

**Side Letter of Agreement
Between the City of San Leandro and the
San Leandro City Employees' Association (SLCEA)**

This Side Letter of Agreement is made between the City of San Leandro and the San Leandro City Employees' Association (SLCEA) to amend the City's holiday pay for Public Safety Dispatchers in the current Memorandum of Understanding for the period January 1, 2016 through December 31, 2020.

The City and the SLCEA agree to make the following modifications to the MOU:

Section 14. Holidays

All full-time regular employees, except as hereinafter provided, shall be entitled to the following holidays provided that if such employee fails to report for scheduled work on any of such holidays, he/she shall receive no pay: New Year's Day; third Monday in January (Martin Luther King's Birthday); second Monday in February (Lincoln's Birthday); third Monday in February (Washington's Birthday); last Monday in May (Memorial Day); Independence Day; Labor Day; November 11 (Veterans' Day); Thanksgiving Day; the day after Thanksgiving; one-half (½) day on the day before Christmas and one-half (½) day on the day before New Year's Day; Christmas; and every day proclaimed a City holiday by the Mayor. Holidays will be credited at eight (8) hours for one (1) holiday, which equates to 96 hours per year. Except for continuous 24/7 operations, when a day herein listed falls on an employee's regular day off, he/she shall be entitled to a day off in lieu thereof within the calendar year or compensatory time at the rate of one (1) times his/her regular hourly rate. The day selected shall be subject to approval of the department head. When such day herein listed falls on a Sunday or Saturday, such day off in lieu thereof shall be the Monday following or Friday preceding respectively, except as hereinafter provided and except if Christmas Day or New Year's Day falls on a Sunday or Monday the one-half (½) day provision will be applicable the preceding work day. Continuous 24/7 operations will observe the actual holiday for compensation purposes.

Each employee represented by the Union shall be entitled to two (2) floating holiday which shall be scheduled at a time mutually convenient to the employee and the department head. The floating holiday must be taken during each calendar year and may not be carried over to another calendar year or converted to pay. Such holiday shall be granted to employees hired on or before September 1 of each calendar year.

To the extent that operating conditions allow, employees are to be given the day off on the date of the holiday. The following continuous 24/7 operations require established organized shifts to be regularly staffed without regard to holidays.

The below provisions shall be effective as to any employee transferred to a position designated as required to be staffed without regard to holidays, and shall cease to be

effective as to any employee transferred from such a position, as of the date of transfer. When employment of a person occupying a such a position is terminated, his/her entitlement for the holiday leave shall be prorated on the ratio of time served to the entire calendar year. Final compensation shall be adjusted on the basis of days taken in lieu of holidays as against the entitlement as so calculated.

Water Pollution Control Plant Operators

Effective January 1, 2018 and continuing thereafter, any Operator-in-Training/Plant Operator I/II, Plant Operator-Lead shall receive a 6.5% holiday pay premium in lieu of holiday overtime pay and accruing holiday time. In the event that an employee calls in sick on a holiday where he/she is scheduled to work, the holiday in lieu pay shall be suspended for the next three (3) pay periods. Suspension of the holiday-in-lieu pay can be waived upon the discretion of the Water Pollution Control Plant Manager. Holiday-in-lieu pay shall be paid in equal amounts in each pay period.

Police Civilian Employees

~~Any~~ Effective July 1, 2019 and continuing thereafter, any Public Safety Dispatcher Supervisor, Senior Public Safety Dispatcher, and Public Safety Dispatcher shall receive a 6.5% holiday pay premium in lieu of holiday overtime pay and accruing holiday time. Holiday-in-lieu pay shall be paid in equal amounts in each pay period.

~~Senior Police Service Technician and Police Service Technician, Police Services Aide and Administrative Specialist Police~~ in the Police Department assigned to the patrol, ~~records~~ or traffic division and who is subject to a rotational schedule may receive for any eight (8) hours holiday worked, one and one-half times (1½) the straight time rate of pay or compensatory time off at the one and one-half time (1½) rate. ~~Effective January 1, 2018 the practice of retaining holiday time (R time) will cease in order comply with CalPERS regulations which requires that holiday pay be reported in the pay period earned. In the event the employee elects compensatory time off the accrued time shall be placed in the employee's compensatory time off balance, not to exceed eighty (80) hours.~~

