

**CITY OF SANTA CLARA
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 101
(UNIT 6)
2021 NEGOTIATIONS
TENTATIVE AGREEMENT****

TERM

- January 1, 2022 – December 31, 2024

WAGES

- 2022: Effective the first pay period of calendar year 2022, all salary ranges in classifications assigned to Unit 6 shall remain status quo.
- Effective the first pay period following ratification and approval from the City Council, and in recognition of, and to help secure the employees' speedy ratification of this MOU, the City has exercised its discretion to provide a one-time discretionary cash payment of \$5,000 for regular employees (pro-rated for part-time employees) in the bargaining unit following Council approval of this MOU.
- 2023: 5.0% general wage increase effective calendar year 2023. Effective the first pay period of calendar year 2023, all salary ranges for employees holding positions in classifications assigned to Unit 6 shall be increased by approximately 5.0%.
- 2024: 4.0% general wage increase effective calendar year 2024. Effective the first pay period of calendar year 2024, all salary ranges for employees holding positions in classifications assigned to Unit 6 shall be increased by approximately 4.0%.

HEALTHCARE

- See attached

PERSONAL SAFETY EQUIPMENT AND RAINGEAR

- See attached

BEREAVEMENT LEAVE

- See attached

HOLIDAYS

- See attached

GRIEVANCE PROCEDURE

- See attached

JUNETEENTH

- See attached Side Letter

From: [Carol McEwan](#)
To: [Armando Ferraris, Jr](#)
Cc: [Marco Mercado](#); [Gary Ferraris](#); [Aracely Azevedo](#)
Subject: Re: Tentative Agreement between the City and AFSCME (Unit 6)
Date: Friday, April 29, 2022 10:40:35 AM

I, Carol McEwan, Approve the tentative agreement reached on 4/28/22

In unity,
Carol McEwan, (she/her) <https://lgbt.ucsf.edu/pronounsmatter>
Union Representative,
AFSCME Council 57
carol.mcewan@ca.afscme57.org
[\(510\) 387-4984](tel:(510)387-4984)
Click [HERE](#) to sign a Membership Card

On Apr 29, 2022, at 10:38 AM, Armando Ferraris, Jr
<AFerraris@santaclaraca.gov> wrote:

I, Armando Ferraris, Approve the tentative agreement reached on 4/28/22

Wages

Proposed Language:

In accordance with the provisions of Section 18 of the City of Santa Clara Employer-Employee Relations Resolution, this Memorandum of Understanding was made and entered into by and between the designated representatives of the City of Santa Clara (a public agency as defined in Section 3501 (c) of Chapter 10 of Division 4 of Title I of the Government Code of the State of California), hereinafter referred to as the City, and Local 101, A.F.S.C.M.E., the recognized majority representative of the City of Santa Clara Field Operations and Maintenance Unit No. 6, hereinafter referred to as the Union. This agreement constitutes the results of discussions between the City Management Staff and the Union on all matters within the scope of representation. The term of this agreement shall be from ~~December 27, 2020 through December 31, 2021~~January 1, 2022 through December 31, 2024.

WITNESSETH that:

WHEREAS the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them, to promote harmony and efficiency to the end that the City, Union, and the general public may benefit therefrom, and to establish fair and equitable wages, hours and working conditions for certain hereinafter designated employees of the City,

NOW, THEREFORE, the parties hereto do agree to propose and recommend that the City Council adopt the following, effective as indicated:

1. WAGE ADJUSTMENT

A. Effective ~~the December 27, 2020~~ (the first pay period of calendar year ~~2021~~2022), all salary ranges in classifications assigned to Unit 6 shall remain status quo.

B. In recognition of, and to help secure the employees' speedy ratification of this MOU, the City has exercised its discretion to provide a one-time discretionary cash payment of \$5,000 for regular employees (pro-rated for part-time employees) in the bargaining unit following Council approval of this MOU. The Parties intend and understand that this lump sum payment is non-pensionable and will not be reported to CalPERS.

