

## Side Letter of Agreement (Dispatch Emergency Schedule Implementation)

### I. Parties

The Parties to this Side Letter of Agreement (herein after “Side Letter”) are the City of Emeryville (“City”) and the Management of Emeryville Services Authority (herein after referred to as “MESA”) and the Service Employees International Union, Local 1021 (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/MESA employees within the Service Employees International Union, Local 1021 bargaining unit.

On March 16, 2020, in response to directives from County Public Health concerning the COVID-19 virus, most City facilities were closed on March 17, 2020. For the health and safety of Dispatchers, as well as to ensure continuity of operations in the event COVID-19 affected Dispatchers, the then Police Chief modified the regular forty (40) hour work week and the eight (8) hour, five (5) day per week work schedule for Dispatchers. The Police Chief implemented a 14 day on/14 day off work schedule for Dispatchers. The Dispatchers were broken up into two (2) platoons, the first dispatch platoon worked 14 straight 12-hour work days, then the second platoon worked their 14 day, 12-hour work period with the alternating platoon being off work for the work period. This Emergency Schedule was implemented from March 16 – April 12, 2020. On or about the implementation date, the Union was advised that overtime would be paid pursuant to the Fair Labor Standards Act (FLSA) guidelines which mandates minimum overtime standards where any hours over 40 hours per work week resulted in FLSA overtime/compensatory time being paid.

Due to the emergency, the Parties did not have an opportunity to meet-and-confer over the implementation of the Dispatch Emergency Schedule and the Union was notified on April 2, 2020 of the City/MESA citing an Emergency Exception Notice pursuant to the Meyers-Milias-Brown Act (MMBA) regarding the City/MESA’s need to modify the regular work schedule of dispatchers due to the COVID-19 pandemic. The notice provided for the Union to request a meet and confer over the impacts of the modification to the work schedule of Dispatchers. The Union requested to meet and confer over the impacts of the implemented Dispatch Emergency Schedule. As such, the Parties have met and conferred over implementation of the Dispatch Emergency Schedule and agree as follows:

### III. Dispatch Emergency Schedule, Application of MOU Overtime Rates

- A. The Parties agree that the criteria for payment of overtime as outlined in the MOU shall overlay onto the FLSA criteria for determining overtime and the MOU overtime rates as described in “§3.3 Compensation for Overtime Work” shall apply to the Dispatch Emergency Schedule.

### IV. General Provisions

- A. This Side Letter will take effect immediately upon adoption by the City/MESA.  
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/MESA on \_\_\_\_\_, 2020.

For the Employer:

For the Union:

\_\_\_\_\_  
Christine Daniel, City Manager

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Miroo Desai, President

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Trish Raver, Human Resources Director

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Ossee Desmangles, Business Representative

Emeryville/MESA and SEIU, Local 1021 MOU 2019-21

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Gregory Ramirez, Labor Consultant

Approved as to Form:

DocuSigned by:

*Michael Guina*

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City Attorney/Legal Counsel