~~The term "compensatory time" refers to that time earned and accrued by working any overtime or holiday. Effective January 1, 2020, Public Safety Dispatcher Supervisor, Senior Public Safety Dispatcher, and Public Safety Dispatcher, compensatory time may be used, and replaced, without regard to frequency of use, as long as the account balance does not exceed eighty (80) hours. All other civilian employees in the Police Department, the compensatory time account balance shall not exceed one hundred twenty hours (120) hours. Once an employee's compensatory time off balance exceeds the maximum compensatory time account balance, the employee shall be compensated in pay.~~

~~When a day herein listed as a holiday falls on a regular day off the employee shall be entitled to a day off in lieu thereof at a later date within the calendar year or compensatory time at the rate of one (1) times his/her regular hourly rate. Such day off in lieu thereof is subject to approval of the department head as to the day selected. In no event shall an employee be entitled to days off as holidays; days off in lieu thereof; holiday~~

~~pay, or any combination thereof which exceeds the total number of hours set forth as holidays in this rule.~~

~~For Public Safety Dispatch Supervisor, Senior Public Safety Dispatcher, Public Safety Dispatcher, Senior Police Service Technician, Police Service Technician, Police Services Aide or Administrative Specialist Police employees, compensatory time may be used, and replaced, without regard to frequency of use, as long as the account balance does not exceed eighty (80) hours. Once an employee's, compensatory time off balance exceeds eighty (80) hours, the employee shall be compensated in pay.~~

A Public Safety Dispatcher~~er~~ Supervisor, Senior Public Safety Dispatcher, Public Safety Dispatcher, Senior Police Service Technician, Police Service Technician, Police Services Aide or Administrative Specialist-Police employee may schedule accrued compensatory time and the Department will schedule a relief employee as available. If not available, the Department will post the vacancy for a volunteer employee to sign for, on an overtime basis. The volunteer employee will only be compensated in pay for the overtime worked at the overtime rate of one and one-half times (1½) the hourly rate based on the employee's monthly salary. This process shall be consistent with the San Leandro Police Department sign-up procedures.

~~For Public Safety Dispatch Supervisor, Senior Public Safety Dispatcher, Public Safety Dispatcher, Senior Police Service Technician, Police Service Technician, Police Services Aide, Administrative Specialist Police, Property Clerks, and Property and Evidence Technicians employees have the same holiday schedule as the Police Officers Association.~~

The foregoing holiday provisions do not apply to hourly or part-time employees.

The modifications above shall be implemented as follows:

- Effective July 1, 2019, Public Safety Dispatcher Supervisor, Senior Public Safety Dispatchers, Public Safety Dispatchers will no longer accrue leave for the remaining 2019 City's designated holidays. Holiday balances will be zeroed out and employees will no longer report holiday time or holiday overtime on timesheets. In recognition of this, employees shall receive Holiday-in-Lieu pay at the rate of 6.5% each pay period.
- Public Safety Dispatcher Supervisor, Senior Public Safety Dispatchers, Public Safety Dispatchers will have until December 31, 2019 to reduce their comp time balance to 80 hours. Any hours in excess of 80 hours after December 31, 2019 will be paid out.
- To assist with reducing comp time balances to 80 hours, Public Safety Dispatcher Supervisor, Senior Public Safety Dispatchers, Public Safety Dispatchers will be permitted to use up to 40 hours of comp time for vacation requests previously approved during the sign up process for calendar year 2019. Vacation requests must have already been approved for the period between July 1, 2019 and December 31, 2019. Employees must notify the Police Support Services Manager or designee of the vacation dates they wish to report as comp time. There will be no retroactive conversions.

- Effective July 1, 2019, all civilian employees in Police Department, with the exception of Public Safety Dispatcher Supervisor, Senior Public Safety Dispatchers, and Public Safety Dispatchers, will observe the same 2019 holiday schedule as other City employees. Instead of observing September 9, 2019 Admission Day, employees will observe a ½ day on Christmas Eve and ½ day on New Year’s Eve.

FOR THE CITY OF SAN LEANDRO

FOR THE SAN LEANDRO CITY
EMPLOYEES’ ASSOCIATION

Date

Date

Jeff Kay, City Manager

Matt Mason
Representative/Organizer, Local 21

Melissa Graham
Union Steward