

Side Letter Agreement
City of Santa Cruz and the
Supervisory Employees of the City of Santa Cruz Operating Engineers, Local #3
(Effective September 26, 2023)

Pursuant to the provisions of the Meyers-Milias-Brown Act (“MMBA”), this Side Letter of Agreement (the “Side Letter Agreement”) is entered into on September 26, 2023, between the City of Santa Cruz (the “City”) and the Supervisory Employees of the City of Santa Cruz Operating Engineers, Local #3 (“OE3”) as an amendment to the Memorandum of Understanding that is effective November 12, 2022 through December 5, 2025 (“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 the pay period starting October 14, 2023:

13.10.03 Compensation

A. Weekdays

Duty personnel shall receive two (2) hours of their base hourly salary for a sixteen (16) hour assignment.

B. Weekends

Duty personnel shall receive three (3) hours of their base hourly salary for a twenty-four hour (24) assignment.

C. Holidays (City Designated Eight (8) Hour Holidays)

Duty personnel shall receive eight (8) hours of their base hourly salary for a twenty-four (24) hour assignment.

D. Holidays (City Designated Four (4) Hour Holidays)

Duty personnel shall receive four (4) hours of their base hourly salary for a twenty (20) hour assignment.

E. All duty hours actually worked outside the employee's regularly scheduled shift shall be compensated at the overtime rate, except after twelve (12) hours worked within a continuous shift or within a 24-hour period, or if work hours occur between the hours of twelve a.m. (12a.m.) and seven a.m. (7a.m.), where hours worked will be compensated at two (2) times base pay. A minimum of two (2) hours of overtime will be paid for callouts of less than two (2) hours. An additional minimum will not be paid if an employee is required to perform an additional duty call and the time of return is within the previous duty call minimum.

13.10.03 Fatigue Pay

A. The intent of fatigue pay is to provide a sufficient time for rest between a significant period of work and the start of the next regularly schedule work shift by replacing regularly scheduled straight time hours, of actual time worked, with regular paid rest time, as indicated below.

If the assigned duty person or crew member assisting the duty person is required to respond to a call that requires them to work hours between twelve a.m. (12a.m.) and seven a.m. (7a.m.), the employee shall be entitled to a rest period as follows prior to returning to work:

Fatigue pay requires a two-hour minimum of work assignment as defined by Duty Assignment, Section 13.10.02.

Hour Range	Worked Between	Fatigue Pay Owed:
Two (2) Hour	12a.m.-7a.m	Two (2) Hour Fatigue Pay Minimum
Three (3) Hour		Three (3)
Four (4) Hours or More		Eight (8)

B. If the assigned Duty person or crew member works four (4) hours or more on a regularly scheduled day off or City Holiday, and any portion is past midnight, the employee(s) shall be entitled to an eight (8) hour rest period.

C. If any portion of the rest period occurs during the employee's regular schedule, the employee shall receive regular paid compensation for that time.

D. An employee shall have the option of receiving compensatory time off for the duty assignment compensation and hours worked.

13.07.01 Water Plant Lone Operator

The Water Treatment Supervisor IV/Water Treatment Supervisor V - Chief Plant Operator assigned to the Water Treatment Facility will receive four dollars (\$4.00) per hour additional shift differential subject to meeting all the conditions listed below: A. Fully qualified to operate the Graham Hill Treatment plant without direct supervision as determined by the Superintendent of Water Treatment and Production. B. Works at least six hours without any other qualified Treatment Operators present. If the above conditions are met, then the shift differential will be paid for all hours actually performing the duties as the "stand-alone" Treatment Operator.

13.07.02 Wastewater Plant Lone Operator

A Senior Plant Operator assigned to the Wastewater Treatment Facility will receive four dollars (\$4.00) per hour additional shift differential subject to meeting all the conditions listed below: A. State Water Resources Control Board Grade 3 Wastewater Plant Operator Certification. B. Fully qualified to work at the City of Santa Cruz Wastewater Treatment Plant as the Lone Operator. C. Works at least four (4) hours alone as the only operator

(except for callback responses). If the above conditions are met, then the shift differential will be paid for all hours worked on assigned "lone operator" shift.

13.11.03 Compensation

A. Regular Days On-call personnel shall receive 1(1.0) hour of their base hourly salary for each eight (8) hour on-call assignment or portion thereof.

B. City Designated Eight (8) Hour Holidays For on-call assignment that falls on a City designated eight (8) hour holiday, on-call personnel shall receive two (2) hours of their base hourly salary for each eight (8) hour on-call assignment or portion thereof.

Santa Cruz Supervisory OE3

DocuSigned by:
By: Jennie Munster
89261E962B95430...
Jennie Munster, OE3 President

Date: 9/8/2023

DocuSigned by:
By: Jessica Bond
2B8C76A2D66245B...
Jessica Bond, OE3 Secretary

Date: 9/8/2023

DocuSigned by:
By: Daniel Lawson-Thomas
E8CFCD3AC4BA4FB...
Daniel Lawson-Thomas, OE3 Member at Large

Date: 9/12/2023

DocuSigned by:
By: Michael Moore
38507A3FBBAE474...
Michael Moore, OE3 Representative

Date: 9/9/2023

City of Santa Cruz

DocuSigned by:
By: Sara De Leon
8DC5292DB2554DF...
Sara De Leon, Chief People Officer

Date: 9/7/2023

DocuSigned by:
By: Tim Davis
EA422B8C5C664CD...
Tim Davis, Attorney

Date: 9/11/2023