This one-time discretionary cash payment shall only be paid as follows:

Employees who were employed in a classification assigned to the bargaining unit at the time of the disbursement which is estimated to occur after the first pay period after Council approval of MOU. The one-time discretionary cash payment shall be paid on a day after the first full pay period after Council approval of this MOU on a separate pay check.

C. Effective the first pay period of calendar year 2023, all salary ranges in classifications assigned to Unit 6 shall be increased by approximately 5.0%.

D. Effective the first pay period of calendar year 2024, all salary ranges in classifications assigned to Unit 6 shall be increased by approximately 4.0%.

~~A. During the term of this Agreement, the parties agree to meet and confer over wages in the event the City reaches agreement on a new general wage increase to be effective during Calendar Year 2021 with any other miscellaneous bargaining unit as part of an agreement on a successor Memorandum of Understanding (MOU). For purposes of this section, "general wage increase" means a wage increase applicable to all members of the bargaining unit (not a subset), but only if that agreement does not also include an agreement for alternative cost saving measures comparable with the savings from a wage and salary step freeze for that specific bargaining unit for Calendar Year 2021 (including but not limited to unpaid furlough days). Additionally, the parties agree that this section shall not apply to any general wage increases applicable to sworn public safety bargaining units or to miscellaneous bargaining units that are exclusively funded through sources other than the General Fund.~~

B.E. For purposes of this section of the MOU, total compensation for comparison agencies is defined as salary and fringe benefits which are paid by the agency to the employee or on the employees behalf and which are available to each employee in the classification specified in the survey that are recurring in nature after five years' service in that classification as shown below. For the City of Santa Clara, total compensation shall be defined as those elements listed in Section F of this MOU.

It is recognized by both parties to this agreement that it is their mutual responsibility to independently verify, to the extent possible, the accuracy of the information upon which total compensation adjustments are made. Should it be discovered by either party that adjustment(s) to salary and fringe benefits are based on erroneous information or has been erroneously computed, the necessary corrective action will be taken as soon as practical after the discovery and notice of the error has been given. It is the mutual responsibility of both parties to report any suspected error immediately upon discovery to the other party. However, the period for which there will be a right to recover any monies which are either overpaid by the City or underpaid to the employee shall be limited to an adjustment period of up to 90 calendar days from the date the error was first reported to the other party. The corrective action will be taken even in circumstances where the error may bridge successive MOU's, but the recovery will still be limited to amounts owed or owing during the prior 90 calendar days. The 90 calendar day period will begin upon the date of written notification by personal service upon the other party.

Right of recovery by the City of overpayment shall be limited to recovery over the same time period as the overpayment was made. Said repayment will begin with the next paycheck following final determination of the amount to be repaid. Underpayment to the employee shall be made by the City in a lump sum of the amount owed on the next regular paycheck following final determination of the amount to be paid.

~~C.F. The City and AFSCME will meet and confer regarding implementation of a City-wide classification policy during the term of this MOU. There shall be no employee generated reclassification requests during the term of this MOU. However, the City agrees to discuss a City-wide reclassification policy during the term of this MOU. Neither an employee nor AFSCME shall have the right to file a grievance regarding either Human Resources' decision whether or not to study an AFSCME requested reclassification, nor Human Resources' conclusions if the classification is studied.~~

~~D.G.~~ Prior to MOU negotiations, the City will prepare a total compensation survey by computing the total compensation effective October 1 afforded similarly represented classifications of Equipment Operator in the comparing agencies of the cities of San Jose, Mountain View, Palo Alto, Santa Clara County and Sunnyvale and obtaining the average total compensation afforded those agencies. The definitions of the compensation elements used in the survey follow.

