

**RESOLUTION NO. 110-19**

**RESOLUTION OF THE COUNCIL OF THE CITY OF RICHMOND, CALIFORNIA,  
APPROVING TENTATIVE AGREEMENTS REGARDING HOLIDAY CLOSURE FOR  
2019 BETWEEN THE CITY OF RICHMOND AND SERVICE EMPLOYEES  
INTERNATIONAL UNION (SEIU) LOCAL 1021 AND INTERNATIONAL FEDERATION  
OF PROFESSIONAL AND TECHNICAL ENGINEERS (IFPTE) LOCAL 21**

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**WHEREAS**, the City has negotiated in good faith with SEIU Local 1021 and IFPTE Local 21, regarding a holiday closure for 2019; and

**WHEREAS**, the parties reached Tentative Agreements on terms for a holiday closure for 2019; and

**WHEREAS**, the Tentative Agreements shall not bind the parties until they are ratified by a majority of both of the SEIU Local 1021 and IFPTE Local 21 membership and ratified by the City Council; and

**WHEREAS**, the Tentative Agreements will establish a holiday closure for 2019, in which the City will give the employees two additional paid holidays; and

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

**NOW THEREFORE BE IT RESOLVED**, that the City Council of Richmond approves the tentative agreements among the City of Richmond, SEIU Local 1021, and IFPTE Local 21 (including Executive Management) regarding holiday closures for 2019, the terms of which are set forth and marked as Exhibits A and B to the agenda report in support of this resolution.

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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 November 19, 2019, by the following vote:

AYES: Councilmembers Bates, Johnson, Martinez, Myrick, Vice Mayor Choi, and Mayor Butt.  
NOES: None.  
ABSTENTIONS: None.  
ABSENT: Councilmember Willis.

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. 110-19**, finally passed and adopted by the City Council of the City of Richmond at a regular meeting held on November 19, 2019.

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

**SIDE LETTER AGREEMENT BETWEEN SEIU LOCAL 1021  
& CITY OF RICHMOND (2019 HOLIDAY CLOSURE)**

All City offices, except the Fire Department, Police Department, or any other City office that is authorized by the City Manager to remain open, will be closed December 24, 25, 26, 27, 30 and 31, 2019 and January 1, 2020 (please note that Wednesday, December 25, 2019 and Wednesday, January 1, 2020 are existing holidays for City employees and as such, all City offices are closed). Employees will be required to use any available vacation, floating holiday or comp time accruals for December 26, 27, and 30 (a total of three (3) days). If an employee does not have any available vacation, floating holiday or comp time accruals available, the time will need to be taken as leave without pay. An employee can voluntarily elect to take any or all of the three (3) days off as leave without pay. However, an employee that voluntarily elects to take any portion of the three (3) days off as leave without pay, will not be eligible to receive the additional paid days off (as outlined in the paragraph below). Again, this only applies to employees that voluntarily elect to take any portion of the three (3) days off as leave without pay. It does not apply to employees who do not have enough accruals to cover any or all of the three (3) days off and who will be on leave without pay involuntarily. Parties agree that all use of accruals and unpaid leave under this agreement will comply with applicable law.

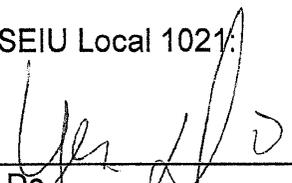
Tuesday, December 24, 2019 and Tuesday, December 31 will be paid by the City (these are not existing paid holidays for City employees and will be provided to employees solely as part of this agreement and after approval by the City Council).

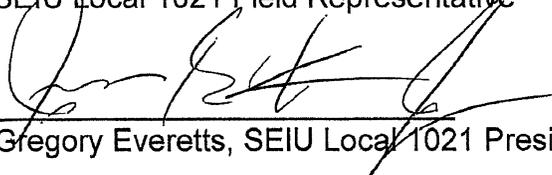
All employees in the Fire Department, Police Department, or any other City office that is authorized by the City Manager to remain open, who are required to work on any the above days as part of their regularly scheduled shift, are exempt from the above paragraph.

If an employee, as part of their regular work schedule, is required to work on Tuesday, December 24, 2019 or Tuesday, December 31, 2019 (the additional paid holidays that will be provided by the City pursuant to this agreement), the employee will be allowed to take an additional floating holidays in the next calendar year (the floating holidays must be taken within the next calendar year and will not be carried over). All requirements for the scheduling of a floating holiday, as outlined in the SEIU Local 1021 MOU, must be adhered to when scheduling this floating holiday.

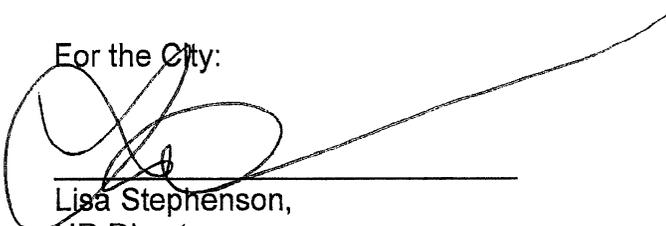
Date: 11/13/19

For SEIU Local 1021:

  
\_\_\_\_\_  
Yen Do,  
SEIU Local 1021 Field Representative

  
\_\_\_\_\_  
Gregory Everetts, SEIU Local 1021 President

For the City:

  
\_\_\_\_\_  
Lisa Stephenson,  
HR Director

**SIDE LETTER AGREEMENT BETWEEN IFPTE LOCAL 21  
& CITY OF RICHMOND (2019 HOLIDAY CLOSURE)**

All City offices, except the Fire Department, Police Department, or any other City office that is authorized by the City Manager to remain open, will be closed December 24, 25, 26, 27, and 30, 2019 and January 1, 2020 (please note that Wednesday, December 25, 2019 and Wednesday, January 1, 2020 are existing holidays for City employees and as such, all City offices are closed). Employees will be required to use any available vacation, floating holiday or administrative leave accruals for December 26, 27, and 30 (a total of three (3) days). If an employee does not have any available vacation, floating holiday or administrative leave time accruals available, the time will need to be taken as leave without pay.

Tuesday, December 24 and Tuesday, December 31 will be paid by the City (these are not an existing paid holiday for City employees and will be provided to employees solely as part of this agreement and after approval by City Council).

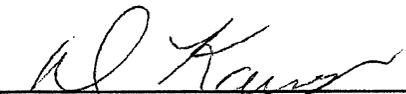
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Date: 11/12/19

For IFPTE Local 21:

For the City:

  
\_\_\_\_\_  
Dee Karnes,  
Local 21 President

  
\_\_\_\_\_  
Lisa Stephenson,  
HR Director

  
\_\_\_\_\_  
Jill Perry,  
Local 21 Vice President

  
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Sean Stalbaum, Lead Representative