

Side Letter Agreement
City of Santa Cruz and the
Service Employees International Union, Local 521

(Effective September 26, 2023)

Pursuant to the provisions of the Meyers-Milias-Brown Act (“MMBA”), this Side Letter of Agreement (the “Side Letter Agreement”) is entered into on September 26, 2023, between the City of Santa Cruz (the “City”) and the Service Employees International Union, Local 521 (“SEIU”) as an amendment to the Memorandum of Understanding that is effective October 1, 2022 through October 10, 2025 (“MOU”).

It is understood and agreed that the specific provisions contained in this Side Letter Agreement shall supersede any previous agreements, whether oral or written, regarding the matters contained herein. Except as provided herein, all wages, hours and other terms and conditions of employment presently enjoyed by the Union in the MOU shall remain in full force and effect.

The City and the Union have met and conferred in good faith in accordance with the MMBA, concerning the terms and conditions of this Side Letter Agreement and agree to the following effective the pay period starting October 14, 2023:

10.06 Lone Operator Differential

10.06.01 Water Plant Lone Operator

Water Treatment Operator III’s and IV’s assigned to the Water Treatment Facility will receive \$4.00 per hour additional shift differential subject to meeting all the conditions listed below:

- A. Department of Health Services Grade III Treatment Plant Operator Certification or higher.
- B. Fully qualified to operate the Graham Hill Treatment plant without direct supervision as determined by the Superintendent of Water Plant and Production.
- C. Works at least four (4) hours without any other qualified Water Treatment Operators present. Water Treatment Supervisor, Chief Plant Operator and Production Superintendent are not considered to be other qualified Water Treatment Operators for this section.

If the above conditions are met, then the shift differential will be paid for all hours worked on assigned “lone operator” shift.

10.06.02 Wastewater Plant Lone Operator

Plant Operator II’s or above assigned to the Wastewater Treatment Facility will receive \$4.00 per hour additional shift differential subject to meeting all the conditions listed below:

- A. State Water Resources Control Board Grade II or above Wastewater Plant Operator Certification or above as approved by the State Water Resources Control Board.

- B. Fully qualified to work at the City of Santa Cruz Wastewater Treatment Plant as the Lone Operator.
- C. Understand and accept the “Working Alone Job Assignments and Scope of Responsibilities for the Lone Operator at the City of Santa Cruz Water Pollution Control Facility.”
- D. Works at least four (4) hours without a Senior Plant Operator present (except for callback responses). If the above conditions are met, then the shift differential will be paid for all hours worked on assigned “lone operator” shift.

10.09 Duty Assignment

10.09.01 Definition

Duty assignment is defined as an assignment to an on-call status for a specified period of time. While on duty assignment, an employee must remain available to be contacted by phone or pager and be able to report to work within a thirty (30) minute period. Duty assignment shall not be considered “hours worked” pursuant to the Fair Labor Standards Act.

10.09.02 Assignment

Duty personnel shall be assigned on a weekly rotational basis from an established list consisting of, but not limited to, qualified volunteers. A voluntary rotation process will be the preferred method of duty assignment selection; however, the City may require duty assignment if there are insufficient qualified volunteers. Prior to making mandatory assignments, the City will notify the Union. Only “qualified” employees may be appointed to duty assignment lists, as determined by the appropriate department head(s). Such qualifications will be based on the nature and requirements of the tasks performed while on duty assignment. With the concurrence of the duty supervisor, duty assignments may be substituted by other personnel on an approved list, provided employees have at least one week between duty assignments.

10.09.03 Compensation

A. Weekdays

Duty personnel shall receive two (2) hours of their base hourly salary for a sixteen (16) hour assignment. If the Alternative Transportation Incentive Program (Section 10.20) is mutually agreed upon to be eliminated on or after July 5, 2014, then Duty personnel shall receive an additional one half (0.5) hour of their base hourly salary for a sixteen-hour assignment, for a total of two and a half (2.5) hours.

B. Weekends

Duty personnel shall receive three (3) hours of their base hourly pay for a twenty-four hour assignment. If the Alternative Transportation Incentive Program (Section 10.20) is mutually agreed upon to be eliminated on or after July 5, 2014, then Duty personnel shall receive an additional one (1.0) hour of their base hourly salary for a twenty-four hour assignment, for a total of 4 (4.0) hours.

C. Holidays (City Designated Eight (8) Hour Holidays)

Duty personnel shall receive eight (8) hours of their base hourly salary for a twenty-four hour assignment.

D. Holidays (City Designated four (4) Hour Holidays)

Duty personnel shall receive four (4) hours of their base hourly salary for a twenty hour assignment.

- E. All duty hours actually worked outside the employee’s regularly scheduled shift shall be compensated at the overtime rate except after twelve (12) hours of work within a continuous shift or within a 24-hour period, or if work hours occur between the hours of twelve a.m. (12am) and seven a.m. (7am), where hours worked will be compensated at two (2) times base pay. A minimum of two (2) hours of overtime will be paid for callouts of less than two (2) hours. An additional minimum will not be paid if an employee is required to perform an additional duty call and the time of return is within the previous duty call minimum.

10.09.04 Fatigue Pay

- A. The intent of fatigue pay is to provide a sufficient time for rest between a significant period of work and the start of the next regularly schedule work shift by replacing regularly scheduled straight time hours, of actual hours worked, with paid rest time at the regular paid compensation, as indicated below.
- B. If the assigned duty person or crew member assisting the duty person is required to respond to a call that requires them to work hours between twelve a.m. (12am) and seven a.m. (7 a.m.), the employee shall be entitled to rest period as follows prior to returning to work:


Fatigue pay requires a two-hour minimum of work assignment as defined by Duty Assignment, Section 10.09.01.

Hour Range	Worked Between	Fatigue Time Owed:
Two (2) Hour	12a.m.-7a.m	Two (2) Hour Fatigue Pay Minimum
Three (3) Hour		Three (3) Hours
Four (4) Hours or More		Eight (8) Hours

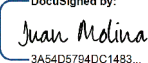
If the assigned Duty person or crew member works four (4) hours or more on a regularly scheduled day off or City Holiday, and any portion is past midnight, the employee(s) shall be entitled to an eight (8) hour rest period.

- C. If any portion of the rest period occurs during the employee’s regular schedule, the employee shall receive regular paid compensation for that time.
- D. An employee shall have the option of receiving compensatory time off for the duty assignment compensation and hours worked.


Santa Cruz, SEIU Local 521

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Ken Bare, SEIU President

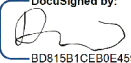
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Juan Molina, Vice-President

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David Iannaci, SEIU Steward

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
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Devon King, SEIU Organizer

Date: 9/8/2023

City of Santa Cruz

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Sara De Leon, Chief People Officer

Date: 9/7/2023

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Tim Davis, Attorney

Date: 9/10/2023