DEFINITIONS

1. Salary - Fifth step in the monthly salary range for classification (excluding seniority or longevity steps).
2. Life, Health, Dental, Vision, VEBA, Retiree Medical, LTD and other Insurance - Maximum agency monthly contribution per employee to insurance premiums plus maximum agency monthly contribution to other fringe benefit insurance premiums. For retiree medical, maximum monthly amount for which current fifth year employee would be eligible if the employee retired.
3. Retirement - Monthly employer contribution to social security plans and monthly blended employer rater contributions to retirement.
4. Holiday Pay - Number of paid holiday hours per year times the base hourly rate, divided by 12.
5. Vacation Pay - Maximum number of annual paid vacation hours allowed by agency per employee upon completion of five (5) years' service times the base hourly rate, divided by 12.
6. Other - Monthly salary equivalent of or maximum monthly agency contribution to other fringe benefits available to all full-time agency employees. To be eligible for inclusion in comparison data, such benefits of the comparing jurisdiction must be of a reoccurring nature or become part of their compensation base. This category includes the City's monthly contributions to employee's VEBA accounts
7. Total Compensation - The sum of Items 1 through 6 above.

TABULAR DESCRIPTION OF ADJUSTMENT OF TOTAL COMPENSATION

For the duration of this MOU, the provisions specified in this TABULAR DESCRIPTION OF ADJUSTMENTS OF TOTAL COMPENSATION are suspended.

Upon adoption of MOU for 1999 and by December 15, 2000, 2001 and 2002

Union presents its determination of total compensation monies among element areas noted in Item I-A and in accord with the above action.

Pay Period established as effective date of MOU, December 24, 2000 and December 23, 2001 and December 22, 2002

City implements Union's determination of allocations as verified by the City.

By April 1, 2000 and April 1, 2003

Union presents its comparison data as defined under Section 2.1, if any, on represented classifications which are 2.5% or more below survey average in total compensation after application of the common salary adjustment provided for in the MOU for 2000, 2001, 2002, 2003 for verification by the City.

After July 1, 2001 and July 1, 2003

City implements salary increases on Salary Schedule "G" for classifications determined to be 2.5% or more under the survey average in total compensation as necessary to bring those classifications to equal or above the survey average.

Health Insurance

Proposed Language:

3. HEALTH INSURANCE

- A. The City currently contracts with the California Public Employees' Retirement System (CalPERS) for the purpose of providing medical insurance benefits for active employees and their eligible dependents, eligible retired employees, and eligible survivors of retired employees. Eligibility of a dependent to participate in this program shall be in accordance with the terms of the Public Employees' Medical and Hospital Care Act (PEMHCA). Eligibility of retired employees and survivors of retired employees to participate in this program shall be in accordance with those provisions of the PEMHCA providing for participation by "annuitants."

The City's employer contribution towards medical insurance benefits for each eligible employee shall be the minimum contribution amount required by Government Code Section 22892. Contributions provided under this Section are required only to the extent mandated by the PEMHCA.

Because CalPERS may change carriers and plans, the City shall not be required to provide a specific insurance coverage and shall only be required to provide those benefits as described in this Section so long as the City contracts for benefits with CalPERS for medical insurance benefits.

Pursuant to the PEMHCA, the City will provide each eligible annuitant, as defined by the PEMHCA, with an employer contribution towards medical insurance benefits that is equal to the PEMHCA minimum contribution provided to an active employee under this Section.

- B. Definitions. For purposes of this section:

1. "Full-time employee" refers to an employee whose regular schedule is at least 30 hours per week.
2. "Full-time position" refers to a position in a classification, whether vacant or not vacant, whose regular schedule is at least 30 hours per week.

- C. Health Insurance Contributions

1. For Plan Year 2022:

(a) For Plan Year 2022, employees who enroll in a City offered health plan and whose premium exceeds the total of the City's Health Flex Contribution, Additional Health Flex Contribution, and/or Regular Flex Contribution applicable to the employee and as described below, the balance of the premium shall be paid by a salary deduction from the pay of the individual employee.

(b) Health Flex Contribution and Additional Health Flex Contribution

~~Effective January 1, 2018~~For Plan Year 2022, the City will offers full-time employees a Health Flex Contribution of \$188.33/month to put toward the payment of a City offered health plan. This amount applies for 2018~~2022~~, and shall be modified each calendar year usinguses the Rate of Pay Safe Harbor (based on the lowest base pay of any full-time employee covered by this MOU) to ensure the City's offered coverage is "affordable." For Plan Year 2022, the City shall contribute the statutorily required minimum contribution under PEMHCA as determined by CalPERS in each calendar year. It is understood and agreed that the Health Flex Contribution described in this paragraph shall equal or exceed the City's statutorily required minimum PEMHCA contribution.¹

