

RESOLUTION NO. 2024-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY APPROVING THE FIRST AMENDMENT TO THE SUISUN CITY PROFESSIONAL FIREFIGHTERS' ASSOCIATION (SCPFA) MEMORANDUM OF UNDERSTANDING (MOU) 2023-25 TO PROVIDE OVERTIME PAY FOR ALL HOURS WORKED OUTSIDE OF THE NORMAL, REGULAR WORK SCHEDULE AND TO CONVERT EMPLOYEES TO 56-HOUR WORK WEEKS DURING LEAVES OF ABSENCE

WHEREAS, on August 8, 2023, 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, 2023, through June 30, 2025 (SCPOA MOU 2023-25) with the adoption of Resolution No. 2023-115; 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 certain proposed modifications in the SCPOA MOU 2023-25 to provide a provide overtime pay for all hours worked outside of the normal, regular work schedule and to convert employees to 56-hour work weeks during leaves of absence; and

WHEREAS, the City Council now desires to accept, approve, and adopt the First Amendment to the SCPFA MOU 2023-25 (attached hereto as Exhibit "A"); and

WHEREAS, any additional costs of the First Amendment to the SCPFA MOU 2023-25 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 SCPFA MOU 2023-25, attached hereto as Exhibit "A," is hereby accepted, approved, and adopted.

Section 3. Effective Date. This Resolution is effective with the pay date of May 17, 2024.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 7th day of May 2024, by the following vote:

AYES: Councilmembers: Dawson, Osum, Pal, Washington, Mayor Hernandez
NOES: Councilmembers: None
ABSENT: Councilmembers: None
ABSTAIN: Councilmembers: None

WITNESS my hand and the seal of said City this 7th day of May 2024.



Anita Skinner
City Clerk

Exhibit A: SCPFA MOU 2023-25 Amendment No. 1

**FIRST AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SUISUN CITY
AND
THE SUISUN CITY PROFESSIONAL FIREFIGHTERS'
ASSOCIATION, INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS (IAFF), LOCAL 1186**

**July 1, 2023
through
June 30, 2025**

**FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SUISUN CITY AND THE SUISUN CITY PROFESSIONAL FIREFIGHTERS'
ASSOCIATION, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF), LOCAL 1186**

This First Amendment to the Memorandum of Understanding between the City of Suisun City and the Suisun City Professional Firefighters' Association, International Association of Firefighters, Local 1186 (hereinafter "Union") effective July 1, 2023 through June 30, 2025 ("SCPFA MOU 2023-25") is made and entered into by and between the City of Suisun City, a municipal corporation ("City"), and the Union.

RECITALS:

WHEREAS, the City Council approved the SCPFA MOU 2023-25 through Resolution No. 2023-115 adopted August 8, 2023;

WHEREAS, the City and the Union'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 compensation and benefit modifications for the classifications and incumbent employees represented by the SCPFA;

WHEREAS, the City and the Union now desire to amend the SCPFA MOU 2023-25 to include additional compensation for the represented classifications regarding overtime pay, certification pay and to clarify employee work schedules during leaves of absence for payroll purposes, which modifications were ratified by the Union membership and approved by the parties as reflected by their representative signatures on this First Amendment subject to the formal approval and adoption of the City Council of this First Amendment by resolution as a condition precedent to implementation; and

NOW, THEREFORE, upon approval by the City Council by a formal resolution, it is hereby agreed that the SCPFA MOU 2023-25 is amended in the following particulars only:

Article 9 Hours of Work of the SCPFA MOU 2023-25 shall be amended to include the following additional provision under Section 3 Overtime Pay as follows (deletions in strikethrough; changes in ***bold italics***):

- F. Overtime Pay for All Hours Outside of Normal, Regular Work Schedule.***
The parties acknowledge that pursuant to the FLSA, overtime payment at the regular rate of pay is not required until work has been performed more than 53 hours in a 7-day work period, whether scheduled or unscheduled. Effective the pay date of May 31, 2024, or the pay date immediately following City Council Approval, whichever comes first, overtime payment shall be provided as follows:

- (1) Employees regularly scheduled to work more than 53 hours in a work period will receive overtime payment at the FLSA overtime rate for all work in excess***

of 53 hours for the work period. For example, during regularly scheduled 72-hour work weeks, employees will receive overtime compensation starting at 54 hours of work.

