


Agenda Report Reviewed by:  
City Manager: 

**CITY OF SEBASTOPOL  
CITY COUNCIL  
AGENDA ITEM**

**Meeting Date:** May 3, 2022

**To:** Honorable Mayor and City Councilmembers

**From:** Kevin Kilgore, Chief of Police  
Human Resources Advisor (Regional Government Services)

**Subject:** Authorize the City Manager to execute a side letter of agreement with the Sebastopol Police Officers Association, increasing the monthly accrual of sick and daily accrual of holiday leaves during a 12-Hour temporary schedule for dispatcher members of the bargaining unit required to increase quality of life and provide coverage during an exigent scheduling need, effective retroactively to May 1, 2022.

**Recommendation:** Authorize the City Manager to execute a side letter of agreement with the Sebastopol Police Officers Association agreeing to terms and conditions for a 12-Hour temporary schedule for dispatcher members of the bargaining unit. 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. This Includes:

- Temporarily increasing sick leave accrual from 10 to 12 hours a month for dispatch employees regularly scheduled for 12-hour shifts per day, and
- Temporarily increasing holiday hours accrued from 10 to 12 hours for dispatch employees regularly scheduled for 12 hours per day

**Funding:** Currently Budgeted:  Yes \_\_\_\_\_ No \_\_\_\_\_ N/A

Net General Fund Cost:

If Cost to Other Fund(s),

Fund:

Account Code/Costs authorized in City Approved Budget AK (verified by Administrative Services Department)

**PURPOSE/INTRODUCTION:**

The item tonight is for City Council Authorize the City Manager to execute a side letter of agreement with the Sebastopol Police Officers Association agreeing to terms and conditions for a 12-Hour temporary schedule for dispatcher members of the bargaining unit. 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.

**BACKGROUND:**

The Police Department has worked diligently to minimize budgeting effects of this post-pandemic environment. Additionally, the Police Department has faced many staffing challenges for a significant time period. Currently, due to an extended medical leave, there are four Dispatch positions to cover a 24/7 operation. Coverage was previously provided by the Dispatch Supervisor position a few hours a week. The current transition towards retirement and reclassification of the Dispatch Supervisor position, limits coverage for dispatch operations. Sergeants now provide supervision for 12-hour dispatch teams. Currently the City has five dispatchers, however one is on a long-term leave. This leaves four positions to cover 24 hours a day, 7 days a week. For public safety and the safety of our officers and dispatchers, it is imperative that minimum staffing levels are sustained. To provide coverage for all shifts during a 24-hour period across 7 days, two dispatchers must be scheduled each day for 12 hours each.

To allow for sufficient time off for dispatchers and cover all shifts, the dispatch unit requested a 12-hour scheduling option. In collaboration with the SPOA and the dispatchers, Chief Kilgore and Lieutenant Nelson have worked with the City's human resources consultant to review and assess scheduling options, and how best to provide 24-hour staffing, remain compliant with the Federal Labor Standards Act (FLSA), and consider the dispatcher work-life balance and quality of life.

The four dispatchers are currently working 12-hour shifts to cover all shifts and schedules across the week. The current 12-hour schedule is based on a 40-hour week Sunday – Saturday as defined in the current SPOA MOU language and requires 2 hours of overtime each work day because it specifies the work day as 10 hours (14 hours in a two-week pay period). The schedule even without the MOU language incurs 8 hours of FLSA overtime per dispatcher each pay period because of the manner in which the shifts fall between two weeks (36 hours in one week and 48 hours in the other week).

The SPOA and staff worked together on the MOU language and an FLSA-compliant 12-hour schedule that splits an alternating work/off day in a dispatcher's work week, allowing for 42 hours in each week of a two-week pay period. If this Resolution is approved, the schedule will be implemented, retroactively, to May 1, 2022 and will end when the fifth dispatcher returns from leave or June 30, 2022, whichever is sooner. This model, shown below, provides minimum coverage, 3 and 4 days off a week for work-life balance, and reduced the overtime burden by 8-10 hours per pay period for each dispatch employee.

Because the work shifts are 12 hours, several clauses in the agreement with the SPOA need to be amended including IV) Working Conditions, VIII) Leave Benefits, A) Sick Leave and B) Holidays. The SPOA and the City have met and conferred in good faith, shared information and ideas, and come to agreement on the terms of a temporary 12-hour schedule for dispatchers. This item approves a side letter of agreement to amend the terms of the MOU to allow for the temporary 12-hour schedule including adding 2 hours of holiday pay for each holiday, 2 hours of sick leave a month for dispatch personnel scheduled for 12-hour shifts and allows for a 12-hour shift. The SPOA and the City are currently in negotiations and have agreed to discuss scheduling during that process. Staff will return to Council to report out on the result of those discussion and to ask for further authority as indicated.