Employees who enroll in a City health plan for which the premium amount is more than \$946.86/month shall receive an Additional Health Flex Contribution. ~~The Additional Health Flex Contribution, when added to the Health Flex Contribution described in the prior paragraph and the Regular Flex Contribution described herein, shall not exceed \$400 over the Kaiser employee only premium amount from January 1, 2018 through May 30, 2018. Thereafter, the~~The Additional Health Flex Contribution, when added to the Health Flex Contribution described in the prior paragraph and the Regular Flex Contribution described herein, shall not exceed an amount equal to the Kaiser employee plus one rate for the applicable year. ~~(For 2018, this means an additional \$235.57/month to these individuals from January 2018 through May 2018, and then \$618.01/month for the remainder of 2018.)~~

Employees may not receive all or any portion of the Health Flex Contribution or Additional Health Flex Contribution as cash or any other taxable benefit, and must apply the Health Flex Contribution to City-offered health benefits. Employees who do not enroll in City-offered health benefits will not receive any of the Health Flex Contributions or Additional Health Flex Contribution.

~~It is understood and agreed that a portion of the Health Flex Contribution described in this subsection is the City's contribution of the statutorily required minimum contribution under the Public Employees Medical and Hospital Care Act (PEMHCA) (e.g. \$133/month in 2018), which is the City's designated PEMHCA amount.~~

B.(c) Regular Flex Contribution

~~Effective January 1, 2018~~For Plan Year 2022, the City will provide a Regular Flex Contribution equal to \$946.86/month less the monthly Health Flex Contribution ~~(thus, for 2018, the Regular Flex Contribution will be \$758.53/month)~~. Employees may use the

¹ As an example, for 2022, the PEMHCA minimum is approximately \$149/month and the Health Flex Contribution is \$288.09/month, which includes the PEMHCA minimum of \$149/month.

Regular Flex Contribution to pay for health benefits offered under the City's Section 125 plan or may opt to receive any or all of the Regular Flex Contribution as taxable cash. An employee will receive a Regular Flex Contribution whether or not he/she enrolls in City-offered health benefits and notwithstanding the provisions of Section 3.C1(d). below.

For employees who enroll in City health and whose benefits exceed the total of the City's Health Flex and Regular Flex Contributions to them, the balance of the health premium shall be paid by a salary deduction from the pay of the individual employee.

C-(d) Cash In Lieu

~~Effective January 1, 2018~~For Plan Year 2022, employees who choose not to enroll in a City health plan, and meet the requirements set forth below shall receive a Cash in Lieu amount equal to \$946.86 minus the Regular Flex Contribution (for ~~2018~~2022, the Cash in Lieu amount is ~~\$188.33~~\$288.09/month).

In order to receive Cash in Lieu of health coverage, an employee must sign a form attesting that the employee and the employee's Tax Family have the Alternative Required Coverage for the Opt Out Period.

- Tax Family means all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt out applies.
- Alternative Required Coverage required means minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California).
- Opt Out Period means the plan year to which the opt out arrangement applies.

An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year for each plan year the employee would like to receive cash in lieu.

The Cash in Lieu payment cannot be made and the City will not in fact make payment if the City knows or has reason to know that the employee or a Tax Family member does not have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

An employee who opts out of City-offered health benefits, but cannot provide the attestation, will not receive the Cash in Lieu contribution described in this subsection.

(e) Effective December 31, 2022, this Section 3.C.1 shall expire and become ineffective.

2. Effective January 1, 2023:

(a) Effective January 1, 2023, the City shall make a monthly contribution to the City's flexible benefit plan which, taken together with the mandatory PEMHCA contribution, equals one hundred (100%) of the premium for the lowest priced Kaiser (Region 1) plan for unit members enrolled at the employee and employee plus one levels; and ninety percent (90%) of the premium for the lowest priced Kaiser (Region 1) plan for unit members enrolled at the employee plus two or more level. If the employee enrolls in a plan whose premium exceeds the City contribution, the employee shall pay the difference between the total cost of the selected plan and the City's contribution via salary deduction. In no event shall the City's contribution pursuant to the provisions of this Section, and any statutorily required minimum contribution under the PEMHCA as determined by CalPERS in each calendar year, exceed one hundred percent (100%) of the premium cost of the lowest price Kaiser (Region 1) plan at the employee and employee plus one level, or ninety percent (90%) of the premium for the lowest priced Kaiser (Region 1) plan at the employee plus two or more level, in which the employee is enrolled.

