

October 8, 2025

SUCCESSOR MOU NEGOTIATIONS

Between

CITY OF SANTA CRUZ

And

CITY OF SANTA CRUZ SERVICE EMPLOYEES, SEIU LOCAL 521

TENTATIVE AGREEMENT – SECTION 22.00

TENTATIVE AGREEMENT PURSUANT TO GROUND RULE 6

SECTION 22.00 - DISCIPLINARY APPEALS PROCEDURE

22.01 ~~Definition~~

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For the purposes of this article, disciplinary action shall mean (1) suspensions of fifteen (15) days or less; (2) suspension of thirty (30) days or less; (3) demotion; (4) disciplinary reduction in salary; or (5) termination.

The appeal procedure described herein shall apply to cases of disciplinary action affecting regular employees. It shall not be applicable to probationary employees. Employees have the right to representation at any or all stages of the appeal process.

22.02 Pre-Action Procedure

Step I:

Prior to imposing disciplinary action, the supervisor shall first provide the employee a preliminary written notice of the proposed action stating the effective date and the specific grounds and particular facts upon which the action will be taken. A copy shall also be sent to the Union within one hour of the worker receiving notice. ~~two (2) workdays according to the provisions of MOU Section 23.02 Notice of Proposed Disciplinary Action.~~

The employee shall have access to any known written materials, reports or documents upon which the action is based. The employee shall have the right to respond to the charges within five (5) workdays from receipt of the notice either orally, in writing, or both to the department head. If the department head is personally involved in the initial investigation and notice process, the City Manager or Human Resources Director shall appoint a designee to hear the employee's response.

The employee may request an extension of the time to respond for justifiable reasons. Failure to respond within the time specified will result in the employee's waiver of their procedural rights and final action will be taken.

Step II:

Following their review of the proposed disciplinary action, the department head, within

five (5) workdays of receiving the employee's response, shall render a written decision and send it by registered mail or personal delivery to the employee. A copy shall also be mailed to the employee's representative. The written decision will include the effective date of the disciplinary action.

22.03 Post-Action Appeal

Step III:

The employee has the right, within ten (10) workdays after receiving the department head's decision described in Step II above, to file a request for appeal with the City Manager. The ten (10) day period may be extended if good cause is shown. The appeal shall be a written statement, signed by the appellant, explaining the matter appealed from, stating the action desired by the appellant, with their reasons therefore, and stating that the pre-action procedures have been exhausted.

If the employee files a timely appeal, the City Manager shall, within ten (10) workdays after receiving the appeal, designate a hearing officer who shall schedule a hearing not less than ten (10) workdays from the date the appeal was received.

The hearing officer may conduct such independent investigation of the matter as they deem necessary. The appellant shall be given the opportunity to answer or present evidence in opposition to the findings of this independent investigation.

The appellant shall appear personally at the scheduled hearing unless physically unable to do so. The appellant or their representative may produce relevant oral or documentary evidence at the hearing.

Within fifteen (15) workdays following the hearing, the hearing officer shall render a written decision to all parties involved. The hearing officer has the authority to affirm, repeal or modify the disciplinary action.

Step IV:

If the appeal is not resolved to the satisfaction of the appellant at the conclusion of Step III, the employee may appeal the decision of the City Manager to a neutral arbitrator, provided it so informs the City Manager in writing within ~~twentyten~~ (2010) working days following receipt of the City Manager's decision.

Within ~~thirtyten~~ (3010) working days from the date of receipt of the appeal, the parties may mutually agree on a neutral party from an independent source to serve as an arbitrator. In the event the parties fail to agree on the neutral party, they shall immediately thereafter jointly request the California State Mediation and Conciliation Service to submit to them a list of five (5) persons qualified and available to act as arbitrator.

If such a list is requested from the State Mediation and Conciliation Service, the parties within ten (10) working days of receipt of the list, shall mutually agree upon the person


on the list who shall be the arbitrator. If one person is not mutually agreed upon, the parties shall within ten (10) days after receipt of the list of names alternately strike two (2) names from such list with the last remaining name to be the person serving as arbitrator. The party having first choice to strike a name from the list shall be determined by lot.

The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this agreement, or impose on any party hereto a limitation or obligation not explicitly provided for in this agreement, or to alter any wage rate or wage structure. The decision of the arbitrator shall be rendered after the evidence and arguments are presented to them by the parties in the presence of each other and in post hearing briefs, if necessary. The decision of the arbitrator shall be final and binding upon the parties.


The arbitrator is requested to expedite the decision as the parties normally expect a decision to be issued within fifteen (15) days after the conclusion of the hearing.

~~For disciplinary action which would result in a suspension of three (3) days or less, the losing party shall pay for the cost of the arbitrator. For disciplinary action which results in a suspension of greater than three (3) days or demotion, reduction in salary or discharge, the arbitrator's expenses shall be borne equally by the parties, regardless of the result of disciplinary action.~~ In either case, each party shall bear the cost of its own representation.

For the City of Santa Cruz:



Sara De Leon, Lead Negotiator
Date:



Timothy L. Davis, Co-Lead Negotiator
Date:

For SEIU:



Devon King, Lead Negotiator
Date:

Olivia Martinez, Co- Lead Negotiator
Date:

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