

**RESOLUTION NO. 97-18**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF RICHMOND, CALIFORNIA,  
APPROVING THE SIDE LETTER AGREEMENTS BETWEEN THE CITY OF  
RICHMOND AND RICHMOND POLICE OFFICERS' ASSOCIATION (RPOA)**

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**WHEREAS**, the Memorandum of Understanding (MOU) is the collective bargaining agreement between the City of Richmond and Richmond Police Officers' Association (RPOA); and

**WHEREAS**, the City of Richmond and RPOA executed a Memorandum of Understanding effective January 17th, 2017; and

**WHEREAS**, Section 12: 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 12: 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 16.4: Supplemental 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 RPOA have met and conferred in good faith; and

**WHEREAS**, a Side Letter agreement between the City of Richmond and RPOA 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 2 and Attachment 3.

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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 December 18, 2018, by the following vote:

AYES: Councilmembers Beckles, Choi, Martinez, Myrick,  
Recinos, Vice Mayor Willis, and Mayor Butt.

NOES: None.

ABSTENTIONS: None.

ABSENT: None.

PAMELA CHRISTIAN  
CLERK OF THE CITY OF RICHMOND  
(SEAL)

Approved:

TOM BUTT  
Mayor

Approved as to form:

BRUCE GOODMILLER  
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. 97-18**, finally passed and adopted by the City Council of the City of Richmond at a regular meeting held on December 18, 2018.

  
\_\_\_\_\_  
Pamela Christian, Clerk of the City of Richmond

Side Letter of Mutual Agreement Between the Richmond Police Officers' Association (RPOA) and the City of Richmond Pertaining to RPOA 2016-2021 MOU Section 16.4 SUPPLEMENTAL PAY

CalPERS recently conducted an audit of certain aspect of the MOU between the City of Richmond and the RPOA. During the course of the audit, PERS determined that certain components, including the Motorcycle Premium pay, needed to be modified in order for it to be PERSable. This modification does not have a financial or an operational impact on the City or the Police Department

**16.4. SUPPLEMENTAL PAY:** Sworn Officers assigned to the Investigative Division, including sergeants assigned to the Chief's Office, Office of Professional Accountability (OPAL), whose primary duty involves conducting "IA" investigations, shall receive a five percent (5%) supplement to their base salary. Sworn Officers assigned to traffic enforcement ~~on motorcycles who complete advanced accident school and who are in an on-call status~~ shall receive a five percent (5%) supplement to their base salary.

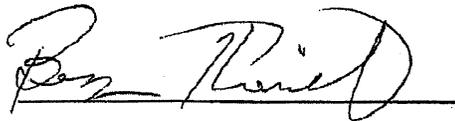
The language shown in strikethrough above will be removed. As such, the MOU language will read:

**16.4. SUPPLEMENTAL PAY:** Sworn Officers assigned to the Investigative Division, including sergeants assigned to the Chief's Office, Office of Professional Accountability (OPA), whose primary duty involves conducting "IA" investigations, shall receive a five percent (5%) supplement to their base salary. Sworn Officers assigned to traffic enforcement on motorcycles shall receive a five percent (5%) supplement to their base salary.

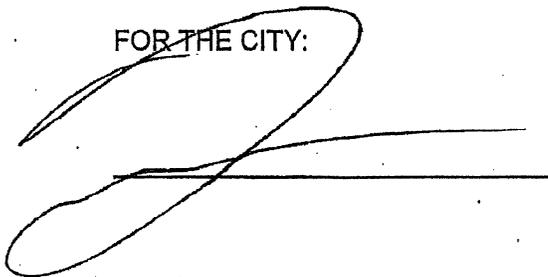
*\*All tentative agreements previously reached by the parties during the negotiations process, will be included as part of this tentative agreement and will be incorporated into the MOU. This tentative agreement shall not bind the parties until it is ratified by the RPOA and by the Richmond City Council.*

Date: 4/23/18

FOR THE RPOA:

  
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FOR THE CITY:

  
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**Side Letter of Mutual Agreement Between the Richmond Police Officers' Association (RPOA) and the City of Richmond Pertaining to RPOA 2013-2016 AND 2016-2021 MOU Section 12 HOLIDAY PAY**

CalPERS recently conducted an audit of certain aspect of the MOU between the City of Richmond and the RPOA. 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:

**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 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 RPOA:

*The rate at which an employee is compensated for holiday pay pursuant to MOU Section 12 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 RPOA and by the Richmond City Council.*

Date: 4 | 23 | 18

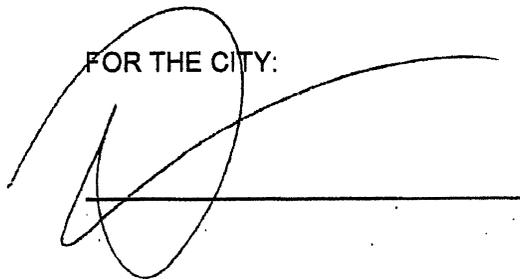
FOR THE RPOA:



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FOR THE CITY:



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