TOTAL TENTATIVE AGREEMENT CITY OF SANTA CRUZ AND SEIU LOCAL 521 REGULAR SERVICE EMPLOYEES

FOR A SUCCESSOR MOU IN ACCORDANCE WITH GROUND RULE 9

October 19, 2022

In exchange for SEIU notifying its members of the end of the -strike effective October 20, 2022 and to return to work on the same date, the City's Negotiation Team will recommend the following Total Tentative Agreement for approval to the City Council.

item	Proposal	MOU Section
Term	The City proposes a three (3) year Term effective October 1, 2022 and expiring on Oct 10, 2025.	Section 2.00
Structural compensation increases	The City will assume the cost of structural compensation increases from step increases and retirement benefits.	
COLA's	This proposes to provide a 4.5% COLA effective October 1, 2022. Effective first pay period of SeptemberSeptember 2, 2023, SEIU members will receive a 4% COLA. Effective first pay period of SeptemberAugust 31, 2024, the SEIU members will receive a 3.5% COLA.	10.00
Compensation Study	Compensation Study: The City and the Union shall continue to meet on the findings of the 2021 Total Compensation Study prepared by Koff and Associates. As a show of good faith, the City commits to ensuring that no classification supported by the Enterprise Funds more than 15% out of the market by April 1, 2023, based on the findings of the 2021 study and inclusive of salary increases to within 10% of the market. In addition, we agree that the city will provide a full 11% increase to the sanitation workers: Sr. Resource Recovery Worker, Resource Recovery Worker I/II, and Solid Waste Worker.	Section 24

The Parties agree to meet and confer over the implementation of the 2021 study with the goal of closing the gap - subject to Council approval. All changes must be made upon mutual agreement of the Parties. Additionally the Finance department will update the Union/Meet and confer team quarterly on available data on the financial status of the City. New Compensation Study: The City and the Union shall meet by September 1, 2024 to meet and confer over the contractor selection and methodology including cities and benchmarked positions for the compensation study. The parties must agree on any new contractor selected to conduct the study and methodology utilized for the study, including the mapping of studied classifications to other classifications for which comparison data is not directly generated by the consultant-If the parties are unable to mutually agree on the contractor or methodology for the new compensation study, the status quo of the methodology of the 2021 Study will remain. The study shall be completed by March 1, 2025, and the city agrees to bear the cost of the survey All full-time employees shall be entitled to and 9.06 Incorporate 3-1-20 side expected to take an uninterrupted, unpaid lunch letter re lunch period period of a minimum of thirty (30) minutes at or about the mid-point of their workday, with the exception of the Wastewater Plant Operators, Water Plant Operators, and Rangers and Senior Rangers assigned to the Police Department are exempt from this requirement and entitled to a paid thirty (30) minute lunch period. Rangers and Senior Rangers assigned to the Water Recreation Facility are exempt from this requirement and entitled to a paid thirty (30) minute lunch period when the facility is open to the public who are entitled to a paid thirty (30) minute Supervisors may occasionally lunch period. approve flexible scheduling of lunch periods for individual employees. Regular schedules that do not provide the required lunch period at or about the mid-point of the workday will not be allowed. Delete Steps A & B from the Salary Compensation Section Living Wage 10.01.01 and Plan/Schedule for All Classifications. Exhibit A Employees currently in Steps A & B will move to Step C effective after Council approves an MOU in Section

	open session; employees are eligible for advancement to the next higher salary step on their next regularly scheduled merit review date.	10.01.02
	Step C of the Facility Attendant classification will be set to the current benefitted living wage of \$19.01/hour: • Steps D-J will be adjusted upwards accordingly to maintain five percent (5%) between steps.	Section 10.01 and Exhibit A
	Step C of the Landfill Gate Attendant and Parking Attendant classifications will exceed the benefitted living wage of \$19.01/hour following implementation of the 4.5% COLA.	
Signing Bonus	This proposes to provide a one-time signing bonus of \$1,800 for full time employees, and pro-rated for part time employees effective October 1, 2022 or the first day of the pay period in which Council approves an MOU in open session whichever is later.	
Furloughs	The City agrees that there will be no furloughs during the term of this Agreement	New
Clean-up language	The City will propose non-substantive changes to update MOU.	Various
Withdrawn Proposals	The Parties agree that all prior proposals not included in this total Tentative agreement have been withdrawn	
Tentative Agreements	This proposal includes all previously signed tentative agreements in accordance with Ground Rule 7.	Various

Tim Davis

City of Santa Cruz

Lisa Murphy, Human Resources Director

Olivia Martinez

SEIU Local #521

Katy Bradley, SEIU

Ken Bare, SEIU Chapter President

	Juan Molina, Viao President	
	Juan Molina, Vice President	
Date:	Date:	

Mediator's Settlement Proposal for the City of Santa Cruz & SEIU Local 521

This proposes to provide a one-time signing bonus of \$1,800 effective upon ratification.

This mediator's settlement proposal shall include the following language excerpted from the City mediated counter proposal dated 10/18/22, 10:38 pm, and later revised by the Union on 10/19/22, 4:46pm:

Three Year term

The City proposes a three (3) year Term effective October 1, 2022

- This proposes to provide a 4.5% COLA effective October 1, 2022
- Effective first pay period of September 1, 2023, SEIU members will receive a 4% COLA.
- Effective first pay period of September 1, 2024, the SEIU members will receive a 3.5% COLA.
 - ➤ Lunch Period side letter as proposed in TA 10/2/2022
 - > All previous negotiated TAs are included in this proposal.
 - ➤ Living Wage as proposed in the TA 10/2/2022

The City agrees that there will be no furloughs during the term of this Agreement.

Compensation Study: The City and the Union shall continue to meet on the findings of the 2021 Total Compensation Study prepared by Koff and Associates. As a show of good faith, the City commits to ensuring that no classification supported by the Enterprise Funds are more than 15% out of the market by April 1, 2023, based on the findings of the 2021 study and inclusive of salary increases to within 10% of the market. In addition, we agree that the city will provide a full 11% increase to the sanitation workers: Sr. Resource Recovery Worker, Resource Recovery Worker I/II, and Solid Waste Worker.

The Parties agree to meet and confer over the implementation of the 2021 study with the goal of closing the gap in the study subject to Council approval. All changes must be made upon mutual agreement of the Parties. Additionally, the Finance department will update the Union/Meet and confer team quarterly on available data on the financial status of the City.

New Compensation Study:

The City and the Union shall meet by September 1, 2024, to meet and confer over the contractor selection and methodology including cities and benchmarked positions for the compensation study. The parties must agree on any new contractor selected to conduct the study and methodology utilized for the study, including the mapping of studied classifications to other classifications for which comparison data is not directly generated by the consultant. If the parties are unable to mutually agree on the contractor or methodology for the new compensation study, the status quo of the methodology of the 2021 Study will remain. The study shall be completed by March 1, 2025, and the city agrees to bear the cost of the survey.

10-19-22

Date:

Olivia Martinez

Date: 10/19/22

For the City of Santa Cruz

Smurphy

For SEIU Local 521