032-482-040						1		1/11/2024	1		NONE	Y			30/30/30/10 rule									
0032-482-110							1	1/11/2024	1		NONE	Y			30/30/30/10 rule									
0032-482-150						1		1/25/2024	1		NONE	Y			30/30/30/10 rule									
0032-482-060							1	1/25/2024	1		NONE	Y			30/30/30/10 rule									
0032-482-130							1	1/25/2024	1		NONE	Y			30/30/30/10 rule									
0032-481-210						1		2/26/2024	1		NONE	Y			30/30/30/10 rule									
0032-481-220						1		2/26/2024	1		NONE	Y			30/30/30/10 rule									
0032-481-270						1		2/26/2024	1		NONE	Y			30/30/30/10 rule									
0032-481-280							1	2/26/2024	1		NONE	Y			30/30/30/10 rule									
0032-481-200							1	2/26/2024	1		NONE	Y			30/30/30/10 rule									
0032-481-190						1		2/26/2024	1		NONE	Y			30/30/30/10 rule									
0032-481-250						1		2/26/2024	1		NONE	Y			30/30/30/10 rule									
0032-481-260						1		2/26/2024	1		NONE	Y			30/30/30/10 rule									
0032-481-180						1		3/23/2024	1		NONE	Y			30/30/30/10 rule									
0032-481-170						1		3/23/2024	1		NONE	Y			30/30/30/10 rule									
0032-481-160						1		3/23/2024	1		NONE	Y			30/30/30/10 rule									
0032-481-240							1	3/23/2024	1		NONE	Y			30/30/30/10 rule									
0032-481-230						1		6/3/2024	1		NONE	Y			30/30/30/10 rule									
0032-481-300						1		6/3/2024	1		NONE	Y			30/30/30/10 rule									
0032-481-360						1		6/3/2024	1		NONE	Y			30/30/30/10 rule									
0032-481-380						1		6/3/2024	1		NONE	Y			30/30/30/10 rule									
0032-481-290						1		6/3/2024	1		NONE	Y			30/30/30/10 rule									
0032-481-400						1		6/3/2024	1		NONE	Y			30/30/30/10 rule									
0032-481-370						1		6/3/2024	1		NONE	Y			30/30/30/10 rule									
0032-481-390						1		6/3/2024	1		NONE	Y			30/30/30/10 rule									
0032-481-310							1	6/20/2024	1		NONE	Y			30/30/30/10 rule									
0032-481-330							1	6/20/2024	1		NONE	Y			30/30/30/10 rule									
0032-481-350							1	6/20/2024	1		NONE	Y			30/30/30/10 rule									
0032-481-410							1	6/20/2024	1		NONE	Y			30/30/30/10 rule									
0032-481-430							1	6/20/2024	1		NONE	Y			30/30/30/10 rule									
0032-481-320						1		6/20/2024	1		NONE	Y			30/30/30/10 rule									
0032-481-340						1		6/20/2024	1		NONE	Y			30/30/30/10 rule									
0032-481-420						1		6/20/2024	1		NONE	Y			30/30/30/10 rule									
0032-481-440						1		7/16/2024	1		NONE	Y			30/30/30/10 rule									
0032-482-150						1		7/16/2024	1		NONE	Y			30/30/30/10 rule									
0032-482-200									0		NONE	Y			30/30/30/10 rule									
0032-482-270									0		NONE	Y			30/30/30/10 rule									
0032-482-160							1	7/16/2024	1		NONE	Y			30/30/30/10 rule									
0032-482-190									0		NONE	Y			30/30/30/10 rule									
0032-482-210							1	7/16/2024	1		NONE	Y			30/30/30/10 rule									
0032-482-220							1	7/16/2024	1		NONE	Y			30/30/30/10 rule									
0032-482-170						1		7/16/2024	1		NONE	Y			30/30/30/10 rule									
0032-482-230						1		7/16/2024	1		NONE	Y			30/30/30/10 rule									
0032-482-240									0		NONE	Y			30/30/30/10 rule									
0032-482-180									0		NONE	Y			30/30/30/10 rule									
0032-481-070									0		NONE	Y			30/30/30/10 rule									
0032-481-100							1	3/28/2024	1		NONE	Y			30/30/30/10 rule									
0032-481-110						1		3/28/2024	1		NONE	Y			30/30/30/10 rule									
0032-481-120						1		3/28/2024	1		NONE	Y			30/30/30/10 rule									

Jurisdiction	Suisun City	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

Income Level		1	Projection Period	2									3	4
		RHNA Allocation by Income Level	Projection Period - 06/30/2022-01/30/2023	2023	2024	2025	2026	2027	2028	2029	2030	2031	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	160	-	-	-	-	-	-	-	-	-	-	-	160
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Low	Deed Restricted	95	-	-	-	-	-	-	-	-	-	-	-	95
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Moderate	Deed Restricted	98	-	-	-	-	-	-	-	-	-	-	10	88
	Non-Deed Restricted		-	-	10	-	-	-	-	-	-	-		
Above Moderate		267	14	195	1	-	-	-	-	-	-	-	210	57
Total RHNA		620												
Total Units			14	195	11	-	-	-	-	-	-	-	220	400

Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).

	5		2023	2024	2025	2026	2027	2028	2029	2030	2031	6	7
	Extremely low-Income Need											Total Units to Date	Total Units Remaining
Extremely Low-Income Units*	80		-	-	-	-	-	-	-	-	-	-	80

*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

VLI Deed Restricted
VLI Non Deed Restricted
LI Deed Restricted
LI Non Deed Restricted
MI Deed Restricted
MI Non Deed Restricted
Above Mod Income

Jurisdiction	Suisun City	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table C

Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net-Loss Law

Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Rezone Type	Sites Description							
1				2	3				4	5	6	7	8		9	10	11
APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Date of Rezone	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income	Rezone Type	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses
Summary Row: Start Data Entry Below																	

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Suisun City	
Reporting Year	2024	(Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
Program 1.A	Review of Available Sites. The City will continue to maintain an inventory of sites available and appropriate for residential development at all income levels, including vacant sites, and sites suitable for redevelopment and/or reuse. In keeping with state “no net loss” provisions (Government Code Section 65863), if development projects are approved at densities lower than anticipated in the sites inventory, the City will evaluate the availability of sites appropriate for lower-income housing and, if necessary, shall rezone sufficient sites to accommodate the Regional Housing Needs Allocation (RHNA). The City will annually send the available sites inventory list to for-profit and nonprofit developers. The available sites inventory list will also be posted to the City’s website to support development of new affordable housing opportunities. Additionally, to ensure program 1.A.1 from the city’s 5th cycle Housing Element is fully implemented, the City will add provisions to APNs: 0032-081-310, -050, -060, -070, and -320, 0032-082-140, 0032-411-070, -080, -090, -100, and -110, 0032-042-120, -130, and -640, and 0032-281-060, -130, and -110, to ensure by-right development is allowed consistent with Government Code Sections 65583.2(h) and (i)).	Ongoing, as projects are proposed. Add provisions to applicable APNs by January 31, 2024.	The City continues to maintain an inventory of sites available and appropriate for residential development at all income levels, including vacant sites, and sites suitable for redevelopment and/or reuse. The available sites inventory list is posted to the City’s website and the City is preparing to send this out to developers. Provisions to APNs: 0032-081-310, -050, -060, -070, and -320, 0032-082-140, 0032-411-070, -080, -090, -100, and -110, 0032-042-120, -130, and -640, and 0032-281-060, -130, and -110, to ensure by-right development is allowed consistent with Government Code Sections 65583.2(h) and (i)) will be completed Summer 2025.

Program 1.B	Encourage Mixed-Use Projects and Residential in Commercial Zones. The City shall incentivize development of residential units in mixed-use projects and residential units in commercial zones, specifically focused in the Downtown Waterfront Specific Plan, and Commercial Mixed Use zones, by providing incentives, including, but not limited to: •Priority project processing •Deferral of development impact or permit fees, where possible •Flexibility in development standards, such as parking, setbacks, and landscaping requirements •Density and intensity bonuses •Support for infrastructure upgrades •Assist developers with securing additional financing Additionally, to further promote residential development in the Commercial Mixed-Use zone (CMU), the City will create a residential overlay that allows 100 percent residential and/or require at least 50 percent of the FAR is residential in mixed use projects in the CMU zone. The overlay will be applied to APNs 0037-160-110, 0037-220-130, 0037-220-190, and 0037-220-200, as show in Table 7.	Annually reach out to developers to inform them of the available incentives and obtain feedback by January 2024 on the provided incentives, review annually and amend as needed. Create the residential overlay and apply to APNs 0037-160-110, 0037-220-130, 0037-220-190, and 0037-220-200 by January 2024 to specify residential percentages in CMU zone.	The City continues to incentivize development of residential units in mixed-use projects and residential units in commercial zones, specifically focused in the Downtown Waterfront Specific Plan, and Commercial Mixed Use zones. The City has been in discussions with property owners and developers regarding potential projects and anticipates submittal of applications as early as Spring 2025. The revisions to the Commercial Mixed-Use zone to create a residential overlay applied to APNs 0037-160-110, 0037-220-130, 0037-220-190, and 0037-220-200 will begin in Summer 2024.

Program 1.C	Assist with Affordable Housing Development. To assist in the development of housing for lower-income (extremely low-, very low-, low-income) and moderate-income households, the City will seek interested nonprofit housing sponsors/developers and provide financial incentives for construction of affordable housing by applying for state and federal subsidies. The City will make use of all available programs for which it is eligible to apply and for which eligible projects have been identified. The City will assist nonprofit housing corporations and for-profit developers in applying for state and federal funds for eligible projects (i.e., HOME Program and Community Block Development Grants). The City will also provide a list of vacant and underutilized sites to inform developers of available sites for development.	Apply annually for additional funding and as Notices of Funding Available (NOFAs) are released by the state. The City will post the Housing Element on the City's website as soon as it is adopted and contact affordable housing developers annually to provide them with a list of vacant and underutilized sites for the development of affordable housing and inform them of any available funding opportunities.	The City is working with the Solano County REAP Collaborative to create a list of vacant publicly-owned sites to post on the City's website and market to developers in 2025.
Program 1.D	Site Coordination. The City will continue to work with Caltrans to ensure the transfer of the property rights of the Caltrans Park and Ride site to the City to provide additional opportunities for the development of housing.	Coordinate with Caltrans to ensure the park and ride site is available. Work with a developer and Caltrans to ensure site feasibility.	The City is still interested in transferring the property rights of the Caltrans Park and Ride site. The City has engaged Caltrans and begun moving forward with the process of exploring development on this site.

Program 1.E	Inclusionary Housing Ordinance. The City will research an inclusionary housing ordinance and seek developer input prior to drafting an ordinance. This ordinance will identify acceptable methods to provide affordable housing such as: (a) construction of housing on-site, (b) construction of housing off-site, (c) dedication of land for housing, and (d) payment of an in-lieu fee. Development of this ordinance requires an analysis of the following variables: •Limiting the application of the ordinance to developments exceeding a certain size. •Percentage of housing units required to be set aside as affordable. •Design and building requirements. •Timing of affordable unit construction. •Determination of a fee in lieu of developing affordable units. •Developer incentives, such as fee deferrals and waivers. •Administration of affordability control.	Seek developer input and determine the appropriateness of an inclusionary ordinance within two years after adoption of the Housing Element. If determined appropriate, adopt an inclusionary ordinance within one year of making the determination.	The City has begun researching the feasibility of developing and implementing an inclusionary housing ordinance. If the City determines that an ordinance should be drafted, developer input will be sought prior to undertaking such drafting.
Program 1.F	Mortgage Credit Certificate Program. The City will annually meet with representatives of Solano County, Vallejo, Fairfield, Vacaville, and/or other jurisdictions to determine interest in, and feasibility of, applying for a mortgage revenue bond or mortgage credit certificate allocation. The City will investigate at least one allocation and either issue bonds or mortgage credit certificates, depending on the financial feasibility of issuing bonds. If the use of the first allocation is successful, the City will apply for a second allocation.	Annually meet representatives from the County and representatives from the other cities in the county to discuss interest in applying for mortgage revenues bonds or mortgage credit certificates. If feasible, apply for the first allocation in 2025. If the program is successful, the City will apply for the second allocation in 2026.	The Development Services Director meets monthly with representative from Solano County, Vallejo, Fairfield, Vacaville, Rio Vista, Dixon, and Benicia and plans to discuss the potential for applying for a mortgage revenue bond or mortgage credit certificate allocation.

Program 1.G	First-Time Homebuyer Program. The City will apply for funding to implement a first-time homebuyer program to provide down payment assistance and closing cost assistance to low-income first-time homebuyers. In order to reduce displacement risk of prospective first-time homebuyers being priced out of the community, the City will promote the availability of this program in areas with concentrations of renters, particularly low-income renters, through providing information multilingual materials at public buildings and locations and will post the programs on the City's website and in City buildings.	Consider implementing a first-time homebuyer program by December 2025, annually apply for funding thereafter. Develop informational materials by December 2023, updating annually as needed. Distribute and post on the City's website and in City buildings by April 2024.	Through the Solano County REAP Collabortive, the City is currently exploring a collaboration with other jurisdiction in the county that, amongst other programs, would assist first-time homebuyers with down payments, existing homeowners with housing rehabilitation, and provide other forms of assistance.
Program 1.H	Accessory Dwelling Units (ADUs). The City will encourage the construction of ADUs throughout the city through the following actions, which are aimed at providing an increased supply of affordable units and therefore to help reduce displacement risk for low-income households resulting from overpayment: •Amend the municipal code to be consistent with the latest state legislation related to ADUs, ensuring that ADUs are permitted in all zones that permit single-family or multifamily uses, and permit the construction of a junior accessory dwelling unit (JADU) on each lot in addition to an ADU, in accordance with California Government Code Section 65852.2. •Provide guidance and educational materials for building ADUs on the City's website, including permitting procedures and construction resources. Additionally, the City will present homeowner associations with information about the community and neighborhood benefits of ADUs, and inform them that covenants, conditions, and restrictions (CC&Rs) prohibiting ADUs are contrary to state law. •Proactively advertise the benefits of ADUs by distributing multilingual informational materials in areas of high opportunity (Specifically Quail Glen, Montebello, and the Waterfront District neighborhoods) and limited rental opportunities to increase	Amend the municipal code by June 2023; make ADU materials available by June 2023; evaluate effectiveness of ADU approvals every other year, starting April 2024 and identify additional site capacity, if needed, by 2025. Apply annually for funding to support ADU incentives.	The City, as part of the Solano County REAP Collaborative, is preparing materials to market available ADU incentives and technical assistance to promote ADU development. Marketing materials will be available in Spring/Summer 2025.The Solano County REAP Collaborative is preparing the ADU "Can You Build it?" tool, which combines zoning and ADU regulations to determine the type of ADU that can be built on each lot that allows ADUs in the City. The website will be available in Spring 2025.

Program 1.I	Corner Lot Development. The City will continue to allow construction of duplexes on corner lots and other flexible housing designs according to City design guidelines. The City will create an inventory of available coroner lots and annually reach out to developers to discuss options and opportunities for developing the corner lots identified.	Ongoing. Annually reach out to developers.	The City continues to allow construction of duplexes on corner lots and other flexible housing designs and plans to create an inventory of available corner lots by December 2025.
Program 1.J	Annual Review of the Housing Element. The City will complete the required Housing Element Annual Progress Report (APR) to review the Housing Element on an annual basis to determine the effectiveness of the programs in the element in achieving the City's housing goals and objectives. The City will provide annual reports to the City Council regarding the effectiveness of the Housing Element. The City will take actions necessary to correct any inconsistencies. A copy of this report will be sent to the California Department of Housing and Community Development.	Annually, starting April 1, 2023.	Due to the implementation of an updated building permit tracking system, the City was unable to complete the Housing Element Annual Progress Report timely. The required APR is being submitted to City Council in November 2025 and will be submitted to HCD and OPR. The City's 2025 APR will be completed timely and submitted for review by the City Council.
Program 1.K	Streamlined Approval (SB 35). The City will establish a written policy and/or procedure, and other guidance as appropriate, to specify the Senate Bill (SB) 35 streamlining approval process and standards for eligible projects under Government Code Section 65913.4. The application will be available on the City's website for developers interested in pursuing the streamlined process.	Develop an SB 35 streamlined approval process by June 2024 and implement as applications are received.	The City is currently developing a written SB35 streamlining approval process, including standards for eligible projects. It is anticipated that prior to September 2025 the zoning code will be amended to include this process. At that time the application form and process will be posted on the City's website for the convenience of developers interested in pursuing the streamlined process.
Program 1.L	Objective Design Standards. The City will develop objective design guidelines and standards to provide clear and objective standards related to single family, multifamily, and mixed-use residential developments.	Adopt objective design standards by January 2025 and implement thereafter.	The City has begun putting together a plan for preparing Objective Design Standards in order to meet this objective.

Program 2.A	Preservation of At-Risk Housing Units. The City shall maintain and update the affordable housing database as a mechanism to monitor and identify units at risk of losing their affordability subsidies or requirements. For complexes at risk of converting to market rate, the City shall: •Contact property owners of units at risk of converting to market-rate housing within one year of affordability expiration to discuss the City's desire to preserve complexes as affordable housing. •Coordinate with owners of expiring subsidies to ensure the required notices to tenants are sent out at 3 years, 12 months, and 6 months. •Reach out to agencies interested in purchasing and/or managing at-risk units. •Work with tenants to provide education regarding tenant rights and conversion procedures pursuant to California law.	Annually monitor units at risk of converting; coordinate noticing as required per California law.	The City does not have affordable units at-risk of converting to market rate.
Program 2.B	Housing Choice Vouchers (Section 8) Rental Assistance. The Suisun City Housing Authority will continue to seek additional Section 8 vouchers for its very low-income residents to reduce the number of such households paying more than 30 percent of their incomes for housing expenses when funding for additional vouchers becomes available and the Authority is able to apply for such funding. The City will target resources, as possible, to promote housing mobility and expanded opportunity for extremely low-, very low-, low-, and moderate-income residents to locate in housing in Quail Glen, Montebello, and the Waterfront District neighborhoods.	Ongoing, 2023-2031	Housing Authority staff continues to determine opportunities regarding obtaining additional vouchers.

