

RESOLUTION NO. 39-24

RESOLUTION OF THE COUNCIL OF THE CITY OF RICHMOND, CALIFORNIA, APPROVING THE SIDE LETTER REGARDING ESTABLISHING CESAR CHAVEZ DAY AND JUNETEENTH AS CITY-OBSERVED HOLIDAYS BETWEEN THE CITY OF RICHMOND AND SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 1021 (FULL-TIME AND PART-TIME UNITS), INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS (IFPTE) LOCAL 21 (MID-MANAGEMENT AND EXECUTIVE MANAGEMENT UNITS), RICHMOND POLICE OFFICERS ASSOCIATION (RPOA), RICHMOND POLICE MANAGEMENT ASSOCIATION (RPMA), INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF) LOCAL 188, RICHMOND FIRE MANAGEMENT ASSOCIATIONS (RFMA)

WHEREAS, the City has negotiated in good faith with Service Employees International Union (SEIU) Local 1021 (Full-Time and Part-Time Units), International Federation of Professional and Technical Engineers (IFPTE) Local 21 (Mid-Management and Executive Management Units), Richmond Police Officers Association (RPOA), Richmond Police Management Association (RPMA), International Association of Fire Fighters (IAFF) Local 188, Richmond Fire Management Associations (RFMA), regarding adopting Cesar Chavez Day and Juneteenth as City of Richmond observed holidays; and

WHEREAS, the parties have executed a Side Letter on terms to observe Cesar Chavez and Juneteenth by adding them to the list of City-paid holidays in the respective Memorandum of Understanding with each bargaining unit; and

WHEREAS, each Side Letter shall not bind the parties until they are ratified by a majority of the membership of each bargaining unit and ratified by the City Council; and

WHEREAS, the adoption of these Side Letters will support a stable and amicable labor relations environment in the City.

NOW THEREFORE, BE IT RESOLVED, that effective May 21, 2024, that the City Council of Richmond approves the Side Letters between the City and the Service Employees International Union (SEIU) Local 1021 (Full-Time and Part-Time Units), International Federation of Professional and Technical Engineers (IFPTE) Local 21 (Mid-Management and Executive Management Units), Richmond Police Officers Association (RPOA), Richmond Police Management Association (RPMA), International Association of Fire Fighters (IAFF) Local 188, Richmond Fire Management Associations (RFMA) adopting Cesar Chavez Day and Juneteenth as City observed holidays, the terms of which are set for and marked as Exhibits A, B, C, D, E, F, G, and H to the agenda report in support of the resolution.

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 21, 2024, by the following vote:

AYES: Councilmembers Bana, McLaughlin, Willis, Zepeda, Vice Mayor Jimenez, and Mayor Martinez.
NOES: None.
ABSTENTIONS: None.
ABSENT: Councilmember Robinson.

PAMELA CHRISTIAN
CLERK OF THE CITY OF RICHMOND
(SEAL)

Approved:

EDUARDO MARTINEZ
Mayor

Approved as to form:

DAVE ALESHIRE
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. 39-24**, finally passed and adopted by the Council of the City of Richmond at a regular meeting held on May 21, 2024.



Pamela Christian, Clerk of the City of Richmond

**SIDE LETTER AGREEMENT BETWEEN SEIU LOCAL 1021 GENERAL EMPLOYEES
AND CITY OF RICHMOND**

HOLIDAYS

The City of Richmond ("City") and the SEIU Local 1021 General Employees Unit ("Unit") (collectively, "the Parties") have met and conferred in good faith pursuant to California law regarding the Juneteenth and Cesar Chavez holidays. The Parties hereby agree that the City will add Juneteenth and Cesar Chavez to the holidays listed in Article III C.1 of the Parties' 2021-2025 Memorandum of Understanding. Article III C.1 will be amended to read as follows:

1. All regular, full-time classified employees shall have the following paid holidays:

Independence Day	July 4
Labor Day	First Monday in September
Admission Day	September 9
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Holidays	Fourth Thursday in November and the following Friday
Christmas Day	December 25
New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez Day	March 31
Memorial Day	Last Monday in May
Juneteenth	June 19

Article III C.3 will be struck as follows:

- ~~3. It is understood that one of these floating holidays has been created in recognition of Caesar Chavez Birthday and in the event that day becomes generally observed as a fixed holiday, the Parties agree to convert one floating holiday to that fixed holiday.~~

The amended Article III C.1 and removal of Article III C.3 take effect the first full pay period following City Council adoption of this Side Letter Agreement. New holidays will not be provided on a retroactive basis.

