

Side Letter of Agreement #1

Between

The City of Pleasanton

and

the Pleasanton City Employee Association, AFSCME Local 955

The City of Pleasanton (hereinafter referred to as the “City”), and the Pleasanton City Employee Association, AFSCME Local 955 (hereinafter referred to as the “Union”) are parties to a Memorandum of Understanding (MOU) between the Union and the City from April 1, 2025 through March 31, 2028. This Side Letter Agreement is entered into between the City and the Union to modify the MOU and clarify existing language.

The specific provisions contained in this Agreement are intended to supersede any previous agreements, oral or written, regarding the matters contained in this Agreement. Further, except as provided herein, all other terms and conditions of employment presently enjoyed by the Union in the existing MOU shall remain in full force and effect.

The Parties have satisfied their obligations to meet and are in agreement with the terms and conditions of this Agreement and its implementation.

The Parties agree to modify the MOU as set forth below:

12.6 Vacation Sell Back

Effective through December 31, 2026, the following process shall remain in effect: Employees may request to sell back up to one hundred twenty (120) hours of accrued vacation in each calendar year. ~~leave or the maximum annual amount of vacation leave that the employee can accrue in a calendar year, whichever is less.~~ Employees may sell accrued time in one (1) hour increments with a minimum of eight (8) hours on the first pay day in June and December of each year.

Written requests for payment must be made by the employee fifteen days in advance of the first pay date in June and December.

Beginning in calendar year 2027, employees may request to sell back vacation hours on either or both the first pay date on or after June 1 and the first pay date on or after December 1. At each pay date, employees may sell back up to the amount of vacation they have accrued during that calendar year as of the pay date(s) elected, up to a maximum of one hundred twenty (120) hours for the year. Written elections must be submitted by December 31 of the preceding calendar year.

Employees may sell accrued time in one (1) hour increments, with a minimum of eight (8) hours.

Elections will not carry over from one calendar year to the next calendar year. An employee who fails to elect by December 31st of the preceding calendar year to sell vacation for the following year will be deemed to have elected not to participate, and they will be prohibited from receiving any vacation sell back during that year.

An employee's election with regard to vacation sell back shall be irrevocable, except in the event of an unforeseeable emergency, as defined by IRS rules and regulations, as in effect on September 17, 2024. The definition of "unforeseeable emergency" is included in Appendix A for reference. In the event of such unforeseeable emergency, an employee may apply to the Director of Human Resources and Labor Relations to receive vacation sell back in an amount that is reasonably necessary to satisfy the emergency need, up to one hundred twenty (120) hours of accrued vacation leave, including any amounts that may be necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated as a result of the vacation sell back. ~~An employee must make an election by December 31st of the preceding calendar year if the employee wishes to sell vacation that is accrued during the following calendar year. Elections will not carry over from one calendar year to the next calendar year. An employee who fails to elect by December 31st of the preceding calendar year to sell vacation for the following year will be deemed to have elected not to participate, and they will be prohibited from receiving any vacation sell back during that year. No vacation will be paid out until the total amount requested is accrued in the following year.~~

AFSCME Local 955

CITY OF PLEASANTON

By:

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Lisa Harlow

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Lisa Harlow

By:

Signed by:

Joseph Calabrigo

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Jon Engelbrektson

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