Program 2.C	Housing Rehabilitation. The City will pursue grant opportunities to create a rehabilitation program. The City will apply for HOME, CalHome, and Community Development Block Grant (CDBG) funds, as well as promote Section 504 Home Repair Program loans and grants to provide housing rehabilitation loans and weatherization services for lower-income households to assist with place-based revitalization in areas with concentrated poverty or rehabilitation need, including neighborhoods west of Walters Road and in the downtown area where housing units are typically older than 30 years. Targeted efforts to improve housing conditions in areas of need will assist in reducing displacement risk for these residents by improving living conditions and enabling them to stay in their home and community.	Starting in 2023, annually apply for funding and as Notices of Funding Availability are released.	Through the Solano County REAP Collaborative, the City is currently exploring a collaboration with other jurisdiction in the county that, amongst other programs, would assist first-time homebuyers with down payments, existing homeowners with housing rehabilitation, and provide other forms of assistance.

Program 2.D	Code Enforcement. The City will develop a proactive code enforcement for ensuring compliance with building and property maintenance codes, which will include property maintenance, abandoned vehicles, housing conditions, overall blight, and health and safety concerns. The City will continue to ensure compliance with building and property maintenance codes. To ensure the City has an accurate percentage of the homes in need of rehabilitation and replacement, the City will complete a Housing Conditions Survey in older neighborhoods and neighborhoods with lower median incomes, to evaluate rehabilitation need. Based on findings of the focused evaluation, the City will identify measures to encourage housing preservation, conservation, and acquisition rehabilitation, and mitigate potential costs, displacement and relocation impacts on residents. These measures may include, but are not limited to: •Streamline permit review for home repairs on housing units identified during the conditions survey. •Seek funding to offer relocation assistance to low-income tenants or owners displaced during rehabilitation efforts. •Seek funding to develop a housing rehabilitation program (see 2.C).	Develop a program to reduce displacement risk as a result of code enforcement within one year of Housing Element adoption; conduct code enforcement on an ongoing basis. Complete a Housing Conditions Survey by December 2023 and determine next steps by June 2024.	Due to lack of funding, the Housing Conditions Survey has not been completed. The City hopes to include funding for this project in the 2025/2026 budget.

Program 3.A	Support Affordable Housing Development. The City will work with housing developers to expand opportunities for affordable lower-income housing for special-needs groups, including persons with physical and developmental disabilities, female-headed households, large families, farmworker housing, extremely low-income households, seniors, and persons experiencing homelessness by creating partnerships, providing incentives, and pursuing funding opportunities: •Support affordable housing development for special-needs groups throughout the city, including in areas that are predominantly single-family residential. The target populations of this include seniors; persons with disabilities, including developmental disabilities; female-headed households; and homeless persons to reduce the displacement risk for these residents from their existing homes and communities. •Promote the use of the density bonus ordinance, application process streamlining, and fee deferrals to encourage affordable housing, with an emphasis on encouraging affordable housing in high-resource areas and areas with limited rental opportunities currently. •Facilitate the approval process for land divisions, lot line adjustments, and/or specific plans or master plans resulting in	Ongoing, as projects are processed by the City. Annually apply for funding and annually engage with North Bay Regional Center.	The City is in the process of creating an outreach program to inform developers of available incentives. This is planned for 2025.

Program 3.B	Extremely Low-Income Housing. The City will encourage additional housing resources for extremely low-income residents, particularly seniors, farmworkers, and persons with physical or developmental disabilities, through a variety of actions, including: •Facilitate and encourage the construction of housing affordable to extremely low-income households by assisting nonprofit and for-profit developers with financial and/or technical assistance in a manner that is consistent with the City's identified housing needs. •Provide financial support annually, as available, to organizations that provide counseling, information, education, support, housing services/referrals, and/or legal advice to extremely low-income households, persons with disabilities, farmworkers, and persons experiencing homelessness.	Ongoing, as projects are processed by the Development Services Department. By December 2024, outreach to organizations that support extremely low-income residents to understand funding needs, and review and prioritize local funding at least twice in the planning period, and support expediting applications as they are submitted. Annually coordinate to address and identify the needs of farmworkers and inform developers of available funding and incentives for farmworker housing.	As projects are submitted, the City discusses the incentives and opportunity for including housing affordable to extremely low income households.

Program 3.C	Support Housing for Residents with Developmental Disabilities. The City will coordinate housing activities and outreach with the North Bay Regional Center and encourage housing providers to designate a portion of new affordable housing developments for persons with disabilities, especially persons with developmental disabilities, to increase housing mobility opportunities and pursue funding sources designated for persons with special needs and disabilities. Implement an outreach program in coordination with the North Bay Regional Center that informs families in the city about housing and services available for persons with developmental disabilities, such as developing informational brochures and directing people to service information on the City's website.	Meet annually with the North Bay Regional Center to discuss opportunities for persons with developmental disabilities and develop an outreach plan by June 2024. Develop a brochure and/or post information on the City's website by October 2024.	The City is in the process of posting available information on the City website to inform residents of available resources provided by the North Bay Regional Center.
Program 3.D	Large Unit Development: The City will work closely with private and nonprofit developers of new multifamily housing to target subsidies and programs to encourage the inclusion of three- and four-bedroom units in affordable rental projects to reduce displacement risk while also facilitating housing mobility opportunities for large households. The City will prioritize projects of three and four bedroom units in areas of concentrated overcrowding.	Ongoing, discuss large unit potential with developers as projects are proposed and as a part of implementation of Programs 1.B, 1.C, 1.I, and 3.A.	The City is in the process of creating an outreach program to inform developers of available incentives. This is planned for 2025.
Program 3.E	Regional Homeless Issues. The City will cooperate with neighboring cities, the County, and other agencies in the development of programs aimed at providing homeless shelters and related services. During this coordination, the City will monitor the demographic composition of the homeless population to identify needs for targeted resources and determine what efforts to take, such as providing education on the financial assistance and programs available.	Meet with neighboring cities, and the County annually to discuss homeless issues and identify actions to address homelessness. Kick off meetings by December 2023, develop a plan by June 2024, implement the plan by December 2024.	The City continues to take part in regional homeless forums to discuss issues present in the County. This effort will continue through 2025.

Program 4.A	Amend Development Standards to Remove Constraints. The City will amend the Zoning Ordinance to review and revise standards to comply with State law. •Emergency Shelters: Allow sufficient parking to accommodate all staff working in the emergency shelter, provided that the standards do not require more parking for emergency shelters than other residential or commercial uses within the same zone, in compliance with Government Code Section 65583(a)(4)(A)(ii)). •Residential Care Facilities: Allow residential care facilities, regardless of size, in all zones that permit residential uses of the same type, in accordance with the City's definition of family. •Family Definition: Define "family" in the Zoning Ordinance to comply with state law.	Amend the Zoning Code by December 2024. Monitor parking requirements until January 2027, revise within one year if needed.	Amendments have been made to the zoning code to comply with recent changes to state law; additional amendments are anticipated to be adopted in 2025.

Program 4.B	Reasonable Accommodations. The City will implement state requirements (Sections 4450 to 4460 of the California Government Code and Title 24 of the California Code of Regulations) to include accessibility in housing and public facilities for persons with disabilities: •Encourage housing developers to include mobility-impaired accessibility in their project designs and prioritize these types of projects to increase housing mobility opportunities for seniors and persons with disabilities. •Review regulations and procedures for City-funded or operated housing programs to ensure that they do not exclude participation by persons with disabilities. •Include accessibility considerations in the preparation of the City's capital improvement plan and the allocation of funding for capital improvements in support of housing and residential neighborhoods for persons with physical or developmental disabilities.	Ongoing, as applications are processed by the City; review and revise regulation approval findings as needed by December 2024.	The implementation of this program is ongoing.
Program 4.C	Density Bonus. The City will comply with California Government Code Section 65915, as revised, amend the Zoning Code to be consistent with State density bonus law.	Amend the Zoning Code by December 2024.	The City has approved text amendments to bring the zoning code into compliance with state law; these amendments will take effect prior to June 2025.The City is working with the Solano County REAP Collaborative to prepare marketing materials to promote the use of density bonuses for lower-income units. Marketing materials will be available in Summer 2025.

Program 4.D	Development Review and Processing Procedures. The City will annually reach out to developers to continually seek to improve development review and procedures to minimize the time required for review and project approval. This reduction in time will reduce the cost to developers and may increase housing production in the city. Based on feedback from the development community, the City will review and reduce fees as necessary to ensure they do not constrain development.	Annually reach out to developers to gather input on current development review and processing procedures and review and revise, starting in June 2023 and annually thereafter.	The City is in the process of creating an outreach program to inform developers of available incentives. This is planned for 2025.
Program 4.E	Monitor Nongovernmental Constraints Impeding Residential Development. The City will monitor residential developments that have been approved by the City and where building permits or final maps have not been obtained, the City will make diligent efforts to contact applicants to discover why units have not been constructed within two years after approval. If due to nongovernmental constraints, such as rapid increases in construction costs, shortages of labor or materials, or rising interest rates, to the extent appropriate and legally possible, the City will seek to identify actions that may help to reduce or remove these constraints. Additionally, the City will proactively work with stakeholders to identify nongovernmental constraints or other considerations that may impede the construction of housing in Suisun City and work collaboratively to find strategies and actions that can eliminate or reduce identified constraints.	Monitor two years after project approval, implement as needed.	The City utilizes the Annual Progress Report as a way of monitoring approval timelines and will identify any projects where construction does not occur within two years and reach out to developers to identify any potential constraints.

Program 5.A	Fair Housing Program: Fair housing is defined as a condition where individuals of similar incomes in the same housing market have a like range of choice available to them regardless of their race, color, ancestry, national origin, religion, disability, sex, sexual orientation, familial status, marital status, or other such factors. To comply with Assembly Bill (AB) 686, the City has included an Assessment of Fair Housing in this Housing Element and identified the following actions to affirmatively further fair housing (AFFH): •Implement the following actions: - Programs to support place-based revitalization: 2.C, 2.D. - Programs to encourage affordable housing in high resource areas: 3.1.1, 3.2.3 - Programs to facilitate housing mobility opportunities: 1.B, 1.C, 1.D, 1.E, 1.F, 1.H, 1.J, 2.A, 2.B, 3.C, 3.D, 4.B - Programs to reduce displacement risk: 1.G, 1.H, 2.C, 2.D, 3.A, 3.B, 3.C, 3.D, 4.B •Seek funding annually to contract directly with a fair housing service provider, such as Fair Housing Advocates of Northern California (FHANC).	Refer to each strategy in the AFFH program for specific timeframes.	Through the Solano County REAP Collabortive, the City is in the process of creating a factsheet on Solano Mobility programs. The City will post these on the the website, social media, and public buildings in the Summer of 2025.

Program 6.A	Promote Energy Conservation. Promote energy efficiency in existing housing and new development: •Annually reviewing local building codes to ensure consistency with State-mandated green buildings standards. •Encourage developers to be innovative in designing energy-efficient homes and improving the energy efficiency of new construction. •Provide information on the website and through printed materials at City Hall on the following programs: - PG&E's Energy Savings Assistance Program for low-income households who want to make their homes energy efficient. - Promote the Low-Income Home Energy Assistance Program (LIHEAP) to assist low-income residents with one-time energy bill payments and home weatherization services for improved energy efficiency and health and safety. - Promote California's Low-Income Weatherization Program, which provides low-income households with solar photovoltaic (PV) systems and energy-efficiency upgrades at no cost to residents.	Make information easily available on the City's website by June 2023 and print materials and make available at public facilities by August 2023.	The City has posted energy efficiency materials as of mid-2024.

Jurisdiction	Suisun City	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Planning	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table E

Commercial Development Bonus Approved pursuant to GC Section 65915.7

Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
1				2				3	4
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
Summary Row: Start Data Entry Below									

Jurisdiction	Suisun City	
Reporting Period	2024	31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type	Units that Do Not Count Towards RHNA+ Listed for Informational Purposes Only				Units that Count Towards RHNA + Note - Because the statutory requirements severely limit what can be counted, please contact HCD at apr@hcd.ca.gov and we will unlock the form which enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1+. For detailed reporting requirements, see the chcklist here:
	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

Jurisdiction	Suisun City	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F2
Above Moderate Income Units Converted to Moderate Income Pursuant to Government Code section 65400.2

For up to 25 percent of a jurisdiction's moderate-income regional housing need allocation, the planning agency may include the number of units in an existing multifamily building that were converted to deed-restricted rental housing for moderate-income households by the imposition of affordability covenants and restrictions for the unit. Before adding information to this table, please ensure housing developments meet the requirements described in Government Code 65400.2(b).

Project Identifier					Unit Types		Affordability by Household Incomes After Conversion							Units credited toward Moderate Income RHNA		Notes
1					2	3	4							5		6
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID	Unit Category (2 to 4,5+)	Tenure R=Renter	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total Moderate Income Units Converted from Above Moderate	Date Converted	Notes
Summary Row: Start Data Entry Below							0	0	0	0	0	0	0	0		

Jurisdiction	Suisun City	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Period	6th Cycle	01/31/2023 - 01/31/2031

NOTE: This table must only be filled out if the housing element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table G

Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of

Project Identifier						
1				2	3	4
APN	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID+**	**Realistic Capacity Identified in the Housing Element**	**Entity to whom the site transferred**	**Intended Use for Site**
Summary Row: Start Data Entry Below						

Jurisdiction	Suisun City	**NOTE: This table must contain an invenory of ALL surplus/excess lands the reporting jurisdiction owns**	Note: "+" indicates an optional field Cells in grey contain auto-calculation formulas
Reporting Period	2024 (Jan. 1 - Dec. 31)		

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

For Solano County jurisdictions, please format the APN's as follows:9999-999-999

Table H
Locally Owned Surplus Sites

Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	**Street Address/Intersection**	**Existing Use**	**Number of Units**	**Surplus Designation**	**Parcel Size (in acres)**	**Notes**
Summary Row: Start Data Entry Below						

Jurisdiction	Suisun City	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

NOTE: STUDENT HOUSING WITH DENSITY BONUS ONLY. This table only needs to be completed if there were student housing projects WITH a density bonus approved pursuant to Government Code65915(b)(1)(F)

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table J

Student housing development for lower income students for which was granted a density bonus pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of Section 65915

Project Identifier				Project Type	Date	Units (Beds/Student Capacity) Approved							Units (Beds/Student Capacity) Granted	Notes
1				2	3	4							5	6
APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SH - Student Housing)	Date	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total Additional Beds Created Due to Density Bonus	Notes
Summary Row: Start Data Entry Below														

Jurisdiction	Suisun City	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT

Table K

Tenant Preference Policy

Local governments are required to inform HCD about any local tenant preference ordinance the local government maintains when the jurisdiction submits their annual progress report on housing approvals and production, per Government Code 7061 (SB 649, 2022, Cortese). Effective January 1, 2023, local governments adopting a tenant preference are required to create a webpage on their internet website containing authorizing local ordinance and supporting materials, no more than 90 days after the ordinance becomes operational.

Does the Jurisdiction have a local tenant preference policy?	No
If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage containing authorizing local ordinance and supporting materials.	
Notes	

Jurisdiction	Suisun City	
Reporting Year	2024	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Local Early Action Planning (LEAP) Reporting
(CCR Title 25 §6202)

Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.

Total Award Amount	$ -	*Total award amount is auto-populated based on amounts entered in rows 15-26.*

Task	$ Amount Awarded	$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		**0**

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	10
Above Moderate		1
Total Units		**11**

Certificate of Occupancy Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	34
Above Moderate		16
Total Units		**50**

AGENDA ITEM NO. 11.

AGENDA TRANSMITTAL

MEETING DATE: November 18, 2025

AGENDA ITEM: Council Introduction and Waive First Reading of Ordinance No. 2025___ : Repealing and Replacing Chapter 15.04 (Permits-Uniform Code) of Title 15 (Buildings and Construction) of the Suisun City Municipal Code, and Adopting by Reference Part 1 Administrative Code, Part 2 Building Code, Part 2.5 Residential Code, Part 3 Electrical Code, Part 4 Mechanical Code, Part 5 Plumbing Code, Part 6 Energy Code, Part 7 Wildland-Urban Interface Code, Part 8 Historical Building Code, Part 9 Fire Code, Part 10 Existing Building Code, Part 11 Green Building Code, Part 12 Referenced Standards Code, Including Related Appendices, as Identified, Of The California Code Of Regulations Title 24, 2025 Edition Of The California Building Standards Code, Together With Certain Additions, Insertions, Deletions And Changes Thereto, And Making A Determination Of Exemption Under The California Environmental Quality Act.

FISCAL IMPACT: There is no fiscal impact associated with this action.

STRATEGIC PLAN: Ensure Public Safety and Provide Good Governance.

BACKGROUND: Periodically the California Building Standards Commission (CBSC) publishes an updated edition of standards. The 2025 triennial code updates are intended to improve fire, life, and safety requirements for new and altered structures and to further conserve energy and reduce emissions. The Suisun City Municipal Code (SCMC) includes by reference the building codes and standards collectively known as the CBSC. This body of codes includes the building code, plumbing code, mechanical code, electrical code, fire code, and other supporting documents.

This ordinance adopts all applicable portions of the newly published 2025 CBSC, administrative procedures, and carries forward amendments related to fire protection adopted as part of the last code update. There are no new code amendments that are proposed as part of this effort.

If approved, the proposed ordinance would not approve any physical development project, and it would not result in a direct or indirect physical change in the environment. Rather, these triennial updates are necessary to maintain consistency with State law and ensure a safely built environment.

