

Side Letter of Agreement (Holidays)

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.

On October 26, 2020, communication from the Union to the City indicated that there have been issues with officers who have called in sick or who have taken a compensatory time off (CTO) day on a holiday that they were scheduled to work. Specifically, the employees who took a sick or CTO day on a holiday were not compensated for the holiday.

MOU Section 14 Holiday states that “all employees shall be compensated eight (8) hours for the following holidays: New Year’s Day, Third Monday in January, known as “Martin Luther King Jr. Day”, Lincoln’s Birthday, Washington’s Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day and the Employee’s Birthday...All holidays are recognized on the City observed days. For those employees who are assigned to work in Independence Day, Christmas and New Year’s Day, the holidays are observed on the actual date of holiday.”

Only MOU Section 11.5 Holiday within Vacation Leave addresses that holidays which occur during a vacation period shall be counted as a holiday. Sick leave, compensatory time off, or other approved leaves taken on the holiday are not addressed in the MOU which has caused interpretation and application issues with the current MOU language relative to Section 14 Holidays. Adding language to clarify leave use as it relates to the holidays will alleviate future interpretation and application issues between the parties.

III. Holiday

- A. The Parties agree that Section 14 of the MOU will be amended to add a sentence after the holiday listing indicating that “Employees taking any form of approved leave on the holiday shall be compensated eight (8) straight time hours for each holiday except the Employee’s Birthday.”

IV. General Provisions

- A. This Side Letter will take effect immediately upon adoption by the City Council and will apply from October 12, 2020.
- 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.

For the Employer:

Christine Daniel, City Manager

Trish Raver, Human Resources Director

For the Union:

Lance Goodfellow, President

Ron Shepherd, EPOA Board Member

Warren Williams, EPOA Board Member

Emeryville and EPOA MOU 2019-22

Approved as to Form:

A blue ink handwritten signature of Michael Guina.

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Michael Guina

City Attorney/Legal Counsel