This constitutes the Parties' entire agreement. There will be no further changes to the Memorandum of Understanding or creation of past practice as a result of this side letter.

Date: _____

5/2/2024

**SIDE LETTER AGREEMENT BETWEEN SEIU LOCAL 1021 GENERAL EMPLOYEES
AND CITY OF RICHMOND**

HOLIDAYS

For SEIU Local 1021:

 5/2/2024
 5/2/2024

For the City:

 5-13-24


**SIDE LETTER AGREEMENT BETWEEN SEIU LOCAL 1021 PART-TIME AND
INTERMITTENT BARGAINING UNIT AND CITY OF RICHMOND**

HOLIDAYS

The City of Richmond ("City") and the SEIU Local 1021 Part-Time and Intermittent Bargaining Unit ("Unit") (collectively, "the Parties") have met and conferred in good faith pursuant to California law regarding the Juneteenth and Cesar Chavez holidays. The Parties hereby agree that the City will add Juneteenth and Cesar Chavez to the holidays listed in Article III C of the Parties' 2021-2025 Memorandum of Understanding. Article III C will be amended to read as follows:

III C. The following are the City's recognized holidays which apply to employees in Groups I and II.A.:

Independence Day	July 4
Labor Day	First Monday in September
Admission Day	September 9
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Holidays	Fourth Thursday in November and the following Friday
Christmas Day	December 25
New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez Day	March 31
Memorial Day	Last Monday in May
Juneteenth	June 19

In addition to the holidays listed in the preceding paragraph, each employee in Groups I and II.A. shall be granted three (3) days which may be taken at any time during the calendar year subject to the approval of the employee's department head. Said holiday time must be taken during each calendar year and may not be carried over from one calendar year to the next. To be eligible for such holiday, an employee must have been working for the City prior to September 1 of the calendar year. With the exception of the two-hour floating holiday credit, the floating holiday must be taken as a full day, and not in hourly increments.

Employees in Groups I and II.A. shall be granted two (2) hours additional "floating holiday" time per calendar year; such time to be administered under provisions of paragraph 2 above.

Employees in Groups I and II.A. who work more than one shift on a holiday shall only receive credit for one holiday but shall receive time and one half for all hours worked.

**SIDE LETTER AGREEMENT BETWEEN SEIU LOCAL 1021 PART-TIME AND
INTERMITTENT BARGAINING UNIT AND CITY OF RICHMOND**

HOLIDAYS

For purposes of determining whether hours worked are on a holiday, a holiday is the 24-hour period of the day listed in Article 3(C)(1) above, starting at 0000 hours and ending at 2400 hours. All employees in Groups I and II.A. shall receive holiday pay only if the holiday falls on their regularly scheduled workday.

The amended Article III C takes effect the first full pay period following City Council adoption of this Side Letter Agreement. New holidays will not be provided on a retroactive basis.

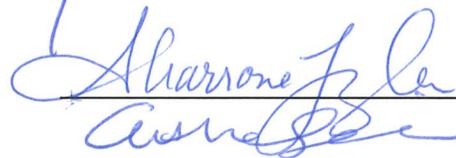
This constitutes the Parties' entire agreement. There will be no further changes to the Memorandum of Understanding or creation of past practice as a result of this side letter.