STAFF REPORT: In the State process, certain model codes published by organizations such as the International Code Council, International Association of Plumbing and Mechanical Officials, National Fire Protection Association, etc., are reviewed and amended by the California Building Standards Commission. The CBSC has completed this process and the body of codes known collectively as the 2025 California Building Standards Code has been published, which takes effect on January 1, 2026. Therefore, the SCMC must be amended to update its references to the latest building and fire code editions to preserve the public, health, safety, and welfare.

It is worth noting that on June 30, 2025, the Governor signed two budget trailer bills into law, which took effect immediately (Assembly Bill 130 and Senate Bill 131). Collectively, these bills resulted in changes to the California Environmental Quality Act (CEQA) and State housing laws; however, for purposes of this ordinance, only the portions that affected a city's ability to make local amendments are

discussed.
Prior to AB 130, a city could adopt local amendments, including more restrictive regulations, to the State building codes, if the city made an express finding that the change was reasonably necessary due to local climatic, geological, or topographical conditions. Now, AB 130 prohibits cities from making such changes (as applied to residential units – nonresidential units remain unaffected) unless one of the following conditions is met (note: this is a non-exhaustive list as not all of the possible conditions apply to the City):

- The change is substantially similar to one adopted by the City in the past, which is still in effect as of the date of this adoption;
- The Building Standards Commission deems the change necessary as an emergency standard to protect health and safety; and/or
- The change relates to home hardening measures.

If a proposed change satisfies one or more of these conditions, the City Council must make express findings as to the condition(s) satisfied, and that the change is reasonably necessary because of local climatic, geological, or topographical conditions. Accordingly, the proposed ordinance incorporates findings on both topics to allow for the City to continue to make its necessary local amendments and carry forward previously adopted fire-related code amendments.

The proposed amendments and required findings are shown in Attachment 1, Ordinance No. ___. If approved, the ordinance would primarily apply to SCMC Title 15, Buildings and Construction, Chapter 15.04, Permits – Uniform Codes, by updating references to the newest 2025 CBSC. For informational purposes, a redlined version of the proposed amendments are included in Attachment 2, Redlined Amendments.

Environmental Review
CEQA requires analysis of agency approvals of discretionary "Projects." A "Project," under CEQA, is defined as "the whole of an action, which has a potential for resulting in either a direct physical change in environment, or a reasonably foreseeable indirect physical change in the environment" (State CEQA Guidelines Section 15378). The proposed Project is a project under CEQA. However, this Project is exempt from CEQA under State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption). b

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STAFF RECOMMENDATION: Staff recommends that the City Council:

1. Introduce and waive first reading of an ordinance amending Title 15, Buildings and Construction, Chapter 15.04, Permits – Uniform Codes, of the Suisun City Municipal Code, adopting by reference the 2025 California Building Standards Code and determining that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption); and
2. Set a public hearing date for the December 16, 2025, regular City Council meeting to consider adoption of the proposed Ordinances repealing and replacing Title 15, Chapter 15.04 ("Permits-Uniform Code") of the Suisun City Municipal Code.

DOCUMENTS ATTACHED: 1. Council Introduction and Waive First Reading of Ordinance No. ___ amending Title 15, Buildings and Construction, adopting by reference the 2025 California Building Standards Code and determining that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption).
2. Redlined Amendments.

PREPARED BY:	John Kearns, Principal Planner
REVIEWED BY:	Ricky Caperton, AICP, Development Services Director
APPROVED BY:	Bret Prebula, City Manager

ATTACHMENTS:

1. 2025 CBSC ATCH 1 ORD No..docx
2. 2025 CBSC ATCH 2 CC ORD. No. Redline.docx

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ORDINANCE NO. ____

An Ordinance Of The City Council Of The City Of Suisun City Repealing And Replacing Chapter 15.04 (Permits-Uniform Code) Of Title 15 (Buildings And Construction) Of The Suisun City Municipal Code, And Adopting By Reference Part 1 Administrative Code, Part 2 Building Code, Part 2.5 Residential Code, Part 3 Electrical Code, Part 4 Mechanical Code, Part 5 Plumbing Code, Part 6 Energy Code, Part 7 Wildland-Urban Interface Code, Part 8 Historical Building Code, Part 9 Fire Code, Part 10 Existing Building Code, Part 11 Green Building Code, Part 12 Referenced Standards Code, Including Related Appendices, As Identified, Of The California Code Of Regulations Title 24, 2025 Edition Of The California Building Standards Code, Together With Certain Additions, Insertions, Deletions And Changes Thereto, And Making A Determination Of Exemption Under The California Environmental Quality Act

WHEREAS, the City of Suisun City previously adopted the 2022 Edition of the California Building Standards Code along with specific local amendments to address certain conditions within the City; and

WHEREAS, California Health and Safety Code Section 18938(b) generally provides that the most recent edition of the California Buildings Standards Code shall apply to all occupancies in the state and shall become effective 180 days after publication by the California Building Standards Commission; and

WHEREAS, the California Building Standards Commission published the 2025 Edition of the California Building Standards Code, codified in Title 24 of the California Code of Regulations, which becomes effective on January 1, 2026; and

WHEREAS, the City Council of the City of Suisun City (the "City") intends to adopt certain parts of the 2025 California Building Standards Code, California Code of Regulations Title 24 (CBSC), and make certain amendments thereto to address the health and safety issues from the City's local climatic, geological or topographical conditions; and

WHEREAS, California Health and Safety Code Sections 17958, 17958.5, 17958.7 and 18941.5 authorize cities and counties to modify the California Building Standards Code by adopting more restrictive building standards and modifications if such standards and modifications are accompanied by express findings that they are reasonably necessary because of local climatic, geological, or topographical conditions; and

WHEREAS, in accordance with Government Code Section 50022.3, a properly noticed public hearing concerning adoption of the Codes referenced in the title of this Ordinance has been held prior to the adoption of this Ordinance; and

WHEREAS, at least one copy of said Codes, certified as full, true and correct, has been filed in the office of the building official of the City of Suisun City in accordance with the provisions of California Government Code Section 50022.6.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUISUN CITY DOES ORDAIN AS FOLLOWS:

SECTION 1. Recitals. The City Council hereby finds the recitals to this Ordinance are true and correct and establish the factual basis for the City Council's adoption of this Ordinance.

SECTION 2. AB 130 Finding. Amendments to building standards affecting residential uses contained in this Ordinance are changes or modifications substantially equivalent to existing changes or modifications that were previously adopted and filed by the City of Suisun City and were in effect as of September 30, 2025. (Health and Safety Code Sections 17958.5 and 18941.5).

SECTION 3. Environmental Findings. The City Council finds this ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the California Code of Regulations (CEQA Guidelines) because it can be seen with certainty that there is no possibility that this Ordinance may have a significant effect on the environment.

SECTION 4. Adoption of Building and Construction Codes. Chapter 15.04 (Permits-Uniform Code) of Title 15 (Buildings and Construction) of the Suisun City Municipal Code is hereby repealed and replaced in its entirety, as shown in **Exhibit A** attached hereto and incorporated by reference herein; provided however, that such repeal shall not affect or excuse any violation of any provision of the Suisun City Municipal Code prior to the effective date of this Ordinance.

SECTION 5. Effective Date. This Ordinance shall take effect on January 1, 2026, or 30 days after its adoption, whichever is later.

SECTION 6. Local Amendment Findings.

California Health and Safety Code Sections 17958.5, 17958.7, and 18941.5 require findings to be made in order to change or modify the requirements contained in the California Building Standards Code, based on local climatic, geographical or topographical conditions. The City Council of Suisun City finds that modifications to the California Building Code (CBC), California Residential Code (CRC), and California Fire Code (CFC), are reasonably necessary because of the following local climatic and topographical conditions:

A. Local Climatic Conditions - Suisun experiences long, dry summers from April to November, accompanied by high winds, with the windiest months occurring from April to September. The prevailing winds originate from the San Francisco Bay and Suisun Bay, with average summer wind speeds ranging from about 12 to 15 mph. These dry climatic conditions, combined with strong winds, significantly increase the potential for fires to ignite and spread rapidly. Accordingly, enhanced fire protection measures, including higher fire rated roof covers, automatic fire sprinkler systems, and other fire protection systems and features, are necessary to provide immediate fire suppression, protect building occupants, and reduce the likelihood of fires spreading before fire department response.

B. Local Topographical Conditions - Suisun City contains many undeveloped parcels containing highly combustible dry grass, weeds, and brush, often located adjacent to residential and commercial developments. Additionally, the Suisun Marsh, which borders the City, becomes extreme dry and susceptible to fire during the summer months. The combination of dry vegetation and high winds creates conditions under which fires can spread quickly and exceed the control capacity of emergency responders. These topographical conditions necessitate additional on-site fire protection features to mitigate risks to life and property.

Code Section:	**Specific Local Conditions:**
CBC 903.2	A, B
CBC 905.3.1	A, B
CBC 1505.1	A, B
CBC 1512.1	A, B
CFC 307.1.1	A, B
CFC 903.2	A, B
CFC 905.3.1	A, B
CRC R902.1	A, B
CRC R908.1	A, B

SECTION 7. Filing with California Building Standards Commission. A copy of this Ordinance and Suisun City Municipal Code Chapter 15.04 shall be filed with the California Building Standards Commission in accordance with Health and Safety Code Section 17958.7.

SECTION 8. Severability. If any section, subsection, paragraph or sentence of this Ordinance, or any part thereof, is for any reason found to be unconstitutional, invalid or beyond the authority of the City of Suisun City by a court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance.

SECTION 9. Certification and Publication. The City Clerk shall certify the adoption of this Ordinance and shall cause the same to be posted and codified in the manner required by law.

INTRODUCED at a regular meeting of the City Council of the City of Suisun City, California, on this 18th day of November 2025.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Suisun City, California, on this ___ day of December 2025.

_____
Alma Hernandez, Mayor

ATTEST:

_____
Anita Skinner, City Clerk

APPROVED AS TO FORM
AND LEGAL CONTENT:

_____
Patrick Enright, City Attorney

CERTIFICATION

I, Anita Skinner, City Clerk of the City of Suisun City and ex-officio Clerk of the City Council of said City, do hereby certify that the above and foregoing ordinance was introduced at a regular meeting of the said City Council held on November 18th, 2025, and passed and adopted at a regular meeting of said City Council held on December ___, 2025, by the following vote:

AYES: Councilmembers: _____
NOES: Councilmembers: _____
ABSENT: Councilmembers: _____
ABSTAIN: Councilmembers: _____

WITNESS my hand and the seal of said City this ___ day of December 2025.

_____
Anita Skinner, City Clerk

EXHIBIT A

Chapter 15.04 of Title 15 of the Suisun City Municipal Code is hereby repealed and replaced in its entirety to read as follows:

"**Chapter 15.04**
PERMITS—UNIFORM CODES

15.04.010 Purpose.

This chapter is enacted for the purpose of adopting rules and regulations pursuant to the State Housing Law and the Health and Safety Code, for the protection of the public health, safety and general welfare of the occupant and the public governing the creation, construction, enlargement, conversion, alteration, repair, moving, removal, demolition, occupancy, use, height, court area, sanitation, ventilation and maintenance of any building used for human habitation; provided, however, that nothing in the codes adopted in this chapter shall be construed to prevent any person from performing his own building, mechanical, plumbing or electrical work when performed with the permits in compliance with this chapter.

15.04.020 Definitions.

Whenever any of the following names or terms are used in this chapter or in any of the codes adopted by reference by this chapter, unless the context directs otherwise, such names or terms so used shall have the meaning ascribed thereto by this section:

A. "Board of appeals," "housing advisory and appeals board" and any other reference to the appellate body, mean the Board of Appeals for the City of Suisun City made up of five building official members of the Napa-Solano Chapter of the International Code Council (NSICC) chosen on a case-by-case basis. The NSICC, an organization of building officials, building inspectors, and construction industry personnel, was formed in 1978 to help maintain consistent and uniform code enforcement and code interpretation within the jurisdictions of Napa and Solano Counties. Building officials from jurisdictions within Napa and Solano Counties and neighboring counties are members of the NSICC. Building official members of the NSICC are well versed in the technical and administrative provisions of construction codes.

B. The "accessibility appeals board" shall mean the Board of Appeals for the City of Suisun City plus an additional two members having demonstrated experience dealing with accessibility standards and their applications, appointed on a case-by-case basis.

C. All decisions by the board of appeals and by the accessibility appeals board shall be submitted in writing to the city council for final review. All actions found by the city council to be based on incomplete or inadequate analysis shall be referred back to the appropriate board for further deliberations.

D. "Building official," "plumbing official," "chief," "electrical inspector," "fire code official," "administrative authority" and similar references to a chief administrative position mean the chief building official of the City of Suisun City; provided, however, that:

1. Where such terms are used in connection with those duties imposed by statute or ordinance upon the county health officer the terms shall include the county health officer;

2. For the purpose of implementing the Uniform Code for the Abatement of Dangerous Buildings, the term "authorized representative" of the "building official" shall refer to and include the director of environmental health and such personnel of the Solano County Department of Resource Management Environmental Health as the director may designate.

E. "Building department," "electrical department," "plumbing department," "department of fire prevention", "office of administrative authority" or "housing department" means the building department of the city.

F. "City clerk" means the ex officio clerk of the city council.

G. "City council" or "mayor" means the governing elected officials of the City of Suisun City.

H. "Fire chief" means the chief of the fire department of the city wherein a particular building is or is to be located, or, for any area not within the city limits, the same shall mean the county fire warden designated by the board of supervisors.

I. "Safety assessment" is a visual, non-destructive examination of a building or structure for the purpose of determining the condition for continued occupancy.

15.04.030 Uniform codes adopted.

Subject to the modifications and amendments contained in this chapter, the following primary and secondary codes are adopted and incorporated into the codes of the city by reference and as having the same legal effect as if their respective contents were set forth in this chapter and which may be amended from time to time:

A. The 2025 Edition of the California Building Code (CBC) (Part 2 of Title 24 of the California Code of Regulations) is adopted by reference as the building code of the city.

B. The Uniform Housing Code, 1997 Edition, as published by the International Code Council and adopted by the State of California under Title 25 of the California Code of Regulations, is adopted by reference as the housing code of the city.

C. The 2025 Edition of the California Plumbing Code (Part 5 of Title 24 of the California Code of Regulations), including all appendices (Appendices A through S), is adopted by reference as the plumbing code of the city.

D. The 2025 Edition of the California Electric Code (Part 3 of Title 24 of the California Code of Regulations), is adopted by reference as the electrical code of the city.

E. The 2025 Edition of the California Mechanical Code (Part 4 of Title 24 of the California Code of Regulations), including all appendices (Appendices A through J), is adopted by reference as the mechanical code of the city.

F. The Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, as published by the International Code Council, is adopted by reference as the dangerous buildings code of the city, with Section 205 amended to read as follows: Section 205.1.

In order to provide for final interpretation of provisions of this code and to hear appeals provided for hereunder, there is hereby established a board of appeals as defined in city Code section 15.04.020. The building official shall be an ex officio member of, and shall act as, secretary to said board. The board shall adopt reasonable rules and regulations for conducting its business and shall render all decisions and findings in writing to the appellant, with a copy to the building official. Appeals to the board shall be processed in accordance with the provisions contained in Section 501 of this Uniform Code for the Abatement of Dangerous Buildings. Copies of all rules or regulations adopted by the board shall be delivered to the building official, who shall make them freely accessible to the public.

G. The California Referenced Standards Code, 2025 Edition, (Part 12 of Title 24 of the California Code of Regulations) is adopted by reference as the building standards of the city.

H. The 2025 Edition of the California Fire Code (Part 9 of Title 24 of the California Code of Regulations), including Appendix B, Appendix C, Appendix D and Appendix E, is adopted by reference as the fire code of the city.

I. The 2025 Edition of the California Administrative Code (Part 1 of Title 24 of the California Code of Regulations), is adopted by reference as the building standards administrative code of the city.

J. The 2025 Edition of the California Residential Code (CRC) (Part 2.5 of Title 24 of the California Code of Regulations), including Appendices BF (Patio Covers), BO (Existing Buildings and Structures), CI (Swimming Pool Safety Act), is adopted by reference as the residential code of the city.

K. The 2025 Edition of the California Green Building Standards Code (Part 11 of Title 24 of the California Code of Regulations), is adopted by reference as the green building standards code of the city.

L. The 2025 Edition of the California Existing Building Code (Part 10 of Title 24 of the California Code of Regulations), is adopted by reference as the existing building code of the city.

M. The 2025 Edition of the California Historical Building Code (Part 8 of Title 24 of the California Code of Regulations), is adopted by reference as the historical building code of the city.

N. The 2025 Edition of the California Wildland-Urban Interface Code (Part 7 of the Title 24 of the California Code of Regulations), is adopted by reference as the wildland urban-interface code of the city.

O. The 2025 Edition of the California Energy Code (Part 6 of Title 24 of the California Code of Regulations), is adopted by reference as the energy code of the city.

15.04.040 Copies of adopted codes.

The building official shall maintain at least one copy of each primary code adopted by reference, and each secondary code pertaining thereto. The building official shall maintain at least

one copy of each primary code adopted by reference at the building inspection office for public inspection while this chapter is in force.

15.04.050 Utility connections.

It is unlawful for any person, including utility companies, to connect electric power lines or liquefied petroleum gas or natural gas sources permanently to any building or structure for which a permit is required by this chapter until the final inspection has been made and the approval signed by the building inspector. This section shall not prohibit the erection and use of temporary power poles approved by the power company during the course of construction, when approved by the building official.

15.04.060 Encroachment or grading.

No building permit shall be issued for which an encroachment or grading permit is required, unless and until the requirements prerequisite to the encroachment or grading permit have been met.

15.04.070 Conformance of construction to law.

No building permit shall be issued unless and until the building official is satisfied that the construction authorized by the permit will not violate any existing law or ordinance.

15.04.075 Construction work hours.

It shall be the responsibility of anyone engaging in construction or demolition work to restrict the hours of work activity on the site as follows.

