

SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SAN JOSE

AND

THE MUNICIPAL EMPLOYEES' FEDERATION/AFSCME, LOCAL 101 (MEF)

Lunch Period for Part-Time Employees in the Library Department

The City and the Union acknowledge that the MEF Memorandum of Agreement (MOA) has the following language regarding unpaid lunches:

7.6.2 Lunch periods for Part-Time Employees. Part-time employees who are scheduled and/or work a shift of six (6) or more hours shall take at least a thirty (30) minute unpaid lunch period. Insofar as is possible, lunch periods shall be scheduled in the middle of the shift. The scheduling of lunch periods and the length of any lunch period is subject to supervisory approval.

In recognition of the operational needs of the Library Department and, notwithstanding Section 7.6.2 of the MEF MOA, effective the beginning of the pay period closest in time after this agreement has been signed and executed, the City and MEF agree that:

1. The terms of this Side Letter apply only to:
 - a. Part-time employees as described in the MEF MOA in classifications in the Library Department, **and**
 - b. Who are scheduled or have a work shift of **six (6) hours**.

The terms of the MEF MOA shall otherwise apply to part-time employees in the Library Department who are scheduled or have a work shift of less than six (6) hours, or more than six (6) hours.

2. By mutual agreement between the employee and the supervisor, an employee who is scheduled or has a work shift of six (6) hours may elect one (1) of the following break/rest period options during their six (6) hour shift:
 - a. One fifteen (15) minute paid break and one thirty (30) minute unpaid lunch/rest period; OR
 - b. One twenty (20) minute paid break/rest period with no other paid or unpaid breaks.

3. The break/rest period option elected by the part-time employee as described in Section 2 above:
 - a. Will be effective at the beginning of the pay period after the employee's election and will remain in effect for all similarly scheduled six (6) hour shifts. Employees with varying work schedules who begin a six (6) hour shift at different times on different days may elect a break/rest period option specific to that shift which will be effective at the beginning of the pay period after the employee's election and will remain in effect for similarly scheduled six (6) hour shifts; and
 - b. May be changed by mutual agreement of the employee and the supervisor provided that any change remain in effect for no less than two (2) full pay periods in which the employee is scheduled to work.

The terms of this side letter shall continue unless modified through the meet and confer process. Nothing in this side letter shall supersede any other section of the MEF MOA, including Article 5 entitled "Management Rights."

This side letter shall be effective the beginning of the pay period closest in time after this agreement has been signed by all parties below.

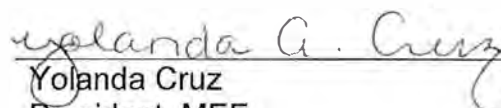
For the City:



Jill Bourne
City Librarian

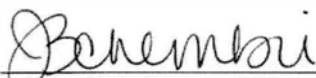
4/29/15
Date

For the Union:



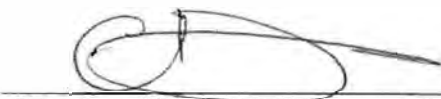
Yolanda Cruz
President, MEF

4-15-15
Date



Jennifer Schembri
Interim Director of Employee Relations

4/20/15
Date



Charles Allen
AFSCME Local 101 Business Agent

4-15-15
Date