Date: 5/2/2024

For SEIU Local 1021:

 5/2/2024
 5/2/2024

For the City:

 5-13-24


SIDE LETTER AGREEMENT BETWEEN IFPTE LOCAL 21 MID-MANAGEMENT AND CITY OF RICHMOND

HOLIDAYS

The City of Richmond (“City”) and the IFPTE Local 21 Mid-Management Unit (“Unit”) (collectively, “the Parties”) have met and conferred in good faith pursuant to California law regarding the Juneteenth and Cesar Chavez holidays. The Parties hereby agree that the City will add Juneteenth and Cesar Chavez to Article 9, Section 166 of the Parties’ 2021-2025 Memorandum of Understanding. Article 9, Section 166 will be amended to read as follows:

166. All regular, full-time classified employees shall be allowed a fully paid leave of absence on the following named holidays:

Independence Day	July 4
Labor Day	First Monday in September
Admission Day	September 9
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Holidays	Fourth Thursday in November and the Friday following
Christmas Day	December 25
New Year's Day	January 1
Martin Luther King Jr. Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Cesar Chavez Day	March 31
Memorial Day	Last Monday in May
Juneteenth	June 19

Article 9, Section 167 will be revised as follows:

In addition to the holidays listed in the preceding paragraph, each employee shall be granted five (5) days and two (2) hours paid floating holidays per calendar year which may be taken at any time during the calendar year subject to the approval of the employee's Department Head. Said holidays must be taken during each calendar year and may not be carried over from one calendar year to the next. To be eligible for such holiday, an employee must have been working for the City prior to September 1 of the calendar year. ~~It is understood that one of these floating holidays has been created in recognition of Cesar Chavez' Birthday and in the event that day becomes generally observed as a fixed holiday, the parties agree to convert one floating holiday to that fixed holiday.~~

The amended Article 9, Sections 166 and 167 take effect the first full pay period following City Council adoption of this Side Letter Agreement. New holidays will not be provided on a retroactive basis.

**SIDE LETTER AGREEMENT BETWEEN IFPTE LOCAL 21 MID-MANAGEMENT AND
CITY OF RICHMOND**

HOLIDAYS

This constitutes the Parties' entire agreement. There will be no further changes to the Memorandum of Understanding or creation of past practice as a result of this side letter.

Date: May 1, 2024

For IFPTE Local 21:

Jack Williams - Bacc,
President

John Varga
John Varga - Representative

For the City:

Jack 5-13-24
Sharon J. La
Cart

**SIDE LETTER AGREEMENT BETWEEN IFPTE LOCAL 21 EXECUTIVE
MANAGEMENT AND CITY OF RICHMOND**

HOLIDAYS

The City of Richmond ("City") and the IFPTE Local 21 Executive Management Unit ("Unit") (collectively, "the Parties") have met and conferred in good faith pursuant to California law regarding the Juneteenth and Cesar Chavez holidays. The Parties hereby agree that the City will add Juneteenth and Cesar Chavez to Article 8.12 of the Parties' 2021-2025 Memorandum of Understanding. Article 8.12(A) will be amended to read as follows:

- A. All regular, full-time classified employees shall be allowed a fully paid leave of absence on the following named holidays:

Independence Day	July 4
Labor Day	First Monday in September
Admission Day	September 9
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Holiday	Fourth Thursday in November
Day following Thanksgiving	the Friday following Thanksgiving
Christmas Day	December 25
New Year's Day	January 1
Martin Luther King Jr. Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Cesar Chavez Day	March 31
Memorial Day	Last Monday in May
Juneteenth	June 19

Article 8.12(B) will be revised as follows:

- B. In addition to the holidays listed in the preceding paragraph, each employee shall be granted five (5) days and two (2) hours paid floating holidays per calendar year which may be taken at any time during the calendar year subject to the approval of the employee's department director. Said holidays must be taken during each calendar year and may not be carried over from one calendar year to the next. To be eligible for such holiday, an employee must have been working for the City prior to September 1 of the calendar year. ~~It is understood that one of these floating holidays has been created in recognition of Cesar Chavez' Birthday and in the event that day becomes generally observed as a fixed holiday, the parties agree to convert one floating holiday to that fixed holiday.~~

The amended Articles 8.12(A) and 8.12(B) take effect the first full pay period following City Council adoption of this Side Letter Agreement. New holidays will not be provided on a retroactive basis.