There shall be no option to receive all or any portion of the City's Contribution as cash or any other taxable benefit.

(b) Cash in Lieu

1) Effective January 1, 2023, a full-time employee hired on or before December 31, 2022, and who chooses not to enroll in a City health plan and meets the requirements set forth below in in this subsection shall receive a Cash in Lieu amount equal to \$946.86/month paid out on the first pay period of the month.

2) A full-time employee hired or rehired on or after January 1, 2023, and who chooses not to enroll in a City health plan and meets the requirements set forth below shall receive a Cash in Lieu amount equal to \$250/month paid out on the first pay period of the month.

3) Requirements: In order to receive Cash in Lieu of health coverage, an employee must sign and submit a form attesting that the employee and the employee's Tax Family have the Alternative Required Coverage for the Opt Out Period.

A. Tax Family means all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt out applies.

B. Alternative Required Coverage required means minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California).

C. Opt Out Period means the plan year to which the opt out arrangement applies.

D. An employee must provide the attestation every plan year and proof of Alternative Required Coverage during open enrollment for each plan year for the employee to be eligible to receive Cash in Lieu.

E. The Cash in Lieu payment cannot be made and the City will not in fact make payment if the City knows or has reason to know that the employee or a Tax Family member does not have such Alternative Required Coverage, or if the conditions in this paragraph are not otherwise satisfied.

F. An employee who opts out of City-offered health benefits, and does not provide the attestation and proof of Alternative Required Coverage, will not receive the Cash in Lieu contribution described in this subsection.

4) For employees whose regular work schedules are 30 or more hours per week but less than 40 hours per week, the Cash in Lieu amount shall be prorated as described in Section GF below.

D. Pursuant to *Flores v. City of San Gabriel*, the City includes medical premium contributions and "cash in lieu" payments as part of the regular rate of pay for calculating FLSA overtime premiums. The City will cease including these amounts as part of the regular rate in the event that it is no longer legally required to do so (e.g., if *Flores* is modified or overruled or if the City's healthcare plan is deemed a qualified plan).

ED. FMLA/CFRA Compliance

The City shall comply with the provisions of the Family and Medical Leave Act of 1993 (FMLA) and the California Family Rights Act of 1993 (CFRA).

EE. Flexible Spending Account (IRS Section 125 Plan)

The City has established a Flexible Spending Account benefit (IRS Section 125 Plan) for employees, which provides accounts in which employees may contribute pre-tax dollars for dependent care and un-reimbursed medical expenses.

This Plan will follow the regulations outlined by the Internal Revenue Service. Detailed information will be available in the Summary Plan Document. This Plan is voluntary and participating employees will make pre-tax salary reduction elections to fund the plan.

GF. Proration of Benefits

For employees whose regular work schedules are 30 or more hours per week but less than 40 hours per week, benefits shall be prorated based on the employee's full-time equivalent (FTE) level.

Personal Safety Equipment and Raingear

Proposed Language:

15. PERSONAL SAFETY EQUIPMENT AND RAINGEAR-REIMBURSEMENT

Employees shall receive a flat dollar lump sum (non-pensionable) amount of ~~\$400~~\$600 each fiscal year toward the purchase or repair of OSHA approved steel-toed (or composite-toed) safety shoes or boots (for employees who are required to wear steel-toed or composite-toed safety shoes or boots) and/or eye protection, and/or ear plugs, and/or headwear protection (i.e., "hard hat"), and/or work gloves, raingear and/or water resistant jacket, work shirts, work pants and socks so long as the type of equipment purchased ~~has been approved in advance by the Department Head as~~ satisfies City requirements. Employees who are required to wear steel-toed (or composite-toed) safety shoes or boots, or other safety equipment, are subject to disciplinary action if they do not have them available at the work site.

