November 1, 2008 – June 25, 2010

MEMORANDUM OF UNDERSTANDING

CITY OF SANTA CRUZ

AND

CITY OF SANTA CRUZ TEMPORARY SERVICE EMPLOYEES

S.E.I.U. LOCAL 521

November 1, 2008 – June 25, 2010
MEMORANDUM OF UNDERSTANDING
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MEMORANDUM OF UNDERSTANDING
CITY OF SANTA CRUZ AND CITY OF
SANTA CRUZ TEMPORARY SERVICE EMPLOYEES, S.E.I.U., LOCAL 521

SECTION 1.00 PREAMBLE

This Memorandum of Understanding is entered into by the City of Santa Cruz (hereinafter referred to as the City) and the City of Santa Cruz Temporary Service Employees, Service Employees' International Union, Local 521, (hereinafter referred to as the Union), and, upon ratification by the Union membership and a determination is made by the Santa Cruz City Council, is binding under Section 3505.1 of the Government Code.

The City and the Union have met and conferred in good faith and have arrived at an understanding concerning wages, hours, working conditions, and other terms of employment.

The City and the Union recognize their obligation to provide services of the highest quality and efficiency to the community.

The City and the Union affirm the principal that harmonious labor-management relations are to be promoted and furthered.

SECTION 2.00 TERM

The term of this agreement shall begin on November 1, 2008 and shall fully terminate on the last day of the last full pay period in June, 2010 (June 25, 2010).

SECTION 3.00 NO ABROGATION OF RIGHTS

The parties acknowledge that City responsibilities and rights as indicated in current Article 1, Section 1, (Appendix A) of the City's Personnel Rules and Regulations and all applicable State or Municipal laws are neither abrogated nor made subject to the meet and confer process by adoption of this Memorandum of Understanding.

Pursuant to Article 1, Section 1, (Appendix A), the City's rights include, but are not limited to the exclusive right to determine the mission of its constituent departments, commissions, and boards; to determine the procedures and standards of selection for employment and promotion; to direct its employees; to assign work to employees in accordance with the requirements determined by the City; to establish and change work schedules and assignments; to determine the content of job classifications; to hire, transfer and promote or to lay-off employees for lack of work; to suspend, discipline and discharge employees for proper cause if required; to expand or to diminish services; to subcontract any work or operations; and to determine the methods, means

and personnel by which government operations are to be conducted, except as specifically modified by the terms of the Memorandum of Understanding.

The parties further acknowledge that the rights of employees are neither abrogated nor diminished by the adoption of this Memorandum of Understanding.

SECTION 4.00 PAST PRACTICES

The parties agree that they shall adhere to established labor relation's principles in handling past practices. Specifically, in handling past practice issues within the scope of representation:

1. Past practices superseded by revised M.O.U. language are null and void;

2. Past practices which contradict existing M.O.U. language or written City rules shall be null and void upon reasonable notice from the City that the language will be followed;

3. Past practices within the scope of representation that are not covered by M.O.U. language or City rules shall remain in effect through the term of the M.O.U. unless changed through mutual agreement.

SECTION 5.00 RECOGNITION

Pursuant to the Meyers-Milias-Brown act and the City's Personnel Rules and Regulations, S.E.I.U., Local 521, is certified as the recognized employee organization for temporary employees in classifications listed in Exhibit A attached hereto and all workers in the Temporary Service Classifications assigned to fill regular positions which are vacant for recruitment, or to fill the position during the incumbent’s leave. This unit shall be titled Temporary Service Employees.

For the purposes of this M.O.U., the term “employees” shall mean those represented temporary employees listed in Exhibit A.

SECTION 6.00 NO DISCRIMINATION

A. The Union and the City agree to adhere to the City Council policies pertaining to equal opportunity employment and harassment prevention as listed in Exhibits B and C, as well as applicable Federal and State discrimination law.

B. Neither the City, nor the Union, shall interfere with, intimidate, coerce or discriminate against City employees because of their exercising their right to form, join, and participate in the activities of the Union, or exercising their right to refuse to join or participate in the activities of the Union.

SECTION 7.00 UNION SECURITY AND UNION RIGHTS

7.01 Agency Shop

Each employee in the bargaining unit shall contribute to the cost of administration of this Memorandum of Understanding by the Union and for the representation of workers in the bargaining unit by the Union. As a condition of continued employment, all employees shall pay either Union membership dues or an equivalent service fee. Such payments shall be made by payroll deduction only.

New employees shall authorize either Union membership dues or an equivalent service fee within thirty days from date of hire.