Council approved a similar 12-hour trial period side letter of agreement with the SPOA for sworn officers in October 2021.

Dispatchers asked that a 12-hour schedule model be applied to scheduling needs as soon as possible utilizing the currently available staff. The staff is currently working a 12-hour schedule without the benefit of a changed work week which causes additional FLSA overtime obligation for the City in the second week as dispatchers incur overtime over 40 hours in a week, and this schedule has 36 hours in the first calendar week and 48 hours in the second calendar week. Overtime liability under the FLSA is cut in half to 4 hours by approval of this temporary

program and changing the schedule as noted to a midshift Wednesday to Wednesday work week for this temporary program, thus balancing the hours in each week to 42.

The SPOA MOU states that all members of the unit work four, 10-hour days and receive overtime after 10 hours in a day. Additionally, the MOU provided for 10-hour holidays and 10 hours of sick leave each month. Discussions with the SPOA showed that the current 10 hours of holiday pay was negotiated due to the 4-day, 10-hour schedule the City had adopted. The SPOA requested 12 hours per holiday to agree to the 12-hour schedule change. Additionally, the SPOA held that the 10 hours per month of sick leave (4.61 hours per pay period) was also negotiated based on 10-hour days and intended to represent one day per month requesting officers on 12-hour schedules accrue 12 hours per month (5.54 hours per pay period).

**DISCUSSION:**

The dispatch 12- hour schedule allows for 4 days off in one week and 3 days off in the next with one full weekend day off every week. Days off in this schedule remain constant allowing dispatch unit members to make personal plans with confidence. Dispatch employees assigned to the 12-hour schedule will be compensated at the overtime rate for all hours over 40 hours worked in each calendar week resulting in 4 hours of overtime every pay period (84-80=4). The SPOA MOU includes leave hours in the calculation of overtime ensuring 4 hours of overtime for dispatchers even when using leave accruals in any given pay period.

There are two schedules each week to cover all days of the week and two main shifts, an AM and a PM shift to provide coverage over a 24-hour period. When the department realizes full staffing there will be an additional dispatcher to provide relief and coverage for call-ins, medical leaves, and vacations. The department will return to Council in this coming budget cycle to request a sixth dispatcher to allow for coverage at each shift (AM and PM). The following scheduling model shows how the shifts and schedules align over a two-week pay period.

Wed	Th	F	Sa	Su	Mo	Tu	W	Th	F	Sa	Su	M	Tu	W
AM (6)				Off	Off	Off	Off	AM	AM	AM	OFF	OFF	OFF	AM (6)
AM (6)	AM	AM	AM	Off	Off	Off	Off	AM	AM	AM	OFF	OFF	OFF	AM (6)
PM (6)				Off	Off	Off	Off	PM	PM	PM	OFF	OFF	OFF	PM (6)
PM (6)	PM	PM	PM	Off	Off	Off	Off	PM	PM	PM	OFF	OFF	OFF	PM (6)
Off	Off	Off	Off	AM	AM	AM	AM(6)	Off	Off	Off	AM	AM	AM	Off
Off	Off	Off	Off	AM	AM	AM	AM(6)	Off	Off	Off	AM	AM	AM	Off
Off	Off	Off	Off	PM	PM	PM	PM(6)	Off	Off	Off	PM	PM	PM	Off
Off	Off	Off	Off	PM	PM	PM	PM(6)	Off	Off	Off	PM	PM	PM	Off

Dispatch employees are subject to all wage and hour overtime rules of the FLSA. Because the work schedule consists of three, 12-hour shifts in one calendar week and four, 12-hour shifts in the subsequent calendar week, to equalize hours across work weeks and ensure compliance with the FLSA, dispatcher work weeks must be changed to midshift on Wednesdays each week. This allows for 42 hours to fall in each work week.

How a work week schedule looks															
Week 1							Week 2								
Wed	Thurs	Friday	Saturday	Sunday	Monday	Tuesday	Wed	Thurs	Friday	Saturday	Sunday	Monday	Tuesday	Wed	
	X	X	X	12	12	12	6	In week 1	X	X	X	12	12	12	OFF
OFF							In week 2	6						In week 3	

The split day off may not move during the term of the employee's schedule agreement. It will result in overtime. Employees and supervisors need to be conscious of the split day for overtime calculations.

