

RESOLUTION NO. 6381-2021

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 desire to implement a 12-hour schedule trial for Sworn Police personnel, 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 Letter of Agreement amending the Comprehensive Memorandum of Understanding.

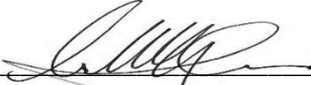
NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Sebastopol hereby approves the Letter of Agreement amending the July 1, 2019, through June 30, 2022, Memorandum of Understanding with the Sebastopol Police Officers Association (SPOA) and authorize the City Manager to execute said Letter of Agreement


PASSED AND ADOPTED, by the CITY COUNCIL of THE CITY OF SEBASTOPOL, COUNTY OF SONOMA, of STATE OF CALIFORNIA on this 19th day of October, 2021.

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 Hinton, Rich, Slayter, Vice Mayor Gurney and Mayor Glass
Noes: None
Absent: None
Abstain: None

APPROVED: 
Mayor Una Glass

ATTEST: 
Mary Gaurley, Assistant City Manager/City Clerk, MMC

APPROVED AS TO FORM: 
Larry McLaughlin, City Attorney

City Of Sebastopol
Letter of Agreement
Between the City of Sebastopol (City) and
The Sebastopol Police Officers Association (SPOA)
REGARDING 12-HOUR SCHEDULING
October 19, 2021

CHANGE IN SCHEDULE

The City and the SPOA agree to a change in schedule from 10-hour shifts to 12-hour shifts initially for sworn Officers and Sergeants as an exigency measure. The schedule consists of three (3) 12-hour workdays and four (4) days off in one week followed by four (4) twelve-hour workdays and three (3) days off in the next week. The pattern repeats every 14 days (two weeks) and will align with the pay period. See the attached Pitman schedule explanation.

A scheduling model is attached as Exhibit A showing how the “2,2,3” schedule allows for 4 days off in one week and 3 days off in the next or vice versa. Since the proposed schedule therefore consists of seven (7) 12-hour workdays within each 14-day (2 weeks) pay period, it provides for 84 hours worked that period, and 168 hours worked in a 28-day FLSA work period (an average of 42 hours a week).

Prior to implementation, affected employees will be able to bid for shifts.

Because the trial period work shifts are 12 hours, several clauses in the MOU are to be temporarily amended for the pilot period including IV) Working Conditions, and VIII) Leave Benefits, §§ A) Sick Leave and B) Holidays, as follows:

IV) Working Conditions

I) WORK CONDITIONS & HOURS

A) For sworn personnel, the City and the SPOA have designated a 28-day work period for the purposes exemption under Section 7(k) of the Federal Labor Standards Act. FLSA overtime at the regular rate of pay is not incurred until hours worked in the period exceed 171 hours. Work in accordance with such work shifts shall not be considered FLSA overtime.

B) The City and the SPOA agree to enter a trial period of the proposed 12-hour schedule for sworn employees only. The term of the trial period will be for five (5) months and will begin as soon as administratively possible to implement this model, but not prior to October 31, 2021, and end upon completion of the last pay period of the fifth month. Thirty (30) days prior to the end of the trial period, the SPOA and the City agree to meet and confer regarding maintaining the trial twelve (12) hour schedule or returning to the 4/10 schedule.

A regular shift for non-sworn employees in this unit shall continue to be ten (10) hours and a regular shift for sworn employees in this unit would become twelve (12) hours. Regular employees will be compensated at the overtime rate for time worked in excess of 80 hours in a pay period, including leave hours taken during the period, for any time worked in excess of their regular shift, and for any time worked on a regularly scheduled day off.

- 1) Based on the present and foreseeable staffing level of the Sebastopol Police Department, during the trial period, employees assigned to the 12-hour schedule will be compensated at the overtime rate for each of the additional four (4) hours worked every pay period ($84-80=4$).
- 2) After completion of the trial period, and upon agreement between The City and SPOA, and when staffing levels permit, those additional four (4) hours per pay period may converted at the overtime rate to an additional "Kelly" day off, in lieu of overtime pay, every 28 days.

C) Overtime pay for this unit will be paid at time and one-half of the base rate of pay including incentive pay.

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 outside the normally scheduled starting/ending times of her/his normal shift. For purposes of this section "emergency" is defined as sudden, unplanned event requiring a police response.

