

**SIDE LETTER OF AGREEMENT
BETWEEN CITY OF MOORPARK AND
SERVICE EMPLOYEES INTERNATIONAL
UNION CTW, CLC, LOCAL 721**

This Side Letter of Agreement ("SIDE LETTER OF AGREEMENT") is by and between the City of Moorpark ("CITY") a Municipal corporation, located in the County of Ventura, State of California, and Service Employees International Union CTW, CLC, Local 721 ("SEIU LOCAL 721"), and is made and entered into this 8th day of April, 2020, by and between the CITY and SEIU LOCAL 721 with reference to the following recitals:

RECITALS

WHEREAS, SEIU LOCAL 721 is the exclusively recognized employee organization for the Competitive Service employees of the CITY; and

WHEREAS, SEIU LOCAL 721 entered into a Memorandum of Understanding with the CITY, effective for a term effective from July 1, 2018, up to and including Midnight, June 30, 2020 (MOU); and

WHEREAS, the CITY and SEIU LOCAL 721 have met and conferred on a SIDE LETTER OF AGREEMENT to temporarily modify the "STANDBY PREMIUM PAY" language in the MOU for the purpose of increasing standby compensation through the expiration date of the 2018-2020 MOU; and

WHEREAS, this SIDE LETTER OF AGREEMENT shall expire on June 30, 2020.

NOW, THEREFORE, the CITY and SEIU LOCAL 721 agree as follows:

- I. A new Section 607 is hereby added to ARTICLE 6, SALARY PLAN AND COMPENSATION, of the MOU to read as follows:

"STANDBY PREMIUM PAY: Competitive Service employees who are placed on standby duty to respond to emergencies shall be compensated \$3.00 per hour for a regular work day and \$4.00 per hour for a non-regular work day (holiday, weekend, or regular day off). The hourly rate for standby shall be calculated to the nearest one quarter hour of assigned standby duty."

- II. Section 1406.I of the 2018-2020 MOU (pertaining to Standby Premium Pay language to be amended in the Resolution of the City Council establishing Personnel Rules for Competitive Service Employees) is agreed to be amended and replaced in its entirety for the term of this SIDE LETTER OF AGREEMENT to read as follows:

Section 4.12.2. Standby Premium Pay: Should an employee be placed on standby duty, such employee shall be compensated for actual time on call

consistent with the compensation approved in a Memorandum of Understanding (MOU), including any Amendment or Side Letter of Agreement to the MOU for Competitive Service employees.

Actual time worked as a result of a callback to duty shall be paid in accordance with Section 4.12.1 (Callback). No employee shall be paid an hourly rate for callback and standby simultaneously. Employees who fail to or refuse to respond to phone calls when assigned to standby duty shall not receive standby pay for that assigned shift. Employees standby hours shall not constitute hours worked under the Fair Labor Standards Act.

Standby duty requires that employees so assigned:

1. Be readily reachable at all times when on standby duty by a City cell phone if provided or employee cell phone or home phone.
2. Refrain from activities which might impair the employee's ability to perform their assigned duties.
3. Be ready while on standby duty to respond to call back duty within a thirty (30)-minute response time to the employee's primary worksite.

The City will establish a Standby calendar showing the names of the employees scheduled to work standby duty, and a preliminary standby schedule will be posted no less than one month in advance. Standby schedule change requests by employees should be submitted to a supervisor or department head for approval consideration no less than one work day in advance of the scheduled standby duty (except as described in this paragraph for an emergency or unplanned situation) to ensure there is time for the supervisor or department head to find another employee available to accept the standby duty assignment. If an employee is scheduled for standby and determines after regular work hours that he or she cannot respond to standby duty telephone calls and call back duty due to an emergency or unplanned situation, such as illness or lack of child care, the employee shall notify their supervisor or department head by telephone call and/or text message of the required scheduling change. All schedule changes must be updated on the Standby calendar no later than the next regular work day and prior to timesheet submittal to ensure accurate timesheet reporting.

Standby duty pay may not apply when a City's Emergency Operations Center has been activated and an employee is assigned to a work shift other than his/her regular shift.

III. Remaining Provisions:

Except as revised by this SIDE LETTER OF AGREEMENT, all of the provisions of the 2018-2020 MOU shall remain in full force and effect.

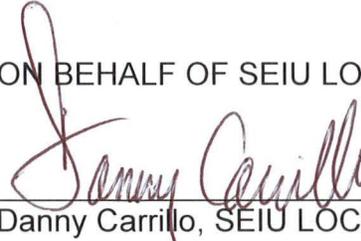
IN WITNESS WHEREOF, the parties hereto have caused this SIDE LETTER OF AGREEMENT to the 2018-2020 MOU between LOCAL 721 and the CITY to be executed the day and year first above written.

ON BEHALF OF THE CITY:



Troy Brown, City Manager

ON BEHALF OF SEIU LOCAL 721:



Danny Carrillo, SEIU LOCAL 721
Chief Negotiator

ATTEST:



Ky Spangler, City Clerk