A. No construction equipment shall be operated nor any outdoor construction, non-residential projects or repair work shall be permitted within 600 feet from any occupied residence except during the hours of 7:00 a.m. to 8:00 p.m., Monday through Friday, and 8:00 a.m. to 8:00 p.m., on Saturday and Sunday.

B. Construction work hours on residential projects shall be from 7:00 a.m. to 8:00 p.m.

C. A request for an exception to the permitted construction hours and days may be granted by the chief building inspector for emergency work, to offset project delays due to inclement weather, for 24-hour construction projects, or other similar occurrences.

D. City projects determined by the director of public works to be emergencies shall be exempt from these provisions.

E. For construction work hours for earthwork, trenching, concrete or paving see Section 15.12.320.

F. Interior work which would not create noise or disturbance noticeable to a reasonable person of normal sensitivity in the surrounding neighborhood shall not be subject to these restrictions.

15.04.080 Adoption or amendment procedure.

A. The building official shall review all codes newly adopted by the state pursuant to the State Housing Law, Section 17910 et seq. of the Health and Safety Code and shall:

1. Report such newly adopted codes to the city council and advise the board to schedule a hearing not less than ninety days from the date of report; and

2. Place copies of the codes to be considered by the board in the office of the city council, and in the building department for review by the general public.

B. The city council shall, upon the advice of the building official, schedule such public hearing to receive public testimony on the codes to be adopted by the board.

C. The clerk of the city council shall give notice of the time, place and subject matter of the public hearing scheduled on the matter by the council posting in three public places due to the fact that no newspaper is published or printed within the city limits.

D. The city council shall hold such public hearing at the date and time scheduled, and shall then adopt the code with amendments, if any.

15.04.090 Violations and penalties.

A. It is unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy or maintain any building, structure or building service equipment or cause or permit the same to be done in violation of this chapter.

B. Any person, firm, corporation or other entity which violates any of the provisions of this chapter, including any of the codes adopted by reference, or who violates or fails to comply with any order made thereunder, or who builds in violation of any detailed statement of specification of plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which no appeal has been taken, or who fails to comply with such an order as affirmed or modified by the city council or by a court of competent jurisdiction shall be guilty of an infraction unless otherwise provided in this code.

C. Any person, firm, corporation or other entity which is guilty of an infraction under this chapter is punishable pursuant to the fine amounts as set forth in Section 36900(c) of the Government Code relating to violations of building and safety codes, including any amendments or successor statutes thereto.

D. Any failure to correct the condition for which the infraction is imposed within a period of seven days after the issuance of a citation, and for each seven-day period thereafter may be treated as a separate and additional violation subject to the same penalties set forth herein.

E. In addition to the penalties set forth above, any violation beyond the third conviction within a one-year period, or any willful violation of this section which creates an immediate threat to the health, safety or welfare of the members of the public or the occupants of any structure in violation of this section, may be charged as a misdemeanor punishable as provided in Chapter 1.08 of the Suisun City Municipal Code.

F. In addition to the penalties set forth herein, any person, firm, corporation or other entity guilty of a violation of this chapter shall be liable for such costs, expenses and disbursements paid or incurred by the city in correction, abatement and prosecution of the violation.

15.04.095 Enforcement.

A. Pursuant to Section 836.5 of the California Penal Code, the chief building official, any deputy or assistant building official, agent or other employee of the building department of Suisun City is authorized to enforce the provisions of this chapter and to arrest or issue citations to violators thereof.

B. The city manager shall have the power to designate by written order that particular officers and other individuals shall be authorized to enforce particular provisions of this chapter as described in subsection A of this section in addition to those persons set forth therein.

15.04.100 Building permit—Business license required.

A. Any contractor or subcontractor who applies for permits to do work within the city limits of the city shall be denied permits if he does not possess current valid city business licenses.

B. Any permits issued in error to anyone not licensed by the city shall be revoked until such time as all fees are paid and licenses are valid.

15.04.110 Building permit—Application—Plans and specifications.

A. Applications are to be signed by the property owner or a duly licensed contractor, engineer or architect.

B. With each application for a building permit, and when required by the building official for enforcement of any provisions of this chapter, three sets of plans and specifications shall be submitted. The building official may require plans and specifications to be prepared and designed by an engineer or architect licensed by the State of California to practice as such.

15.04.120 Building permit—Professional designs required.

All structures or buildings classified in occupancy groups A, B, E, F, H, I, M, S and R-1 shall be designed in accordance with the Building and Professional Codes of the State of California.

15.04.130 Building permit—Term—Retention of plans.

Permits for all occupancy groups shall be valid for two years from the date of their issuance provided that the time limits of starting work or work stoppage are met. The permit documents and plans or a retrievable document image of the permit documents and plans will be retained as a permanent record for the life of the structure.

15.04.140 Building permit—Fees.

Building permit fees shall be prescribed in the City's Master Fees Schedule except buildings shall be valued as determined by the building official. The value to be used in computing the building permit and building plan review fees shall be the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems and any other permanent equipment.

15.04.150 Fees for plan checking, inspections and/or related permits.

The city council shall establish a schedule of fees, as found in the Master Fees Schedule, to be charged and collected for plan checking, inspection services performed, and for the issuance of permits. A copy of these fee schedules shall be kept in the office of the city clerk and shall be available for public inspection in all city offices where permits are issued.

15.04.160 CBC Section 111.1 amended and CRC Section R110.1—Certificate of occupancy required.

CBC Section 111.1 and CRC Section R110.1 are amended to read as follows:

No building or structure shall be used or occupied whole or in part without a certificate of occupancy. Such a certificate shall not be issued until compliance with all city requirements has been met. Certificates presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. Occupying or using a structure without this approval constitutes a public nuisance.

Exception: Certificates of occupancy are not required for work exempt from permits in accordance with CBC Section 105.2 or CRC Section R105.2.

15.04.170 CBC Section 111.2 amended and CRC Section R110.2—Certificate of occupancy—Requirements.

CBC Section 111.2 and CRC Section R110.2 are amended to add the following at the end of the first paragraph:

A certificate of occupancy shall not be issued until all applicable city ordinances, resolutions, regulations and the conditional use permit conditions have been complied with.

15.04.180 CBC Section 110.3.12 amended and CRC Section R109.1.6 Final inspection.

CBC Section 110.3.12 and CRC Section R109.1.6 are amended to read as follows:

The final inspection shall be made after final grading and the building is completed and ready for occupancy. This shall mean all electrical, plumbing and mechanical complete and ready

for occupancy, as well as all floor covering installed and painting completed, as well as any required exterior landscaping complete with house, sidewalks and streets cleaned.

15.04.190 California Building Code and California Residential Code amended—Roofing.

A. CBC Section 1505.1 and CRC Section R902.1 are amended to add the following at the end of the first paragraph:

All materials applied as roof covering shall have a fire rating of class "B" or better.

B. CBC Section 1512.1 and CRC Section R908.1 are amended to add the following at the end of the first paragraph:

All materials applied as roof covering for re-roofing shall have a fire rating of class "B" or better, when 50% or more of an existing roof is replaced within 1 year.

C. Section 903.2 of the CBC is amended to read as follows:

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures, in which the total floor area of all floors exceeds five thousand (5,000) square feet, shall be provided in the locations described in Section 903.2.1 through 903.2.12 and Sections 903.2.14 through 903.2.21.

D. Section 905.3.1 of the CBC is amended to read as follows:

905.3.1 Height. In other than Group R-3 and R-3.1 occupancies, Class III standpipe systems shall be installed throughout at each floor where any of the following occur:

1. Buildings where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of fire department vehicle access.
2. Buildings that are three or more stories in height.
3. Buildings where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of fire department vehicle access.
4. Buildings that are two or more stories below the highest level of fire department vehicle access.

Exceptions:

1. Class I standpipes are allowed in buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2.
2. Class I standpipes are allowed in Group B and E occupancies.
3. Class I standpipes are allowed in parking garages.
4. Class I standpipes are allowed in basements equipped throughout with an automatic sprinkler system.
5. Class I standpipes are allowed in buildings where occupant-use hose lines will not be utilized by trained personnel or the fire department.

6. In determining the lowest level of fire department vehicle access, it shall not be required to consider either of the following:

    6.1. Recessed loading docks for four vehicles or less.

    6.2. Conditions where topography makes access from the fire department vehicle to the building impractical or impossible.

15.04.200—15.04.220 Reserved.

15.04.230 California Fire Code Amendments.

A. Section 307.1.1 of the California Fire Code is amended to read as follows:

307.1.1 Prohibited Open Burning. Open burning is prohibited in the City of Suisun City. Any burning, open or otherwise, that constitutes a nuisance which is injurious to health, or is indecent or offensive to the senses, or is offensive, or objectionable because of smoke emissions, or when atmospheric conditions or local circumstances make such fires hazardous, shall be prohibited. The fire code official is authorized to order the extinguishment by the owner, occupant, responsible person, or the fire department of any burning that creates or adds to a hazardous or objectionable situation.

B. Section 903.2 of the California Fire Code is amended to read as follows:

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures, in which the total floor area of all floors exceeds five thousand (5,000) square feet, shall be provided in the locations described in Section 903.2.1 through 903.2.12 and Sections 903.2.14 through 903.2.21.

C. Section 905.3.1 of the California Fire Code is amended to read as follows:

905.3.1 Height. In other than Group R-3 and R-3.1 occupancies, Class III standpipe systems be installed throughout at each floor where any of the following occur:

1. Buildings where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of fire department vehicle access.
2. Buildings that are three or more stories in height.
3. Buildings where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of fire department vehicle access.
4. Buildings that are two or more stories below the highest level of fire department vehicle access.

Exceptions:

1. Class I standpipes are allowed in buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2.
2. Class I standpipes are allowed in Group B and E occupancies.
3. Class I standpipes are allowed in parking garages.
4. Class I standpipes are allowed in basements equipped throughout with an automatic sprinkler system.

5. Class I standpipes are allowed in buildings where occupant-use hose lines will not be utilized by trained personnel or the fire department.

6. In determining the lowest level of fire department vehicle access, it shall not be required to consider either of the following:

    6.1. Recessed loading docks for four vehicles or less.

    6.2. Conditions where topography makes access from the fire department vehicle to the building impractical or impossible.

15.04.240 Reserved.

15.04.270 Reserved.

15.04.295 Reserved.

15.04.300 Reserved.

15.04.310 Fire Code modifications and appeals.

A. Purpose. The purpose of this section is to provide a process for appeals and modification requests for any orders or directives issued by the fire chief pursuant to their authority under the Suisun City Municipal Code and the Fire Code, as well as to provide an appeal process for cost recovery fee demands pursuant to Chapter 9.32 (First Responder Fee), and any other cost recovery or permit scheme pursuant to these codes, as may be adopted by the city council.

B. Modifications. The fire chief is authorized to modify the application of any of the provisions of the Fire Code upon application in writing by the property owner, or their duly authorized representative, where there are practical difficulties in the way of carrying out the provisions of the Fire Code, provided the fire chief finds that the spirit or intent of the Fire Code shall be complied with, public safety secured, and substantial justice done. The justification or reasons for such modifications, when granted or approved, and the decisions of fire chief shall be entered upon the records of the fire department, and a signed copy of such grant or approval shall be furnished to the applicant.

C. Appeals. The imposition of a cost recovery fee, order, or directive of the fire chief may be appealed by the person who the subject of the order. The fire chief shall issue the order in writing, mailed to the last known address of the property owner, specifying the grounds for order, based on a preponderance of the evidence.

D. Appeal Process

1. Directives and Orders.

    a. Any person who wishes to appeal an order or directive (collectively, "order") by the fire chief shall file a written appeal with the city clerk within 15 days after deposit of the order in the mail, specifying in detail the grounds for such appeal. The notice of appeal shall be accompanied by a nonrefundable fee as established in the city's master fee schedule. Failure to file a timely appeal will be considered a failure to exhaust administrative remedies for the purpose of

seeking judicial review under subsection E of this section. In the event an appeal is timely filed, the order shall not be effective until a final decision has been rendered by the city manager.

b. The appeal shall be heard by the city manager. The city clerk shall provide at least ten days' prior written notice of the date, time, and place of the hearing.

c. The decision of the city manager shall be rendered within 15 days from the close of the hearing and shall be mailed to the address provided by the appellant. The decision of the city manager shall be in writing, and shall articulate the grounds thereof. The decision of the city manager is final.

2. Cost Recovery Fees.

a. Any person who wishes to appeal a cost recovery fee by the fire chief shall file a written appeal with the city clerk within 30 days after deposit of the fee demand in the mail, specifying in detail the grounds for such appeal. The notice of appeal shall be accompanied by a nonrefundable fee as established in the city's master fee schedule. Failure to file a timely appeal will be considered a failure to exhaust administrative remedies for the purpose of seeking judicial review under subsection E of this section. In the event an appeal is timely filed, the order shall not be effective until a final decision has been rendered by the city council.

b. The appeal shall be heard by the city council. The city clerk shall provide at least ten days' prior written notice of the date, time, and place of the hearing.

c. The decision of the city council shall be rendered within 15 days from the close of the hearing and shall be mailed to the address provided by the appellant. The decision of the city council shall be in the form of a resolution.

E. The following procedures shall apply to appeal hearings:

1. All parties shall have the right to be represented by legal counsel, to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues, and to impeach any witness regardless of which party first called him or her to testify, and to rebut evidence.

2. The hearing is an informal quasi-judicial proceeding, and is not conducted according to technical rules relating to evidence and witness. Any relevant evidence that is determined to be reliable will be admitted, regardless of its admissibility in a civil action. Hearsay evidence will be allowed for the purpose of supplementing or explaining other evidence, but over timely objection such evidence will not be sufficient in itself to support a finding unless it would be admissible over objection in a civil action. The rules of privilege shall be effective to the extent they are otherwise required by stature to be recognized at the hearing. Irrelevant and unduly repetitious evidence shall be excluded.

3. Any objections to the conduct of the hearing and/or to the introduction of evidence that are not timely made will be deemed waived. For the purposes of making a timely objection, an objection is timely if made before submission of the case for decision.

4. When a party does not proficiently speak or understand the English language the party may provide an interpreter at the party's own expense. An interpreter shall not have any involvement in the issues of the case prior to the hearing.

5. The decision of the city manager or city council, as applicable, shall be final and shall be subject to judicial review according to the provisions and time limits set forth in Section 1094.6 of the California Code of Civil Procedure.

15.04.360—15.04.380 Reserved.

15.04.390 Residential solar projects.

A. Definitions. For the purposes of this residential solar projects section, the following definitions shall apply:

1. A "solar energy system" means either of the following:

   a. Any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage, and distribution of solar energy for space heating, space cooling, electric generation, or water heating; or

   b. Any structural design feature of a building, whose primary purpose is to provide for the collection, storage, and distribution of solar energy for electricity generation, space heating or cooling, or for water heating.

2. A "small residential rooftop solar energy system" means all of the following:

   a. A solar energy system that is no larger than ten kilowatts alternating current nameplate rating or 30 kilowatts thermal.

   b. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the city and all state and city health and safety standards.

   c. A solar energy system that is installed on a single or duplex family dwelling.

   d. A solar panel or module array that does not exceed the maximum legal building height as defined by the city.

3. "Electronic submittal" means the utilization of one or more of the following:

   a. Email.
   b. The Internet.

4. An "association" means a nonprofit corporation or unincorporated association created for the purpose of managing a common interest development.

5. "Building official" means the building official or his designee authorized to enforce this Code.

6. A "common interest development" means any of the following:

   a. A community apartment project.

   b. A condominium project.

c. A planned development.

d. A stock cooperative.

7. "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

8. "Reasonable restrictions" on a solar energy system are those restrictions that do not significantly increase the cost of the system or significantly decrease its efficiency or specified performance, or that allow for an alternative system of comparable cost, efficiency, and energy conservation benefits.

9. "Restrictions that do not significantly increase the cost of the system or decrease its efficiency or specified performance" means:

a. For Water Heater Systems or Solar Swimming Pool Heating Systems. An amount exceeding ten percent of the cost of the system, but in no case more than $1,000.00, or decreasing the efficiency of the solar energy system by an amount exceeding ten percent, as originally specified and proposed.

b. For Photovoltaic Systems. An amount not to exceed $1,000.00 over the system cost as originally specified and proposed, or a decrease in system efficiency of an amount exceeding ten percent, as originally specified and proposed.

B. Purpose. The purpose of the ordinance from which this section is derived is to adopt an expedited, streamlined solar permitting process that complies with the Solar Rights Act and AB 2188 (Chapter 521, Statutes 2014) to achieve timely and cost-effective installations of small residential rooftop solar energy systems. The ordinance from which this section is derived encourages the use of solar systems by removing unreasonable barriers, minimizing costs to property owners and the city and expanding the ability of property owners to install solar energy systems. The ordinance from which this section is derived allows the city to achieve these goals while protecting the public health and safety.

C. Applicability.

1. This section applies to the permitting of all small residential rooftop solar energy systems in the city.

2. Small residential rooftop solar energy systems legally established or permitted prior to the original effective date of the ordinance from which this section is derived are not subject to the requirements of this section, unless physical modifications or alterations are undertaken that materially change the size, type, or components of a small rooftop energy system in such a way as to require new permitting. Routine operation and maintenance or like-kind replacements shall not require a permit.

D. Solar Energy System Requirements.

1. All solar energy systems shall meet applicable health and safety standards and requirements imposed by the state and of the city.

2. Solar energy systems for heating water in single-family residences and for heating water in commercial or swimming pool applications shall be certified by an accredited listing agency as defined by the California Plumbing and Mechanical Code.

3. Solar energy systems for producing electricity shall meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories, and, where applicable, rules of the public utilities commission regarding safety and reliability.

E. Duties of the Building Official.

1. All documents required for the submission of an expedited solar energy system application shall be made available on the publicly accessible city website.

