

AMENDMENT NO. 1

The Memorandum of Understanding between the City of Suisun City and the Suisun City Police Officers' Association (hereinafter "Agreement") was signed on the 7th day of October, 2014, and it was entered into as of July 1, 2014, between the City of Suisun City, (hereinafter "City"), and the Suisun City Police Officers' Association, (hereinafter "SCPOA").

Pursuant to Government Code Section 3500 *et seq.* and the City of Suisun City Employer/Employee Relations Resolution No. 74-33, the following represents Amendment No. 1 to the Agreement (hereinafter "Amendment") reached between the City and the SCPOA, the terms of which will apply to current Employees effective July 3, 2015 through December 31, 2015.

Modifications to Sections 1 and 2 of Article X – Hours of Work

Sections 1 and 2 of Article X – Hours of Work are hereby amended to read as follows:

1. Workweek/Workday. The following provisions apply to workweeks and Workdays:
 - A. For full-time Employees the normal workweek will be 40.0 hours of five consecutive days within any seven-day period, and the Workday will be 8.0 hours within any 24-hour period. This does not prohibit the City from extending the Workday or workweek pursuant to the Overtime provisions of this Agreement.
 - B. The workweek will begin on Friday at noon and end the following Friday at noon.
 - C. The Parties agree that if an Employee is assigned to a 4-10 alternative work schedule (hereinafter "AWS"), that Employee shall have a normal workweek of 40.0 hours or four consecutive days within any seven-day period, and the Workday will be 10.0 hours. Time worked in excess of 10.0 hours per day shall be subject to the Overtime provisions of this Agreement.
 - D. The Parties met and conferred regarding work hours and related Overtime provisions of a 3-12 AWS plan, and entered into a side letter dated November 14, 2012, which documents the understanding of the Parties regarding this AWS.
 - E. The Parties agree to meet and confer regarding work hours and related Overtime provisions of alternative work schedules such as the 9-80 AWS plan. A side letter will be utilized to document the understanding of the Parties regarding such an AWS.

2. Overtime Pay. For the purpose of Overtime and minimum time calculations, an Employee may not be paid twice for the same time period. If time periods overlap, the time shall be calculated as a continuous work period. The following applies to Overtime Pay:
 - A. The City agrees to compensate Employees scheduled for five days, 8.0 hours per day, in the workweek, or four days, 10.0 hours per day if assigned to a 4-10 AWS, at a rate of one and one-half times the Employees' regular rate (hereinafter "Overtime Rate") for each hour of work required in excess of their scheduled hours per Workday or 40.0 hours per workweek.
 - B. Employees shall be compensated at the applicable Overtime Rate for work assigned in excess of the regularly scheduled work hours.

- C. All time on paid leave status will be considered hours worked for the purpose of computing Overtime.
- D. Work schedules may be temporarily realigned for Employees attending Job-Related Training. Consistent with the realigned work schedule, Employees traveling to and from such training outside of those work hours, minus the time it would take to drive to and from their residence to the SCPD, shall be compensated by the City. The Employee shall receive written approval in advance for such compensated travel.

Modifications to Article XXV

Article XXV is amended to read as follows:

ARTICLE XXV – TEMPORARY MEASURES

1. Temporary Measures. The Parties agree that due to economic conditions, as well as actions by the State of California, that the City is forced to seek concessions from its Employees. The Parties recognize that the City could balance its budget by laying off Employees, but the Parties agree that it is preferable to rely on concessions that would ensure the Employees do not lose their jobs and that the community not suffer a more radical reduction in service delivery. The Parties have met and conferred in good faith and agreed to certain concessions, as well as certain recompense for these concessions. The Parties have also agreed to their preferences for unwinding these concessions as the fiscal situation improves. The Parties hereby declare that it is their mutual intention that these concessions be temporary and that they be unwound as soon as they can possibly be removed without fiscal harm to the City.
2. Pay Cut. The amounts set forth in Exhibit A reflect the elimination of the Pay Cut agreed to in the Agreement executed on July 19, 2012.
3. Furlough. The Furlough that was in place between July 19, 2012, and July 2, 2015, has been eliminated.
4. Impact of Furlough on Overtime. The Furlough that was in place between July 19, 2012, and July 2, 2015, has been eliminated.
5. Unwinding Protocol. The Parties agree that unwinding the Temporary Measures is subject to the meet and confer process as provided in the Meyers-Milias-Brown Act (Government Code Section 3500 *et seq.*). The Parties also agree that the preferred unwinding protocol should proceed as follows:
 - A. Restore Furloughs. The Furlough that was in place between July 19, 2012, and July 2, 2015, has been eliminated.
 - B. Selectively Fill Vacant Positions. The second highest priority is the selective filling of some or all of the positions that are being held vacant. The Parties acknowledge that the City Council has established a policy that the filling of any vacancy must first be approved by the City Council.

- C. Relax Cash-Out Restrictions. In order to ensure that the agreed-upon Pay Cuts have the desired effect on the budget, the Parties understand and agree that the cashing out of paid leave needs to be restricted to 32 hours of CTO in December. After addressing Subsections 4.A. and 4.B. above, the Parties will meet and confer about relaxing the restrictions set forth in Section 4 of Article XII, Article XIII, and Section 1 of Article XXI as funding becomes available. Such discussions may occur within the context of discussions regarding Subsection 4.D. below.

Provide COLAs. At such time as the fiscal situation has improved sufficiently, the Parties shall meet and confer on the cost-of-living adjustments (COLAs) that implement the Class and Compensation Study consistent with City Council policy direction within the limitations of the City's ability to pay.