Any employee subject to this section who is a member of a bona fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting an employee organization shall upon verification of active membership in such a religious body, satisfactory to the City and the Union, be permitted to make a charitable contribution equal to Union dues to a non-religious, non-labor charitable fund exempt from taxation under IRS Code Section 501(c)3. Such contribution shall be by regular payroll deduction only.

The City shall deduct Union membership dues and any other mutually agreed-upon payroll deductions from the monthly pay of employees.

The service fee shall be automatically deducted for those employees who fail to comply with the agency shop provision within the time limits prescribed. The City shall remit such amount to the Union in a timely manner, with the exception of charitable contributions which shall be remitted to the appropriate organization.

Employees filling positions designated as confidential are represented and may hold membership in the Union, but are excluded from active participation as negotiators, committee chairpersons, or any other role in which he/she represents the Union in matters within the scope of representation pursuant to Section 3507.5 of the Meyers-Milias-Brown Act. Confidential employees shall be exempt from the provisions of agency shop.

S.E.I.U., Local 521, agrees to indemnify, defend and hold the City, its employees, officials and representatives harmless from any claims, litigation or liability arising from the implementation of this section.

7.02 Memorandum of Understanding - Printing and Distribution

The City and the Union will share the cost of printing copies of this Memorandum of Understanding in a mutually agreeable format and make it available to all members. Such distribution shall only occur during an employee's rest period, meal break or non-work time.

When a person is hired in any classification covered by this Memorandum of Understanding, the City shall notify the person that the Union is the recognized employee organization and of the

agency shop provision. The City will provide that person with a copy of the current Memorandum of Understanding.

7.03 Union Notification

Except in cases of bona fide emergencies, the Union shall be given seven (7) workday's advance written notification of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the Santa Cruz City Council, or management, and shall be given the opportunity to meet with the City representative prior to its adoption.

7.04 Bulletin Boards and Department Mail

The Union shall have reasonable access to bulletin boards and departmental mail for the purpose of Union communications. A copy of non-privileged material shall be provided to the Human Resources Department.

7.05 Time Off for Union Officials

7.05.01 Meet and Confer or Consult Sessions

During the term of this agreement, a reasonable number of Union members (from two to five), shall be allowed a reasonable amount of paid release time off for meet and confer or meet and consult sessions scheduled with the City Council's designated representative, providing there is no disruption of work in the employee's division**.** The exact number to be released shall be determined by mutual agreement prior to the session; and shall vary by the type of issue being discussed (i.e., single department affected, multiple departments affected, etc.) The Union shall notify the Director of Human Resources in advance of the meeting of the names of members who will be in attendance. Such Union members shall obtain permission through supervisory channels before leaving their work or work locations.

Ground rules for negotiating successor agreements shall specify the number of Union members allowed for the meet and confer sessions scheduled with the City Council's representatives.

7.05.02 Union Stewards

The Union shall be authorized to designate employees within the unit as stewards, not to exceed five (5) in number and must furnish a list of these stewards to the Human Resource Department on a biannual basis (twice per year). If a designated steward is not available, temporary workers may utilize stewards from the regular bargaining unit. Stewards shall be allowed a reasonable amount of paid release time for the purpose of representing a unit employee within the steward's area of representation as shown below in the filing or processing of identified grievances as long as there is no disruption of work in the employee's division. The Union may designate an alternative representative

when it deems appropriate. Stewards must first obtain permission through appropriate management channels before leaving their work or work location for such purposes, and release shall not be unreasonably denied. This provision shall be limited to periods of regular working hours. It is agreed the City shall not pay stewards for time spent in handling grievances when they are not regularly scheduled to work.

The five (5) Union Stewards will each represent one of the following designated areas**:**

1. Beach
2. Harvey West Pool
3. Library
4. Parks and Recreation
5. At Large

7.05.03 Chief Stewards

In addition to the Union Stewards identified in Section 7.05.02 (Union Stewards), the Union may designate up to two (2) Chief Stewards. Chief Stewards shall be entitled to release time to replace stewards when the designated area Steward is not available.

7.05.04 Union Leave

Upon request of the Union's Santa Cruz Area Director, workers who are Union members may request unpaid release time not to exceed twelve (12) months for Union business.

7.06 Access to City Facilities

With the approval of the site administrator, the Union's representative may meet with members on City facilities during the non-working hours of the employees involved. The non-working hour's restriction does not apply to the handling of grievances. A reasonable effort will be made to accommodate the Union representative.