2. Electronic submittals of the required permit application and documents by electronic means shall be made available to all small residential rooftop solar energy system permit applicants.

3. An applicant's electronic signature shall be accepted on all forms, applications, and other documents in lieu of a wet signature.

4. The building official shall adopt a checklist of all requirements with which small residential rooftop solar energy systems shall comply to be eligible for expedited review.

5. The small residential rooftop solar energy system permit process and city checklist shall substantially conform to recommendations for expedited permitting, including the checklist and standard plans contained in the most current version of the California Solar Permitting Guidebook adopted by the governor's office of planning and research.

6. All fees prescribed for the permitting of small residential rooftop solar energy systems must comply with Government Code Section 65850.55, Government Code Section 66015, Government Code Section 66016, and State Health and Safety Code Section 17951.

F. Permit Review and Inspection Requirements.

1. The building official shall adopt an administrative, nondiscretionary review process to expedite approval of small residential rooftop solar energy systems within 30 days of the adoption on the ordinance from which this section is derived. The building official shall issue a building permit or other nondiscretionary permit the same day for applications that meet the requirements of the approved checklist or within three business days for electronic applications after receipt of a complete application. The building official may require an applicant to apply for a use permit if the official finds, based on substantial evidence, that the solar energy system could have a specific, adverse impact upon the public health and safety. Such decisions may be appealed to the city council consistent with the provisions of subsection (F)(3).

2. Review of the application shall be limited to the building official's review of whether the application meets local, state, and federal health and safety requirements.

3. The building official may deny an application for the permit if the official makes written findings based upon substantive evidence in the record that the proposed installation would have a specific, adverse impact upon public health or safety and there is no feasible method to satisfactorily mitigate or avoid, as defined, the adverse impact. Such findings shall include the basis for the rejection of the potential feasible alternative for preventing the adverse impact. Such decisions may be appealed to the city council by the applicant. Any such appeal shall be filed within ten days of the date of the building official's decision and shall state the reasons for the appeal. A fee is required for filing any such appeal as established by resolution of the city council. The appeal shall be set for hearing by the city council within 30 days. The city council may uphold, modify, or set aside the decision of the building official, and its decision shall be final. Failure to comply with the appeals process constitutes a failure to exhaust administrative remedies, and is a ban to bringing a civil action.

4. Any condition imposed on an application shall be designed to mitigate the specific, adverse impact upon health and safety at the lowest possible cost.

5. A feasible method to satisfactorily mitigate or avoid the specific, adverse impact includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by the city on another similarly situated application in a prior successful application for a permit. The city shall use its best efforts to ensure that the selected method, condition, or mitigation meets the conditions of subparagraphs (A) and (B) of paragraph (1) of subdivision (d) of Section 714 of the Civil Code defining restrictions that do not significantly increase the cost of the system or decrease its efficiency or specified performance.

6. Whenever approval is required for the installation or use of a solar energy system, the application for approval shall be processed and approved by the appropriate approving entity in the same manner as an application for approval of an architectural modification to the property, and shall not be willfully avoided or delayed. For an approving entity that is an association, as defined in Section 4080 or 6528 of the California Civil Code, and that is not a public entity, both of the following shall apply:

    a. The approval or denial of an application shall be in writing; and

    b. If an application is not denied in writing within 45 days from the date of receipt of the application, the application shall be deemed approved, unless that delay is the result of a reasonable request for additional information.

7. If an application is deemed incomplete, a written correction notice detailing all deficiencies in the application and any additional information or documentation required to be eligible for expedited permit issuance shall be sent to the applicant for resubmission.

8. For a small residential rooftop solar energy system eligible for expedited review, only one inspection shall be required, which shall be done in a timely manner and should include consolidated inspections. If inspection fails, a subsequent inspection is authorized, however the subsequent inspection need not conform to the requirements of this section.

15.04.400 Electric vehicle charging stations.

A. Purpose and Intent. The purpose of this section is to promote and encourage the use of electric vehicles by creating an expedited, streamlined permitting process for electric vehicle charging stations while promoting public health and safety and preventing specific adverse impacts in the installation and use of such charging stations. This section is also intended to comply with California Government Code Sections 65850.7 and 65850.71, including successor statutes and amendments thereto.

B. Definitions. The following words and terms as used in this section shall have the meanings hereinafter respectively set forth:

"Building official" shall mean the building official for the City of Suisun City and shall include their designee.

"Electronic submittal" shall include submittal of a document or application including, but not limited to, one of the following methods:

1. Electronic mail or email.
2. The internet.
3. Facsimile.

"Electric vehicle charging station" or "charging station" means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, including any amendment or successor statutes thereto, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle. Electric vehicle charging stations and electric vehicle charging supply equipment shall refer to equipment including, but not limited to, the following: conductors (including ungrounded, grounded, and equipment grounding conductors), electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of transferring energy between the premises wiring and the electric vehicle.

A "feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by a city, county, or city and county on another similarly situated application in a prior successful application for a permit.

"Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

C. Expedited Electric Vehicle Charging Station Permitting. Electric vehicle charging stations which qualify for expedited permit processing, pursuant to Government Code

Section 65850.7, including any amendment or successor statute thereto, shall be subject to the procedures set forth in this section.

D. Expedited Review Process. Consistent with Government Code Section 65850.7, including any amendment or successor statutes thereto, the building official shall implement an expedited permit review process for electric vehicle charging stations and adopt a checklist of all requirements with which electric vehicle charging stations shall comply with in order to be eligible for expedited review. The city's adopted checklist will be published on the city's publicly accessible website.

E. Electric Vehicle Charging Stations Permit Application and Processing.

1. All electric vehicle charging stations shall be subject to the following standards:

    a. An electric vehicle charging station shall meet all applicable safety and performance standards established by the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability. Electric vehicle charging station systems and equipment shall also conform to all applicable provisions and requirements of the California Building Code.

    b. The installation of electric vehicle charging station systems and equipment shall be in accordance with the city's adopted electric vehicle charging station checklist established by the building official.

    c. All electric vehicle charging stations shall be installed only after approval by the building official and only after issuance of the necessary building permit and any and all other permits required by the city relating to the plumbing, electrical, and mechanical characteristics of the system.

2. Upon installation of an electric vehicle charging station, the applicant shall be responsible for obtaining authorization and approval to connect the electric vehicle charging station to the local utility provider's electricity grid. In the event the city owns or operates an electric utility into which connection is proposed by the applicant, the application shall demonstrate compliance with the city's utility interconnection policies prior to approval.

3. The building official shall condition the permit as they deem necessary in order to mitigate or avoid specific, adverse impacts of the charging station.

4. Consistent with Government Code Section 65850.7, including any amendments or successor statutes thereto, the building official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.

F. Permit Denial. If the building official makes a written finding based on substantial evidence that the electric vehicle charging station could have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact, the application shall be denied and the

city may require the applicant to apply for a conditional use permit pursuant to Chapter 18.73.

G. Appeal to the Planning Commission. Any permit determination by the building official shall be final and effective unless appealed to the planning commission pursuant to Chapter 18.84."

EXHIBIT A

~~**Title 15, Buildings and Construction**~~

Chapter 15.04 of Title 15 of the Suisun City Municipal Code is hereby repealed and replaced in its entirety to read as follows:

"**Chapter 15.04**
PERMITS—UNIFORM CODES [1]

15.04.010 Purpose.

This chapter is enacted for the purpose of adopting rules and regulations pursuant to the State Housing Law and the Health and Safety Code, for the protection of the public health, safety and general welfare of the occupant and the public governing the creation, construction, enlargement, conversion, alteration, repair, moving, removal, demolition, occupancy, use, height, court area, sanitation, ventilation and maintenance of any building used for human habitation; provided, however, that nothing in the codes adopted in this chapter shall be construed to prevent any person from performing his own building, mechanical, plumbing or electrical work when performed with the permits in compliance with this chapter.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 801, § 2, 8-8-2023)~~

15.04.020 Definitions.

Whenever any of the following names or terms are used in this chapter or in any of the codes adopted by reference by this chapter, unless the context directs otherwise, such names or terms so used shall have the meaning ascribed thereto by this section:

A. "Board of appeals," "housing advisory and appeals board" and any other reference to the appellate body, mean the Board of Appeals for the City of Suisun City made up of five building official members of the Napa-Solano Chapter of the International Code Council (NSICC) chosen on a case-by-case basis. The NSICC, an organization of building officials, building inspectors, and construction industry personnel, was formed in 1978 to help maintain consistent and uniform code enforcement and code interpretation within the jurisdictions of Napa and Solano Counties. Building officials from jurisdictions within Napa and Solano Counties and neighboring counties are members of the NSICC. Building official members of the NSICC are well versed in the technical and administrative provisions of construction codes.

B. The "accessibility appeals board" shall mean the Board of Appeals for the City of Suisun City plus an additional two members having demonstrated experience dealing with accessibility standards and their applications, appointed on a case-by-case basis.

C. All decisions by the board of appeals and by the accessibility appeals board shall be submitted in writing to the city council for final review. All actions found by the city council to be based on incomplete or inadequate analysis shall be referred back to the appropriate board for further deliberations.

D. "Building official," "plumbing official," "chief," "electrical inspector," "fire code official," "administrative authority" and similar references to a chief administrative position mean the chief building official of the City of Suisun City; provided, however, that:

1. Where such terms are used in connection with those duties imposed by statute or ordinance upon the county health officer the terms shall include the county health officer;

2. For the purpose of implementing the Uniform Code for the Abatement of Dangerous Buildings, the term "authorized representative" of the "building official" shall refer to and include the director of environmental health and such personnel of the Solano County Department of Resource Management Environmental Health as ~~he~~the director may designate.

E. "Building department," "electrical department," "plumbing department," "department of fire prevention", "office of administrative authority" or "housing department" means the building department of the city.

F. "City clerk" means the ex officio clerk of the city council.

G. "City council" or "mayor" means the governing elected officials of the City of Suisun City.

H. "Fire chief" means the chief of the fire department of the city wherein a particular building is or is to be located, or, for any area not within the city limits, the same shall mean the county fire warden designated by the board of supervisors.

I. "Safety assessment" is a visual, non-destructive examination of a building or structure for the purpose of determining the condition for continued occupancy.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 801, § 2, 8-8-2023)~~

15.04.030 Uniform codes adopted.

Subject to the modifications and amendments contained in this chapter, the following primary and secondary codes are adopted and incorporated into the codes of the city by reference and as having the same legal effect as if their respective contents were set forth in this chapter and which may be amended ~~and/or corrected~~ from time to time:

A. The 2025 Edition of the California Building Code (CBC) ~~which references the International Building Code, 2024 Edition, as published by the International Code Council, Inc., and state amendments~~(Part 2 of Title 24 of the California Code of Regulations) is adopted by reference as the building code of the city.

B. The Uniform Housing Code, 1997 Edition, as published by the International Code Council and adopted by the State of California under Title 25 of the California Code of Regulations, is adopted by reference as the housing code of the city.

C. The 2025 Edition of the California Plumbing Code ~~which references the Uniform Plumbing Code, 2024 Edition, together with the~~(Part 5 of Title 24 of the California Code

of Regulations), including all appendices ~~thereto, and state amendments as published by the International Association of Plumbing and Mechanical Officials~~(Appendices A through S), is adopted by reference as the plumbing code of the city.

D. The 2025 Edition of the California Electric Code ~~which references the National Electrical Code, 2023 Edition, as published by the National Fire Protection Association, and state amendments~~(Part 3 of Title 24 of the California Code of Regulations), is adopted by reference as the electrical code of the city.

E. The 2025 Edition of the California Mechanical Code ~~which references the Uniform Mechanical Code, 2024 Edition, together with the appendices thereto, as published by the International Conference of Building Officials, and state amendments~~(Part 4 of Title 24 of the California Code of Regulations), including all appendices (Appendices A through J), is adopted by reference as the mechanical code of the city.

F. The Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, as published by the International Code Council, is adopted by reference as the dangerous buildings code of the city, with Section 205 amended to read as follows: Section 205.1. In order to provide for final interpretation of provisions of this code and to hear appeals provided for hereunder, there is hereby established a board of appeals as defined in city Code section 15.04.020. The building official shall be an ex officio member of, and shall act as, secretary to said board. The board shall adopt reasonable rules and regulations for conducting its business and shall render all decisions and findings in writing to the appellant, with a copy to the building official. Appeals to the board shall be processed in accordance with the provisions contained in Section 501 of this ~~code~~Uniform Code for the Abatement of Dangerous Buildings. Copies of all rules or regulations adopted by the board shall be delivered to the building official, who shall make them freely accessible to the public.

G. The California Referenced Standards Code, 2025 Edition, ~~together with appendices thereto, as published by~~(Part 12 of Title 24 of the ~~International~~California Code ~~Council, with state amendments,~~of Regulations) is adopted by reference as the building standards of the city.

H. The 2025 Edition of the California Fire Code ~~which references the International Fire Code, 2021 Edition, as published by~~(Part 9 of Title 24 of the ~~International~~California Code ~~Council, is adopted by reference as the fire code of the city, together with the Administrative Chapters 1, 2, and~~of Regulations), including Appendix B, Appendix C, Appendix D and Appendix E, is adopted by reference as the fire code of the city.

I. The 2025 Edition of the California Administrative Code~~, 2025 edition, as published by the International Conference of Building Officials, is adopted by reference as the administrative code~~ (Part 1 of Title 24 of the ~~city.~~

~~J. The 2025~~ California ~~Building Standards Administrative Code, as published by the California Building Standards Commission~~Code of Regulations), is adopted by reference as the building standards administrative code of the city.

~~K~~J. The 2025 Edition of the California Residential Code ~~with Appendices AH, AJ, AX (CRC), incorporating the 2024 edition~~(CRC) (Part 2.5 of Title 24 of the ~~International~~

~~Residential Code, as published by the International Code Council~~California Code of Regulations), including Appendices BF (Patio Covers), BO (Existing Buildings and Structures), CI (Swimming Pool Safety Act), is adopted by reference as the residential code of the city.

~~L~~K. The 2025 Edition of the California Green Building Standards Code~~, as published by~~ (Part 11 of Title 24 of the California ~~Building Standards Commission~~Code of Regulations), is adopted by reference as the green building standards code of the city.

~~M~~L. The 2025 Edition of the California Existing Building Code~~, as published by~~ (Part 10 of Title 24 of the California ~~Building Standards Commission~~Code of Regulations), is adopted by reference as the existing building code of the city.

~~N~~M. The 2025 Edition of the California Historical Building Code~~, as published by~~ (Part 8 of Title 24 of the California ~~Building Standards Commission~~Code of Regulations), is adopted by reference as the historical building code of the city.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 752, § 2, 11-20-2018; Ord. No. 767, § 2, 2-18-2020; Ord. No. 801, § 2, 8-8-2023)~~

N. The 2025 Edition of the California Wildland-Urban Interface Code (Part 7 of the Title 24 of the California Code of Regulations), is adopted by reference as the wildland urban-interface code of the city.

O. The 2025 Edition of the California Energy Code (Part 6 of Title 24 of the California Code of Regulations), is adopted by reference as the energy code of the city.

15.04.040 Copies of adopted codes.

The building official shall maintain at least one copy of each primary code adopted by reference, and each secondary code pertaining thereto. The building official shall maintain ~~a~~at least one copy of each primary code adopted by reference at the building inspection office for public inspection while this chapter is in force.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 752, § 2, 11-20-2018; Ord. No. 801, § 2, 8-8-2023)~~

15.04.050 Utility connections.

It is unlawful for any person, including utility companies, to connect electric power lines or liquefied petroleum gas or natural gas sources permanently to any building or structure for which a permit is required by this chapter until the final inspection has been made and the approval signed by the building inspector. This section shall not prohibit the erection and use of temporary power poles approved by the power company during the course of construction, when approved by the building official.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 801, § 2, 8-8-2023)~~

15.04.060 Encroachment or grading.

No building permit shall be issued for which an encroachment or grading permit is required, unless and until the requirements prerequisite to the encroachment or grading permit have been met.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 801, § 2, 8-8-2023)~~

15.04.070 Conformance of construction to law.

No building permit shall be issued unless and until the building official is satisfied that the construction authorized by the permit will not violate any existing law or ordinance.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 801, § 2, 8-8-2023)~~

15.04.075 Construction work hours.

It shall be the responsibility of anyone engaging in construction or demolition work to restrict the hours of work activity on the site as follows.

A. No construction equipment shall be operated nor any outdoor construction, non-residential projects or repair work shall be permitted within 600 feet from any occupied residence except during the hours of 7:00 a.m. to 8:00 p.m., Monday through Friday, and 8:00 a.m. to 8:00 p.m., on Saturday and Sunday.

B. Construction work hours on residential projects shall be from 7:00 a.m. to 8:00 p.m.

C. A request for an exception to the permitted construction hours and days may be granted by the chief building inspector for emergency work, to offset project delays due to inclement weather, for 24-hour construction projects, or other similar occurrences.

D. City projects determined by the director of public works to be emergencies shall be exempt from these provisions.

E. For construction work hours for earthwork, trenching, concrete or paving see Section 15.12.320.

F. Interior work which would not create noise or disturbance noticeable to a reasonable person of normal sensitivity in the surrounding neighborhood shall not be subject to these restrictions.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 771, § 4, 6-16-2020; Ord. No. 801, § 2, 8-8-2023)~~

15.04.080 Adoption or amendment procedure.

A. The building official shall review all codes newly adopted by the state pursuant to the State Housing Law, Section 17910 et seq. of the Health and Safety Code and shall:

1. Report such newly adopted codes to the city council and advise the board to schedule a hearing not less than ninety days from the date of report; and

2. Place copies of the codes to be considered by the board in the office of the city council, and in the building department for review by the general public.

B. The city council shall, upon the advice of the building official, schedule such public hearing to receive public testimony on the codes to be adopted by the board.

C. The clerk of the city council shall give notice of the time, place and subject matter of the public hearing scheduled on the matter by the council posting in three public places due to the fact that no newspaper is published or printed within the city limits.

