SIDE LETTER OF AGREEMENT BETWEEN
CLAREMONT POLICE OFFICERS' ASSOCIATION (CPOA)
AND
THE CITY OF CLAREMONT REGARDING
ADDING THE JUNETEENTH HOLIDAY AND CLARIFYING THE CITY'S PRACTICE
FOR FLOATING HOLIDAY HOURS

This Side Letter of Agreement is entered into between the Claremont Police Officers' Association (CPOA) and the City of Claremont (City).

The purpose of said Side Letter Agreement is to revise **Article XXVI** of the CPOA Memorandum of Understanding (July 1, 2021 - June 30, 2025) ("MOU") currently in effect.

The parties agree to the following amendment to the CPOA MOU:

ARTICLE XXVI – HOLIDAYS

A. AUTHORIZED HOLIDAYS:

All unit employees shall be entitled to the following holidays with pay each calendar year and such other days as may be designated by action of the City Council:

1. New Year's Day (January 1st)
2. Martin Luther King, Jr. Day (The third Monday in January)
3. Presidents' Day (The third Monday in February)
4. Memorial Day (The last Monday in May)
5. Juneteenth (June 19th)
6. Independence Day (July 4th)
7. Labor Day (The first Monday in September)
8. Veterans Day (November 11th)
9. Thanksgiving Day (Fluctuates - Thursday in November)
10. Day after Thanksgiving
11. Christmas Day (December 25th)

The specific days that City employees will observe the holiday may be determined by the City Council and/or the City Manager. The City Manager is empowered to determine whether the City shall observe special days of declaration by the President or Governor as a day of public fast, thanksgiving, mourning or holiday, as well as determine if Christmas Eve, and/or any other day shall be a holiday.

Employees shall receive holiday pay equal to the number of hours they are scheduled to work on a holiday or the number of hours actually worked on a holiday, whichever is greater. Those employees normally scheduled off on a holiday will receive holiday pay of eight (8) hours.

Application: A recognized holiday is from midnight the night prior through midnight the day of the holiday. For example, the July 4 holiday is from July 3 at 2400 hours through July 4 at 2400 hours.

Example 1: An officer has a regularly scheduled day off on July 4, and does not work that day. That officer receives eight (8) hours of holiday pay.

Example 2: An officer works July 3 from 1900 hours through July 4 at 0700 hours, and is off work the rest of July 4. That officer worked 7 hours of the holiday (2400-0700 hours), but will receive eight (8) hours of holiday pay since eight (8) hours is the minimum.

Example 3: An officer works July 3 from 1900 hours through July 4 at 0700 hours, and works again July 4 from 1900 hours through July 5 at 0700 hours. That officer is considered working the holiday from July 3 at 2400 hours through July 4 at 0700 hours, and July 4 at 1900 hours through 2400 hours, for a total of 12 hours. That officer would receive 12 hours of holiday pay.

Example 4: An officer works July 3 from 1900 hours through July 4 at 0700 hours, and works again July 4 from 1500 hours through 2300 hours. That officer is considered working the holiday from July 3 at 2400 hours through July 4 at 0700 hours, and July 4 at 1500 hours through 2300 hours, for a total of 15 hours. That officer would receive 15 hours of holiday pay.

Example 5: A detective would normally be scheduled to work 10 hours on July 4, but is taking the day off using 10 holiday hours. Those 10 hours are considered holiday pay, so no additional holiday pay is awarded.

Example 6: A detective would normally be scheduled to work 10 hours on July 4, but is taking the day off using 10 holiday hours. The detective works five (5) hours overtime at the fireworks show. The detective receives no additional holiday pay, since 10 hours of holiday has already been paid, which is greater than the actual time worked (5 hours).

Example 7: An officer is normally scheduled to work July 3 from 1900 hours through July 4 at 0700 hours, but takes time off using vacation. The officer then works July 4 from 1900 hours through July 5 at 0700 hours. The 5 hours from July 3 at 1900 hours through 2400 hours are charged to vacation. The 7 hours from July 3 at 2400 hours through July 4 at 0700 hours are charged to holiday pay instead of vacation. The 5 hours on July 4 at 1900 to 2400 hours are considered working on the holiday, so the officer will receive holiday pay for those hours. The officer will receive a total of 12 hours holiday pay (the seven (7) hours used to take the day off, and the five (5) hours earned while working).

B. FLOATING HOLIDAY HOURS:

All Unit employees shall receive forty (40) floating holiday hours each calendar year,

which shall be credited to the employee the first pay period in January.

All Unit employees may also accrue additional floating holiday hours during the calendar year in lieu of receiving holiday pay. Such hours shall be accrued at straight time.

Floating holiday hours may be used at any time subject to: 1) use in at least one (1) hour increments; and 2) a minimum of fourteen (14) days advance approval. In the case of emergency or unforeseen circumstance, the fourteen days notification requirement may be waived.

Employees may cash out up to forty (40) floating holiday hours each calendar year. These hours shall be compensable on the pay date closest to December 1 of each calendar year.
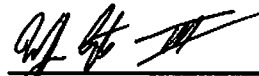
Any remaining floating holiday hours must be used by December 31 of the same calendar year or shall be forfeited.

The employees understand that the agreement to this section constitutes a waiver of Labor Code Section 227.3.

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This change shall be in effect until the parties fully execute a successor MOU.

Both parties do hereby concur with the revision to Article XXVI provided in this agreement amending the current MOU. Therefore, both parties duly execute the side letter agreement.

**CLAREMONT POLICE
OFFICERS' ASSOCIATION:**   **CITY OF CLAREMONT:**

_____   _____
William Etue   **Jamie Earl**
CPOA President   **Assistant City Manager**

Date: 3/27/23   **Date:** 4/12/23