

## Side Letter of Agreement (Vacation)

### I. Parties

The Parties to this Side Letter of Agreement (herein after “Side Letter”) are the City of Emeryville (“City”) and the Emeryville Police Officers’ Association (herein after referred to as the “Union”).

### II. Background

The Parties are the signatories to a Memorandum of Understanding (hereinafter referred to as the “MOU”) setting forth terms and conditions of employment for City employees within the Emeryville Police Officers’ Association from 2019-2022.

Over the years, the City has faced a challenge of recruiting Police Officers from other jurisdictions as few hiring incentives exist for a Police Officer currently employed by another public safety agency to be interested in lateral movement to the Emeryville Police Department. The intent of the parties to this side letter of agreement is to create a vacation accrual incentive for lateral police officers in order to more effectively recruit. The incentive will provide lateral police officers with credit for prior years of relevant service with another public safety agency. The credit is not intended to have any impact on the selection of vacation based on seniority that the Union currently follows.

### III. Vacation

MOU Section 11.2 A. Accrual states that each eligible employee shall be entitled to annual vacation accrual on the following basis:

0 – end of 4 years: 80 hours  
5 – end of 9 years: 120 hours  
11 – end of 20 years: 160 hours  
21 plus years: 200 hours

The parties agree that MOU Section 11.2.A.1. will be amended to add a subsection indicating “Lateral Police Officers that are hired shall receive credit for each full year of employment as a sworn Police Officer with another public safety agency when determining vacation accrual as per Section 11.2.A. above.”

The parties further agree to the addition of Section 11.2.A.2 which reflects that “Annual vacation sign-ups shall be by departmental seniority based on date of hire or date of promotion to a represented classification.

### IV. General Provisions

- A. This Side Letter will take effect immediately upon adoption by the City Council.
- B. The written terms herein embody the entire Side Letter of Agreement between the Parties.

In witness hereof, this Side Letter of Agreement was ratified by the Union Membership and adopted by a vote of the City Council on \_\_\_\_\_, 2021.

Emeryville and EPOA MOU 2019-22

For the Employer:

\_\_\_\_\_  
Christine Daniel, City Manager

\_\_\_\_\_  
Trish Raver, Human Resources Director

For the Union:

\_\_\_\_\_  
Lance Goodfellow, President

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Ron Shepherd, EPOA Board Member

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Warren Williams, EPOA Board Member

Approved as to Form:

*Michael Guina*

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Michael Guina

City Attorney/Legal Counsel