7.07 Membership List

The City shall supply the Union with an alphabetical list of the names, addresses and classifications of current and prospective Union members monthly. The wishes of employees who file written notice with the Human Resources Department objecting to the release of their address shall be accommodated. The Union agrees to notify all members of this provision and to indemnify the City against any suits arising from the implementation of this provision

7.08 Area Meetings

The City shall provide employees a maximum of one and on-half (1 ½) hours of release time biannually (twice per year) to attend area Union general membership meetings. The one and one-half (1 ½) hours includes travel time to and from the meeting and cannot result in an adverse impact on City operations. The purpose of general membership meetings shall be to nominate

and elect shop stewards and to provide a forum for Union communications. In addition, there may be a maximum of twelve (12) area meetings annually. Union representatives shall have access to City facilities during work hours to conduct such area meetings with employees. The Union shall notify the Human Resources Director at least ten (10) workdays in advance of the date, time, and location of each area meeting. No more than two (2) Union officials shall be provided release time to conduct these meetings.

7.09 C.O.P.E. Deduction

The City agrees to the establishment of a payroll deduction program for voluntary employee contributions to the Committee on Political Education, (C.O.P.E.) subject to the following conditions:

A. Voluntary deductions for C.O.P.E. shall be withheld only if the employee so authorizes in writing on a form provided by the Union and approved by the City.

B. Payroll deductions shall commence on the second pay period after the authorization is received by the City.

C. Employees may sign up, change the amount of their contributions or discontinue their contributions at any time.

D. The Union shall indemnify, defend and hold the City, its officers and employees harmless against any and all claims, demands, suits and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by the City under the provisions of this section.

SECTION 8.00 SALARY STEPS, PERSONNEL FILES AND PERFORMANCE EVALUATIONS

8.01 Personnel Files

There shall be only one official personnel file which shall be maintained in the City's Human Resources Department. Employees shall have the right to review their personnel files and/or authorize, in writing, review by their representatives. No adverse material will be placed in an employee's personnel file without prior notice and a copy given to the employee. Employees may prepare written responses to adverse material placed in their personnel files. Upon presentation to the Human Resources Department, the Human Resources Department will place these written responses in employees' personnel files.

8.01.01 Performance Evaluations

All temporary employees will receive a written performance evaluation from their supervisors upon eligibility for the next step in the salary schedule.

Evaluations are intended to be a summary of the employee's performance over the course of the evaluation period. Evaluations are also to be used as a tool to motivate the employee to work at his/her highest capacity and to communicate and document the employee's level of performance. To this end, if the employee is still actively working at the time the evaluation is completed, the supervisor and the employee will meet and discuss work responsibilities, job standards and objectives, review progress and plan for the employee's future development prior to the evaluation being placed in the employee's personnel file. Employees who are not actively working at the time the evaluation is completed will be mailed their evaluation to the last address provided to the City. Supervisors will make every attempt to address performance issues in a timely manner throughout the evaluation period and provide appropriate feedback to employees on an ongoing basis.

Any additions, corrections, deletions or changes on the original evaluation form, require initialing by both the maker of the amendment and the employee to indicate that the changes have been discussed and understood. No evaluation shall be made on hearsay statements. Employees may also choose to appeal a performance evaluation to the department head and, if not satisfied, formally enter a response to the evaluation in their personnel file. Any unsatisfactory areas in an employee's evaluation shall have attached reasons stated by the rater in the commentary section and shall include specific recommendations for improvement. Disputes regarding performance reviews shall not be subject to the grievance process.

If a step increase is denied as part of the evaluation process, the worker may appeal the denial within fifteen (15) days of receipt to the Department head. The Department Head, or designee, shall meet with the worker and his/her representative, is any, and render a decision within ten (10) business days of the meeting. The decision of the Department Head shall be final.

8.01.02 Late Evaluations

Failure of the supervisor to present the employee with the evaluation within ninety (90) calendar days of the due date, unless extension is mutually agreed upon in writing, shall result in a recommendation of step advancement in conjunction with Section 8.02 (Salary Step Placement and Advancement Within the Range). However, as soon as possible thereafter, the supervisor shall conduct a performance evaluation in accordance with this section.

8.02 Salary Step Placement and Advancement within the Range

8.02.01 Salary Rates Upon Appointment

Temporary workers may be hired at any step in the appropriate salary range depending on the difficulty of recruitment, unusual qualifications, or upon prevailing rates being paid upon the recommendation of the department head and approval of the Director of Human

Resources and the City Manager.

Bargaining Unit employees temporarily filling classifications included in the Service Employees' Bargaining Unit shall be placed in the same salary range as provided to employees in the Service employees' bargaining unit.

8.02.02 Advancement within the Salary Range

Advancement within a temporary employee salary range shall be granted solely on meritorious job performance as documented by a satisfactory performance evaluation.

Step increases for temporaries filling classified positions are as follows:

Starting Step	Placement upon initial hire.
Next Step	Eligible upon completion of 1040 hours worked.
Subsequent Steps	Eligible upon completion of each 2080 hours worked.

