

Holiday Leave Time Side Letter

SIDE LETTER AGREEMENT

ROSEVILLE POLICE OFFICERS' ASSOCIATION

AND

THE CITY OF ROSEVILLE

The City of Roseville (hereinafter referred to as "City") and Roseville Police Officers' Association (hereinafter referred to as the "RPOA") entered into a Memorandum of Understanding ("MOU") with a term beginning on February 12, 2022 and terminating on December 31, 2025. The City and RPOA are collectively referred to herein as the "Parties."

Effective April 1, 2023, the Parties mutually agree to eliminate shift Police Officers and Sergeants ability to take holiday time off or cash out in increments other than a full shift in Chapter 3. LEAVES, ARTICLE I, HOLIDAYS of the MOU to ensure compliance with Fair Labor Standards Act ("FLSA") Practices.

The specific provisions contained in this Agreement are intended to satisfy the requirements of the Fair Labor Standards Act and supersede any previous agreements, whether oral or written, regarding the matters contained in this Agreement. Except as provided here, all wages, hours, and other terms and conditions of employment presently in the MOU remain in full force and effect.

The Parties have satisfied their obligations to meet and confer in good faith in accordance with the Meyers-Milias-Brown Act ("MMBA") concerning the terms and conditions of this Agreement and its implementation.

Thus, the Parties mutually agree to modify CHAPTER 3, ARTICLE I, paragraphs B of the MOU to read as follows:

CHAPTER 3. LEAVES, ARTICLE II. HOLIDAYS/SCHEDULING TIME OFF

CHAPTER 3. LEAVES

ARTICLE I. HOLIDAYS

- A. Non-shift employees who are allowed to take holidays off shall receive holidays as provided below:
 - 1. The following holidays shall be observed by the City with respect to all employees, except shift employees. For purposes of this section, shift

employees (otherwise known as "shift workers") are those employees who are not allowed to take holidays off as they fall.

- a) January 1st (New Year's Day)
- b) The third Monday in January (Martin Luther King's Birthday)
- c) February 12th (Lincoln's Birthday)
- d) The third Monday in February (Washington's Birthday)

- de) The last Monday in May (Memorial Day)

- ef) July 4th (Independence Day)
- fg) The first Monday in September (Labor Day)

- hh) November 11th (Veteran's Day)
- ii) The day in November appointed by the President of the United States as Thanksgiving Day
- jj) The day immediately following Thanksgiving Day
- k) December 24th (Christmas Eve)
- lk) December 25th (Christmas)
- ~~l) Sixteen (16) hours floating holiday to be taken any time during the fiscal year by employees who have completed at least six (6) months probationary service (pro-rated for part-time regular employees). The number of floating holiday hours to be credited to a new employee hired after July 1st shall be pro-rated based on the number of full months employed during that year. Employees unable to complete six (6) months of probationary service prior to June 30th shall not accrue or be eligible for any floating holidays that year. The employees and the employees' supervisors shall jointly determine a convenient date.~~

2. If January 1st, February 12th, July 4th, November 11th, December 24th or December 25th falls on a Saturday, the preceding Friday shall be a holiday; if any such day falls on a Sunday, then the following Monday shall be a holiday. If a holiday occurs on the employee's first normal day off, the employee shall take the preceding day as the holiday; however, if the holiday occurs on the employee's second consecutive normal day off, the employee shall take the following day as the holiday. This policy shall be adhered to where practical and may be modified only by written consent to other conditions by the department head.

- B. Shift employees who are not allowed to take holidays off as they fall ~~(including detectives)~~ shall receive one hundred and ten (110) holiday hours to be credited in advance on January 1st of each year. For purposes of holidays, shift employees are those working 11 hour shifts, 10 hour shifts and 9/80 shifts. Employees may submit a request at any time after January 1st June 30th for a one-time lump sum in full shift increments of up to fifty five (55) hours' holiday

~~pay, prior to taking~~ Any time off taken is at straight salary. ~~At any time after July 1, employees may submit a request for a one-time lump sum of up to fifty five (55) available hours holiday pay in full shift increments prior to taking time off at straight salary.~~ All accrued and unused holiday hours up to 110 hours will be paid off at the end of the calendar year (December 31st). 110 holiday hours are represented as follows:

1. 3/11-4/11 hour shift – eleven (11) hours for ten (10) designated City holidays above.
2. 4/10 hour shift schedule – ten (10) hours for eleven (11) designated City holidays above.
3. 9/80 shift schedule (may be assigned to 4/10 or 3/11-4/11 shift in the summer) – nine (9) hours for each of the twelve (12) designated City holidays above, plus two (2) floating holiday hours. Any unused floating holiday leave hours will be cashed out as nonpersable.

1. All holiday time off is subject to advance approval of the first level management supervisor and department head. Employees must request holiday time off at least seven (7) workdays prior to the requested holiday and in full shift increments.
2. Upon separation from service, if an employee has taken more holidays in advance than have been earned during the fiscal year, the City shall deduct an equivalent amount of pay for the holidays taken or paid in advance from the employee's final paycheck, or such amount shall otherwise be owed to the City by the employee.

Upon separation from service, if an employee has an accrued holiday leave balance, said employee shall be paid for all earned hours at their final rate of pay.

For purposes of holiday accrual under Section B.1 and B.2, holiday hours will be calculated based on the number of calendar days the employee worked in a calendar year.

~~The determination of whether an employee is categorized as able to take holidays (non-shift employees) or scheduled to work holidays (shift employees) for the purpose of holidays shall be based upon the employee's assignment as of January 1st of each year.~~

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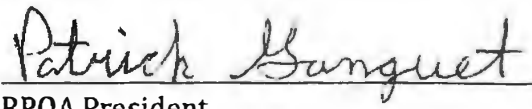
This Agreement will remain in effect unless it is modified through further negotiations in accordance with the MMBA. This Agreement is executed by the following authorized representatives of each party:

CITY OF ROSEVILLE:

ROSEVILLE POLICE OFFICERS'
ASSOCIATION



Dominick Casey, City Manager



RPOA President

Date: 2/16/2023

Date: 2/15/2023