

RESOLUTION NO. 6427-2022

RESOLUTION OF THE COUNCIL OF THE CITY OF SEBASTOPOL APPROVING  
AND ADOPTING REVISIONS TO THE COMPREHENSIVE MEMORANDUM OF UNDERSTANDING  
(MOU) WITH THE SEBASTOPOL POLICE OFFICERS' ASSOCIATION (SPOA)  
FOR JULY 1, 2019, THROUGH JUNE 30, 2022

WHEREAS, the City of Sebastopol maintains Memorandums of Understanding (MOU's) with its various employee groups; and

WHEREAS, any changes to a Memorandum of Understanding need to be approved by the City and the respective employee group; and

WHEREAS, the City of Sebastopol desires to implement a 12-hour temporary schedule for Dispatch members of the bargaining unit retroactively to May 1, 2022 through June 30, 2022 or when a fifth Dispatcher is hired, whichever comes first, and

WHEREAS, the City of Sebastopol and the Sebastopol Police Officers' Association (SPOA) Employees have met and conferred in good faith and have agreed to the attached Side Letter of Agreement amending the Comprehensive Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Sebastopol hereby approves the Side Letter of Agreement amending the July 1, 2019, through June 30, 2022, Memorandum of Understanding with the Sebastopol Police Officers' Association and authorizes the City Manager to execute said Side Letter of Agreement; and

The above and foregoing Resolution was duly passed, approved and adopted at a meeting by the City Council on the 3rd day of May, 2022, by the following vote:

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by City of Sebastopol City Council following a roll call vote:

**VOTE:**

Ayes: Councilmembers Glass, Gurney, Rich, Vice Mayor Hinton and Mayor Slayter

Noes: None

Absent: None

Abstain: None

APPROVED:



Mayor Patrick Slayter



ATTEST:

Mary Gourley, Assistant City Manager/City Clerk, MMC

APPROVED AS TO FORM:



Larry McLaughlin, City Attorney

**City Of Sebastopol  
 Proposal To The Sebastopol Police Association  
 SEBASTOPOL POA MODIFICATION TO TEMPORARY SIDE-LETTER AGREEMENT  
 4/26/22**

**REGARDING 12-HOUR SCHEDULING - DISPATCH FOR IMMEDIATE COVERAGE AND QUALITY OF LIFE**

**CHANGE IN SCHEDULE**

The parties agree to a *temporary* change in schedule from 10-hour days to 12-hour days initially for *dispatch* members of the *bargaining* unit as an exigency measure. *This temporary change will be in effect until the first full pay period after such time as five (5) dispatchers are available for regularly scheduled 10-hour workdays or the first full pay period after June 30, 2022, whichever occurs first. At the termination of this side-letter, all terms and conditions in the current MOU will return in full force and effect.* The dispatch 12-hour schedule would be a 3:4 schedule consisting of three 12-hour days in one week and four 12-hour days in the next with four days off in one week and three days off in the next. The pattern repeats every 14 days and will align with a pay period. The schedule provides 84 hours in an 80 hour pay period and 168 hours in a 28-day FLSA work period (and average of 42 hours a week). *During the temporary schedule change, dispatchers will be paid at their overtime rate for the additional 4 hours in a pay period and for time worked in excess of their twelve-hour shift or time worked on a day off.*

Dispatcher positions are not eligible for a 7 (k) exemption from FLSA overtime rules and are therefore, subject to overtime after 40 hours in a work week. Dispatcher work weeks must be aligned to the schedule they are working to allow for even distributions of hours each week. To do this, the dispatcher work week begins and ends at mid-shift on the alternate day off for their regular schedule. Any overtime hours for the week will be calculated based on that work week beginning and end date and time.

Week 1								Week 2							
Wed	Thurs	Friday	Saturday	Sunday	Monday	Tuesday	Wed	Wed	Thurs	Friday	Saturday	Sunday	Monday	Tuesday	Wed
	X	X	X	X	X	X	6			X	X	X	X	X	OFF
OFF								6							

Dispatchers have already determined schedules and shifts for this temporary schedule agreement. The schedules and shifts during a work week are as follows:

- Shift A AM Sunday - Tuesday and Alternate Wednesdays      0700-1900
- Shift B PM Sunday – Tuesday and Alternate Wednesdays      1900-0700
- Shift C AM Alternate Wednesdays and Thursday – Saturday      0700-1900
- Shift D PM Alternate Wednesdays and Thursday – Saturday      1900-0700

Dispatchers must sign an Alternate Work Schedule Agreement defining the work week as beginning and ending midshift on their Alternate Day Off and defining the shift and schedule (Attachments 1-4). Should a dispatcher move from a 12-hour schedule to a 10-hour schedule a new Alternate Work Schedule Agreement must be completed reflecting the new work week.