E) The SPOA and The City agree to guarantee all employees of this unit will be scheduled for 80 hours of straight time work each pay period. To receive 80 hours of pay, employees must either work their regularly scheduled hours or supplement their worked time to fulfill 80 hours over a 14-day pay period by using accrual balances. Employees with accrual balances of 20 hours or less may request approval for leave without pay.

F) For the trial period, 12-hour work shifts will be coordinated as follows:

1. **A Shift**: 0630-1830 hours (6:30 AM – 6:30 PM)
2. **B Shift**: 1830-0630 hours (6:30 PM – 6:30 AM)
3. **C Shift**: 1400-0200 hours (2:00 PM – 2:00 AM)

G) Training Days: For all employees, for a training day that is scheduled to be 8 hours or longer, and which is scheduled to take place on a normally scheduled workday, the employee shall be compensated at the regular rate (including incentives) for the hours of their regularly scheduled shift (10 hours or 12 hours). In other words, if an employee goes to training that is scheduled to be 8 hours long, or longer, on a day when the employee is normally scheduled to

work a regular shift, that employee will be compensated for their full shift (10 hours or 12 hours), regardless of the actual length of the training day.

Employees will be compensated at the overtime rate for any hours in the training day that exceed the length of their regular shift.

Note: This section shall not apply to training days which take place on an employee's normally scheduled day off. For those, the employee shall be compensated at the overtime rate for the actual hours scheduled for the training day.

VIII. Leave Benefits

A) Sick Leave:

1) City employees who are regularly scheduled for a 10-hour workday and are not covered by paragraph 2) below, or who have elected to convert from a "legacy program" to this current benefit, will accrue sick leave, without limit, at the rate of 10 hours per calendar month (4.6154 per pay period). Employees who are regularly scheduled for 12-hour work shift and are not covered by paragraph 2) below or who have elected to convert from a "legacy program" to this current benefit, 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 ($.004 \times 250 = 1$ 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) Independence Day - July 4th
- h) Labor Day - first Monday in September
- i) Veteran's Day - November 11th
- j) Wednesday before Thanksgiving – fourth Wednesday in November
- k) Thanksgiving - fourth Thursday in November
- l) Christmas Eve – December 24th
- m) Christmas Day - December 25th
- n) New Year's Eve, December 31st

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) hours of pay at the overtime rate (1.5) for each holiday if he/she is assigned to the 10-hour shift, or twelve (12) hours of pay at the overtime rate (1.5) for each holiday if he/she is assigned to the 12-hour shift. 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.

These provisions of this Letter of Agreement are intended for the five-month 12-hour trial period and will be in effect as long as the 12-hour shift remains in effect. Should the trial period not be implemented these provisions will not be implemented and the Letter of Agreement will not become effective.

EXHIBITS

- EXHIBIT A: 12-hour Schedule Model

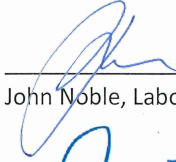
IN WITNESS WHEREOF, the parties hereby agree to the aforementioned terms and conditions contained within this MOU.

CITY OF SEBASTOPOL

SEBASTOPOL POLICE OFFICERS ASSOCIATION



Larry McLaughlin, City Manager Date



John Noble, Labor Negotiator Date

10/12/2021



Kevin Kilgore, Chief of Police Date

10/12/2021



Jacques Levesque, Police Officer Date

10/12/2021



Mary C. Gourley, Assistant City Manager/City Clerk Date

October 13, 2021

Title	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Sgt Officer	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Sgt Officer	A			A	A				A	A			A	A	A			A	A				A	A			A	A
Officer C	C	C			C	C				C	C			C	C	C			C	C				C	C			C
Sgt Officer		B	B			B	B	B			B	B			B	B			B	B		B			B	B		
Sgt Officer	B			B	B				B	B			B	B	B			B	B			B	B			B	B	

Title	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Hrs Wrkd	FLSA ST	MOU OT		
Sgt Officer			12	12			12	12					12	12							12	12					12	12	168	171	8 hrs		
Sgt Officer		12			12	12				12	12			12	12							12	12					12	12	168	171	8 hrs	
Officer		12	12			12	12				12	12			12	12							12	12					12	12	168	171	8 hrs
Sgt Officer		12	12			12	12				12	12			12	12							12	12					12	12	168	171	8 hrs
Sgt Officer		12			12	12				12	12			12	12							12	12					12	12	168	171	8 hrs	
Sgt Officer		12			12	12				12	12			12	12							12	12					12	12	168	171	8 hrs	
72 hours																																	