

**AMENDMENT TO THE
SIDE LETTER OF AGREEMENT BETWEEN
City of Santa Cruz Operating Engineers Local 3 - Supervisory Unit
and the City of Santa Cruz Dated June 10, 2020**

City of Santa Cruz Operating Engineers Local 3 - Supervisory Unit (OE3 Supervisory Unit) and the City of Santa Cruz (City) are parties to a Memorandum of Understanding (MOU) that expires on August 19, 2022.

Having met and conferred in good faith the parties wish to memorialize their Agreement to amend the Side Letter Agreement Dated June 10, 2020 which modified their MOU with respect to personnel cost savings which was effective June 27, 2020 through June 25, 2021.

The City is expected to receive \$15 million in funds from the American Rescue act over two years. These funds will allow the City to terminate the Side Letter Agreement six weeks early, effective May 14, 2021.

The following items remain in effect pursuant to the original Side Letter Agreement:

1. For the duration of this agreement, the reinstatement period defined in Section 17.05 (Reinstatement) of the MOU will be extended to thirty-six (36) months.
2. For the duration of the furlough and eighteen months beyond, starting with the original termination date, June 25, 2021, the accumulation of vacation time shall be expanded to allow three times the annual rate of accrual.
3. The language of any section of the MOU not modified by this agreement shall remain in effect for the duration of the term of the original MOU.

In addition, the parties agree to the following:

1. Until the end of the term of the original Side Letter Agreement (June 25, 2021), Supervisor employees may request to continue to work 10% furlough.
2. Overtime hours will be calculated based on a 40 hour work week if an employee continues with the 10% furlough.
3. Employees may use paid time off such as vacation or compensatory time or Voluntary Time-Off (unpaid) leave. VTO hours will not be calculated towards overtime.
4. While approval is dependent upon the specific needs of the department, Department Heads shall recognize and respect the needs of employees with child care, elder care, and other time conflicts due to or exacerbated by the Covid-19 pandemic and shall, whenever possible, grant these requests for continuation of a 10% furlough

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

City of Santa Cruz

Date: 05/05/2021

Date: 05/05/2021

By: Michael Moore
Michael Moore

By: Lisa Murphy
Lisa Murphy, Human Resources Director

By: Ezekiel Bean
Ezekiel Bean, President

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