

**RESOLUTION NO. 4320-2020**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL  
APPROVING THE SIDE LETTER AGREEMENT BETWEEN THE CITY OF  
FORT BRAGG AND THE FORT BRAGG EMPLOYEE ORGANIZATION AND  
SERVICE EMPLOYEES INTERNATIONAL UNION AND AUTHORIZING CITY  
MANAGER TO EXECUTE SAME**

**WHEREAS**, the Memorandum of Understanding is the collective bargaining agreement between the City of Fort Bragg and the Fort Bragg Employee Organization and Service Employees International Union, Local 1021 (SEIU); and

**WHEREAS**, the City of Fort Bragg and the SEIU executed the Memorandum of Understanding between the City of Fort Bragg and the Fort Bragg Employee Organization (SEIU MOU) effective: July 1, 2007 through June 30, 2011; July 1, 2011 through June 30, 2014; July 13, 2014 through June 30, 2017; October 23, 2017 through June 30, 2019; and July 1, 2019 through June 30, 2022; and

**WHEREAS**, the SEIU MOU ARTICLE 12-OVERTIME sets forth how overtime will be calculated for employees in certain departments and ARTICLE 19-HOLIDAYS establishes holiday pay but didn't fully clarify how employees who work full or partial shifts on a holiday will be compensated; and

**WHEREAS**, the City of Fort Bragg was notified by CalPERS that ARTICLE 12-OVERTIME and ARTICLE 19-HOLIDAYS do not meet the California Government Code Sections 20636 and 7522.34(c)(5) requirements for "pensionable compensation;" and

**WHEREAS**, a Side Letter is required to clearly indicate how employees who may be required to work the holiday will be compensated and how certain department employees will be selected to work the holidays; and

**WHEREAS**, The City of Fort Bragg and the SEIU have met and conferred in good faith; and

**WHEREAS**, a Side Letter agreement between the City of Fort Bragg and the SEIU has been created and incorporates the information required by the California Code of Regulations; and

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

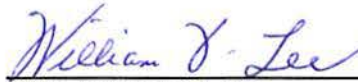
**WHEREAS**, based on all the evidence presented, the City Council finds as follows:

1. That by incorporating into the Side Letter agreement the information required by the California Code of Regulations, the City of Fort Bragg will be in compliance with California Public Employees Retirement Law.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby approve the Side Letter, attached hereto as Exhibit A, and authorizes the City Manager to execute the same.

The above and foregoing Resolution was introduced by Councilmember Peters, seconded by Councilmember Norvell, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 26th day of October, 2020, by the following vote:

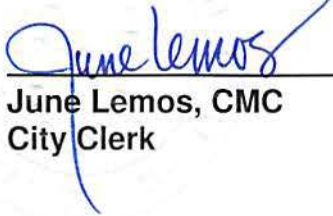
**AYES:** Councilmembers Albin-Smith, Morsell-Haye, Norvell, Peters and Mayor Lee.  
**NOES:** None.  
**ABSENT:** None.  
**ABSTAIN:** None.  
**RECUSED:** None.



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**WILLIAM V. LEE**  
Mayor

**ATTEST:**



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**June Lemos, CMC**  
City Clerk

**SIDE LETTER TO CLARIFY HOLIDAY PREMIUM PAY  
OCTOBER \_\_\_, 2020**

**ARTICLE 12- OVERTIME**

The City has the right to assign and schedule overtime for represented employees. Departmental practices in effect as of July 1, 2007 shall be maintained as follows:

