

SIDE LETTER OF AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING

**CITY OF TUSTIN
and
TUSTIN POLICE OFFICERS ASSOCIATION – POLICE OFFICER REPRESENTATION UNIT**

TERM: July 1, 2018 to June 30, 2021

The City of Tustin (“City”) and the Tustin Police Officers Association – Police Officer Representation Unit (TPOA) previously agreed to compensation for Advance Holiday Pay, as set forth in the memorandum of understanding (MOU) for the period July 1, 2018 through June 30, 2021. The MOU describes the procedures for the provision of Advance Holiday Pay, which automatically provides an employee with advance payment for all twelve holidays for the calendar year in January of that calendar year, unless an employee meets the criteria for an exception as noted in the MOU.

Since an employee must re-pay the City for any Holidays that occur when the employee was not on fully paid status, the parties wish to add an additional exception in which an employee would not receive a full payment of Advance Holiday Pay. Accordingly, a new paragraph shall be added to Article 29.D as follows:

If at the time Advance Holiday Pay is being processed, the employee has submitted a written resignation letter to the Human Resources Department with a separation date in the upcoming calendar year, the employee will only receive Advance Holiday Pay for the holidays that will occur prior to the employee’s separation date, as noted on the resignation letter. If the employee’s circumstances change and the employee remains employed and in fully paid status beyond the separation date documented in the resignation letter, the employee will be paid for any additional holidays in that calendar year as they occur.

FOR THE CITY OF TUSTIN

**FOR THE TUSTIN POLICE OFFICERS
ASSOCIATION – POLICE OFFICER
REPRESENTATION UNIT**

Derick Yasuda, Director of Human Resources

Robert Nelson, President

Date

Date