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RESOLUTION NO. 2022-54

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY,
APPROVING A FIRST AMENDMENT TO THE MEMORANDUM OF
UNDERSTANDING (MOU) BETWEEN THE CITY OF SUISUN CITY AND THE
SUISUN CITY POLICE OFFICERS' ASSOCIATION EFFECTIVE JULY 1, 2021
THROUGH JUNE 30, 2023, TO AMEND MOU PROVISIONS PERTAINING TO POST
BASIC CERTIFICATE PAY, LONGEVITY PAY, DISPATCHER STANDBY, AND
HOLIDAY LEAVE**

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

WHEREAS, the City has informally provided Public Safety Dispatchers with Standby Pay since May 23, 2019 per the compensation procedures outlined in the Suisun City Employees' Association (SCEA) MOU; and

WHEREAS, the City and SCPOA'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 elimination of POST Certificate Pay for Sergeants having a POST Basic Certificate, clarifying longevity pay, adding Dispatcher Standby policy and procedures, and adding 8 hours of holiday leave for the new Juneteenth holiday; and

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

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

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

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

Section 2. The First Amendment to the SCPOA 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 SCPOA 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: Hernandez, Hudson, Williams, Mayor Wilson
NOES: Council Members: None
ABSENT: Council Members: Day
ABSTAIN: Council Members: None

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 SCPOA MOU 2021-23

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

FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SUISUN CITY AND THE SUISUN CITY POLICE OFFICERS'
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 Police Officers' Association effective July 1, 2021 through June 30, 2023 (SCPOA MOU 2021-23) is made and entered into by and between the City of Suisun City, a municipal corporation (City), and the Suisun City Police Officers' Association (SCPOA).

R E C I T A L S:

WHEREAS, the City Council approved the SCPOA MOU 2018-20 through Resolution No. 2019-17 adopted March 5, 2019 which provided for 1% POST Certificate Pay to Sergeants for having a POST Basic Certificate beginning December 28, 2018 and an additional 1% beginning January 1, 2020 for a total of 2%, which was also a requirement of the classification specification;

WHEREAS, the City Council subsequently adopted Resolution No. 2019-22 on March 12, 2019, as an update to the city-wide salary resolution for all classifications and which built-in the new POST Certificate Pay for Sergeants into the classification salary range since all Sergeants were required to have the POST Basic Certificate in order to be appointed to the classification;

WHEREAS, on August 17, 2021, the City Council approved the SCPOA MOU 2021-23 with the adoption of Resolution No. 2021-83, which continued to provide for POST Certificate Pay to Sergeants for having a POST Basic Certificate even though the pay had previously been built into the classification salary range;

WHEREAS, the City and SCPOA'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 correction of the POST Certificate Pay to Sergeants for having a POST Basic Certificate, adding a new Juneteenth holiday, adding Dispatcher Standby policy and procedures and making certain other corrections;

WHEREAS, the City and SCPOA now desire to amend the SCPOA MOU 2021-23 to either add or modify the POST Basic Certificate, municipal holidays, dispatcher standby and certain other provisions of the SCPOA MOU 2021-23, which modified terms were ratified by the SCPOA membership and then signed by the parties as reflected by this First Amendment; and

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

Article VIII, Section 4, Subsection A of the SCPOA MOU 2021-23, entitled "POST Base Certificate," shall be amended to read as follows (deletions in ~~striketrough~~; changes in **bold italics**):

POST Basic Certificate. The City agrees to pay 2.0 percent of Base Salary for Police Officer ~~and Police Sergeants~~ who have earned a POST Basic Certificate.

Article VIII, Section 13, of the SCPOA MOU 2021-23, entitled "Longevity Pay," shall be amended to read as follows (deletions in ~~strike through~~; changes in ***bold italics***):

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).

Article XII of the SCPOA MOU 2021-23 entitled "Holiday Leave" shall be amended to account for additional holiday leave time for the nineteenth day of June, the Juneteenth Holiday, to read as follows (deletions in ~~strike through~~; changes in ***bold italics***):

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 8.0 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 200.0 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 200.0 hours. 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. Employees may not cash out Holiday Leave except upon leaving City service or in the case of an emergency with City Manager approval.

Article IX, new Section 11, entitled "Dispatcher Standby Policy & Procedures," shall be added to the SCPOA MOU 2021-23 to read as follows:

11. Dispatcher Standby Policy & Procedures. The following procedures shall apply exclusively to Standby assignments for Police Dispatchers where when assigned, Dispatchers are required to make themselves available for a share of weekly Dispatcher Standby duty:

A. Dispatcher standby will be assigned based on schedules and availability.

- B. Dispatchers scheduled for Standby Duty agree to be “available” for Call Out for the days and times scheduled. Availability includes the ability to respond within one (1) hour of notification and refrain from the consumption of alcohol, which may render Employee unable to respond upon Call Out.
- C. Dispatchers shall be available by phone and shall respond to the phone call and arrive at the worksite as directed.
- D. Dispatcher Standby 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.
- E. Dispatchers who have been scheduled for Standby Duty and either fail to be “available” or fail to report for work once notified, shall be subject to disciplinary action.
- F. Dispatchers who are ill shall contact the on-duty supervisor at the soonest time available, so that the scheduled standby 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 standby 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.
- G. Dispatchers may request that their supervisor consider trading or rescheduling their Standby Duty assignment with another Employee. The supervisor shall retain the option of releasing the Employee from the scheduled Standby Duty assignment.
- H. Dispatchers scheduled for weekday Standby 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 2 hours of Standby Pay per day at the employee’s regular rate of pay.
- I. Dispatchers scheduled for weekend Standby (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 2 hours of Standby Pay per day at the employee’s regular rate of pay.
- J. Dispatchers scheduled for Holiday Standby (from 12:00 am to 11:59 pm on a recognized City Holiday) will receive 2 hours of Standby Pay per day at one and one half (1-1/2) times the employee’s regular rate of pay.

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

- K. In the event of a Call Out, Dispatcher shall be paid for a minimum of 2.0 hours of time at the appropriate pay rate or receive equivalent CTO, at the employee's option. Employees working more than 2.0 hours shall be paid hour-for-hour of the time worked at appropriate pay rate or receive equivalent CTO, at the Employee's option.
- L. 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 2.0 hours of time at 1.5 times their hourly rate of or receive equivalent CTO, at the Employee's option.

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


The representatives of the City and of the SCPOA have jointly prepared this First Amendment to the SCPOA 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 SCPOA MOU 2021-23, all other provisions of the SCPOA MOU 2021-23 shall remain in full force and effect. The parties also knowledge that this First Amendment to the SCPOA 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 SCPOA 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 POLICE OFFICERS' ASSOCIATION EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2023

For The City:

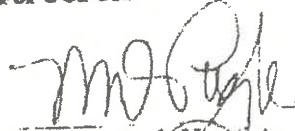


Gregory Folsom
City Manager




Christina Penland
Human Resources Administrator


For SCPOA:



Michael D. Pugh, Negotiator
Suisun City Police Officers' Association



Jeremy Snyder, President
Suisun City Police Officers' Association



Eric Vera, POA Vice President
Suisun City Police Officers' Association



Sigfred Xon, POA Representative
Suisun City Police Officers' Association

Approved as to form
Aleshire & Wynder, LLP



Elena Q. Gerli, City Attorney