

## **RESOLUTION NO. 2022-139**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
APPROVING A SECOND AMENDMENT TO THE MEMORANDUM OF  
UNDERSTANDING (MOU) BETWEEN THE CITY OF SUISUN CITY AND THE  
SUISUN CITY MANAGEMENT & PROFESSIONAL EMPLOYEES' ASSOCIATION  
EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2023, TO AMEND MOU PROVISIONS  
PERTAINING TO JOB CLASSES REPRESENTED, UNIFORMS AND UNIFORM  
ALLOWANCES, FIRE DUTY CHIEF PAY AND IT MANAGER SPECIAL  
CIRCUMSTANCE COMPENSATION**

**WHEREAS**, on August 17, 2021, the City Council approved the Memorandum of Understanding between the City of Suisun City (City) and the Suisun City Management & Professional Employees' Association (SCMPEA), effective July 1, 2021 through June 30, 2023 (SCMPEA MOU 2021-23) with the adoption of Resolution No. 2021-81; and

**WHEREAS**, on April 5, 2022, the City Council approved a First Amendment to the SCMPEA MOU 2021-23 with the adoption of resolution No. 2022-53; and

**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 proposed modifications in the SCMPEA MOU 2021-23 pertaining to job classes represented, uniforms and uniform allowances, Duty Chief Pay and IT Manager Special Circumstance Compensation; and

**WHEREAS**, the foregoing proposed modifications to the SCMPEA MOU 2021-2-23 have been ratified by SCMEPEA membership; and

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

**WHEREAS**, any additional costs of the Second Amendment to the SCMPEA 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 Second Amendment to the SCMPEA MOU 2021-23, attached hereto as Exhibit “A,” is hereby accepted, approved, and adopted.

**Section 3.** Effective Date. The various elements of this Resolution are effective retroactive as follows:

- IT Manager Special Circumstance Compensation is effective October 1, 2022; and
- Duty Chief Pay for the Deputy Fire Chief is effective April 1, 2022; and

1           • Uniform Allowances is effective July 19, 2022.  
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3           **PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of Suisun City duly  
4           held on Tuesday, the 1<sup>st</sup> day of November 2022, by the following vote:

5           **AYES:**    Council Members:    Day, Hudson, Hernandez, Williams  
6           **NOES:**    Council Members:    None  
7           **ABSENT:**    Council Members:    None  
8           **ABSTAIN:**    Council Members:    None

9           **WITNESS** my hand and the seal of said City this 1st day of November 2022.  
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13           Donna Pock, CMC  
14           Deputy City Clerk  
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16           Exhibit A:    Second Amendment to the SCMPEA MOU 2021-23  
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SECOND 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 Second 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, on April 5, 2022, the City Council approved the First Amendment to the SCMPEA MOU 2021-23 with the adoption of Resolution No. 2022-53;

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, Duty Chief Pay and IT Manager special circumstance compensation 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 as indicated:

Article I, Section 1 of the SCMPEA MOU 2021-23, entitled "Job Classes Represented," shall be amended effective retroactive to July 19, 2022, 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

SECOND 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

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  
***Division Fire Chief***  
Fire Marshall  
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 VII of the SCMPEA MOU 2021-23 entitled “COMPENSATION,” shall be amended effective retroactive to October 1, 2022, to read as follows (additions in ***bold italics***):

6. ***Special Circumstances – IT Manager.*** *The IT Manager 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 afterhours, including nights, weekends, and holidays, to critical emergencies, such as but not limited to public safety, server or infrastructure issues, as authorized by the Department Director. The IT Manager will not be compensated for hours worked in addition to scheduled work hours performing general duties which may extend the workday. Compensation for afterhours response will cease / sunset June 30, 2023, at midnight.*

[Renumber the rest of this section due to the new “Special Circumstances – IT Manager” section.]

Article VII of the SCMPEA MOU 2021-23 entitled “COMPENSATION,” shall be amended effective retroactive to April 1, 2022, to read as follows (deletions in ~~strikethrough~~; additions in bold italics):

**6. 8. 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, ~~Fire-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. ~~Effective retroactive to July 1, 2020, Fire-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 (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 or 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 ~~Fire-Division~~ ***Fire Chief or Deputy Fire Chief*** to the maximum extent possible and/or mutually agreed upon allotment between the Chief Officers.

Article XI, Section 1 of the SCMPEA MOU 2021-23 entitled “Uniform Allowances,” shall be amended effective retroactive to July 19, 2022, 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
Deputy Fire Chief	\$1300
<b><i>Division Fire Chief</i></b>	<b><i>\$1300</i></b>
Fire Captain	\$1300
Police Support Services Manager	\$900
Fire Marshall	\$1300
Dispatch/Records Supervisor	\$900

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

**SECOND 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**

The representatives of the City and of the SCMPEA have jointly prepared this Second 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 Second Amendment to the SCMPEA MOU 2021-23, all other provisions of the SCMPEA MOU 2021-23 and the First Amendment of the SCMPEA MOU 2021-23 shall remain in full force and effect. The parties also acknowledge that this Second 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 Second Amendment is hereby executed by the authorized representatives of the City and the SCMPEA and entered into as of this 31<sup>st</sup> day of October 2022.

**IT IS SO AGREED:**

[SIGNATURES ON NEXT PAGE]

SECOND 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

Kris Lofthus  
Deputy City Manager

Christina Penland  
Human Resources Administrator

For SCMPEA:

**Mary LaPlante**

Mary LaPlante, Managing Labor Representative  
City Employee Associates

*Daniel Healy*

Daniel Healy, SCMPEA President

**Jeff Downey**

Jeffrey Downey, SCMPEA Vice President

**Amber Kent**

Amber Kent, SCMPEA Secretary

Approved as to form  
Aleshire & Wynder, LLP

*Elena Q. Gerli*

Elena Q. Gerli, City Attorney

**Signature:** Mary LaPlante  
Mary LaPlante (Oct 20, 2022 11:09 PDT)

**Email:** [mlaplante@cityemployees.net](mailto:mlaplante@cityemployees.net)

**Signature:** Amber Kent  
Amber Kent (Oct 20, 2022 12:51 PDT)

**Email:** [akent@suisun.com](mailto:akent@suisun.com)

**Signature:** Jeff Downey  
Jeff Downey (Oct 20, 2022 12:02 PDT)

**Email:** [jdowney@suisun.com](mailto:jdowney@suisun.com)

# SCMPEA MOU 2021-23 Second Amendment (Draft 2022.10.20) Updated

Final Audit Report

2022-10-20

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-  Signer mlaplante@cityemployees.net entered name at signing as Mary LaPlante  
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-  Document e-signed by Mary LaPlante (mlaplante@cityemployees.net)  
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-  Document emailed to Jeffrey Downey (jdowney@suisun.com) for signature  
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-  Signer Jeffrey Downey (jdowney@suisun.com) entered name at signing as Jeff Downey  
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 Agreement completed.

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