Because the schedules are 12 hours, several clauses in the MOU need to be amended including IV) Working Conditions, VIII. Leave Benefits A. Sick Leave and B. Holidays. *The parties to this side-letter acknowledge these changes in this side-letter to the aforementioned clauses apply to the represented classification of dispatcher only.*

#### **IV) Working Conditions**

##### **I) WORK CONDITIONS & HOURS**

- A) The City and the SPOA agree to a temporary 12 hour work shift for dispatchers in the bargaining unit. This temporary schedule shall continue until the first full pay period after five (5) dispatchers are available to work a 10-hour work shift or until the first full pay period after June 30, 2022, whichever occurs first. A regular shift for non-sworn employees in this unit is ten (10) hours. Regular employees will be compensated at the overtime rate for time worked in excess of their regularly assigned work schedule, including leave hours taken during the period, and time worked on a regularly scheduled day off. Overtime pay for this unit will be paid at time and one-half of the base rate of pay including incentive pay.
- C) The non-Sworn (dispatch) 12-hour work schedule incurs overtime after 40 in a work week. Each week consist of 3 workdays and one alternating work/off day (Alternate Day Off). Each day will be 12 hours. Work weeks begin and end mid-shift on the scheduled "alternate day off". The following work weeks will be established for the dispatch temporary 12-hour schedule. Per FLSA requirements, each dispatcher will sign a schedule agreement identifying their alternate day off, schedule, and work week.
- a. Wednesday to Wednesday at 13:00 (A-C schedule)
  - b. Thursday to Thursday at 01:00 (B-D schedule)
- D) An employee's work schedule will not be changed without seven (7) calendar days advance, written notice. Emails may serve as written notice. Exceptions may be made in emergency situations or in response to unforeseen illness in the department. In such cases, the employee will have the option of either adjusting their schedule, if there is sufficient coverage and with supervisor approval, or being compensated at the overtime rate for hours worked in excess of her /his normal shift. For purposes of this section "emergency" is defined as sudden, unplanned event requiring a police response.

During the term of this *side-letter* , *dispatchers in the bargaining* unit-will be assigned to work a 12-hour work schedule.

The POA and the City agree to guarantee all employees of this unit will be scheduled for at least 80 hours of straight time work each pay period.

#### **VIII. Leave Benefits**

##### **A) Sick Leave:**

- 1) City employees who are regularly scheduled for a 10-hour workday, will accrue sick leave, without limit, at the rate of 10 hours per calendar month (4.6154 per pay period). Employees who are *temporarily* scheduled for a 12-hour shift, will accrue sick leave, without limit, at the rate of 12-hours per calendar month (5.538462 per pay period). Any unused sick leave is converted to additional service credit if the employee retires within 120 days of separation from employment. Eight hours of sick leave equals one day (.004 of a year of service). It takes 250 eight-hour days of sick leave to receive one year of service credit (.004 x 250 = 1 year).
- 2) Any SPOA employee currently enrolled in a "legacy program" for sick leave will be allowed to continue in that program and will retain all sick leave caps and procedures associated with the legacy program they are currently enrolled in or associated with as of July 2, 2019. SPOA employees who are enrolled in a legacy program may, at any time, make a one-time irrevocable decision to convert to the sick leave benefit for current employees as described in paragraph 1. Upon decision to convert, legacy program caps for sick leave accruals will be lifted.

B) Holidays:

- 1) City will grant holiday time off to all employees on the holidays listed below:
  - a) New Year's Day- January 1st
  - b) Martin Luther King's Birthday - third Monday in January
  - c) Lincoln's Birthday – February 12th
  - d) President's Day - third Monday in February
  - e) Caesar Chavez Day – March 31st
  - f) Memorial Day - last Monday in May
  - g) Juneteenth – the 19<sup>th</sup> day of June
  - h) Independence Day - July 4<sup>th</sup>
  - i) Labor Day - first Monday in September
  - j) Veteran's Day - November 11<sup>th</sup>
  - k) Wednesday before Thanksgiving – fourth Wednesday in November
  - l) Thanksgiving - fourth Thursday in November
  - m) Christmas Eve – December 24<sup>th</sup>
  - n) Christmas Day - December 25<sup>th</sup>
  - o) New Year's Eve, December 31<sup>st</sup>

2) Holiday Overtime Pay:

The Department has adopted a policy which requires all regular department employees (except administrative personnel) to adopt a work schedule without regard to when holidays occur. Each regular employee is therefore granted Ten (10) or Twelve (12) hours of pay at the overtime rate (1.5) for each holiday based on their schedule (10 or 12-hr.

shift including ~~pilot program~~ temporary schedules). Employees must be in a working status, or approved vacation, CTO or sick leave to be eligible for that portion of holiday overtime pay. An employee on 4850 salary continuation, family medical leave, long term disability or other extended leave does not qualify for holiday overtime pay but where required by law, will be paid straight time for holidays that occur during their approved and protected medical leave.

SPOA members who are required to work on a City Holiday, will be allowed the option to convert the Holiday overtime to compensatory time that can then be utilized by the employee with the approval of the department management.

ATTACHMENTS

- Dispatch Alternate Schedule Agreement A
- Dispatch Alternate Schedule Agreement B
- Dispatch Alternate Schedule Agreement C
- Dispatch Alternate Schedule Agreement D

IN WITNESS WHEREOF, the parties hereby agree to the aforementioned terms and conditions contained within this MOU.

CITY OF SEBASTOPOL

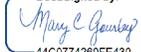
SEBASTOPOL POLICE OFFICERS ASSOCIATION

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 Larry McLaughlin, City Manager  
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 \_\_\_\_\_ 4/27/2022  
 Lawrence McLaughlin, City Manager Date

DocuSigned by:  
  
 John Noble, Labor Negotiator  
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 \_\_\_\_\_ 4/27/2022  
 John Noble, Labor Negotiator Date

DocuSigned by:  
  
 K.S. Kilgore  
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 \_\_\_\_\_ 4/27/2022  
 Kevin Kilgore, Chief of Police Date

DocuSigned by:  
  
 Jacques Levesque, Police Officer  
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 \_\_\_\_\_ 4/27/2022  
 Jacques Levesque, Police Officer Date

DocuSigned by:  
  
 Mary Gourley, Assistant City Manager, City Clerk  
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 \_\_\_\_\_ 4/27/2022  
 Mary Gourley, Assistant City Manager, City Clerk Date