

AGREEMENT BETWEEN
City of Santa Cruz Service Employees, SEIU Local 521
and the City of Santa Cruz
June 10, 2020

SEIU Local 521 and the City of Santa Cruz (City) are parties to a Memorandum of Understanding (MOU) that expires on April 15, 2022.

Having met and conferred in good faith the parties wish to memorialize their Agreement and modify their MOU with respect to furloughs effective June 27, 2020 through June 25, 2021. The parties are to re-open this Agreement on December 18, 2020 to meet and confer over the continuation of the terms set forth in this Agreement as follows:

I. Ongoing Meetings and Information Sharing

a) The City agrees to keep SEIU Local 521 informed about any significant changes in budget revenues, deficits, &/or surpluses for the duration of the agreed upon furlough period and at their regularly scheduled meetings. The first update will be within one month after the September 2020 budget update presented to the City Council. The parties will meet no less than quarterly thereafter during the term of this Agreement.

II. Furlough Plan

a) The furlough plan is guided by a number of principles, the most important of which are to maximize salary savings and to minimize the furlough's impact on City services and employees. Both parties acknowledge that a 10% reduction in labor will cause a reduction in work output and community services.

b) All represented employees (including the Library) will have their pay reduced by 10% through a reduction from a forty (40) hour work week to a thirty-six 36 hour work week. The work week for employees who work less than forty (40) hours will be scheduled by their departments to meet the 10% pay reduction. During the term of this agreement, the work week for represented employees may be as follows:

Example 1: Employees will work a thirty-six (36) hour work week consisting of four (4) days per week, nine (9) hours per day with every Friday off. If the Department Head determines that for operational needs in a particular department or work group, a day other than Friday or a schedule other than the four (4), nine (9) hour days is appropriate, they will work with the employee(s) to determine an operationally effective schedule. The work site may remain open.

Example 2: Another alternative would be five (5) days per week, eight (8) hours per day with every other Friday off. Under this scenario employees would alternate Fridays off so that the work site would remain open.

1. The City will notify SEIU Local 521 by July 17, 2020 of those departments or work groups where an alternate schedule is requested. Within ten (10) calendar days, both parties will come to a mutually beneficial agreement regarding specific alternate schedules.
 2. Alternate schedules will maintain consecutive days off for employees. Individual employees may submit a request for other than consecutive days off to their Department Head who will approve the request if it does not disrupt operations or otherwise reduce service levels.
- C. No represented employee will be furloughed below the minimum number of hours required for health benefit eligibility as established by CalPERS, currently twenty (20) hours per week.
- D. No reduction of employment benefits, including health or leave benefits, will result from implementation of the furlough. Employees furlough obligation will not be extended retroactively if they were on an approved leave of absence.
- E. The furlough will not affect retirement service credit accruals for employees working the minimum number of hours required to earn a full year's service credit, as established by CalPERS. Employees working less than the minimum number of hours required to earn a full year's service credit will earn service credit in accordance with CalPERS regulations. Currently, the minimum number of hours required by CalPERS to earn a full year's service credit is 1,720.
- F. Furlough hours will count towards seniority.
- G. No annual or other paid leave may be used in lieu of furlough hours.
- H. Employees cannot be required to work or perform official duties during their furlough. This does not remove or eliminate the requirements of call-back, duty assignment, overtime, and other extra curricular assignments identified in the MOU.
- I. If a furlough day falls on a holiday the furlough will be taken on the preceding scheduled workday in the same pay period. If a furlough day falls on a holiday that is the first scheduled work day of a pay period, furlough will be taken on the next scheduled work day in the pay period. Furlough hours will not affect eligibility for holiday pay.