Article X Section 7 Subsection B Impact

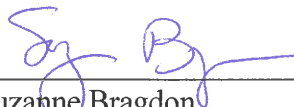
SCPOA hereby waives the application of this Subsection for any Employee who may not receive a notice of at least five days of the schedule change occasioned by the elimination of the Furlough.

Effective Date of Amendment No. 1

The effective date of this Agreement shall be July 3, 2015. All other provisions of the Agreement shall remain in full force and effect.

EXECUTED this ___ day of July 2015.

**CITY OF SUISUN CITY
REPRESENTATIVES:**



Suzanne Bragdon
City Manager

Andrew White
Police Commander

Ronald C. Anderson, Jr., Chief Negotiator
Assistant City Manager

**SCPOA
REPRESENTATIVES:**

Dan Healy, President/Chief Negotiator
Suisun City Police Officers Association

Jose Martinez
Suisun City Police Officers Association

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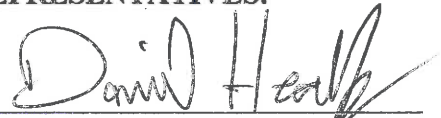


Andrew White
Police Commander



Ronald C. Anderson, Jr., Chief Negotiator
Assistant City Manager

**SCPOA
REPRESENTATIVES:**



Dan Healy, President/Chief Negotiator
Suisun City Police Officers Association



Jose Martinez
Suisun City Police Officers Association

EXHIBIT A: Suisun City Police Officers' Association
Salary Schedule Effective July 1, 2014

Job Class w/ Incentive &/or Assignment P	Range	A Step		B Step		C Step		D Step		E Step		F Step		G Step	
		Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Police Officer	400	\$ 4,667	\$ 26.93	\$ 4,900	\$ 28.27	\$ 5,145	\$ 29.68	\$ 5,403	\$ 31.17	\$ 5,673	\$ 32.73	\$ 5,956	\$ 34.36	N/A	N/A
Police Officer w/ POST Int. Certificate	401	\$ 4,900	\$ 28.27	\$ 5,145	\$ 29.68	\$ 5,403	\$ 31.17	\$ 5,673	\$ 32.73	\$ 5,956	\$ 34.36	\$ 6,254	\$ 36.08	N/A	N/A
Police Officer w/ POST Int. & Adv Certs	402	\$ 5,145	\$ 29.68	\$ 5,403	\$ 31.17	\$ 5,673	\$ 32.73	\$ 5,956	\$ 34.36	\$ 6,254	\$ 36.08	\$ 6,567	\$ 37.89	N/A	N/A
Senior Police Officer	410	N/A	N/A	N/A	N/A	\$ 5,145	\$ 29.68	\$ 5,403	\$ 31.17	\$ 5,673	\$ 32.73	\$ 5,956	\$ 34.36	N/A	N/A
Senior Police Officer w/ POST Int. Cert.	411	N/A	N/A	N/A	N/A	\$ 5,403	\$ 31.17	\$ 5,673	\$ 32.73	\$ 5,956	\$ 34.36	\$ 6,254	\$ 36.08	N/A	N/A
Senior Police Officer w/ POST Int. & Adv	412	N/A	N/A	N/A	N/A	\$ 5,673	\$ 32.73	\$ 5,956	\$ 34.36	\$ 6,254	\$ 36.08	\$ 6,567	\$ 37.89	N/A	N/A
Master Police Officer	420	N/A	N/A	N/A	N/A	\$ 5,145	\$ 29.68	\$ 5,402	\$ 31.17	\$ 5,672	\$ 32.73	\$ 5,956	\$ 34.36	\$ 6,254	\$ 36.08
Master Police Officer w/ POST Int. Cert.	421	N/A	N/A	N/A	N/A	\$ 5,402	\$ 31.17	\$ 5,672	\$ 32.73	\$ 5,956	\$ 34.36	\$ 6,254	\$ 36.08	\$ 6,566	\$ 37.88
Master Police Officer w/ POST Int. & Adv	422	N/A	N/A	N/A	N/A	\$ 5,672	\$ 32.73	\$ 5,956	\$ 34.36	\$ 6,254	\$ 36.08	\$ 6,566	\$ 37.88	\$ 6,895	\$ 39.78
Police Sergeant	450	\$ 5,812	\$ 33.53	\$ 6,103	\$ 35.21	\$ 6,408	\$ 36.97	\$ 6,728	\$ 38.82	\$ 7,065	\$ 40.76	N/A	N/A	N/A	N/A
Police Sergeant w/ POST Int. Certificate	451	\$ 6,103	\$ 35.21	\$ 6,408	\$ 36.97	\$ 6,728	\$ 38.82	\$ 7,065	\$ 40.76	\$ 7,418	\$ 42.79	N/A	N/A	N/A	N/A
Police Sergeant w/ POST Int. & Adv.	452	\$ 6,408	\$ 36.97	\$ 6,728	\$ 38.82	\$ 7,065	\$ 40.76	\$ 7,418	\$ 42.79	\$ 7,789	\$ 44.93	N/A	N/A	N/A	N/A
Master Police Sergeant	460	N/A	N/A	N/A	N/A	\$ 7,065	\$ 40.76	\$ 7,418	\$ 42.79	\$ 7,789	\$ 44.93	\$ 8,178	\$ 47.18	\$ 8,587	\$ 49.54

Bold denotes benchmark class