(2) Employees regularly scheduled to work less than 53 hours in a work period will receive overtime payment at the FLSA overtime rate for all work in excess of their regularly scheduled hours in the work period. For example, during regularly scheduled 48-hour work weeks, employees will receive overtime compensation starting at 49 hours of work.

(3) Overtime received for unscheduled work hours 49 through 53 pursuant to subsection B shall be paid as overtime (as opposed to being credited as Compensatory Time Off).

Article 19, Section 3, of the SCPFA MOU 2023-25, entitled "How a Supplement is Treated," shall be amended to be formatted into two subsections with the current language being subsection A and new added language being subsection B as follows (deletions in strikethrough; changes in ***bold italics***):

3. How a Supplement is Treated.

A. The Employee shall receive up to one hundred percent (100%) of their gross salary rate, including any regular hours worked and leave accruals to cover time off (Sick leave, Vacation, and/or CTO) until such time as the City is notified of the benefit paid to the Employee. The pay period following notification (normally the next pay period), the Employee will receive up to one hundred percent (100%) of Employee's gross salary rate when combining the supplemental amount provided by Workers' Comp/SDI with integrated leave.

B. ***When an Employee is expected to be absent for one or more workweeks for Workers' Compensation Leave (4850 or Temporary Total Disability), Sick Leave, Family or Medical Leave pursuant to state and federal law, or a non-paid status, the employee's work schedule shall be converted to a fifty-six (56) hour workweek at the beginning of the work period following receipt of such information, or, if known prior to the work period in which the absence will occur, at the beginning of the work period in which the absence begins.***

Article 24, Section 3, of the SCPFA MOU 2023-25, entitled "Certification and Educational Incentive Pay," shall be amended to correct how the incentive is applied as follows (deletions in strikethrough; changes in ***bold italics***):

3. Certification and Educational Incentive Pay.

In order to encourage employees to provide optimum service to the public, employees may receive *incentive pay* up to 5% ~~incentive added to~~ of their base rate for a certification or relevant advanced education degree. A certification or advanced degree required for the position is not eligible for this incentive pay. To receive certification or education incentive pay, proof of completion must be submitted to the City Manager. During the EMT and Paramedic Incentive Pay Pilot Program, employees participating in the Pilot Program will not be limited to the 5% of incentive pay discussed herein. The following list is eligible for incentive pay at the assigned incentive rate:

- A. Advanced degree beyond current requirement for job (AA, BA/BS, Masters) = 3%
- B. Chief Officer (FIRE) = 1.5%
- C. Paramedic = 5%

The representatives of the City and of the Union have jointly prepared this First Amendment to the SCPFA MOU 2023-25, and jointly presented same 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 SCPFA MOU 2023-25, all other provisions of the SCPFA MOU 2023-25 shall remain in full force and effect. The parties also knowledge that this First Amendment to the SCPFA MOU 2023-25 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 Union and entered into as of this 24th day of May 2024.

IT IS SO AGREED:

**CITY OF SUISUN CITY
REPRESENTATIVES:**



Bret Prebula, City Manager



Christina Penland, HR Administrator



Colin Tanner, Deputy City Attorney

**UNION
REPRESENTATIVES:**



Ken Martin, Labor Relations Consultant
IAFF, Local 1186



Aaron Leming, President



Chris Lujan, Vice President

Approved as to form

Aleshire & Wynder, LLP

A handwritten signature in cursive script, appearing to read "E. Gerli", written over a horizontal line.

Elena Q Gerli, City Attorney