

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND
THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME, LOCAL NO. 101 (MEF)

Calculation of Overtime for Employees in the Police Data Specialist Series PILOT PROGRAM

The City and the Union acknowledge that the MEF Memorandum of Agreement (MOA) has the following language regarding the calculation of overtime compensation:

- 7.12.1 Hours assigned and worked in excess of forty (40) hours per week shall be compensated by overtime pay or compensatory time at 1.5 times the hourly rate for the number of overtime hours worked. With the exception of Holiday Leave, paid time off shall not be considered time worked for the purpose of calculating eligibility for overtime.

Employees in the Police Data Specialist class series listed below in the Police Department are often required to work mandatory overtime shifts due to the twenty-four hour operations of the Police Department.

- Police Data Specialist I
- Police Data Specialist I (PT)
- Police Data Specialist II
- Police Data Specialist II (PT)
- Senior Police Data Specialist
- Supervising Police Data Specialist

In recognition of the circumstances listed above, effective the first pay period after this agreement has been signed by all parties below and has been approved by the City Council, paid time off (excluding sick leave) shall be considered time worked for the purpose of calculating eligibility for overtime compensation for employees in the classifications in the Public Data Specialist class series listed above, and only during the term of this Pilot Program.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA, and shall expire **on June 30, 2018**. Either party may, at any time, terminate the Pilot Program prior to June 30, 2018, upon fifteen (15) day advance written notice being provided to the other party.

FOR THE CITY:

J Schembri
Jennifer Schembri
Interim Director of
Employee Relations

6/12/15
Date

FOR THE UNION:

Yolanda A. Cruz
Yolanda Cruz
President
MEF, AFSCME Local 101

6/12/15
Date

Charles Allen
Charles Allen
Business Agent
AFSCME, Local 101

6-12-15
Date