

**STIPULATION AND AGREEMENT  
BETWEEN THE CITY OF SUISUN CITY, SUISUN CITY EMPLOYEES  
ASSOCIATION/SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021  
AND THE SUISUN CITY POLICE OFFICERS ASSOCIATION**

This Stipulation is made and entered into this 31st day of August, 2021 pursuant to section 3507 of the Meyers-Milias-Brown Act (“MMBA”), and sections 10 and 11 of the City’s Employer-Employee Relations Resolution No. 74-33 (“EERR”) by and between the City of Suisun City (hereinafter referred to as the “City”), the Suisun City Employees Association affiliated with Service Employees International Union, Local 1021 (hereinafter collectively referred to as “SCEA”), and the Suisun City Police Officers Association (hereinafter referred to as “SCPOA”) (collectively, the “Parties”). The individual employees who are proposed to change bargaining units and representation are also signatories hereto to confirm their consent to this Stipulation.

RECITALS

On March 1, 2021, the Suisun City Police Officers Association (“SCPOA”) filed a Unit Modification Petition (“Petition”) with the Public Employment Relations Board (“PERB”), Case No. SF-UM-849-M, seeking to sever and transfer the Dispatcher classifications employed by the City from the miscellaneous employee bargaining unit exclusively represented by SCEA to the police bargaining unit exclusively represented by SCPOA.

In a letter dated, March 9, 2021, PERB inquired as to whether the City has adopted local rules concerning unit modifications transferring employees from one bargaining unit to another in accordance with MMBA section 3507. In response to that request, on March 17, 2021, the City filed a copy of its City’s Resolution No. 74-33, Employer-Employee Relations Resolution (“EERR”).

On April 2, 2021, in its Order to Show Cause (“OSC”), PERB determined that based on a copy of the City’s EERR, PERB lacked authority to process the Petition. The Parties were advised that, if there were any additional facts which would demonstrate that PERB has authority over this matter pursuant to PERB Regulation 61000, they should submit that information. The Parties were further advised that, unless PERB received such information prior to April 19, 2021, the petition was subject to dismissal.

The City filed a response to the OSC on April 13, 2021, agreeing that SCPOA may petition the City, under the EERR, to be formally recognized to represent the Dispatcher classification. SEIU filed a no objection letter in response.

On April 22, 2021, in its Dismissal of Petition, PERB emphasized that it will only assert jurisdiction where a public agency’s local rules contain no provision that can accomplish what the petitioner is seeking without placing an undue burden on the petitioner. Therefore, on the basis of the OSC and the responses received, the Petition was dismissed.

On May 27, 2021, SCPOA president Jeremy Snyder submitted a letter to City Manager Greg Folsom under the City's EERR requesting that the City's Dispatcher classification be transferred from the miscellaneous unit to the Police Unit with an attendant change in representation from SCEA to SCPOA. He asserted that the City's dispatchers were in favor of the change in bargaining unit and representation and that SCEA had no objection to what is essentially a severance petition and provided grounds for why the police unit was an appropriate unit for the Dispatchers.

During the approximate period December 9, 2020 through July 20, 2021, the City and SCEA were in active negotiations for a successor memorandum of understanding ("MOU"), which successfully resulted in an agreement approved by City Council on July 20, 2021 as the successor SCEA MOU 2021-23 covering the period July 1, 2021 through June 30, 2023 and which currently applies to and governs the City's Dispatcher classifications.

During the approximate period January 19, 2021 through July 20, 2021, the City and SPOA were in active negotiations for a successor memorandum of understanding, which successfully resulted in an agreement approved by City Council on July 20, 2021 the successor SCPOA MOU covering the period July 1, 2021 through June 30, 2023 and which currently does not apply to nor govern the City's Dispatcher classifications.

**Whereas, in the interest of promoting harmonious labor relations between and among the Parties, the Parties and signatories hereto mutually agree as follows:**

1. All of the recitals listed above are material provisions of this Stipulation and are deemed true and correct by the Parties and the signatories hereto and are incorporated in the agreements reached herein by this reference.

2. The City Manager, as the City's Municipal Employee Relations Officer, has determined that SCPOA's petition for severance/modification submitted by SCPOA on May 27, 2021 materially complies with the requirements of the City's Employer-Employee Relations Resolution No. 1974-33 and approves the severance/modification petition, subject to the Parties executing MOU amendments reflecting the change in representation and subject to City Council approval of same, both of which will document the transfer of the Dispatcher classification from the bargaining unit represented by SCEA to the bargaining unit represented by SCPOA.

