

**Second Amendment to MOU for the period of November 10, 2015 to June 30, 2017 between  
the City and CVEA/SEIU**

WHEREAS, the City and CVEA/SEIU have entered into a Memorandum of Understanding (MOU) for the Period of November 10, 2015 to June 30, 2017, covering specified items which are within the scope of representation, within the meaning of Government Code section 3504;

WHEREAS, pursuant to the terms of the MOU, Police Dispatchers and Police Dispatch Supervisors within the Police Communications Center may accrue compensatory time;

WHEREAS, the employees of the Police Communications Center have been significantly impacted by the use of compensatory time, including but not limited to, increased overtime costs, an increase in the frequency and number of employees required to work hours beyond their scheduled shift, and employees working longer hours, resulting in work shifts of over 16 hours and fatigued employees;

WHEREAS, the City and CVEA/SEIU desire to amend the MOU to clarify the circumstances under which the use of compensatory time should be considered unreasonable and unduly disruptive of dispatch operations; and

WHEREAS, the City and CVEA/SEIU have met and conferred in good faith, in compliance with Government Code section 3505, on the subjects covered by this Amendment.

NOW THEREFORE, the City and CVEA/SEIU agree to the following Amendment to the MOU:

1. Article 2.03 of the MOU shall now be amended to read as follows:

**ARTICLE 2.03            COMPENSATORY OVERTIME**

- I.     A record of compensatory overtime earned and used shall be maintained on the biweekly pay records. Compensatory overtime shall not be accrued to an employee's credit for any time in excess of 80 hours.
- II.    The decision to reimburse for overtime hours worked with compensatory time off in lieu of pay will be at the discretion of the employee for the first 40 hours per each fiscal year, but after 40 hours each fiscal year it shall be at the discretion of the supervisor and Appointing Authority based on the employee's request while recognizing the overall department staffing requirements.
- III.   The use of compensatory time off (CTO) shall be regulated by provisions of the Fair Labor Standards Act (FLSA) and any other provisions and requirements of the MOU, including any amendments thereto.

- IV. For employees in the police dispatcher (including trainees) and police dispatch supervisor classifications only, the following additional rules shall apply to the use of compensatory time off (CTO):
- a. Any request to use CTO which would result in another employee being ordered to fill a resulting staffing vacancy shall be considered an unreasonable disruption of operations and the request may be denied by the City.
  - b. No more than two employees may be authorized the use of discretionary time off with pay at the same time. For the purposes of this paragraph, discretionary time off includes, but is not limited to, the use of CTO, vacation leave, floating holiday leave, and work furlough leave. Discretionary time off does not include sick leave, bereavement leave, jury duty, court leave, military leave, or any other leave required by law.

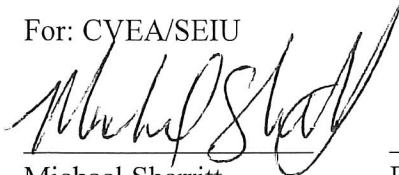
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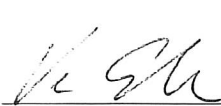
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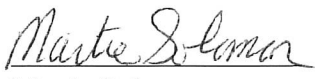
The City of Chula Vista and CVEA/SEIU agree to the Second Amendment to the MOU for the period of November 10, 2015 to June 30, 2017 for the City and CVEA/SEIU as contained herein.


For: CVEA/SEIU

  
Date 11/10/16  
Michael Sherritt  
SEIU 221, Worksite Organizer

For: the City of Chula Vista

 <sup>for DB</sup>  
Date 11-3-16  
David Bejarano  
Chief of Police

  
Date 11/19/16  
Martie Solomon  
CVEA President

  
Date 11/4/16  
Courtney Chase  
Director of Human Resources