

SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SANTA CLARA

AND

THE CITY OF SANTA CLARA EMPLOYEES' ASSOCIATION
(UNITS 5, 7 & 8)

AMENDMENT TO DECEMBER 15, 2019 – DECEMBER 23, 2023 MEMORANDUM OF UNDERSTANDING (MOU)

The City and the City of Santa Clara Employees' Association (Unit 5/7/8) (hereafter, "Employees' Association") agree to amend the current Memorandum of Understanding (hereafter, "MOU"), with a term of December 15, 2019 – December 23, 2023, as follows:

1. WAGE ADJUSTMENTS

A. Effective December 15, 2019, all salary ranges for employees holding positions in classifications assigned to the Employees' Association shall remain status quo.

- 1) Effective December 27, 2020 (the first pay period of calendar year 2021), all salary ranges for employees holding positions in classification assigned to the Employees' Association shall remain status quo.
- 2) Effective December 26, 2021 (the first pay period of calendar year 2022), all salary ranges for employees holding positions in classifications assigned to the Employees' Association shall be increased by approximately 3.5%.
- 3) Effective December 25, 2022 (the first pay period of calendar year 2023), all salary ranges for employees holding positions in classifications assigned to the Employees' Association shall be increased by approximately 5.0%~~3.0%~~.

- 4) One-Time Discretionary Cash Payment~~Reopeners~~:

In recognition of, and to help secure the employees' speedy ratification of this Side Letter Agreement to amend the current 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 Side Letter Agreement to amend the current 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 this Side Letter Agreement to amend the current MOU. The one-time discretionary cash payment shall be paid on a day after the first full pay period after Council approval of this Side Letter Agreement to amend the current MOU on a separate paycheck and no later than the first pay period in October 2022.

~~(a) 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 or 2022 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 or 2022 (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) For Calendar Year 2023, the parties agree to meet and confer over wages in the event the City reaches agreement on a new general wage increase above 3.0% to be effective during Calendar Year 2023 with any other 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 an alternative cost saving measure (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.~~

This Side Letter Agreement shall not establish precedent for future agreements and shall not be construed or implied to obligate the City or the Employees' Association to enter into any similar agreements in the future.

This Side Letter Agreement that amends the current MOU shall become effective after it is adopted by the City and signed by all parties below.

FOR THE CITY:

 9.19.22

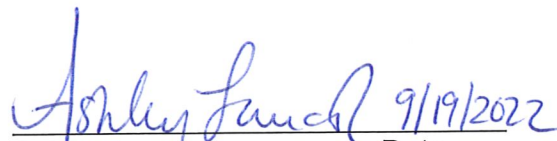
Rajeev Batra Date
City Manager

 9/14/22

Aracely Azevedo Date
Director of Human Resources

 9.15.22

Marco Mercado Date
Assistant Director of Human Resources

 9/19/2022

Ashley Lancaster Date
Human Resources Division Manager

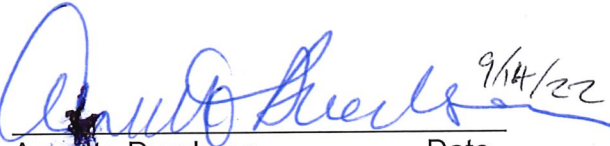
FOR THE EMPLOYEES' ASSOCIATION:

 9/14/22

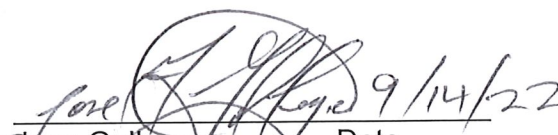
Katie Carter Date
President, SCEA, Unit 5/7/8

 9/14/22

Andrew Paul Date
Vice President, SCEA, Unit 5/7/8

 9/14/22

Annette Duerksen Date
SCEA, Unit 5/7/8

 9/14/22

Jose Gallegos Date
SCEA, Unit 5/7/8