**SIDE LETTER AGREEMENT BETWEEN IFPTE LOCAL 21 EXECUTIVE
MANAGEMENT AND CITY OF RICHMOND
HOLIDAYS**

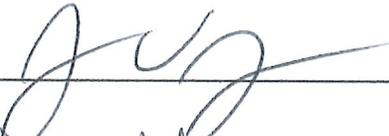
This constitutes the Parties' entire agreement. There will be no further changes to the Memorandum of Understanding or creation of past practice as a result of this side letter.

Date: 05/03/2024

For IFPTE Local 21:

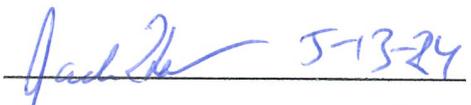


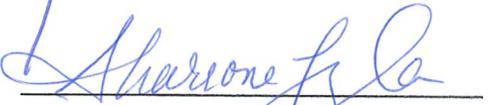
Lina Velasco, President



John Varga
Representative

For the City:







**SIDE LETTER AGREEMENT BETWEEN RICHMOND POLICE OFFICERS
ASSOCIATION AND CITY OF RICHMOND**

HOLIDAYS

The City of Richmond ("City") and the Richmond Police Officers Association ("Association") (collectively, "the Parties") have met and conferred in good faith pursuant to California law regarding the Juneteenth and Cesar Chavez holidays. The Parties hereby agree that the City will add Juneteenth and Cesar Chavez to the holidays listed in Article 12.1 of the Parties' 2022-2025 Memorandum of Understanding. Article 12.1 will be amended to read as follows:

12.1. Those Sworn Officers who are assigned to specific duties where the work schedules and holiday benefits in fact are the same as or similar to those applicable to general employees' bargaining unit shall not be entitled to these cash payments in lieu of holidays. The holidays for such employees are as follows:

Independence Day	July 4
Labor Day	First Monday in September
Admission Day	September 9
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Holidays	Fourth Thursday in November and the following Friday
Christmas Day	December 25
New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez Day	March 31
Memorial Day	Last Monday in May
Juneteenth	June 19

Additionally, Article 12 will be amended to read as follows:

12. HOLIDAYS Sworn Officers (other than those identified in Section 12.1 below) shall be permitted to exercise either of the following options for utilization of holiday allowances:

- a) Full pay at straight time for sixteen (16) days with no holiday taken as days off.
- b) Up to but not in excess of eight (8) days off and pay at straight time for eight (8) days.

Employees shall elect by December 1 of each year whether to receive holiday pay semiannually or monthly. Semiannual reimbursement will be paid in two equal installments with the second paycheck in June and the second paycheck in

**SIDE LETTER AGREEMENT BETWEEN RICHMOND POLICE OFFICERS
ASSOCIATION AND CITY OF RICHMOND**

HOLIDAYS

December; monthly reimbursement will be paid in twelve equal installments with the second paycheck in each month.

The rate at which an employee is compensated for holiday pay pursuant to this Section includes: straight pay (base wage), longevity incentives, shift incentives, supplemental pay for education, Investigative division incentive, motorcycle incentive, acting pay, bilingual pay and any other special compensation which may be negotiated between the parties.

The amended Articles 12 and 12.1 take effect the first full pay period following City Council adoption of this Side Letter Agreement. New holidays will not be provided on a retroactive basis.

This constitutes the Parties' entire agreement. There will be no further changes to the Memorandum of Understanding or creation of past practice as a result of this side letter.

Date: 5/3/24

For RPOA:

Byron Themi RPOA PRESIDENT

For the City:

J. [Signature] 5-13-24
Sharrone [Signature]
[Signature]

**SIDE LETTER AGREEMENT BETWEEN RICHMOND POLICE MANAGEMENT
ASSOCIATION AND CITY OF RICHMOND
HOLIDAYS**

The City of Richmond ("City") and the Richmond Police Management Association ("Association") (collectively, "the Parties") have met and conferred in good faith pursuant to California law regarding the Juneteenth and Cesar Chavez holidays. The Parties hereby agree that the City will add Juneteenth and Cesar Chavez to the holidays listed in Article 8 of the Parties' 2023-2025 Memorandum of Understanding. Article 8 and 8.1 will be amended to read as follows:

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

- A. Full pay at straight time for eighteen (18) days with no holiday taken as days off.
- B. Up to but not in excess of nine (9) days off and pay at straight time for nine (9) days.