D. The city council shall hold such public hearing at the date and time scheduled, and shall then adopt the code with amendments, if any.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 801, § 2, 8-8-2023)~~

15.04.090 Violations and penalties.

A. It is unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy or maintain any building, structure or building service equipment or cause or permit the same to be done in violation of this chapter.

B. Any person, firm, corporation or other entity which violates any of the provisions of this chapter, including any of the codes adopted by reference, or who violates or fails to comply with any order made thereunder, or who builds in violation of any detailed statement of specification of plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which no appeal has been taken, or who fails to comply with such an order as affirmed or modified by the city council or by a court of competent jurisdiction shall be guilty of an infraction unless otherwise provided in this code.

C. Any person, firm, corporation or other entity which is guilty of an infraction under this chapter is punishable pursuant to the fine amounts as set forth in Section 36900(c) of the Government Code relating to violations of building and safety codes, including any amendments or successor statutes thereto.

D. Any failure to correct the condition for which the infraction is imposed within a period of seven days after the issuance of a citation, and for each seven-day period thereafter may be treated as a separate and additional violation subject to the same penalties set forth herein.

E. In addition to the penalties set forth above, any violation beyond the third conviction within a one-year period, or any willful violation of this section which creates an immediate threat to the health, safety or welfare of the members of the public or the occupants of any structure in violation of this section, may be charged as a misdemeanor punishable as provided in Chapter 1.08 of the Suisun City Municipal Code.

F. In addition to the penalties set forth herein, any person, firm, corporation or other entity guilty of a violation of this chapter shall be liable for such costs, expenses and

disbursements paid or incurred by the city in correction, abatement and prosecution of the violation.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 801, § 2, 8-8-2023; Ord. No. 808, § 15, 12-5-2023)~~

15.04.095 Enforcement.

A. Pursuant to Section 836.5 of the California Penal Code, the chief building official, any deputy or assistant building official, agent or other employee of the building department of Suisun City is authorized to enforce the provisions of this chapter and to arrest or issue citations to violators thereof.

B. The city manager shall have the power to designate by written order that particular officers and other individuals shall be authorized to enforce particular provisions of this chapter as described in subsection A of this section in addition to those persons set forth therein.

~~(Ord. No. 752, § 2, 11-20-2018; Ord. No. 801, § 2, 8-8-2023)~~

15.04.100 Building permit—Business license required.

A. Any contractor or subcontractor who applies for permits to do work within the city limits of the city shall be denied permits if he does not possess current valid city business licenses.

B. Any permits issued in error to anyone not licensed by the city shall be revoked until such time as all fees are paid and licenses are valid.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 801, § 2, 8-8-2023)~~

15.04.110 Building permit—Application—Plans and specifications.

A. Applications are to be signed by the property owner or a duly licensed contractor, engineer or architect.

B. With each application for a building permit, and when required by the building official for enforcement of any provisions of this chapter, three sets of plans and specifications shall be submitted. The building official may require plans and specifications to be prepared and designed by an engineer or architect licensed by the ~~state~~State of California to practice as such.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 801, § 2, 8-8-2023)~~

15.04.120 Building permit—Professional designs required.

All structures or buildings classified in occupancy groups A, B, E, F, H, I, M, S and R-1 shall be designed in accordance with the Building and Professional Codes of the State of California.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 801, § 2, 8-8-2023)~~

15.04.130 Building permit—Term—Retention of plans.

Permits for all occupancy groups shall be valid for two years from the date of their issuance provided that the time limits of starting work or work stoppage are met. The permit documents and plans or a retrievable document image of the permit documents and plans will be retained as a permanent record for the life of the structure.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 801, § 2, 8-8-2023)~~

15.04.140 Building permit—Fees.

Building permit fees shall be prescribed in the City's Master Fees Schedule except buildings shall be valued as determined by the building official. The value to be used in computing the building permit and building plan review fees shall be the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems and any other permanent equipment.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 752, § 2, 11-20-2018; Ord. No. 801, § 2, 8-8-2023)~~

15.04.150 Fees for plan checking, inspections and/or related permits.

The city council shall establish a schedule of fees, as found in the Master Fees Schedule, to be charged and collected for plan checking, inspection services performed, and for the issuance of permits. A copy of these fee schedules shall be kept in the office of the city clerk and shall be available for public inspection in all city offices where permits are issued.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 801, § 2, 8-8-2023)~~

15.04.160 CBC Section 111.1 amended and CRC Section R110.1—Certificate of occupancy required.

CBC Section 111.1 and CRC Section R110.1 ~~shall be~~are amended to ~~add~~read as follows:

> No building or structure shall be used or occupied whole or in part without a certificate of occupancy. Such a certificate shall not be issued until compliance with all city requirements has been met. Certificates presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. Occupying or using a structure without this approval constitutes a public nuisance.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 801, § 2, 8-8-2023)~~

Exception: Certificates of occupancy are not required for work exempt from permits in accordance with CBC Section 105.2 or CRC Section R105.2.

15.04.170 CBC Section ~~111.1~~111.2 amended and CRC Section R~~110.1~~110.2—Certificate of occupancy—Requirements.

CBC Section ~~111.1~~111.2 and CRC Section R~~110.1 shall be~~110.2 are amended to add the following at the end of the first paragraph:

A certificate of occupancy shall not be issued until all applicable city ordinances, resolutions, regulations and the conditional use permit conditions have been complied with.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 801, § 2, 8-8-2023)~~

15.04.180 CBC Section 110.3.12 amended and CRC Section R109.1.6 Final inspection.

CBC Section 110.3.12 and CRC Section R109.1.6 ~~shall be~~are amended to read as follows:

~~Final Inspection: To~~The final inspection shall be made after final grading and the building is completed and ready for occupancy. This shall mean all electrical, plumbing and mechanical complete and ready for occupancy, as well as all floor covering installed and painting completed, as well as any required exterior landscaping complete with house, sidewalks and streets cleaned.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 801, § 2, 8-8-2023)~~

~~Editor's note(s)—Ord. No. 801, § 2, adopted Aug. 8, 2023, amended the title of § 15.04.180 to read as herein set out. The former § 15.04.180 title pertained to CBC Section 110.3.10 amended and CRC Section R109.2—Final inspection.~~

15.04.190 California Building Code and California Residential Code amended—Roofing.

~~CBC Sections 1512.1 and CRC~~

A. CBC Section ~~R902.1 and 908.1 are amended as follows:~~

~~CBC Sec.~~ 1505.1 and CRC Section R902.1 ~~is~~are amended to add the following at the end of the first paragraph:

All materials applied as roof covering shall have a fire rating of class "B" or better.

B. CBC ~~Sec.~~Section 1512.1 and CRC Section R908.1 ~~Re-roofing, is~~are amended to add the following at the end of the first paragraph:

All materials applied as roof covering for re-roofing shall have a fire rating of class "B" or better, when 50% or more of an existing roof is replaced within 1 year.

~~A~~C. Section 903.2 of the CBC is amended to read as follows:

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures, in which the total floor area of all floors exceeds five thousand (5,000) square feet, shall be provided in the locations described in Section 903.2.1 through 903.2.12 and Sections 903.2.14 through 903.2.21.

~~B~~D. Section 905.3.1 of the CBC is amended to read as follows:

905.3.1 Height. In other than Group R-3 and R-3.1 occupancies, Class III standpipe systems shall be installed throughout at each floor where any of the following occur:

1. Buildings where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of fire department vehicle access.
2. Buildings that are three or more stories in height.
3. Buildings where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of fire department vehicle access.
4. Buildings that are two or more stories below the highest level of fire department vehicle access.

Exceptions:

1. Class I standpipes are allowed in buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2.
2. Class I standpipes are allowed in Group B and E occupancies.
3. Class I standpipes are allowed in parking garages.
4. Class I standpipes are allowed in basements equipped throughout with an automatic sprinkler system.
5. Class I standpipes are allowed in buildings where occupant -use hose lines will not be utilized by trained personnel or the fire department.
6. In determining the lowest level of fire department vehicle access, it shall not be required to consider either of the following:
    6.1. Recessed loading docks for four vehicles or less.
    6.2. Conditions where topography makes access from the fire department vehicle to the building impractical or impossible.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 767, § 2, 2-18-2020; Ord. No. 801, § 2, 8-8-2023)~~

15.04.195 Reserved.

Editor's note(s)—Ord. No. 752, § 2, adopted Nov. 20, 2018, repealed § 15.04.195, which pertained to the California Building Code as amended, satellite dish antennas, and derived from Ord. No. 724, § 2, adopted Sept. 3, 2013.

15.04.200 California Building Code amended—Standard plans.

The following is added to CBC Section 107.1 and CRC R105.3.2:

Standard Plans: The Building Official may approve a set of plans for a building or structure as a "standard plan," provided the applicant has made proper application, submitted complete sets of plans, and paid the Plan Review Fee as required by CBC Section 109 and Uniform Administrative Code Section 304.3.

When it is desired to use an approved "standard plan" for an identical structure, two plot plans and one duplicate plan shall be submitted, and Plan Review Fee equal to one-half of the full Plan Review Fee required in Uniform Administrative Code Section 304.3 shall be paid at the time application is made for such identical structure. Such duplicate plans shall be compared, stamped, and kept on the job as required by CBC Section 107.5. In case of any deviation whatsoever from this standard plan, complete plans, together with a full Plan Review Fee, shall be submitted for the proposed work, as required by Section 107.3, 107.4 and 108 respectively.

Standard plans shall be valid for a period of one (1) year from the date of approval. This period may be extended by the Building Official when there is evidence that the plan may be used again.

(Ord. No. 724, § 2, 9-3-2013; Ord. No. 801, § 2, 8-8-2023)

15.04.210, 15.04.215—15.04.220 Reserved.

Editor's note(s)—Ord. No. 752, § 2, adopted Nov. 20, 2018, repealed §§ 15.04.210 and 15.04.215, which pertained to the California Electric Code as amended, service panels and water supply piping, respectively, and derived from Ord. No. 724, § 2, adopted Sept. 3, 2013.

15.04.220 Uniform Administrative Code Section 204 amended—New materials, appeals.

Uniform Administrative Code Section 204 is changed to read:

(a) Appeals, New Materials, Processes, or Occupancies which may require permits.

(b) The City Manager, the Building Official, the Fire Chief, and any other affected person shall act as a committee to determine suitability of alternative materials, processes or responsible interpretations of adopted codes.

(c) When it is claimed that the provisions of any code adopted herein do not apply or that the true intent and meaning has been misconstrued or wrongly interpreted, the applicant may appeal the decision of the committee to the Board of Appeals within thirty (30) days after the committee's written decision.

(Ord. No. 724, § 2, 9-3-2013; Ord. No. 801, § 2, 8-8-2023)

15.04.230 California Fire Code Amendments.

TheA. Section 307.1.1 of the California Fire Code adopted by reference in Section 15.04.030 is amended, modified and revised as set forth in this chapter.

C. Section 307.1.1 is amended to read as follows:

307.1.1 Prohibited Open Burning. Open burning is prohibited in the City of Suisun City. Any burning, open or otherwise, that constitutedconstitutes a nuisance which is injurious to health, or is indecent or offensive to the senses, or is offensive, or objectionable because of smoke emissions, or when atmospheric conditions or local circumstances make such fires hazardous, shall be prohibited. The fire code official is authorized to order the extinguishment by the owner, occupant, responsible person, or the fire department of any burning that creates or adds to a hazardous or objectionable situation.

DB. Section 903.2 of the California Fire Code is amended to read as follows:

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures, in which the total floor area of all floors exceeds five thousand (5,000) square feet, shall be provided in the locations described in Section 903.2.1 through 903.2.12 and Sections 903.2.14 through 903.2.21.

EC. Section 905.3.1 of the California Fire Code is amended to read as follows:

905.3.1 Height. In other than Group R-3 and R-3.1 occupancies, Class III standpipe systems be installed throughout at each floor where any of the following occur:

1. Buildings where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of fire department vehicle access.
2. Buildings that are three or more stories in height.
3. Buildings where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of fire department vehicle access.
4. Buildings that are two or more stories below the highest level of fire department vehicle access.

Exceptions:

1. Class I standpipes are allowed in buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2.
2. Class I standpipes are allowed in Group B and E occupancies.

3. Class I standpipes are allowed in parking garages.
4. Class I standpipes are allowed in basements equipped throughout with an automatic sprinkler system.
5. Class I standpipes are allowed in buildings where occupant -use hose lines will not be utilized by trained personnel or the fire department.
6. In determining the lowest level of fire department vehicle access, it shall not be required to consider either of the following:
    6.1. Recessed loading docks for four vehicles or less.
    6.2. Conditions where topography makes access from the fire department vehicle to the building impractical or impossible.

~~(Ord. No. 767, § 2, 2-18-2020; Ord. No. 801, § 2, 8-8-2023)~~

~~Editor's note(s)—Ord. No. 801, § 2, adopted Aug. 8, 2023, amended the title of § 15.04.230 to read as herein set out. The former § 15.04.230 title pertained to Uniform Fire Code Section 307.1.1 Prohibited Open Burning.~~

15.04.240 Reserved.

~~Editor's note(s)—Ord. No. 752, § 2, adopted Nov. 20, 2018, repealed §§ 15.04.230 and 15.04.240, which pertained to the California Fire Code—Section 104.11.4 (hazard abatement), and Section 105.1.4 (fees), respectively, and derived from Ord. No. 724, § 2, adopted Sept. 3, 2013.~~

15.04.270 Reserved.

~~Editor's note(s)—Ord. No. 752, § 2, adopted Nov. 20, 2018, repealed § 15.04.270, which pertained to the California Fire Code—Section 503.1.4 (access way parking), and derived from Ord. No. 724, § 2, adopted Sept. 3, 2013.~~

15.04.295 Reserved.

~~Editor's note(s)—Ord. No. 752, § 2, adopted Nov. 20, 2018, repealed § 15.04.295, which pertained to the California Fire Code—Section 903.3.1.1.1 (sprinklers above storage areas), and derived from Ord. No. 724, § 2, adopted Sept. 3, 2013.~~

15.04.300 Reserved.

~~Editor's note(s)—Ord. No. 752, § 2, adopted Nov. 20, 2018, repealed § 15.04.300, which pertained to the California Fire Code—Section 903.2.11.3 (sprinklers in tall or large buildings), and derived from Ord. No. 724, § 2, adopted Sept. 3, 2013.~~

~~**15.04.304 New materials, processes, or occupancies that may require permits.**~~

~~The city manager, the fire chief, and any person appointed or designated by the fire chief shall act as a committee to determine and specify, after giving the affected person(s) an opportunity to be heard, any new materials, processes or occupancies for which permits are required in addition to those now enumerated in the Fire Code. The fire chief shall post a list of such new materials, processes, or occupancies in a conspicuous place in the fire prevention division and distribute copies thereof to interested persons upon request and payment of any copying cost.~~

~~(Ord. No. 786, § 2, 7-6-2021)~~

15.04.310 Fire Code modifications and appeals.

A. Purpose. The purpose of this section is to provide a process for appeals and modification requests for any orders or directives issued by the fire chief pursuant to their authority under the Suisun City Municipal Code and the Fire Code, as well as to provide an appeal process for cost recovery fee demands pursuant to Chapter 9.32 (First Responder Fee), and any other cost recovery or permit scheme pursuant to these codes, as may be adopted by the city council.

B. Modifications. The fire chief is authorized to modify the application of any of the provisions of the Fire Code upon application in writing by the property owner, or their duly authorized representative, where there are practical difficulties in the way of carrying out the provisions of the Fire Code, provided the fire chief finds that the spirit or intent of the Fire Code shall be complied with, public safety secured, and substantial justice done. The justification or reasons for such modifications, when granted or approved, and the decisions of fire chief shall be entered upon the records of the fire department, and a signed copy of such grant or approval shall be furnished to the applicant.

C. Appeals. The imposition of a cost recovery fee, order, or directive of the fire chief may be appealed by the person who the subject of the order. The fire chief shall issue the order in writing, mailed to the last known address of the property owner, specifying the grounds for order, based on a preponderance of the evidence.

D. Appeal Process

1. Directives and Orders.

a. Any person who wishes to appeal an order or directive (collectively, "order") by the fire chief shall file a written appeal with the city clerk within 15 days after deposit of the order in the mail, specifying in detail the grounds for such appeal. The notice of appeal shall be accompanied by a nonrefundable fee as established in the city's master fee schedule. Failure to file a timely appeal will be considered a failure to exhaust administrative remedies for the purpose of seeking judicial review under subsection E of this section. In the event an appeal is timely filed, the order shall not be effective until a final decision has been rendered by the city manager.

b. The appeal shall be heard by the city manager. The city clerk shall provide at least ten days' prior written notice of the date, time, and place of the hearing.

c. The decision of the city manager shall be rendered within 15 days from the close of the hearing and shall be mailed to the address provided by the appellant. The decision of the city manager shall be in writing, and shall articulate the grounds thereof. The decision of the city manager is final.

2. Cost Recovery Fees.

a. Any person who wishes to appeal ~~an~~ a cost recovery fee by the fire chief shall file a written appeal with the city clerk within 30 days after deposit of the fee demand in the mail, specifying in detail the grounds for such appeal. The notice of appeal shall be accompanied by a nonrefundable fee as established in the city's master fee schedule. Failure to file a timely appeal will be considered a failure to exhaust administrative remedies for the purpose of seeking judicial review under subsection E of this section. In the event an appeal is timely filed, the order shall not be effective until a final decision has been rendered by the city council.

b. The appeal shall be heard by the city council. The city clerk shall provide at least ten days' prior written notice of the date, time, and place of the hearing.

c. The decision of the city council shall be rendered within 15 days from the close of the hearing and shall be mailed to the address provided by the appellant. The decision of the city council shall be in the form of a resolution.

