

To: John Vasquez, Chair
and Members of the Board of Directors

From: Mat Ehrhardt, P.E., Executive Director/APCO

Date: June 10, 2020

Subject: First Letter of Agreement Between YSAQMD and YSAQMD Employees Association

Recommended Action

Consider and accept a side letter between Yolo-Solano Air Quality Management District (District) and Yolo-Solano Air Quality Management District Employees Association (Association) and extend unrepresented employees' leave with the same stipulations as the Employee Association.

Background

Agreement number 19-09 went into effect on July 10, 2019 and is due to expire on June 30, 2023. The agreement states, "no employee shall be allowed to carry forward from one fiscal year to the next more than two hundred eighty (280) hours annual leave." In addition, this agreement grants thirty-two (32) hours of floating holiday hours which expire at the end of the fiscal year.

On March 4, 2020, Governor Newsom signed a proclamation declaring a State of Emergency and ordering all individuals living in the State of California to stay home or at their place of residence. This was in response to Covid-19. This order has been extended in order to protect public health. With the enactment of this order, the District employees have not been able to travel and therefore, the District has met with the Association and presented an increase to the maximum accrued vacation hours for one fiscal year and also added an additional six month extension to use current floating holiday accruals.

Unrepresented employees are governed by the Personnel Policy of the District. This policy contains similar language as the Employee Association's Memorandum of Understanding for annual leave accruals and floating holiday accruals. The unrepresented employees' extensions would mirror the side letter and allow for a temporary extension of accruals.

The fiscal impact of this side letter is minimal. The District has consulted with legal counsel on this item and they have approved the format and content of this item.

Attachment: First Letter of Agreement Between Yolo-Solano Air Quality Management District and Yolo-Solano Air Quality Management District Employees Association

**FIRST LETTER OF AGREEMENT BETWEEN
YOLO-SOLANO AIR QUALITY MANAGEMENT DISTRICT AND YOLO-SOLANO AIR QUALITY
MANAGEMENT DISTRICT EMPLOYEES ASSOCIATION**

The Yolo-Solano Air Quality Management District (District) and the Yolo-Solano Air Quality Management District Employees Association (Association), herein after referred to as "the Parties," hereby enter into this First Letter of Agreement to the Memorandum of Understanding (MOU) between the Parties covering July 1, 2019 through June 30, 2023. The intent of this Agreement is to mitigate the impact the COVID-19 health emergency is having on employees' ability to use vacation and floating holidays. Accordingly, the Parties agree to amend Articles X.D and XII.E of the MOU as follows:

**ARTICLE X
ANNUAL LEAVE**

X.D. Maximum Accrual: No employee shall be allowed to carry forward from one fiscal year to the next more than two hundred eighty (280) hours annual leave.

The District agrees to temporarily raise the vacation accumulation cap to three hundred sixty (360) hours for the period of June 10, 2020 through June 30, 2021. On July 1, 2021, the vacation accumulation cap will revert to two hundred eighty (280) hours. In the event that an Association member is unable to diminish his/her vacation accrual to two hundred eighty (280) hours by the date of June 30, 2021, the member shall create a plan with his/her supervisor to use the amount over two hundred eighty (280) hours by December 31, 2021. After the date of December 31, 2021 any excess vacation accumulation will be extinguished without remuneration to the employee.

**ARTICLE XII
HOLIDAYS**

XII.E Floating Holidays

Regular full-time employees shall be granted thirty-two (32) hours per fiscal year of non-accumulative, floating holiday time which may be used upon the appointing authority's prior approval. These employees shall be credited with floating holiday hours at the beginning of each fiscal year. Regular full-time employees hired after the start of the fiscal year shall be credited with a prorated amount of floating holiday hours, based on the amount of pay periods remaining in the fiscal year at date of hire. All floating holiday hours must be taken during the fiscal year and shall not accrue from one fiscal year to the next. Upon termination, any accrued but unused floating holiday hours shall be paid to the regular full-time employee at a straight time rate.

The District agrees to temporarily allow employees to carryover accrued floating holiday time that would have normally been extinguished on June 30, 2020. Such carryover floating holiday time will be transferred to a separate leave bank type and remain available for use by the employee until June 30, 2021. On July 1, 2021, any unused carryover floating holiday time will be extinguished without remuneration to the employee.

The Parties acknowledge that no agreement or oral understanding was reached on other matters not incorporated herein that shall be binding on any of the Parties hereto.

Approved on this 10th day of June, 2020.

DISTRICT

ASSOCIATION

By: _____
Mat Ehrhardt
APCO/Executive Director

By: _____
Kyle Rohlfing
Association President

Approved by Final Determination of the Board of Director of Yolo-Solano Air Quality Management District on this 10th day of June, 2020.

Yolo-Solano Air Quality Management District; a
political subdivision of the State of California

By: _____
John Vasquez, Board Chair

Approved as to Form

By: _____
Denise Almaguer, Board Clerk

By: _____
Hope P. Welton, District Counsel