Approval of the Resolution attached to this staff report will authorize the City Manager to execute the attached side letter of agreement for a Temporary 12-hour dispatcher work schedule and amend the City’s Resolution XXXX through a side letter of agreement between the City and the SPOA to allow for a temporary increase in holiday hours paid and monthly sick leave accrued for dispatchers scheduled for 12-hour shifts. It will also direct staff to return to Council at the end of negotiations to provide an update and for future direction or authority.

The language in this LOA also amends the language provided by the sworn officer 12-hour trial LOA to allow for dispatch participation and FLSA compliance for dispatchers, City Resolution #6381-2021. The City and the SPOA have agreed on a proposed change in schedule from 10-hour shifts to 12-hour shifts initially for dispatchers as an exigency measure. The schedule consists of three,12-hour workdays and four days off in one week followed by four, 12-hour work days and three days off in the next week. The pattern repeats every 14 days (two weeks) and will align with the pay period.

**PUBLIC COMMENT:**

As of the writing of this staff report, the City has not received any public comment. However, public comment from interested parties following the publication and distribution of this staff report will be provided to the City Council as supplemental materials before or at the meeting.

**PUBLIC NOTICE:**

This item was noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to schedule meeting date.

**FISCAL IMPACT:**

The dispatchers are currently working a 12-hour schedule which causes them to incur a minimum of 8 hours of overtime every pay period. Approval of this Resolution will reduce the scheduled overtime to 4 hours per pay period. Sick leave and Holiday accruals will increase to equal the number of hours in a shift which will offset some of the savings. The temporary schedule will be in effect for up to 8.5 weeks. The chart below reflects the anticipated reduction related to reduced overtime hours during the temporary schedule period which is up to 8.5 weeks or 4.5 pay periods.

	Per Position	x 4 positions	x 4.5 pay periods
Cost of OT 8hrs/payperiod	\$582	\$2,328	\$ 10,476
Savings of 4 hrs/payperiod	(\$291)	(\$1,164)	\$ (5,238)
Add cost of 2 hrs /holiday		\$291	\$ 1,164
Anticipated Savings			\$ (4,074)

**STRATEGIC PLAN ALIGNMENT:**

Goal 1: Maintain a highly qualified employee work force to provide services that will protect and serve our residents, visitors, property, the environment and other community assets.

Goal 2: Maintain and enhance communications among City staff, community, council, and other agencies.

**RECOMMENDATION:**

Authorize the City Manager to Execute a side letter of agreement with the Sebastopol Police Officers Association Agreeing to Terms and Conditions for a 12-Hour Temporary Schedule for Dispatchers Members of the bargaining unit. 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.

This includes:

- Temporarily Increasing Sick Leave Accrual from 10 to 12 hours per month for dispatch employees regularly scheduled for a 12-hour shift per day, and
- Temporarily Increasing Holiday Hours Accrued from 10 to 12 hours for dispatch employees regularly scheduled for a 12-hour shift per day

**Attachment(s):**

Resolution w/ Side Letter of Agreement attached

RESOLUTION NO. \_\_\_\_\_

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

IN COUNCIL DULY PASSED, APPROVED, and RESOLVED this 3<sup>rd</sup> day of May 2022.

**VOTE:**

Ayes:

Noes:

Abstain:

Absent:

APPROVED: \_\_\_\_\_

Patrick Slayter, Mayor

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-twelve-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	X
OFF								6							OFF

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

DocuSigned by:  
  
 Larry McLaughlin, City Manager  
 A59222B08CEC477...  
 \_\_\_\_\_ 4/27/2022  
 Lawrence McLaughlin, City Manager Date

DocuSigned by:  
  
 John Noble, Labor Negotiator  
 0AAC0A1E36C6448...  
 \_\_\_\_\_ 4/27/2022  
 John Noble, Labor Negotiator Date

DocuSigned by:  
  
 K.S. Kilgore  
 A5FA94B3C75F48E...  
 \_\_\_\_\_ 4/27/2022  
 Kevin Kilgore, Chief of Police Date

DocuSigned by:  
  
 Jacques Levesque, Police Officer  
 B2995971E9BD499...  
 \_\_\_\_\_ 4/27/2022  
 Jacques Levesque, Police Officer Date

DocuSigned by:  
  
 Mary Gourley, Assistant City Manager, City Clerk  
 44C0774260FE430...  
 \_\_\_\_\_ 4/27/2022  
 Mary Gourley, Assistant City Manager, City Clerk Date