

**Side Letter Agreement
City of Santa Cruz and
Supervisory Employees of the City of Santa Cruz**

(June 27, 2020)

Pursuant to the provisions of the Meyers-Milias-Brown Act ("MMBA"), this Side Letter of Agreement (the "Side Letter Agreement") is entered into between the City of Santa Cruz (the "City") and the Supervisory Employees of the City of Santa Cruz, OE3 (the "Union") as an amendment to the Memorandum of Understanding effective August 24, 2019 through August 19, 2022 ("MOU").

It is understood and agreed that the specific provisions contained in this Side Letter Agreement shall supersede any previous agreements, whether oral or written, regarding the matters contained herein. Except as provided herein, all wages, hours and other terms and conditions of employment presently enjoyed by the Union in the MOU shall remain in full force and effect.

The City and the Union have met and conferred in good faith in accordance with the MMBA, concerning the terms and conditions of this Side Letter Agreement and agree to the following effective June 27, 2020:

13.08 Overtime

The Union understands that from time to time employees may be directed to work overtime hours. To the extent possible, employees will be given advance notification. An employee may be excused from overtime work for legitimate reasons.

Overtime shall be defined as all management authorized hours in a paid status in excess of forty (40) hours per week, which are contiguous with the employee's regular work schedule, excluding voluntary training. Overtime shall be computed at the rate of one and one-half (1-1/2) times the base hourly rate or may be converted to compensatory time off at the rate of one and one-half times (1-1/2) the hours worked.

Compensatory time off shall not be allowed to accumulate beyond one hundred (100) hours at any given time. Any accrued and unused compensatory time earned during the calendar year will be paid out on the last pay date in December each year and employees will not be permitted to carry over unused compensatory hours at the conclusion of the calendar year.

Employees with accrued compensatory time off may choose from the following options:

- To use such time within a reasonable period in the same calendar year as it was earned after making the request, unless such time off will unduly disrupt the operations of the department.
- To roll over any accrued and unused compensatory time earned during the calendar year into a City-sponsored deferred compensation plan anytime during the calendar year.
- To cash out all or part of the accrued and unused compensatory time anytime during the calendar year

- Any remaining balance will be either rolled over to deferred comp or paid out as described above on the last payday in December.

**Supervisory Employees of the
City of Santa Cruz, OE3**

City of Santa Cruz

Date: 6/18/2020
By: Michael Moore
Michael Moore

Date: June 18, 2020
By: Tim Davis
Tim Davis

Date: 6/11/2020
By: Ezekiel Bean
Ezekiel Bean, President

Date: Lisa Murphy
By: Lisa Murphy
Lisa Murphy, Human Resources Director