3. The Dispatchers will continue to be governed by the terms of the SCEA MOU until such time as the MOU Amendments are approved and address the transfer of representation as well as the interplay of terms of the existing SCPOA MOU and the Dispatcher classification.

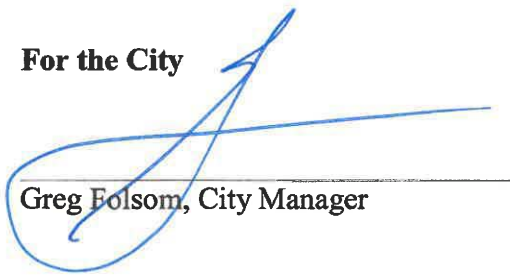
4. The Parties and signatories hereto all mutually consent to the City Manager's determination and approval of the SCPOA petition and that the SCPOA shall forthwith be recognized as the sole and exclusive representative for the Dispatcher classification for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment.

5. The Parties each expressly represent that there is no other labor organization which claims to represent the Dispatchers or has expressed a desire or intent to do so.

6. This Stipulation represents a full and complete resolution of any claims and disputes between the Parties based upon the above-referenced matters.

7. The undersigned parties and signatories represent that they have read and understand the terms of this Stipulation and that they are authorized to execute this Stipulation on behalf of their principals, if any.

**For the City**



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Greg Folsom, City Manager

**For SCEA/SEIU Local 1021**

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Del Mallory, SEIU Local 1021 Area Field Director Region A

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Christina Penland, HR Administrator

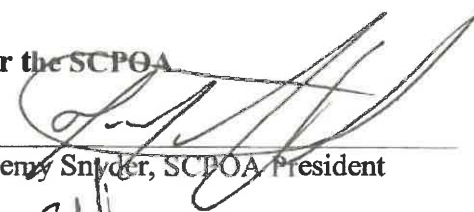
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Marcos Zepeda, SEIU Local 1021 Field Representative

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John Bryan, SCEA Acting President (VP)

**For the SCPOA**



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Jeremy Snyder, SCPOA President



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Eric Vera, SCPOA Vice-President

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**For the City**

\_\_\_\_\_  
Greg Folsom, City Manager

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Christina Penland, HR Administrator

**For the SCPOA**

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Jeremy Snyder, SCPOA President

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Eric Vera, SCPOA Vice-President

**For SCEA/SEIU Local 1021**

*Del Mallory*

Del Mallory (Sep 24, 2021 10:57 PDT)

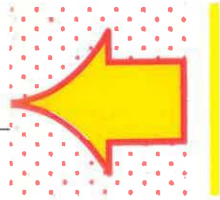
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Del Mallory, SEIU Local 1021 Area Field Director Region A

*M. Zepeda*


Marcos Zepeda (Sep 24, 2021 11:59 PDT)

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Marcos Zepeda, SEIU Local 1021 Field Representative


*John Bryan*  
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John Bryan, SCEA Acting President (VP)



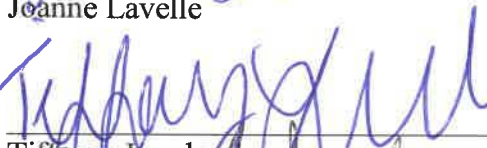
**Dispatchers**

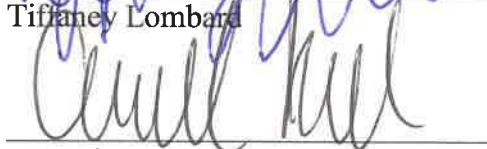
  
Haley Alexander

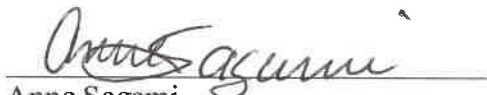
  
Marco Gallardo


  
Sara Kimball

  
Joanne Lavelle


  
Tiffany Lombard

  
Amanda Prusak

  
Anne Sagami

  
Mariah Snyder

**Approved as to form  
Aleshire & Wynder, LLP**

  
~~Anthony R. Taylor~~, City Attorney  
