

July 29, 2020

Timothy Davis  
Sacramento Police Officers Association  
550 Bercut Drive  
Sacramento, California 95811

**Re: Letter of Understanding – Language Clarity for Holiday Accrual**

Dear Mr. Davis:

This letter is to provide language clarity of language used within the memorandum of understanding between the City of Sacramento (“City”) and Sacramento Police Officers Association (“SPOA”) regarding Holiday Pay.

Specifically, Section 14.1 (a-c), which states the following:

- a. The number of recognized holiday hours shall be one hundred and twelve (112) per fiscal year which shall accrue at four (4) hours and forty (40) minutes holiday credit on a bi-weekly basis over twenty-four (24) pay periods per year, which shall be the first two (2) pay periods of each month. Employees in paid status for less than forty (40) hours in a bi-weekly pay period shall accrue no holiday credit. Employees in paid status for forty (40) or more hours shall accrue a percentage based on hours worked from 50% up to 100%.
- b. At the option of the City, the employee shall be given one day off with pay for accrued holiday credit on a one-day for one-day basis. An employee who terminates employment shall be paid at straight time for accrued holiday credit.
- c. Holiday accumulations shall be limited to a total of one hundred and twelve (112) hours. All accrued holiday time in excess of one hundred and twelve (112) hours in any bi-weekly pay period shall be paid to the employee at his/her straight-time hourly rate.

It was, and continues to be, the intent of the parties since the inception of the language in the 1984 memorandum of understanding, and adopted in each subsequent memorandum of understanding (MOU), that “straight-time hourly rate” includes the employee’s base hourly rate of pay and applicable special compensation as provided in Government Code section 571 that the employee is eligible for at the time of payment.

This agreement does not establish a percent, nor does it interpret any employee rights under the language of the Labor Agreements, the Rules and Regulations of the Civil Service Board or any applicable policies and procedures of the Sacramento Police Department or the City of Sacramento except as except as expressly stated herein.


This agreement memorializes and constitutes the entire understanding between the parties as to all matter referred to or included herein, and supersedes and replaces all prior negotiations, proposed discussions, whether written or oral.


If this is your understanding of the agreement reached, please sign and date as indicated below and return one original to Labor Relations. I have enclosed an additional original for your files.

Sincerely,

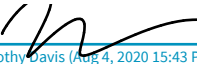
  
Dawud Brewer (Jul 29, 2020 15:27 PDT)  
Dawud Brewer  
Labor Relations Officer

FOR THE CITY:

AGREED TO:  
  
Shelley Banks-Robinson  
Human Resources Director

AGREED TO:  
  
Aaron Donato  
Labor Relations Manager

FOR THE UNION:

AGREED TO:  
  
Timothy Davis (Aug 4, 2020 15:43 PDT)  
Timothy Davis  
President, SPOA

APPROVED AS TO FORM:  
  
Brett M. Witter (Jul 29, 2020 14:57 PDT)  
Brett M. Witter  
Supervising Deputy City Attorney