The eighteen (18) holidays to be reimbursed for include the fourteen (14) municipal holidays listed in Section 8.1, the day before Christmas, the day after Christmas, the day before New Years', and the day after New Years'.

The rate at which an employee is compensated for holiday pay pursuant to this Section includes: straight pay (base wage), longevity incentives, shift incentives, supplemental pay for education, Investigative division incentive, motorcycle incentive, acting pay, bilingual pay and any other incentives which may be negotiated between the parties.

8.1 The municipal holidays for such employees are as follows:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Cesar Chavez Day	March 31
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Admission Day	September 9
Indigenous People's Day	Second Monday in October (formerly Columbus Day)
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November and the following Friday
Christmas Day	December 25

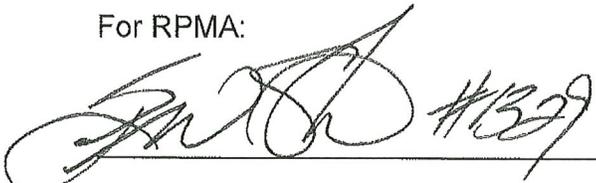
**SIDE LETTER AGREEMENT BETWEEN RICHMOND POLICE MANAGEMENT
ASSOCIATION AND CITY OF RICHMOND
HOLIDAYS**

The amended Articles 8 and 8.1 take effect the first full pay period following City Council adoption of this Side Letter Agreement. New holidays will not be provided on a retroactive basis.

This constitutes the Parties' entire agreement. There will be no further changes to the Memorandum of Understanding or creation of past practice as a result of this side letter.

Date: 05/02/24

For RPMA:

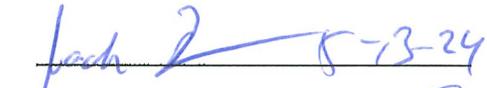


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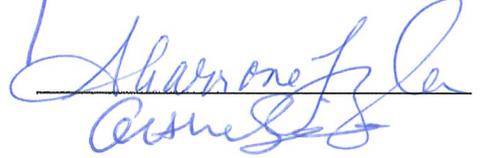


#1416

For the City:



5-13-24



Sharon...
C... ..

SIDE LETTER AGREEMENT BETWEEN IAFF LOCAL 188 AND CITY OF RICHMOND

HOLIDAYS

The City of Richmond ("City") and the IAFF Local 188 Unit ("Union") (collectively, "the Parties") have met and conferred in good faith pursuant to California law regarding the Juneteenth and Cesar Chavez holidays. The Parties hereby agree that the City will add Juneteenth and Cesar Chavez to the holidays listed in Article 26.A of the Parties' 2022-2025 Memorandum of Understanding. Articles 26.A and 26.B will be amended to read as follows:

- A. Bargaining unit members working a forty-hour week shall be allowed a fully paid leave of absence (8 hours) on the following named holidays:

Independence Day	July 4
Labor Day	First Monday in September
Admission Day	September 9
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Holidays	Fourth Thursday in November and the following Friday
Christmas Day	December 25
Day before Christmas or New Year's Day	
New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez Day	March 31
Memorial Day	Last Monday in May
Juneteenth	June 19

When a holiday falls on Sunday, the Monday following shall be considered as a holiday. When a holiday falls on Saturday, the Friday preceding shall be considered as a holiday.

In addition to those holidays listed above, eligible employees shall be:

1. Granted one paid "floating holiday" per calendar year which may be taken at any time during the calendar year subject to the approval of the department head. Said holiday must be taken during each calendar year and may not be carried over from one calendar year to the next. To be eligible for such holiday, an employee must have been working for the City prior to September 1 of the calendar year, and
2. Granted two (2) hours additional "floating holiday" time per calendar year, to be administered as in paragraph "1." above.

- B. Firefighters working a fifty-six (56) hour week shall receive 12 equal installments of fifteen (15) hours of pay monthly.

