

1 **RESOLUTION NO. 2022-52**

2 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY,**
3 **APPROVING A FIRST AMENDMENT TO THE MEMORANDUM OF**
4 **UNDERSTANDING (MOU) BETWEEN THE CITY OF SUISUN CITY AND THE**
5 **SUISUN CITY EMPLOYEES' ASSOCIATION EFFECTIVE JULY 1, 2021 THROUGH**
6 **JUNE 30, 2023, TO AMEND MOU PROVISIONS PERTAINING TO UNIFORMS AND**
7 **UNIFORM ALLOWANCES, THE CORE FLEX PLAN, AND MUNICIPAL HOLIDAYS**

8 **WHEREAS**, on August 17, 2021 the City Council approved the Memorandum of
9 Understanding between the City of Suisun City (City) and the Suisun City Employees'
10 Association (SCEA), effective July 1, 2021 through June 23, 2023 (SCEA MOU 2021-23) with
11 the adoption of Resolution No. 2021-82; and

12 **WHEREAS**, the City and SCEA's authorized labor relations representatives met and
13 conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act
14 (MMBA)(Gov't Code Sections 3500-3511) regarding modifications to the SCEA MOU 2021-
15 23 to provide for a uniform allowance for the Police Evidence and Property Technician I/II, add
16 Juneteenth as a recognized City holiday, and update the City's Core Flex Plan premium
17 contributions; and

18 **WHEREAS**, the foregoing proposed modifications to the SCEA MOU 2021-23 have
19 been ratified by SCEA membership; and

20 **WHEREAS**, the City Council now desires to accept, approve, and adopt the First
21 Amendment to the SCEA MOU 2021-23 (attached hereto as Exhibit "A"); and

22 **WHEREAS**, any additional costs of the First Amendment to the SCEA MOU 2021-23
23 will not require additional budget appropriations for this fiscal year.

24 **NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Suisun
25 City as follows:

26 **Section 1.** The recitals set forth above are true and correct and incorporated herein
27 by this reference.

28 **Section 2.** The First Amendment to the SCEA MOU 2021-23, attached hereto as
Exhibit "A," is hereby accepted, approved, and adopted.


Section 3. Effective Date. This Resolution is effective retroactive to the start of the
SCEA MOU 2021-23.

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PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 5th day of April 2022, by the following vote:

| | | |
|-----------------|------------------|--|
| AYES: | Council Members: | <u>Hernandez, Hudson, Williams, Mayor Wilson</u> |
| NOES: | Council Members: | <u>None</u> |
| ABSENT: | Council Members: | <u>Day</u> |
| ABSTAIN: | Council Members: | <u>None</u> |

WITNESS my hand and the seal of said City this 5th day of April 2022.



Anita Skinner
City Clerk

Exhibit A: First Amendment to the SCEA MOU 2021-23

FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SUISUN CITY AND THE SUISUN CITY EMPLOYEES'
ASSOCIATION EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2023

This First Amendment to the Memorandum of Understanding between the City of Suisun City and the Suisun City Employees' Association effective July 1, 2021 through June 30, 2023 (SCEA MOU 2021-23) is made and entered into by and between the City of Suisun City, a municipal corporation (City), and the Suisun City Employees' Association (SCEA).

R E C I T A L S:

WHEREAS, on August 17, 2021, the City Council approved the SCEA MOU 2021-23 with the adoption of Resolution No. 2021-82;

WHEREAS, the City and SCEA's authorized labor relations representatives met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act (MMBA), Gov't Code Sections 3500-3511, regarding corrections and modifications to the SCEA MOU 2021-23;

WHEREAS, the Police Evidence and Property Technician I/II was created on July 20, 2021 via Resolution No. 2021-70 and has been determined to be a uniformed position such that an allowance should be provided for the maintenance and purchase of uniforms in need of replacement;

WHEREAS, the City and SCEA now desire to amend the SCEA MOU 2021-23 to provide for a uniform allowance for the Police Evidence and Property Technician I/II, add Juneteenth as a recognized City holiday, and update the City's Core Flex Plan premium contributions, which modified terms have been ratified by the SCEA membership and then signed by the parties below.

NOW, THEREFORE, it is hereby agreed that the SCEA MOU 2021-23 is amended in the following particulars only made effective retroactive to the start of the SCEA MOU 2021-23:

Article XIV, Section 1 of the SCEA MOU 2021-23, entitled "Uniform Allowances," shall be amended to read as follows (deletions in ~~strike through~~; changes in ***bold italics***):

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

| <u>Job Class</u> | <u>Total</u> |
|--|------------------------|
| Senior Public Safety Dispatcher | \$900.00 |
| Public Safety Dispatcher I/II | \$900.00 |
| Community Services Officer I/II | \$900.00 |
| <i>Police Evidence and Property Technician I/II</i> | <i>\$900.00</i> |

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

Article XVI, Section 1 of the SCEA MOU 2021-23 entitled "Core Flex Plan," shall be amended to read as follows (changes in ***bold italics***):

1. Core Flex Plan. The City will contribute the following Core Flex Plan amounts toward the monthly premium cost for Employees enrolled in a City-sponsored Core Flex Plan:

| <u>Time Period</u> | <u>Employee</u> | <u>Employee + One</u> | <u>Employee + Family</u> |
|-------------------------|-----------------|--------------------------|--------------------------|
| 7/1/21 through MOU Term | \$813.64 | <i>\$1,627.28</i> | <i>\$2,115.46</i> |

Article XXXVIII of the SCEA MOU 2021-23 entitled "MUNICIPAL HOLIDAYS," shall be amended to read as follows (changes in ***bold italics***):

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


The representatives of the City and of the SCEA have jointly prepared this First Amendment to the SCEA MOU 2021-23, and jointly presented to City Council of the City of Suisun City for determination pursuant to Government Code section 3505.1. Except as expressly provided for in this First Amendment to the SCEA MOU 2021-23, all other provisions of the SCEA MOU 2021-23 shall remain in full force and effect. The parties also know that this First Amendment to the SCEA MOU 2021-23 shall not be in full force and effect until adopted by resolution by the City Council of the City of Suisun City. Subject to the foregoing and in witness whereof, this First Amendment is hereby executed by the authorized representatives of the City and the SCEA and entered into as of this 4th day of April, 2022.

IT IS SO AGREED:


[SIGNATURES ON NEXT PAGE]

FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SUISUN CITY AND THE SUISUN CITY EMPLOYEES' ASSOCIATION EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2023

For The City:




Gregory Folsom
City Manager



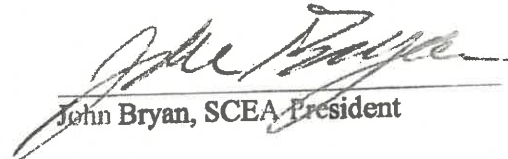
Christina Penland
Human Resources Administrator

For SCEA:

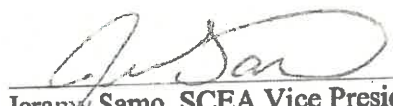
Del Mallory, SEIU Local 1021
Area Field Director Region A



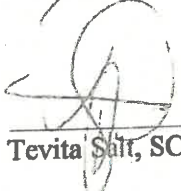
Marcos Zepeda, SEIU Local 1021
Field Representative



John Bryan, SCEA President



Jeremy Samo, SCEA Vice President




Tevita Sait, SCEA Secretary



Fabian Mariscal, SCEA Treasurer

Approved as to form
Aleshire & Wynder, LLP



Elena Q. Gerli, City Attorney