E. The following procedures shall apply to appeal hearings:

1. All parties shall have the right to be represented by legal counsel, to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues, and to impeach any witness regardless of which party first called him or her to testify, and to rebut evidence.

2. The hearing is an informal quasi-judicial proceeding, and is not conducted according to technical rules relating to evidence and witness. Any relevant evidence that is determined to be reliable will be admitted, regardless of its admissibility in a civil action. Hearsay evidence will be allowed for the purpose of supplementing or explaining other evidence, but over timely objection such evidence will not be sufficient in itself to support a finding unless it would be

admissible over objection in a civil action. The rules of privilege shall be effective to the extent they are otherwise required by stature to be recognized at the hearing. Irrelevant and unduly repetitious evidence shall be excluded.

3. Any objections to the conduct of the hearing and/or to the introduction of evidence that are not timely made will be deemed waived. For the purposes of making a timely objection, an objection is timely if made before submission of the case for decision.

4. When a party does not proficiently speak or understand the English language the party may provide an interpreter at the party's own expense. An interpreter shall not have any involvement in the issues of the case prior to the hearing.

5. The decision of the city manager or city council, as applicable, shall be final and shall be subject to judicial review according to the provisions and time limits set forth in Section 1094.6 of the California Code of Civil Procedure.

~~(Ord. No. 786, § 3, 7-6-2021)~~

15.04.360—15.04.380 Reserved.

~~Editor's note(s)—Ord. No. 752, § 2, adopted Nov. 20, 2018, repealed §§ 15.04.360—15.04.380, which pertained to the California Fire Code, outside aboveground storage limits, Section 905.4.3 (hose connections in large or multiple story buildings), and electric access gates, respectively, and derived from Ord. No. 724, § 2, adopted Sept. 3, 2013.~~

15.04.390 Residential solar projects.

A. Definitions. For the purposes of this residential solar projects section, the following definitions shall apply:

1. A "solar energy system" means either of the following:

   a. Any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage, and distribution of solar energy for space heating, space cooling, electric generation, or water heating~~.~~; or

   b. Any structural design feature of a building, whose primary purpose is to provide for the collection, storage, and distribution of solar energy for electricity generation, space heating or cooling, or for water heating.

2. A "small residential rooftop solar energy system" means all of the following:

   a. A solar energy system that is no larger than ten kilowatts alternating current nameplate rating or 30 kilowatts thermal.

   b. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the city and all state and city health and safety standards.

   c. A solar energy system that is installed on a single or duplex family dwelling.

   d. A solar panel or module array that does not exceed the maximum legal building height as defined by the city.

3. "Electronic submittal" means the utilization of one or more of the following:

   a. Email.
   b. The Internet.

4. An "association" means a nonprofit corporation or unincorporated association created for the purpose of managing a common interest development.

5. "Building official" means the building official or his designee authorized to enforce this Code.

6. A "common interest development" means any of the following:

   a. A community apartment project.

   b. A condominium project.

   c. A planned development.

d. A stock cooperative.

7. "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

8. "Reasonable restrictions" on a solar energy system are those restrictions that do not significantly increase the cost of the system or significantly decrease its efficiency or specified performance, or that allow for an alternative system of comparable cost, efficiency, and energy conservation benefits.

9. "Restrictions that do not significantly increase the cost of the system or decrease its efficiency or specified performance" means:

a. For Water Heater Systems or Solar Swimming Pool Heating Systems. An amount exceeding ten percent of the cost of the system, but in no case more than $1,000.00, or decreasing the efficiency of the solar energy system by an amount exceeding ten percent, as originally specified and proposed.

b. For Photovoltaic Systems. An amount not to exceed $1,000.00 over the system cost as originally specified and proposed, or a decrease in system efficiency of an amount exceeding ten percent, as originally specified and proposed.

B. Purpose.

~~1.~~ The purpose of the ordinance from which this section is derived is to adopt an expedited, streamlined solar permitting process that complies with the Solar Rights Act and AB 2188 (Chapter 521, Statutes 2014) to achieve timely and cost-effective installations of small residential rooftop solar energy systems. The ordinance from which this section is derived encourages the use of solar systems by removing unreasonable barriers, minimizing costs to property owners and the city and expanding the ability of property owners to install solar energy systems. The ordinance from which this section is derived allows the city to achieve these goals while protecting the public health and safety.

C. Applicability.

1. This section applies to the permitting of all small residential rooftop solar energy systems in the city.

2. Small residential rooftop solar energy systems legally established or permitted prior to the original effective date of the ordinance from which this section is derived are not subject to the requirements of this section, unless physical modifications or alterations are undertaken that materially change the size, type, or components of a small rooftop energy system in such a way as to require new permitting. Routine operation and maintenance or like-kind replacements shall not require a permit.

D. Solar Energy System Requirements.

1. All solar energy systems shall meet applicable health and safety standards and requirements imposed by the state and of the city.

2. Solar energy systems for heating water in single-family residences and for heating water in commercial or swimming pool applications shall be certified by an accredited listing agency as defined by the California Plumbing and Mechanical Code.

3. Solar energy systems for producing electricity shall meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories, and, where applicable, rules of the public utilities commission regarding safety and reliability.

E. Duties of the Building Official.

1. All documents required for the submission of an expedited solar energy system application shall be made available on the publicly accessible city website.

2. Electronic submittals of the required permit application and documents by electronic means shall be made available to all small residential rooftop solar energy system permit applicants.

3. An applicant's electronic signature shall be accepted on all forms, applications, and other documents in lieu of a wet signature.

4. The building official shall adopt a checklist of all requirements with which small residential rooftop solar energy systems shall comply to be eligible for expedited review.

5. The small residential rooftop solar energy system permit process and city checklist shall substantially conform to recommendations for expedited permitting, including the checklist and standard plans contained in the most current version of the California Solar Permitting Guidebook adopted by the governor's office of planning and research.

6. All fees prescribed for the permitting of small residential rooftop solar energy systems must comply with Government Code Section 65850.55, Government Code Section 66015, Government Code Section 66016, and State Health and Safety Code Section 17951.

F. Permit Review and Inspection Requirements.

1. The building official shall adopt an administrative, nondiscretionary review process to expedite approval of small residential rooftop solar energy systems within 30 days of the adoption on the ordinance from which this section is derived. The building official shall issue a building permit or other nondiscretionary permit the same day for applications that meet the requirements of the approved checklist or within three business days for electronic applications after receipt of a complete application. The building official may require an applicant to apply for a use permit if the official finds, based on substantial evidence, that the solar energy system could have a specific, adverse impact upon the public health and safety. Such

decisions may be appealed to the city council consistent with the provisions of subsection (F)(3).

2. Review of the application shall be limited to the building official's review of whether the application meets local, state, and federal health and safety requirements.

3. The building official may deny an application for the permit if the official makes written findings based upon substantive evidence in the record that the proposed installation would have a specific, adverse impact upon public health or safety and there is no feasible method to satisfactorily mitigate or avoid, as defined, the adverse impact. Such findings shall include the basis for the rejection of the potential feasible alternative for preventing the adverse impact. Such decisions may be appealed to the city council by the applicant. Any such appeal shall be filed within ten days of the date of the building official's decision and shall state the reasons for the appeal. A fee is required for filing any such appeal as established by resolution of the city council. The appeal shall be set for hearing by the city council within 30 days. The city council may uphold, modify, or set aside the decision of the building ~~decision~~official, and its decision shall be final. Failure to comply with the appeals process constitutes ~~is~~ a failure to exhaust administrative remedies, and is a ban to bringing a civil action.

4. Any condition imposed on an application shall be designed to mitigate the specific, ~~ad verse~~adverse impact upon health and safety at the lowest possible cost.

5. A feasible method to satisfactorily mitigate or avoid the specific, adverse impact includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by the city on another similarly situated application in a prior successful application for a permit. The city shall use its best efforts to ensure that the selected method, condition, or mitigation meets the conditions of subparagraphs (A) and (B) of paragraph (1) of subdivision (d) of Section 714 of the Civil Code defining restrictions that do not significantly increase the cost of the system or decrease its efficiency or specified performance.

6. Whenever approval is required for the installation or use of a solar energy system, the application for approval shall be processed and approved by the appropriate approving entity in the same manner as an application for approval of an architectural modification to the property, and shall not be willfully avoided or delayed. For an approving entity that is an association, as defined in Section 4080 or 6528 of the California Civil Code, and that is not a public entity, both of the following shall apply:

   a. The approval or denial of an application shall be in writing~~.~~; and

   b. If an application is not denied in writing within 45 days from the date of receipt of the application, the application shall be deemed approved, unless that delay is the result of a reasonable request for additional information.

7. If an application is deemed incomplete, a written correction notice detailing all deficiencies in the application and any additional information or documentation required to be eligible for expedited permit issuance shall be sent to the applicant for resubmission.

8. For a small residential rooftop solar energy system eligible for expedited review, only one inspection shall be required, which shall be done in a timely manner and should include consolidated inspections. If inspection fails, a subsequent inspection is authorized, however the subsequent inspection need not conform to the requirements of this section.

~~(Ord. No. 733, § 2, 10-6-2015)~~

15.04.400 Electric vehicle charging stations.

A. Purpose and Intent. The purpose of this section is to promote and encourage the use of electric vehicles by creating an expedited, streamlined permitting process for electric vehicle charging stations while promoting public health and safety and preventing specific adverse impacts in the installation and use of such charging stations. This section is also intended to comply with California Government Code Sections 65850.7 and 65850.71, including successor statutes and amendments thereto.

B. Definitions. The following words and terms as used in this section shall have the meanings hereinafter respectively set forth:

"Building official" shall mean the building official for the City of Suisun City and shall include their designee.

"Electronic submittal" shall include submittal of a document or application including, but not limited to, one of the following methods:

1. Electronic mail or email.
2. The internet.
3. Facsimile.

"Electric vehicle charging station" or "charging station" means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, including any amendment or successor statutes thereto, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle. Electric vehicle charging stations and electric vehicle charging supply equipment shall refer to equipment including, but not limited to, the following: conductors (including ungrounded, grounded, and equipment grounding conductors), electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of transferring energy between the premises wiring and the electric vehicle.

A "feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation

imposed by a city, county, or city and county on another similarly situated application in a prior successful application for a permit.

"Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

~~B~~C. Expedited Electric Vehicle Charging Station Permitting. Electric vehicle charging stations which qualify for expedited permit processing, pursuant to Government Code Section 65850.7, including any amendment or successor statute thereto, shall be subject to the procedures set forth in this section.

~~C~~D. Expedited Review Process. Consistent with Government Code Section 65850.7, including any amendment or successor statutes thereto, the building official shall implement an expedited permit review process for electric vehicle charging stations and adopt a checklist of all requirements with which electric vehicle charging stations shall comply with in order to be eligible for expedited review. The city's adopted checklist will be published on the city's publicly accessible website.

~~D~~E. Electric Vehicle Charging Stations Permit Application and Processing.

1. All electric vehicle charging stations shall be subject to the following standards:

   a. An electric vehicle charging station shall meet all applicable safety and performance standards established by the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability. Electric vehicle charging station systems and equipment shall also conform to all applicable provisions and requirements of the California Building Code.

   b. The installation of electric vehicle charging station systems and equipment shall be in accordance with the city's adopted electric vehicle charging station checklist established by the building official.

   c. All electric vehicle charging stations shall be installed only after approval by the building official and only after issuance of the necessary building permit and any and all other permits required by the city relating to the plumbing, electrical, and mechanical characteristics of the system.

2. Upon installation of an electric vehicle charging station, the applicant shall be responsible for obtaining authorization and approval to connect the electric vehicle charging station to the local utility provider's electricity grid. In the event the city owns or operates an electric utility into which connection is proposed by the applicant, the application shall demonstrate compliance with the city's utility interconnection policies prior to approval.

3. The building official shall condition the permit as they deem necessary in order to mitigate or avoid specific, adverse impacts of the charging station.

4. Consistent with Government Code Section 65850.7, including any amendments or successor statutes thereto, the building official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.

~~E~~F. Permit Denial. If the building official makes a written finding based on substantial evidence that the electric vehicle charging station could have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact, the application shall be denied and the city may require the applicant to apply for a conditional use permit pursuant to Chapter 18.73.

~~F~~G. Appeal to the Planning Commission. Any permit determination by the building official shall be final and effective unless appealed to the planning commission pursuant to Chapter 18.84."

~~(Ord. No. 795, § 1, 7-26-2022)~~

Legend:	
Insertion	
~~Deletion~~	
~~Moved from~~	
Moved to	
Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	203
Deletions	268
Moved from	7
Moved to	7
Style changes	0
Format changes	0
Total changes	485

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[1]***~~Editor's note(s)—Ord. No. 724, § 2, adopted September 3, 2013, amended Ch. 15.04, §§ 15.04.010—15.04.380 in its entirety. Former Ch. 15.04 pertained to similar subject matter, and was derived from Ord. No. 715, § 2, adopted January 4, 2011.~~***

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AGENDA ITEM NO. 12.

AGENDA TRANSMITTAL

MEETING DATE: November 18, 2025

AGENDA ITEM: Council Adoption of Resolution No. 2025-__ Authorizing the Chief of Police, or his Designee, to Execute a Contract to Apply for, Participate, and Receive Funding through the Boating Safety and Enforcement Financial Aid Program from the California Department of Boating and Waterways for Fiscal Year 2026/2027

FISCAL IMPACT: Contingent upon final approval of the Boating Safety and Enforcement Financial Aid Program from the California Department of Boating and Waterways budget, Suisun City would be awarded grant funds. Suisun City's match will be through the contribution of boat tax revenue.

STRATEGIC PLAN:

Goal A: Public Safety - Ensure Public Safety - Establish an acceptable staffing level for police and fire services to maintain public safety and identify funding mechanisms.

BACKGROUND: Each year the Police Department applies for and receives grant funding from the California Department of Boating and Waterways to cover the majority of the operation of our boating enforcement program, Marine Unit. The Police Department has operated a boat patrol program for approximately 45 years.

STAFF REPORT:

Three police sergeants and up to three police officers are assigned to Suisun City Police Department's Marine Unit on an ancillary duty basis. Throughout the year, the boat patrol is utilized in several events, such as, but not limited to, local bass derbies, Fourth of July, Christmas at the Waterfront, launch ramp inspections, harbor patrol, sinking vessels, vessel accidents, search & rescues, stranded boaters and special assistance call outs by the United States Coast Guard and the Solano County Sheriff's Department. The team also participates in regional enforcement efforts sponsored by the United States Coast Guard in conjunction with surrounding counties. The team also conducts operations for mutual aid.

During the prior federal fiscal year (2024/2025), the team worked approximately 497 hours towards boating safety education and enforcement. There were 40 warnings issued, and 1 citation issued. There were 67 compliance inspections/checks completed. There were 0 search and rescue responses, 4 people assisted, and 3 vessels assisted.

STAFF RECOMMENDATION: Adopt Resolution No. _____ A Resolution of the City Council of the City of Suisun City Authorizing the Chief of Police, or his designee, to execute a contract to apply for, participate and receive funding through the Boating Safety and Enforcement Financial Aid Program from the California Department of Boating and Waterways for fiscal year 2026/2027.

DOCUMENTS ATTACHED: 1. Resolution

PREPARED BY: Brandi Cook, Administrative Assistant
REVIEWED BY: Aaron Roth, Police Chief

APPROVED BY: Bret Prebula, City Manager

ATTACHMENTS:

1. Boat Grant Resolution

.

RESOLUTION NO. 2025-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY AUTHORIZING THE CHIEF OF POLICE, OR HIS DESIGNEE, TO EXECUTE A CONTRACT TO APPLY FOR, PARTICIPATE AND RECEIVE FUNDING THROUGH THE BOATING SAFETY AND ENFORCEMENT FINANCIAL AID PROGRAM FROM THE CALIFORNIA DEPARTMENT OF BOATING AND WATERWAYS FOR FISCAL YEAR 2026/2027

WHEREAS, the City of Suisun City Police Department is requesting to apply for, participate and receive funding through the Boating Safety and Enforcement Financial Aid Program through the California Department of Boating and Waterways for fiscal year 2026/2027; and

WHEREAS, if granted, the Boating Safety and Enforcement Financial Aid Program will provide funding for the purpose of performing boating safety and enforcement activities as described in Title 14, California Code of Regulations Section 6593.3; and

WHEREAS, if the City of Suisun City Police Department is granted funding through the Boating Safety and Enforcement Financial Aid Program pursuant to Title 14, California Code of Regulations Section 6593.6, the City of Suisun City Police Department is required to enter into an annual contract with the California Department of Boating and Waterways in order to participate in the financial aid program.

In addition, pursuant to Pursuant to Harbors and Navigation Code, Section 663.7 (e), The department shall not allocate funds to any county or a public agency within a county unless the department receives a resolution adopted annually by the board of supervisors authorizing the county to participate in the program and certifying that the county will expend for boating safety programs during that year not less than an amount equal to 100 percent of the amount received by the county from personal property taxes on vessels. The money allocated to a county pursuant to subdivision (a) shall be used only for boating safety and enforcement programs, as specified in subdivision (a), that are conducted in that county.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the Police Chief, or his designee, to execute and sign the documents necessary to apply for, participate and receive funding through the California Department of Boating and Waterways Boating Safety and Enforcement Financial Aid Program.

PASSED AND ADOPTED by the City Council of the City of Suisun City at a regular meeting thereof held on the 18th day of November, 2025 by the following vote:

AYES: Councilmembers: _____
NOES: Councilmembers: _____
ABSENT: Councilmembers: _____
ABSTAIN: Councilmembers: _____

WITNESS my hand and the seal of said City this 18th day of November 2025.

_____
Anita Skinner
City Clerk

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AGENDA ITEM NO. 13.

AGENDA TRANSMITTAL

MEETING DATE: November 18, 2025

AGENDA ITEM: Council Introduction and Waive Reading of Ordinance No. _____; An Ordinance of the City Council of the City of Suisun City, California Repealing Chapter 9.04 and Replacing in its Entirety with Restated Chapter 9.04 (Prohibition Against Unlawful Solicitation and Panhandling) to Title 9 (Public Peace, Morals and Welfare) of the Suisun City Municipal Code.

