

RESOLUTION NO. 21-02

Resolution Of The City Council Approving A Side Letter Of Agreement Between The City Of Emeryville And Emeryville Police Officers' Association Regarding Holiday Pay And Authorizing the City Manager To Execute Said Side Letter On Behalf Of the City Of Emeryville

WHEREAS, Human Resources staff received communication from the Emeryville Police Officers' Association (EPOA) on October 23, 2020 regarding holiday pay on Columbus Day when a few employees were taking leave, except vacation; and

WHEREAS, the past practice associated with employees on leave during an observed holiday has been for the employee to take in lieu day off of work for the holiday; and

WHEREAS, having an employee take an in lieu holiday creates staffing issues and results in the payment of overtime for shift coverage; and

WHEREAS, Human Resources staff negotiated with EPOA a side letter of agreement between the City and EPOA which will allow for employees to be compensated for eight (8) hours of holiday pay while on any form of approved leave during any of the twelve (12) observed holidays (excludes employee's birthday); and

WHEREAS, the City entering into a side letter of agreement with EPOA on holiday pay will simplify timekeeping, reduce potential employee overtime pay exposure to the City and allow for employees to receive their holiday pay when earned on the observed holiday if the employee is on an approved leave; and

WHEREAS, the City and EPOA have tentatively agreed on the side letter of agreement regarding holiday pay which will apply from October 12, 2020 going forward; now, therefore, be it

RESOLVED, the City Council of the City of Emeryville hereby adopts this resolution approving a Side Letter of Agreement, in the form attached hereto as Exhibit A, between the City of Emeryville and the Emeryville Police Officers' Association regarding Holiday Pay, and authorizes the City Manager to execute said Side Letter on behalf of the City of Emeryville.

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ADOPTED, by the City Council of the City of Emeryville at a regular meeting held Tuesday, January 19, 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:

Dianne Martinez

BBAF287D25AB463...

MAYOR

ATTEST:

DocuSigned by:

Sheri Hartz

FB7B5D8EAB6A4BE...

CITY CLERK

APPROVED AS TO FORM:

Michael Quinn

CITY ATTORNEY

Side Letter of Agreement (Holidays)

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.

On October 26, 2020, communication from the Union to the City indicated that there have been issues with officers who have called in sick or who have taken a compensatory time off (CTO) day on a holiday that they were scheduled to work. Specifically, the employees who took a sick or CTO day on a holiday were not compensated for the holiday.

MOU Section 14 Holiday states that “all employees shall be compensated eight (8) hours for the following holidays: New Year’s Day, Third Monday in January, known as “Martin Luther King Jr. Day”, Lincoln’s Birthday, Washington’s Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day and the Employee’s Birthday...All holidays are recognized on the City observed days. For those employees who are assigned to work in Independence Day, Christmas and New Year’s Day, the holidays are observed on the actual date of holiday.”

Only MOU Section 11.5 Holiday within Vacation Leave addresses that holidays which occur during a vacation period shall be counted as a holiday. Sick leave, compensatory time off, or other approved leaves taken on the holiday are not addressed in the MOU which has caused interpretation and application issues with the current MOU language relative to Section 14 Holidays. Adding language to clarify leave use as it relates to the holidays will alleviate future interpretation and application issues between the parties.

III. Holiday

- A. The Parties agree that Section 14 of the MOU will be amended to add a sentence after the holiday listing indicating that “Employees taking any form of approved leave on the holiday shall be compensated eight (8) straight time hours for each holiday except the Employee’s Birthday.”

IV. General Provisions

- A. This Side Letter will take effect immediately upon adoption by the City Council and will apply from October 12, 2020.

- 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.

For the Employer:

For the Union:

Christine Daniel, City Manager

Lance Goodfellow, President

Trish Raver, Human Resources Director

Ron Shepherd, EPOA Board Member

Warren Williams, EPOA Board Member

Emeryville and EPOA MOU 2019-22

Approved as to Form:

Michael Guina

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Michael Guina

City Attorney/Legal Counsel