



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**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:

<b>AYES:</b>	Council Members:	<u>Hernandez, Hudson, Williams, Mayor Wilson</u>
<b>NOES:</b>	Council Members:	<u>None</u>
<b>ABSENT:</b>	Council Members:	<u>Day</u>
<b>ABSTAIN:</b>	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 SCMPEA MOU 2021-23

**Exhibit A**  
**Amendment No. 1 to the SCMPEA MOU 2021-23**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF SUISUN CITY AND THE SUISUN CITY MANAGEMENT &  
PROFESSIONAL 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 Management & Professional Employees' Association effective July 1, 2021 through June 30, 2023 (SCMPEA MOU 2021-23) is made and entered into by and between the City of Suisun City, a municipal corporation (City), and the Suisun City Management & Professional Employees' Association (SCMPEA).

R E C I T A L S :

WHEREAS, on August 17, 2021, the City Council approved the SCMPEA MOU 2021-23 with the adoption of Resolution No. 2021-81;

WHEREAS, the City and SCMPEA'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 certain modifications to the SCMPEA MOU 2021-23;

WHEREAS, the City and SCMPEA now desire to amend the SCMPEA MOU 2021-23 to either add or modify job classes represented, uniforms and uniform allowances, municipal holidays, longevity pay, and confidential pay provisions of the SCMPEA MOU 2021-23, which modified terms were ratified by the SCMPEA membership and then signed by the parties.

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

Article I, Section 1 of the SCMPEA MOU 2021-23, entitled "Job Classes Represented," shall be amended to read as follows (Additions in *bold italics*):

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  
Accounting Services Manager  
Assistant/Associate Engineer- Associate  
Assistant/Associate Engineer-Assistant  
Assistant/Associate Planner-Assistant  
Assistant/Associate Planner-Associate

Building Inspection Services Manager  
City Engineer  
*Deputy Fire Chief*  
*Dispatch/Records Supervisor*  
Financial Services Manager  
Fire Captain  
~~Fire Division Chief~~  
*Fire Marshal*  
Housing Manager  
IT Services Manager  
Management Analyst I/II-I  
Management Analyst I/II-II  
Marina & Waterfront Events Manager  
Marketing Manager  
Police Commander  
Police Support Services Manager  
*Principal Planner*  
Project Manager  
Public Works Superintendent  
Public Works Supervisor  
Recreation Supervisor  
Secretary to City Manager/Deputy City Clerk (C)  
Senior Accountant  
*Senior Associate Engineer*  
Senior Building Inspector  
Senior Planner

Article I, Section 2 of the SCMPEA MOU 2021-23 entitled "Secretary to City Manager/Deputy City Clerk," shall be amended to read as follows (deletions in ~~strike through~~; changes in *bold italics*):

2. ~~Secretary to City Manager/Deputy City Clerk~~ ***Confidential Designation and Pay.***

*Currently, the incumbents in the ~~The Classification~~ of Secretary to City Manager/Deputy City Clerk position and the Accounting Services Manager position, hired prior to July 30, 2019, receive a 3% pay differential to be added to the employee's base pay as a designated is Confidential Employee. No other SCMPEA represented classifications are eligible for this Confidential Pay and the Confidential Pay Program as applied to SCMPEA will end once the current incumbents vacate these positions. and as such is excluded from participating in collective bargaining or from revealing confidential information regarding collective bargaining; however, is otherwise represented by SCMPEA.*

Article VII of the SCMPEA MOU 2021-23 entitled "COMPENSATION," shall be amended to read as follows (deletions in ~~strikethrough~~; additions in ***bold italics***):

6. ***Police Commander Longevity Pay.*** *Upon the completion of five (5) years of continuous full-time service, represented employees shall be entitled to a 3.0 percent increase in compensation; employees who complete ten (10) years of continuous full-time service shall be entitled to an additional 3.0 percent increase in compensation (for a total of 6.0 percent).*

[Renumber the rest of this section due to the new "Police Commander Longevity Pay" section.]

Article XI, Section 1 of the SCMPEA MOU 2021-23 entitled "Uniform Allowances," shall be amended to read as follows (additions 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>
Police Commander	\$1300
<del>Fire Division Chief</del>	<del>\$1300</del>
<b><i>Deputy Fire Chief</i></b>	<b><i>\$1300</i></b>
Fire Captain	\$1300
Police Support Services Manager	\$900
<b><i>Fire Marshal</i></b>	<b><i>\$1300</i></b>
<b><i>Dispatch/Records Supervisor</i></b>	<b><i>\$900</i></b>

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

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

1. Recognized Holidays. The following are recognized as Holidays:
- The first day of January, New Year's Day.
  - The third Monday in January, Martin Luther King's Birthday.
  - The third Monday in February, President's Day.
  - The last Monday in May, Memorial Day.
  - The nineteenth day of June, Juneteenth.***
  - The fourth day of July, Independence Day.
  - The first Monday in September, Labor Day.
  - The second Monday in October, Columbus Day.
  - The eleventh day of November, Veteran's Day.
  - The fourth Thursday in November, Thanksgiving Day.
  - The fourth Friday in November, the day after Thanksgiving Day.
  - The twenty-fifth day of December, Christmas Day.

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

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 SCMPEA have jointly prepared this First Amendment to the SCMPEA 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 SCMPEA MOU 2021-23, all other provisions of the SCMPEA MOU 2021-23 shall remain in full force and effect. The parties also knowledge that this First Amendment to the SCMPEA 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 SCMPEA and entered into as of this 4<sup>th</sup> 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 MANAGEMENT & PROFESSIONAL EMPLOYEES' ASSOCIATION EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2023

For The City:

  
Gregory Polsom  
City Manager

  
Christina Penland  
Human Resources Administrator

For SCMPEA:

  
Mary LaPlante, Managing Labor Representative  
City Employee Associates

  
Jeffrey Downey, CMPEA President

  
Daniel Healey, SCMPEA Vice President

  
Amanda Dum, SCMPEA Secretary

Approved as to form  
Aleshire & Wynder, LLP



Elena Q. Gerli, City Attorney



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

**For The City:**

  
Gregory Folsom  
City Manager

  
Christina Penland  
Human Resources Administrator

Approved as to form  
Aleshire & Wynder, LLP




Elena Q. Gerli, City Attorney

**For SCMPEA:**

  
Mary LaPlante, Managing Labor Representative  
City Employee Associates

  
Jeffrey Downey, SCMPEA President

  
Daniel Healey, SCMPEA Vice President

  
Amanda Dum, SCMPEA Secretary