FISCAL IMPACT: There is no fiscal impact related to the adoption of an ordinance prohibiting solicitation and panhandling throughout the City of Suisun. The ordinance will provide the Police Department and Code Enforcement with additional means to reduce solicitation and panhandling in public areas, including shopping centers, roadways, median strips, traffic intersections, gas stations, retail stores, restaurants, and bars.

STRATEGIC PLAN: Explore Options for Public Safety Service Provisions - Continuously improve the public safety, health, and welfare of the residents of Suisun City.

BACKGROUND: Chapter 9.04 of the Suisun City Municipal Code presently makes it unlawful for any person to loiter in or about any parking lot of a commercial business without the express or implied consent of the owner or person in lawful control of such business and or parking lot. This Ordinance will provide detailed objective standards for law enforcement and code enforcement to enforce soliciting and panhandling in public areas throughout the City, including, but not limited to, intersections, parking lots, businesses, gas stations, medians, and entrances to driveways.

STAFF REPORT: City's current loitering ordinance was adopted in 1983 and is limited to parking lots. Since 1983, loitering, solicitations, and panhandling have become a serious health and safety issue throughout the City and extremely disturbing and disruptive to residents and businesses, contributing to a loss of access to and enjoyment of public places, but also to an enhanced fear, intimidation, and disorder. The Ordinance provides transparent and objective standards for the enforcement of prohibition of soliciting in some regions of the City where the City has serious health and safety concerns of the solicitor and the public in general being distracting and impeding the safety of drivers and the public in being distracted from their duty to watch traffic which may result in automobile accidents, congestion and blockage of streets, and delay and obstruct the free flow of travel, all of which constitute substantial traffic safety problems. Furthermore, soliciting and panhandling in front of businesses becomes extremely disturbing and disruptive to residents, and more importantly, the businesses, and contributes not only to the loss of access to and enjoyment of public places and businesses, but also to an enhanced sense of fear, intimidation, and disorder. Solicitation in places where there is a "captive audience" in which it is difficult or impossible for the public to exercise their right to decline to listen to or avoid solicitation form others, is problematic, detracts from the rights of persons in the City to quietly enjoy public facilities and businesses, like gas stations, restaurants, retail stores, and bars and presents a risk to the health, safety and welfare of the public. This includes public transportation vehicles and their designated locations for stops, as well as gas stations.

Specifically, the Ordinance will prohibit the following:

A. *Financial institutions and automated teller machines (ATMs)*. No person shall solicit or panhandle within twenty-five (25) feet of any entrance or exit of any financial institution during its business hours or within twenty-five (25) feet of any automated teller machine during the time it is available for customers' use. When an automated teller machine is located within an

automated teller machine facility, such distance shall be measured from the entrance or exit of the automated teller machine facility. No person shall solicit within an automated teller machine facility where a reasonable person would or should know that he or she does not have the permission to do so from the owner or other person lawfully in possession of such facility.

B. *Parking lots.* No person shall solicit or panhandle in any public parking lot or structure accessible to the general public, or within twenty (20) feet of the entrance or exit to such parking lot or parking structure.

C. *Supermarket, Retail store, Restaurant, or Bar.* No person shall solicit or panhandle within twenty (20) feet of the entrance to a supermarket, retail store, restaurant, or bar.

D. *Public transportation vehicles and stops*. No person shall solicit or panhandle in any public transportation vehicle or within fifty (50) feet of any designated or posted public transportation vehicle stop.

E. *Gasoline stations and fuel pumps.* No person shall solicit or panhandle from an operator or occupant of a motor vehicle while such vehicle is stopped in a gasoline station or at a fuel pump.

F. *Driveways accessing shopping center, retail, and business establishments.* No person shall solicit or panhandle from an operator or occupant traveling in a motor vehicle. No person shall solicit or panhandle from a vehicle that is located within twenty-five (25) feet of a driveway providing vehicular access to a shopping center, retail, or business establishment.

G. *Medians.*

(1) No person shall solicit or panhandle within twenty-five (25) feet of or on a median.

(2) No person shall loiter on a median.

(3) No person shall solicit or panhandle upon any median or in any manner or location that is inconsistent with the provisions of the California Vehicle Code Section 25520.5.

H. Dining establishments. No person shall solicit or panhandle in any outdoor dining area of any restaurant or other dining establishment serving food for immediate consumption.

I. *Pedestrian Foot Bridge.* No person shall solicit or panhandle on any public foot bridge, or within twenty (20) feet of the entrance or exit to a pedestrian foot bridge.

Each of the prohibitions provides clear specific parameters around each location, prohibiting soliciting and panhandling within a certain distance (20, 25, or 50 feet) from all solicitation and panhandling, regardless of the content or reason for the solicitation or panhandling. The Ordinance applies equally to all citizens of the community, whether they are individuals, businesses, or nonprofits.

The only exception is for panhandling or soliciting at gas stations. The Ordinance will prohibit solicitations and panhandling on the entire premises of the gas station due to the unique nature of an individual being a "captive audience" while pumping or paying for fuel.

STAFF RECOMMENDATION: Council Introduction and Waive Reading of Ordinance No. _____; An Ordinance of the City Council of the City of Suisun City, California Repealing Chapter 9.04 and Replacing in its Entirety with Restated Chapter 9.04 (Prohibition Against Unlawful Solicitation and Panhandling) to Title 9 (Public Peace, Morals and Welfare) of the Suisun City Municipal Code.

DOCUMENTS ATTACHED:

- Ordinance No. ___: Repealing Chapter 9.04 and Replacing in its Entirety with Restated Chapter 9.04 (Prohibition Against Unlawful Solicitation and Panhandling) to Title 9 (Public Peace,

Morals and Welfare) of the Suisun City Municipal Cod
- Chapter 9.04, Offenses Against Public Peace

PREPARED BY: Patrick Enright, City Attorney
REVIEWED BY: Bret Prebula, City Manager
APPROVED BY: Bret Prebula, City Manager

ATTACHMENTS:
1. Ordinance Repealing and Replacing Chapter 9.04 Prohibition Against Unlawful Soliciation and Panhandl.pdf
2. SCMC Chapter 9..04 Offenses Against Public Peace

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY, CALIFORNIA, REPEALING CHAPTER 9.04 AND REPLACING IN ITS ENTIRETY WITH RESTATED CHAPTER 9.04 (PROHIBITION AGAINST UNLAWFUL SOLICITATION AND PANHANDLING) TO TITLE 9 (PUBLIC PEACE, MORALS AND WELFARE) OF THE SUISUN CITY MUNICIPAL CODE

SECTION 1. Chapter 9.04 of Title 9 of the Suisun City Municipal Code is hereby repealed and replaced in its entirety by the following:

CHAPTER 9.04. - PROHIBITION AGAINST UNLAWFUL SOLICITATION AND PANHANDLING

9.04.010. - Legislative Findings.

The City Council of the City of Suisun City hereby finds, determines and declares that:

(1) Solicitations on roadway median strips, at traffic intersections, and in the public roadway is unsafe and hazardous for panhandlers, drivers, pedestrians, and the general public. Solicitations on roadway median strips, at traffic intersections, and in the public roadway increases the risk of drivers becoming distracted from their primary duty to watch traffic which may result in automobile accidents, congestion and blockage of streets, and delay and obstruction of the free flow of travel, all of which constitute substantial traffic safety problems.

(2) Solicitations near driveways accessing shopping centers, retail, and business establishments is unsafe and hazardous for panhandlers, drivers, pedestrians and the general public. The location of the solicitor near the driveway compromises the solicitor's safety, impedes visibility, and impairs a driver's ability to safety enter and exist. Drivers also become distracted from their duty to watch traffic which may result in automobile accidents, congestion and blockage of streets, and delay and obstruction of the free flow of travel, all of which constitute substantial traffic safety problems.

(3) An increase in panhandling and solicitation throughout the City has become extremely disturbing and disruptive to residents and businesses, and has contributed not only to the loss of access to and enjoyment of public places, but also to an enhanced sense of fear, intimidation and disorder.

(4) Solicitation from people in places where they are a "captive audience" in which it is impossible or difficult for them to exercise their own right to decline to listen to or to avoid solicitation from others, is problematic, detracts from the rights of persons in the City to quietly enjoy public facilities and presents a risk to the health, safety and welfare of the public. Such places include public transportation vehicles and their designated locations for stops, as well as gasoline stations.

(5) The presence of individuals who solicit money from persons at or near banks or automated teller machines is especially threatening and dangerous. Such activity often carries with it an implicit threat to both person and property. Restricting solicitation in

such places will provide a balance between the rights of solicitors and the rights of persons who wish to decline or avoid such solicitations, and will help avoid or diminish the threat of violence in such unwarranted and unavoidable confrontations.

(6) The Council's intent in enacting this Chapter is not to interfere with the exercise of First Amendment rights of those engaged in solicitation on roadway median strips, at traffic intersections, and in the public roadway and lingering and loitering on the medians, but only to minimize the safety hazards of those in such areas, as well as the drivers and passengers in vehicles near these areas and in a manner to minimize those safety hazards.

(7) The restrictions of this Chapter are content neutral and are narrowly tailored to serve a significant governmental interest, but still provide alternative avenues of communication.

(8) The reasonable time, place and manner restrictions in this Chapter are to avoid the negative effects of panhandling and solicitation in unsafe places and will not unreasonably restrict free speech of people engaged in solicitation.

9.04.020. - Authority and purpose.

A. This Chapter is adopted pursuant to the authority granted to the City of Suisun City in Article XI, Section 7 of the California Constitution.

B. The purpose and intent of this Chapter is to protect public health, safety and the general welfare of people in the City of Suisun City and improve the quality of life and economic vitality of the City of Suisun City by imposing reasonable time, place, and manner restrictions on certain forms of solicitation while respecting the constitutional rights of free speech for all citizens as further described in the findings set forth in Section 9.04.010.

C. The California Supreme Court has held such regulation of solicitation does not violate the liberty of speech clause of the California Constitution in the case of *Los Angeles Alliance For Survival v. City of Los Angeles* (2000) 22 Cal. 4th 352.

9.04.030. - Applicability.

The provisions of this Chapter shall apply generally to all property throughout the City wherein any of the conditions specified in this Chapter are found to exist; provided, however, that any condition that constitutes a violation of this Chapter, but which is permitted or authorized under any local, state or federal law, shall not be deemed to violate this Chapter.

9.04.040. - Definitions.

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

Automated teller machine or *ATM* means any electronic information processing device that accepts or dispenses cash in connection with a credit, deposit, or convenience account.

Automated teller machine facility means the area comprised of one (1) or more automated teller machines, and any adjacent space that is made available to banking customers after regular banking hours.

Bank means any member bank of the Federal Reserve System, and any bank, banking association, trust company, savings bank, or other banking institution organized or operated under the laws of the United States, and any bank the deposits of which are insured by the Federal Deposit Insurance Corporation.

Check cashing business means any person duly licensed as a check seller, bill payer, or prorater pursuant to California Financial Code Division 3 (Fin. Code Section 12000 *et seq.*) as may be amended.

Credit union means any federal credit union and any state-chartered credit union the accounts of which are insured by the Administrator of the National Credit Union Administration.

Donation means a gift of money or other item of value.

Financial institution includes a bank, savings and loan association, credit unions and check cashing business.

Linger on a median means remaining in a median longer than two (2) traffic signals cycles, except in an emergency or except where the median is specifically designated for pedestrians or equestrians.

Loiter on a median means standing or lingering in a median for any purpose other than to safely and lawfully cross the street, except in an emergency or except where the median is specifically designated for pedestrians or equestrians.

Median means a paved or planted area of public right-of-way that divides a street or highway according to the direction of travel.

Motor vehicle means any propelled vehicle or vehicle drawn by a power other than muscular power, other than a motorized wheelchair.

Panhandling means asking for money or objects of value, with the intention that the money or object be transferred at that time, and at that place. Panhandling shall include using the spoken, written, or printed word, bodily gestures signs, or other means with the purpose of obtaining an immediate donation of money or other thing of value.

Public place means a place to which the public or a substantial group of persons has access, and includes, without limitation, any street, highway, sidewalk, median, parking lot, plaza, shopping center, transportation facility, school, place of amusement, park, playground and any doorway, entrance, hallway, lobby and other portion of any business establishment, an apartment house or hotel not constituting a room or apartment designed for actual residence.

Public transportation vehicle means any vehicle, including a trailer bus, or train, designed, used or maintained for carrying ten (10) or more persons, including the driver; or a passenger vehicle designed for carrying fewer than ten (10) persons, including the driver; and used to carry passengers for hire.

Savings and loan association means any federal savings and loan association and any "insured institution" as defined in Section 401 of the National Housing Act, as amended, and any federal credit union as defined in Section 1752 of the Federal Credit Union Act, as amended.

Solicit or solicitation means to ask, beg, request or panhandle using spoken, written, or printed word, or bodily gestures, signs or other means with the purpose of obtaining an immediate donation of money or other thing of value or soliciting the sale of goods or services.

Solicitor means one who solicits as defined in this Section.

904.050. - Solicitations prohibited.

No person shall solicit or panhandle in any manner in any public place.

9.04.060. - All solicitations and panhandling prohibited at specified locations; lingering and loitering prohibited on medians.

A. *Financial institutions and automated teller machines (ATMs)*. No person shall solicit or panhandle within twenty-five (25) feet of any entrance or exit of any financial institution during its business hours or within twenty-five (25) feet of any automated teller machine during the time it is available for customers' use. When an automated teller machine is located within an automated teller machine facility, such distance shall be measured from the entrance or exit of the automated teller machine facility. No person shall solicit within an automated teller machine facility where a reasonable person would or should know that he or she does not have the permission to do so from the owner or other person lawfully in possession of such facility.

B. *Parking lots.* No person shall solicit or panhandle in any public parking lot or structure accessible to the general public, or within twenty (20) feet of the entrance or exit to such parking lot or parking structure.

C. *Supermarket, Retail store, Restaurant or Bar.* No person shall solicit or panhandle within twenty (20) feet of the entrance to a supermarket, retail store, restaurant or bar.

D. *Public transportation vehicles and stops*. No person shall solicit or panhandle in any public transportation vehicle or within fifty (50) feet of any designated or posted public transportation vehicle stop.

E. *Gasoline stations and fuel pumps.* No person shall solicit or panhandle from an operator or occupant of a motor vehicle while such vehicle is stopped in a gasoline station or at a fuel pump.

F. *Driveways accessing shopping center, retail and business establishments.* No person shall solicit or panhandle from an operator or occupant traveling in a motor vehicle while such vehicle is located within twenty-five (25) feet of a driveway providing vehicular access to a shopping center, retail or business establishment.

G. *Medians.*

(1) No person shall solicit or panhandle within twenty-five (25) feet of or on a median.

(2) No person shall loiter on a median.

(3) No person shall solicit or panhandle upon any median or in any manner or location that is inconsistent with the provisions of the California Vehicle Code section 25520.5.

H. *Dining establishments.* No person shall solicit or panhandle within twenty-five (25) feet in any outdoor dining area of any restaurant or other dining establishment serving food for immediate consumption.

I. *Pedestrian Foot Bridge.* No person shall solicit or panhandle on any public foot bridge, or within twenty feet of the entrance or exit to a pedestrian foot bridge.

9.04.070. - Exemptions.

The provisions of Section 9.04.060 shall not be construed to prohibit:

(1) The right to exercise protected free speech;

(2) The lawful vending of goods and services;

(3) Solicitations related to business authorized by or conducted by the property owner, business owner, or employees thereof on the premises;

(4) Solicitations related to the lawful towing of a vehicle; or

(5) Solicitations related to emergency repairs requested by the operator or other occupant of a motor vehicle.

9.04.080. - Penalty.

A. *Administrative citations.* Any person who violates Sections 9.04.050 or 9.04.060 shall be guilty of violating the Suisun City Municipal Code and may be issued an administrative citation and be subject to the applicable punishments pursuant to Chapter 1.20 of Title 1 of the Suisun City Municipal Code.

B. *Misdemeanor.* Any person who violates Sections 9.04.050 and 9.04.060 shall be guilty of a misdemeanor or infraction as provided in Chapter 1.08 of Title 1 of the Suisun City Municipal Code.

C. *Non-exclusivity.* Nothing in this Chapter shall limit or preclude the enforcement of any other applicable laws or remedies available for violations of this Chapter, including, but not limited to, the enforcement provisions of Title 1 of the Suisun City Municipal Code.

9.04.090 Severability.

If any section, subsection, phrase or clause of this Ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, phrase, or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unconstitutional.

SECTION 2. Pursuant to the California Environmental Quality Act ("CEQA") and CEQA Guidelines, the City Council hereby finds that this Ordinance is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because the project is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

SECTION 3. Publication and Effective Date.

This Ordinance shall be effective thirty (30) days following its adoption by the City Council.

A summary of this Ordinance shall, within fifteen (15) days after passage, be published in accordance with Government Code Section 36933 with the names of the City Council members voting for and against it."

INTRODUCED at a regular meeting of the City Council of the City of Suisun City on the ___ day of _____, 2025, and

PASSED AND ADOPTED this ___ day of _____, 2025, by the following vote:

AYES: Councilmembers: _____

NOES: Councilmembers: _____

ABSENT: Councilmembers: _____

ABSTAIN: Councilmembers: _____

_____
MAYOR ALMA HERNANDEZ

ATTEST:

_____
CITY CLERK

Chapter 9.04 - OFFENSES AGAINST PUBLIC PEACE

9.04.010 - Loitering about parking lots.

A. It is unlawful for any person to loiter in or about any parking lot of a commercial business without the express or implied permission of the owner or person in lawful control of such business and/or parking lot.

B. Any person violating this section is guilty of a misdemeanor.

(Ord. 483 § 1, 1983)