The City will continue the current policy to provide safety and/or protective equipment and/or clothing for use by the employee while performing his/her normal duties or during inclement weather or in other occasional special assignments or conditions.

Bereavement Leave

Proposed Language:

8. BEREAVEMENT LEAVE

- A. The City will provide employees with a paid bereavement leave benefit to attend to the customary obligations arising from the death of a member of an employee's immediate family, as defined in this Section.
- (1) Employees are eligible to receive up to forty (40) hours of bereavement leave in the event of the death of a spouse or domestic partner, parent, child, or sibling of the employee, employee's spouse or employee's domestic partner (including, in each case, step, adoptive and in-law); ~~spouse or domestic partner~~;
- (2) Employees are eligible for up to three (3) work days (regardless of shift assigned) of bereavement leave in the event of the death of a grandparent, grandchild, aunt or uncle of the employee, employee's spouse or employee's domestic partner (including, in each case, step, adoptive and in-law); ~~and~~
- ~~(4)~~(3) Employees are eligible for up to one (1) work day (regardless of shift assigned) of bereavement leave in the event of the death of a great-grandparent, great-grandchild, great-aunt, great-uncle, niece, nephew, or first cousin of the employee, employee's spouse or employee's domestic partner (including, in each case, step, adoptive and in-law).
- B. The bereavement leave benefit is based on each death occurrence. All leave must be used within one (1) year following the death of an eligible person.
- C. Up to five (5) work days of additional bereavement leave may be charged to an employee's accrued sick leave balance as Family Death Leave with City Manager approval.
- D. At the request of the City, the employee will provide verification of death of eligible person.

Holidays

Proposed Language:

9. HOLIDAYS, AWARDED CTO, AND NON-MANAGEMENT LEAVE

A. Paid Holidays

1) The City will observe the following thirteen (13) dates (or days) as City Holidays and City offices will be closed in observance of those holidays. Represented employees will be entitled to ~~eight (8) hours of~~ paid time off, equivalent to the number of hours for their regularly assigned shift in observance of the holidays listed.

- New Year's Day (January 1),
- Martin Luther King Day (3rd Monday in January),
- President's Day (3rd Monday in February),
- Spring Holiday (observed on Good Friday),
- Memorial Day (last Monday in May),
- Independence Day (July 4),
- Labor Day (1st Monday in September),
- Admission Day (September 9),
- Columbus Day (2nd Monday in October),
- Veteran's Day (November 11),
- Thanksgiving Day (4th Thursday in November),
- Friday after Thanksgiving,
- Christmas Day (December 25).

Holidays which fall on a specific date and which fall on Saturday are observed the preceding Friday. Holidays which fall on a specific date and which fall on Sunday are observed the following Monday.

Grievance Process

Proposed Language:

17. GRIEVANCE PROCESS

A. The City's employee grievance process is established in City Manager's Directive #47 (CMD #47) titled On The Job Personnel Grievances. This CMD generally describes the process available to individual employees to clarify (and modify, if so required) interpretations of City rules, regulations, procedures and policies, including interpretations of this MOU. Should the City determine that CMD #47 needs to be revised during the term of this MOU, an offer to meet and consult with representatives of Unit 6 shall be extended for the purpose of receiving Unit 6 comments prior to the adoption of the revised CMD.

B. The following procedure is in place for represented employees who choose to have Union representation during the course of the Grievance process.

1. STEP 1

a. The grievance must be presented within thirty (30) calendar days following the event(s) on which the grievance is based, or thirty (30) calendar days from when the employee received notice, to the extent possible. In no event can the grievance be filed one (1) year from the date of occurrence. Step 1 of the process is the informal discussion between the employee and his/her supervisor (up to and including the department head). Should this informal process not result in resolution of the grievance, the employee shall reduce his/her grievance to writing and submit it to his/her department head for formal action as outlined in STEP 2.