1. **Water/Wastewater Treatment**
  - a. Overtime required to complete tasks in progress is assigned to the involved employees as required for continuation of effort.
  - b. Call outs are prioritized by seniority within the classification.
  - c. Any situation not covered by items a and b is offered by seniority within classification starting with the most senior employee. If no employee desires the overtime, overtime is assigned by seniority within the classification starting with the least senior employee.
2. **Streets and Maintenance**
  - a. Overtime required to complete tasks in progress is assigned to the involved employees as required for continuation of effort.
  - b. Call outs and any other situation requiring overtime are offered by seniority within classification starting with the most senior employee. If no employee desires the overtime, overtime is assigned by seniority within the classification starting with the least senior employee.
3. **Other Employees**
  - a. For employees not within the Public Works Department (Water/Wastewater Treatment and Streets and Maintenance) required overtime happens infrequently and will be assigned in advance when practical with no established policies in place. The Department Manager assigns and approves overtime on an as-needed basis.
4. For employees covered by this Agreement, hours worked beyond eight hours per day and/or forty hours per week shall be calculated to the nearest quarter hour worked and shall be compensated at one- and one-half times the employee's hourly rate of pay.
5. In lieu of cash payment for overtime worked, employees may choose to "bank" any overtime hours (credited at one- and one-half times the actual overtime hours worked) for later use as compensatory time off (CTO). CTO may be accumulated to a maximum

of one hundred and four (104) hours. CTO use must be pre-approved by immediate supervisor.

Employees may request, at time of submission of any time sheet during the year, payout of any or all of accumulated CTO. Each December 31 the City may, at its option, pay off all accumulated CTO to each employee at the employee's current salary rate.

6. For the purpose of defining "hours worked", the following shall apply:
  - a. Hours worked shall include all actual hours worked.
  - b. Hours worked shall also include all paid leave hours, except compensatory time off. This means that hours worked includes medical leave, family leave, bereavement leave, vacation time, holiday leave, or any other form of paid leave, except compensatory time off.

### **ARTICLE 19- HOLIDAYS**

1. All full-time probationary and permanent employees shall receive their regular pay for the following holidays:

January 1

3rd Monday in January (Martin Luther King Jr. Day)

3rd Monday in February (Presidents' Day)

Last Monday in May (Memorial Day)

July 4

1st Monday in September (Labor Day)

2nd Monday in October (Columbus Day)

November 11

4th Thursday in November (Thanksgiving)

Friday after Thanksgiving

December 24

December 25

And every day proclaimed by the Governor and recognized by the City Council as a public holiday, day of mourning or day of thanksgiving.

2. In addition to the above, employees shall receive two (2) floating holidays per year.

A floating holiday may be taken as time off only, with advance approval by the Department Head or City Manager and scheduled with due regard to the wishes of the employee and convenience of the City. Floating holidays, defined as eight hours, may not be carried forward from one fiscal year to the next and must be used no later than the last regularly scheduled pay date prior to June 30<sup>th</sup> of each fiscal year. Unused floating holidays are deemed to be lost, if not used, at the end of each fiscal year or upon termination of employment. A new employee hired after January 1<sup>st</sup> in any fiscal year shall be entitled to not more than half of the applicable floating holiday entitlement for the balance of the fiscal year. Floating holiday time may not be exchanged for actual compensation under any circumstances.

3. **Holiday leave shall be administered as provided for in Section 15 of the Personnel Rules.**
4. **Whenever employees are required to work on a City recognized holiday, the employees shall be paid at one and a half times their hourly rate in addition to receiving their regular pay for the holiday.**
5. **Holiday Scheduling for Water/Waste Water Treatment**
  - i) **Assigned on voluntary basis;**
  - ii) **Employee working the Sunday through Thursday shift works Monday holidays;**
  - iii) **Employee working Tuesday through Saturday shift works Thursday or Friday holidays;**
  - iv) **Assigned to lowest seniority employee in any other cases.**
  - v) **Hours worked on a holiday not in excess of eight hours in a day or forty hours in a week shall not be considered overtime but will be paid at the holiday premium rate.**

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 For the CITY OF FORT BRAGG      DATE

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 For the UNION      DATE

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 For the UNION      DATE

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 For the UNION      DATE

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 For the UNION      DATE