

SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SANTA CLARA

AND

THE MISCELLANEOUS UNCLASSIFIED MANAGEMENT EMPLOYEES
(UNIT 9)

USE OF COMPENSATORY TIME OFF (CTO)

The City and Unit 9 acknowledge the following that employees represented by Unit 9 have historically used Compensatory Time Off, or CTO, to take partial leave during their workday, even though CTO is leave earned in lieu of pay for overtime worked and that employees represented by Unit 9 are exempt employees. While this has been a historical practice, it appears that CTO was used on a limited basis by employees represented by Unit 9.

The City and Unit 9 also acknowledge that employees who work an alternative work schedule were required to code every hour over eight (8) hours using either CTO or their own accrued leave for any holiday that fell on a regularly scheduled work day that consisted of more than eight (8) hours. In addition, employees were allowed, when possible, to take an alternative day off to make up for the holiday.

In resolution of any disputes surrounding the use of CTO by employees represented by Unit 9, the parties hereby agree as follows:

1. Effective the first full pay period after approval by City Council:
 - a. Employees represented by Unit 9 will not be eligible to use or code Compensatory Time Off (or "CTO").
 - i. The City will not make any retroactive pay adjustments for employees to use or code CTO.
 - ii. For those employees whose offer letters specifically provide for the use of CTO, the City will coordinate directly with the impacted employees as needed.
 - b. Employees represented by Unit 9 will be eligible for the "4-Hour Rule," subject to supervisory approval.

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- i. This means that employees, subject to supervisory approval, are not generally required to report any management, vacation and/or sick leave of four (4) or less hours.
 - ii. This is intended to be used on a very limited basis and is not intended to be used regularly. Accordingly, employees may still be required to report management, vacation and/or sick leave for absences of four (4) or less hours at the discretion of the Department.
 - c. Employees represented by Unit 9 who work an alternative work schedule will be required to use their own accrued leave for every hour over eight (8) hours for any holiday that fell on a regularly scheduled workday that consisted of more than eight (8) hours.
 - i. If a holiday falls on an employee's regular day off, the employee may be eligible to take an alternative day off to make up for the holiday to the extent it is possible and subject to supervisor approval. Such alternative day off must be taken during the same pay period as the holiday.
- 2. Upon the effective date of this Side Letter Agreement, the terms of this Side Letter Agreement shall supersede any term of the [Unit 9 Memorandum of Understanding \("MOU"\)](#) related to the use of CTO.
 - a. The terms of this Side Letter Agreement will be incorporated into the Unit 9 MOU, and the relevant sections of the MOU shall be updated accordingly, including but not limited to:
 - i. Section 19(B)(6) under the "Emergency Paid Leave Program" shall be amended as follows:

"Employees, appointed Council officers, and the elected City Clerk may contribute earned vacation, ~~CTO~~ or cash to the Emergency Paid Leave Pools of other City bargaining groups."
 - ii. Section 16(A)(2) under "Sick Leave/Family Leave/Personal Leave" shall be amended as follows:

"Use of sick leave will be under the same terms and conditions as are now in place. Vacation, ~~Unclassified CTO~~, and Management Leave may be used to supplement sick leave with Department Head approval, as permitted and set forth in CMD 30."
 - iii. Section 24(C) under "Industrial Injury/Continuation of Insurance Benefits While On Workers' Compensation" shall be amended as follows:

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“The employee has supplemented his/her workers’ compensation benefit with sick leave, vacation, ~~unclassified CTO~~, management leave or other paid leave sufficient to qualify for payment of the health/dental/life insurance premium and is no longer entitled to any salary from the City.”

- 3. This Side Letter Agreement shall not establish precedent for future agreements and shall not be construed or implied to obligate the City or Unit 9 to enter into any similar agreements in the future.
- 4. This Side Letter Agreement shall become effective when signed by all parties below and upon approval by City Council.

FOR THE CITY:

Aracely
Azevedo

 Digitally signed by Aracely Azevedo
Date: 2021.02.16 21:01:41 -08'00'

Aracely Rodriguez Date
Director of Human Resources

FOR UNIT 9:

Christopher
Jackson

 Digitally signed by Christopher Jackson
Date: 2021.02.11 12:47:22 -08'00'

Christopher Jackson Date
President, Unit 9