

SIDE LETTER OF AGREEMENT

Between

The Santa Cruz Police Officers Association

and

The City of Santa Cruz

August 21, 2020

Santa Cruz Police Officers Association (POA) and the City of Santa Cruz (City) are parties to a Memorandum of Understanding (MOU) that expires on March 3, 2023. The POA and City are collectively referred to as the "Parties."

As set forth below, in response to the emergency staffing provisions instituted by the Santa Cruz Police Department in response to the Coronavirus pandemic, and having subsequently met and conferred in good faith in accordance with the Meyers-Milias-Brown Act, the Parties enter into this Side Letter of Agreement to temporarily suspend the enforcement of certain provisions of the MOU with respect to Holidays and Vacation Hours. This Side Letter Agreement shall be effective from August 21, 2020 through February 21, 2021 unless mutually agreed upon by the parties.

I. Holidays

- A. For the duration of this Agreement, the City agrees to allow all current employees in POA represented classifications who have forfeited unused Holiday Hours pursuant to MOU Sections 15.02 and 15.03 as of July 14, 2020 to have those hours restored ("Restored Holiday Hours"). Those Restored Holiday Hours cannot be cashed out, can only be used for paid time off and must be used on or before February 21, 2021. Any unused Restored Holiday Hours as of February 21, 2021 will be forfeited without compensation. None of the Restored Holiday Hours are eligible to be converted into vacation hours under MOU Section 15.3. If an employee leaves City employment prior to the expiration date of this Agreement, all of the Restored Holiday Hours will be forfeited without compensation.

II. Rate of Maximum Vacation Accrual

- A. For the duration of this Agreement, the City agrees to allow those members of the POA who are currently employed and have exceeded the maximum vacation accrual cap pursuant to MOU Sections 16.01 and 16.02 since July 11, 2020 to have those hours over the maximum vacation accrual cap to be converted to Administrative Leave Hours. In addition, any POA represented employee who exceeds their maximum vacation accrual cap from July 11, 2020 until February 21, 2021 will also have the hours in excess of the vacation accrual cap converted to Administrative Leave Hours. These Administrative Leave Hours will be utilized pursuant to the same terms and conditions as any other form of paid leave accrued by employees (e.g., vacation, compensatory time off, and

sick leave), but cannot be cashed out and can only be used for paid time off. All Administrative Leave Hours in this Agreement must be used on or before by February 21, 2021. Any Administrative Leave hours not used by the end of February 21, 2021 will be forfeited without compensation. Employees will make every effort to bring their vacation balances below their caps during this time, and the Department will not unreasonably deny any request to utilize any Administrative Leave Hours. If an employee leaves City employment prior to the expiration date of this Agreement, all unused Administrative leave hours under this Agreement will be forfeited without compensation.

FOR THE SANTA CRUZ POA

FOR THE CITY OF SANTA CRUZ



Mark Eveleth, POA President



Lisa Murphy, Director of Human Resources



Scott Garner, Vice President



Tim Davis, Burke, William & Sorensen LLP

9/1/20
Date

9/4/20
Date