

**RESOLUTION NO. 49-21**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF RICHMOND, CALIFORNIA,  
APPROVING THE SIDE LETTER AGREEMENTS BETWEEN THE CITY OF  
RICHMOND AND RICHMOND POLICE MANAGEMENT ASSOCIATION**

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**WHEREAS**, the Memorandum of Understanding is the collective bargaining agreement between the City of Richmond and Richmond Police Management Association (RPMA); and

**WHEREAS**, the City of Richmond and RPMA executed a Memorandum of Understanding effective January 1, 2014; and

**WHEREAS**, the City of Richmond and RPMA executed a Memorandum of Understanding effective January 1, 2017; and

**WHEREAS**, Section 8: Holiday Pay of the MOU provides for additional special compensation in lieu of paid time off for holiday; and

**WHEREAS**, the City of Richmond was notified by CalPERS that Section 8: Holiday Pay does not meet California Code of Regulations (CCR 571(b)(1)(B) requirements for special compensation ; and

**WHEREAS**, the City of Richmond was notified by CalPERS that Section 8: Holiday Pay does not meet California Code of Regulations (CCR 571(b)(1)(B) requirements for special compensation ; and

**WHEREAS**, a Side Letter is required to clearly indicate the conditions for payment of holiday pay, including, but not limited to, eligibility for, and amount of, the special compensation; and

**WHEREAS**, a Side Letter is required to clearly indicate the conditions for payment of supplemental pay, including, but not limited to, eligibility for, and amount of, the special compensation; and

**WHEREAS**, the City of Richmond and RPMA have met and conferred in good faith; and

**WHEREAS**, a Side Letter agreement between the City of Richmond and RPMA has been created that incorporates the information required by the California Code of Regulations; and

**WHEREAS**, the changes incorporated are reflective of previous and current practice; and

**NOW, THEREFORE, BE IT RESOLVED** that the Richmond City Council hereby authorizes the execution of the Side Letter attached hereto as Attachment 1.

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I certify that the foregoing resolution was passed and adopted by the Council of the City of Richmond at a regular meeting thereof held May 4, 2021, by the following vote:

AYES: Councilmembers Bates, Jimenez, Martinez, McLaughlin, Willis, Vice Mayor Johnson III, and Mayor Butt.  
NOES: None.  
ABSTENTIONS: None.  
ABSENT: None.

PAMELA CHRISTIAN  
CLERK OF THE CITY OF RICHMOND  
(SEAL)

Approved:

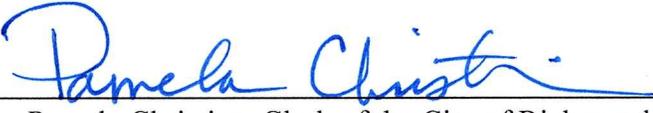
THOMAS K. BUTT  
Mayor

Approved as to form:

TERESA STRICKER  
City Attorney

State of California            }  
County of Contra Costa        } : ss.  
City of Richmond               }

I certify that the foregoing is a true copy of **Resolution No. 49-21**, finally passed and adopted by the City Council of the City of Richmond at a regular meeting held on May 4, 2021.

  
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Pamela Christian, Clerk of the City of Richmond

**Side Letter of Mutual Agreement Between the Richmond Police Management Association  
(RPMA) and the City of Richmond Pertaining to  
RPMA 2014-2016 AND 2017-2021 MOU Section 8 HOLIDAY PAY**

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CalPERS recently conducted an audit of certain aspect of the MOU between the City of Richmond and the RPMA. During the course of the audit, PERS determined that the MOU needed to description of which components are used to calculate holiday pay.

Currently, the MOU language reads as follows:

**8. HOLIDAYS:** Police Lieutenants and Police Captains shall be permitted to exercise either of the following options for utilization of holiday allowance:

- A. Full pay at straight time for fourteen (14) days with no holiday taken as days off.
- B. Up to but not in excess of seven (7) days off and pay at straight time for seven (7) days.

Employees shall elect by December 1<sup>st</sup> of each year whether to receive holiday pay semiannually or monthly. Semiannual reimbursement will be paid in two (2) equal installments with the second pay check in June and the second pay check in December; monthly reimbursement will be paid in twelve (12) equal installments with the second pay check in each month.

To address the concern raised by PERS during the course of their audit, the following language has been mutually agreed to by the City and the RPMA:

*The rate at which an employee is compensate for holiday pay pursuant to MOU Section 8 includes: straight pay (base salary), longevity differentials, shift differentials, supplemental pay for education, Investigative division differential, motorcycle differential, acting pay, bilingual pay and any other differentials which may be negotiated between the parties.*

*\*All tentative agreements previously reached by the parties during the negotiations process, will be included as part of this tentative agreement and will be incorporated into the MOU. This tentative agreement shall not bind the parties until it is ratified by the RPMA and by the Richmond City Council.*

Date: Sep 24, 2020

FOR THE RPMA:

FOR THE CITY:

[Signature] (President)

[Signature]

[Signature] (Vice-President)

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[Signature] (MEMBER AT LARGE)

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*Fred K. Kelly*

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