

**AMENDMENT ONE TO SIDE LETTER AGREEMENT
BETWEEN THE COMMUNICATIONS OFFICERS' ASSOCIATION AND
THE CITY OF SUNNYVALE**

This Amendment is entered into by and between the Sunnyvale Communications Officers' Association ("COA") and the City of Sunnyvale ("City").

RECITALS

1. The City and COA entered into a Side Letter Agreement (Attachment A) on or about May 17, 2019, regarding a temporary change to 12-hour schedules (the "Schedule Change") for COA employee schedules for the period of May 19 through September 21, 2019.
2. The Parties wish to extend the term of the side letter to continue the Schedule Change through December 28, 2019.

AGREEMENT

Now, therefore, the Parties agree to amend the Side Letter as follows (amendments shown in redline):

It is therefore agreed that the City and COA will implement a temporary change to employees schedules effective May 19, 2019, and continuing through December 28, 2019:

- 1) Employee shift start times will temporarily change from 4:30AM, 5:30AM, 6:30AM, and 8:30AM to 5:00AM and 7:30AM and shift end times will change from 3:30PM, 4:30PM, 5:30PM, and 7:30PM to 5:00PM and 7:30PM. Shift start times for employees working nights will temporarily change from 3:30PM, 4:30PM, 5:30PM, 7:30PM to 5:00PM and 7:30PM with an ending time of 5:00AM and 7:30AM. An additional shift start time of 10:00AM or 2:00PM may be filled during this period with overtime based upon staff availability.
- 2) Employees will work one hour of mandatory overtime per scheduled shift (11 hour shifts will be scheduled as 12 hour shifts).
- 3) The additional hour per shift will be paid as overtime, pursuant to the Article 36 of the MOU.
- 4) Any additional overtime hours, mandatory or optional, will be paid pursuant to Article 36 of the MOU.
- 5) The City and COA agree to meet and confer to discuss an extension of this agreement, if necessary, no later than October 16, 2019. If the parties agree to extend the term of the schedule change described in this side letter, they shall document the extension in writing. If the parties do not agree to an extension prior to December 28, 2019, this side letter will expire and the employee schedules will revert to those in effect prior to implementation of this side letter.

Agreed to this 23rd day of August, 2019.

FOR THE CITY


City Manager


Human Resources Director

FOR COMMUNICATIONS OFFICERS' ASSOCIATION


President


Vice-President

Attachment:

1. May 17, 2019 Side Letter

**SIDE LETTER AGREEMENT
BETWEEN THE COMMUNICATIONS OFFICERS' ASSOCIATION AND
THE CITY OF SUNNYVALE**

This side letter is entered into by and between the Sunnyvale Communications Officers' Association ("COA") and the City of Sunnyvale ("City"). COA and the City have met as a Labor-Management Committee and discussed staffing needs in the Communications Operations Center, specifically during the period beginning on May 19, 2019 through September 21, 2019

THE PARTIES AGREE AS FOLLOWS:

The Memorandum of Understanding ("MOU") between the City and COA expires on December 31, 2021. Article 36, Hours of Work and Overtime provides the following: Overtime work shall be defined as any time worked in excess of the assigned schedule. All hours worked in excess of an employee's assigned schedule shall be compensated at least at the rate of one and one-half times the employee's hourly rate of pay provided by the MOU. The City is committed to honoring its overtime obligations under the Fair Labor Standards Act (FLSA) and will comply with the FLSA regulations. Employees shall receive overtime pay consistent with a lawful FLSA methodology, or MOU overtime, whichever yields a higher amount. Employees should have a reasonable expectation of a consistent schedule. Schedule changes should be made for operational needs and not solely for the purposes of avoiding overtime.

Further, Article 38, Special Schedules, provides: The City and COA may agree to special schedules.

Additionally, Article 42, Labor Management Committee, indicates: Recommendations of a majority of the Committee shall be routed through the Communications Manager to the Director of the Public Safety Department. The parties agree that such meetings shall not be negotiations. Therefore, the results of the meetings shall not be binding on the parties unless they develop and execute a document that memorializes their results and that is ratified by COA and the appropriate City representatives.

AGREEMENT

It is therefore agreed that the City and COA will implement a temporary change to employees schedules effective May 19, 2019, and continuing for approximately four (4) months until September 21, 2019:

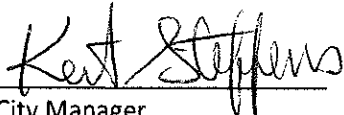
- 1) Employee shift start times will temporarily change from 4:30AM, 5:30AM, 6:30AM, and 8:30AM to 5:00AM and 7:30AM and shift end times will change from 3:30PM, 4:30PM, 5:30PM, and 7:30PM to 5:00PM and 7:30PM. Shift start times for employees working nights will temporarily change from 3:30PM, 4:30PM, 5:30PM, 7:30PM to 5:00PM and 7:30PM with an ending time of 5:00AM and 7:00AM. An additional shift start time of 10:00AM or 2:00PM may be filled during this period with overtime based upon staff availability.
- 2) Employees will work one hour of mandatory overtime per scheduled shift (11 hour shifts will be scheduled as 12 hour shifts).
- 3) The additional hour per shift will be paid as overtime, pursuant to the Article 36 of the MOU.

- 4) Any additional overtime hours, mandatory or optional, will be paid pursuant to Article 36 of the MOU
- 5) The City and COA agree to meet and confer to discuss an extension of this agreement, if necessary, no later than September 5, 2019.

This side letter will expire on September 21, 2019.

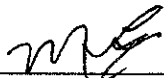
Agreed to this 17 day of May, 2019.

FOR THE CITY



City Manager

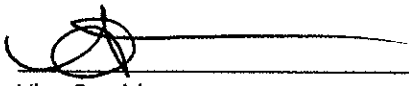
FOR COMMUNICATIONS OFFICERS' ASSOCIATION



President



Human Resources Director



Vice-President