**SIDE LETTER AGREEMENT BETWEEN IAFF LOCAL 188 AND CITY OF
RICHMOND
HOLIDAYS**

The rate at which an employee is compensated for holiday pay pursuant to MOU Section 26 shall be at the regular rate of pay (FLSA rate), and any other special compensation which may be negotiated between the parties.

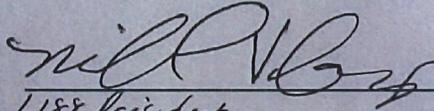
The fifteen holidays to be reimbursed for include the fourteen holidays listed in section 26.A. and the day before Christmas.

The amended Articles 26.A and 26.B take effect the first full pay period following City Council adoption of this Side Letter Agreement. New holidays will not be provided on a retroactive basis.

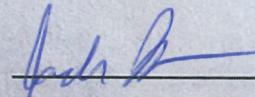
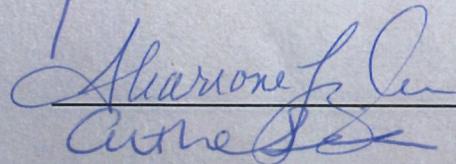
This constitutes the Parties' entire agreement. There will be no further changes to the Memorandum of Understanding or creation of past practice as a result of this side letter.

Date: 5/1/2024

For IAFF Local 188:


188 President

For the City:

 5-13-24


**SIDE LETTER AGREEMENT BETWEEN RICHMOND FIRE MANAGEMENT
ASSOCIATION AND CITY OF RICHMOND**

HOLIDAYS

The City of Richmond (“City”) and the Richmond Fire Management Association (“Association”) (collectively, “the Parties”) have met and conferred in good faith pursuant to California law regarding the Juneteenth and Cesar Chavez holidays. The Parties hereby agree that the City will add Juneteenth and Cesar Chavez to the holidays listed in Article 27.A of the Parties’ 2022-2025 Memorandum of Understanding. Articles 27.A and 27.B will be amended to read as follows:

A. Bargaining unit members working a forty-hour week shall be allowed a fully paid leave of absence (8 hours) on the following named holidays:

Independence Day	July 4
Labor Day	First Monday in September
Admission Day	September 9
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Holidays	Fourth Thursday in November and the following Friday
Christmas Day	December 25
New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez Day	March 31
Memorial Day	Last Monday in May
Juneteenth	June 19

When a holiday falls on Sunday, the Monday following shall be considered as a holiday. When a holiday falls on Saturday, the Friday preceding shall be considered as a holiday.

In addition to those holidays listed above, eligible employees shall be:

1. Granted three paid "floating holidays" per calendar year which may be taken at any time during the calendar year subject to the approval of the department head. Said holiday must be taken during each calendar year and may not be carried over from one calendar year to the next. To be eligible for such holiday, an employee must have been working for the City prior to September 1 of the calendar year, and
2. Entitled to one additional day off without loss of pay on the last regular work day before either Christmas Day, New Year's Day or on or before another religious or cultural holiday mutually agreed to with the City. This is a once a year benefit, not to be used prior to more than one holiday.

**SIDE LETTER AGREEMENT BETWEEN RICHMOND FIRE MANAGEMENT
ASSOCIATION AND CITY OF RICHMOND**

HOLIDAYS

B. Bargaining unit members working a fifty-six (56) hour week shall be paid for seventeen (17) holidays a year at a rate of twelve (12) hours per holiday. They shall receive fifty percent of their holiday pay on June 15 and fifty percent on December 15 each year. Employees who have been on paid status less than twelve months will receive pro-rated payments.

The seventeen holidays to be reimbursed for include fourteen holidays listed in section 27.A., the day before Christmas, the day before New Years, and the day after New Years.

The amended Articles 27.A and 27.B take effect the first full pay period following City Council adoption of this Side Letter Agreement. New holidays will not be provided on a retroactive basis.

This constitutes the Parties' entire agreement. There will be no further changes to the Memorandum of Understanding or creation of past practice as a result of this side letter.

Date: _____

5/7/24

For RFMA: _____

Andrew

For the City: _____

Jack 5-13-24
Sharrone
Adams