2. STEP 2

a. Within five (5) working days (or at a later, mutually agreeable date, if either the employee, his/her representative or the department head is not available within the five (5) day period) of the receipt of the formal grievance, the department head shall review the entire grievance file through a meeting with the employee and his/her Union representative (if the employee chooses to be represented at this point). Within five (5) working days from the date of this meeting, the department head will respond in writing to the employee, setting forth his/her resolution to the problem. The employee must respond within five (5) working days to the department head in writing as to whether the grievance has been resolved or is still unresolved. If the matter has not been resolved as a result of this step, the department head shall immediately forward all written material, including the original grievance, to the Municipal Employee Relations Officer (MERO) for action as outlined in STEP 3.

3. STEP 3

a. Within five (5) working days (or at a later, mutually agreeable, date if any party to the grievance is not available within the five (5) day period) of the receipt of the grievance material, the MERO and the department head shall review the entire grievance file through a meeting with the employee, his/her Union representative (if the employee chooses to be represented at this point) and any additional parties who the MERO feels can help to resolve the grievance. Within five (5) working days from the date of this meeting, the MERO will respond in writing to the employee, setting forth his/her resolution to the problem. The employee must respond within five (5) working days to the MERO in writing as to whether the grievance has been resolved or is still unresolved. If the matter has not been resolved as a result of this step, the MERO shall forward all written material, including the original grievance, to the City Manager for action as outlined in STEP 4.

4. STEP 4

a. Within fifteen (15) working days of the receipt of the grievance material the City Manager shall review the entire matter and render a final decision, in writing as to the resolution of the grievance. This review may include a meeting with the parties concerned (including the employee and his/her Union representative) and, if such a meeting is required, it will be scheduled within the fifteen (15) day period at a date that is mutually agreeable to all parties to the matter and the City Manager will render a final decision within five (5) working days of that meeting. The City Manager's decision will be directed to the employee through his/her department head. If the employee disputes the City Manager's final decision in the matter, the advisory arbitration process outlined in STEP 5 will be available.

5. STEP 5

a. If the Union continues to dispute the decision of the City Manager on behalf of the employee, the Union shall, within 15 working days of the City Manager's final decision, request that the matter be referred to an arbitrator, who shall render a decision on an advisory opinion on the merits of the grievance to the Union and City Manager. The City Manager may accept, modify or reject the advisory opinion of the arbitrator and the City Manager's decision shall be final and without any further recourse of appeal. The decision of the arbitrator shall be final and binding.

b. The parties agree that the time limits set forth herein are of the essence of this procedure and are to be strictly complied with. Time limits may be extended only by written mutual agreement of the parties.

- c. The cost of the arbitrator shall be shared equally by the City and the Union and shall be selected by mutual agreement between the City and the Union or selected from a list of seven (7) qualified arbitrators provided by the State of California Conciliation Service. Any costs associated with the mutually agreed upon joint request for a list of persons qualified to act as arbitrators from the State of California Mediation and Conciliation Service shall be divided equally between the parties. The City will process the joint request after receiving the Union's share of the cost for obtaining the list.
- d. Within ten (10) working days following receipt of the above referenced list, the parties shall meet to select the arbitrator. The right to strike the first name shall be determined by lot and the parties shall alternately strike one name from the list until only one (1) name remains, and that person shall be the arbitrator.
- e. The arbitrator shall have all pertinent written materials and witnesses used by either party in their review of the grievance available during his/her deliberations. Costs of representatives, witnesses or materials shall be assumed by each party to the grievance. Court reporter fees are also shared equally among the parties.

SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SANTA CLARA

AND

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
LOCAL 101
(UNIT 6)

JUNETEENTH

The City and the American Federation of State, County and Municipal Employees, Local 101 (AFSCME) (hereafter, "Unit 6") agree to continue to meet and confer over the issue of Juneteenth. The parties agree that the first meeting on whether Juneteenth shall occur no later than May 1, 2022.

FOR THE CITY:

FOR UNIT 6:

Marco Mercado Date
Assistant Director of Human Resources

Armando (Gary) Ferraris Date
President, Unit 6

Ashley Lancaster Date
Division Manager, Human Resources

Carol McEwan Date
AFSCME Local 101

