

RESOLUTION NO. 21-19

Resolution Of The City Council Of The City Of Emeryville Approving A Side Letter Of Agreement Between The City Of Emeryville And Emeryville Police Officers' Association Regarding Vacation Accrual

WHEREAS, the City continuously recruits for lateral Police Officers from other public agencies to fill Police Officer vacancies; and

WHEREAS, recruiting lateral Police Officers from other agencies is challenging as the Memorandum of Understanding (MOU) between the City of Emeryville (City) and Emeryville Police Officers' Association (EPOA) for the period 2019-2022 provides no incentive to lateral Police Officers to make the decision to leave another agency for the City of Emeryville; and

WHEREAS, for several years, the City has realized this challenge and has determined what may be a valuable incentive for Police Officers looking for lateral opportunities is vacation credit for prior years of relevant public service; and

WHEREAS, MOU Section 11.2.A. Vacation Accrual provides the vacation accrual rates for newly hired employees to the City. The section indicates that based on a tiered system, employees who begin employment will receive an annual vacation accrual rate at 80 hours for years of employment 0 – end of 4 years; 120 hours for years 5 – end of 9 years; 160 hours for years 11 – end of 20 years; and 200 hours for 21 plus years; and

WHEREAS, lateral Police Officers who apply for employment with the City receive the bottom tier of vacation accrual at 80 hours per year and receive no credit for prior service with another public agency; and

WHEREAS, after consultation with EPOA Board Members, a side letter of agreement has been prepared addressing this matter will provide lateral police officers with an incentive to join the City of Emeryville Police Department, which will have no impact on the annual vacation selection provided to EPOA members which is based on seniority (either based on hire date or internal promotion date); now, therefore, be it

RESOLVED, by the City Council of the City of Emeryville adopts a side letter of agreement with EPOA, in the form attached hereto as Exhibit A, which reflects that lateral Police Officers shall receive vacation accrual credit for relevant service time with another public service agency when being hired with the City as a Police Officer

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Side Letter of Agreement between EPOA and the City
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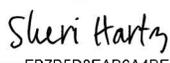
ADOPTED, by the City Council of the City of Emeryville at a regular meeting held Tuesday, March 16, 2021, by the following vote:

AYES:	<u>5</u>	Mayor Martinez, Vice Mayor Donahue, and Council Members Bauters, Medina, and Patz
NOES:	<u>0</u>	_____
ABSTAIN:	<u>0</u>	_____
ABSENT:	<u>0</u>	_____

DocuSigned by:

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 MAYOR

ATTEST:
 DocuSigned by:

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 CITY CLERK

APPROVED AS TO FORM:


 CITY ATTORNEY

Side Letter of Agreement (Vacation)

I. Parties

The Parties to this Side Letter of Agreement (herein after “Side Letter”) are the City of Emeryville (“City”) and the Emeryville Police Officers’ Association (herein after referred to as the “Union”).

II. Background

The Parties are the signatories to a Memorandum of Understanding (hereinafter referred to as the “MOU”) setting forth terms and conditions of employment for City employees within the Emeryville Police Officers’ Association from 2019-2022.

Over the years, the City has faced a challenge of recruiting Police Officers from other jurisdictions as few hiring incentives exist for a Police Officer currently employed by another public safety agency to be interested in lateral movement to the Emeryville Police Department. The intent of the parties to this side letter of agreement is to create a vacation accrual incentive for lateral police officers in order to more effectively recruit. The incentive will provide lateral police officers with credit for prior years of relevant service with another public safety agency. The credit is not intended to have any impact on the selection of vacation based on seniority that the Union currently follows.

III. Vacation

MOU Section 11.2 A. Accrual states that each eligible employee shall be entitled to annual vacation accrual on the following basis:

0 – end of 4 years: 80 hours
5 – end of 9 years: 120 hours
11 – end of 20 years: 160 hours
21 plus years: 200 hours

The parties agree that MOU Section 11.2.A.1. will be amended to add a subsection indicating “Lateral Police Officers that are hired shall receive credit for each full year of employment as a sworn Police Officer with another public safety agency when determining vacation accrual as per Section 11.2.A. above.”

The parties further agree to the addition of Section 11.2.A.2 which reflects that “Annual vacation sign-ups shall be by departmental seniority based on date of hire or date of promotion to a represented classification.

IV. General Provisions

- A. This Side Letter will take effect immediately upon adoption by the City Council.
- B. The written terms herein embody the entire Side Letter of Agreement between the Parties.

In witness hereof, this Side Letter of Agreement was ratified by the Union Membership and adopted by a vote of the City Council on _____, 2021.

Emeryville and EPOA MOU 2019-22

For the Employer:

Christine Daniel, City Manager

Trish Raver, Human Resources Director

For the Union:

Lance Goodfellow, President

Ron Shepherd, EPOA Board Member

Warren Williams, EPOA Board Member

Approved as to Form:



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Michael Guina
City Attorney/Legal Counsel