Step increases for temporary employees filling unclassified* positions are as follows:

Starting Step	Placement upon initial hire.
Subsequent Step	Eligible upon completion of 600 hours worked.
Subsequent Step	Eligible upon completion of an additional 600 hours worked. (Total 1,200 hours)
Subsequent Step	Eligible upon completion of an additional 600 hours worked. (Total 1,800 hours)
Subsequent Step	Eligible upon completion of an additional 600 hours worked. (Total 2,400 hours)

* Professional and Technical Assistants will receive a 5% increase (in lieu of a step increase) in accordance with this schedule, not to exceed the top of their salary range.

SECTION 9.00 WORK ASSIGNMENTS

9.01 Work Shifts

Where practical, employees shall be assigned regularly scheduled starting and quitting times. The Union recognizes that the nature of some temporary employment is on-call and/or irregularly scheduled. Employees in these types of positions will not be assigned regularly scheduled starting and quitting times. Regularly scheduled employees and the Union will be notified as much in advance as possible, but at least five (5) working days in advance of changes in shift schedules and work weeks.

The scheduling of temporary employees is at the sole discretion of the employing department. If requested, the department head will meet with the Union regarding scheduling assignments. Any disputes regarding work assignments will be resolved by the department head.

9.02 Lunch Period

Employees shall be entitled to an uninterrupted, unpaid lunch period of a minimum of thirty (30) minutes at or about the mid-point of their workday if the workday is a minimum of eight (8) hours.

9.03 Rest Periods

Employees shall be allowed a fifteen (15) minute rest period during each four hours of regular work. Departments may make reasonable rules concerning the scheduling of same. Rest periods not taken shall be waived. Rest periods cannot be taken at the beginning or end of a shift or combined with a meal period unless approved. This is not effective in periods of a bona fide emergency nature. Rest periods shall be considered work time. Employees may be required to perform work during rest periods.

SECTION 10.00 SALARY

A. Effective November 1, 2008, the salaries for all represented classifications will be increased by two and one half percent (2.5%) across the board.

B. Effective October 31, 2009, the salaries for all represented classifications will be increased by two and one half percent (2.5%) across the board.

10.01 Salary upon Return to Temporary Employment

A worker, who returns to temporary employment in the same position within two calendar years, or longer at management's discretion, shall be placed at their most recent salary step.

10.02 Salary Step When Hired Into a Regular Position

When a temporary worker is hired into a higher-level regular position, their pay step in the regular position shall be at least 5% higher than their most recent temporary pay rate, but shall not exceed the top step for the new position.

10.02.01 Credit Towards One (1) Year Probation When Hired Into a Regular Position

Employees hired into positions that require a one-year probation shall receive credit toward completion of the probationary period for any time spent in the same position on a temporary assignment immediately prior to the regular appointment. Such credit shall be given on a monthly basis up to a maximum of six (6) months of credit (per Service MOU Section 8.02.01 – Probationary Period).

10.03 EMT Differential

Lifeguard I's who obtain and maintain an EMT certificate shall receive a five percent (5%)

differential for all hours worked. The employee shall present proof of certification to the Department.

10.04 Bilingual Differential

The City shall provide payment of an additional $0.55 per hour on the hourly rate for hours worked when the City certifies an employee as qualified and the position requires the use of bilingual language skills.

SECTION 11.00 SENIORITY

Seniority for temporary workers shall be defined as hours worked within a given classification from the date of initial hire as a temporary worker.

SECTION 12.00 OVERTIME

The Union understands that from time to time the City will direct employees to work overtime hours. When overtime work is necessary, the City will make an effort to distribute overtime equally among qualified employees. To the extent possible, employees will be given advance notification. An employee may be excused from overtime work for legitimate reasons.

Employees covered by the Fair Labor Standards Act (FLSA) shall be entitled to FLSA overtime which is defined as all hours required by management and actually worked by the employee in excess of forty (40) hours in a work week as defined in section 12.00 Work Week. FLSA overtime is compensated in pay or compensatory time off at one and one-half (1-1/2) times the employee's regular rate of pay. The regular rate shall be as defined in the FLSA.

SECTION 13.00 BEREAVEMENT LEAVE

The purpose of this section is to provide paid leave for employees when they are bereaved at the death of a family member and this loss has had a temporary negative effect on their ability to continue their work performance.

When a temporary worker is scheduled to work and a death occurs in the employee's immediate family, a leave of absence with pay of up to twenty (20) hours per incident, in a seven (7) consecutive day period, may be granted an employee by the department head. For the purpose of this section, "immediate family" is defined as: spouse, parent, son, daughter, grandparent, sibling, mother or father-in-law, grandchild of the employee or spouse, son-in-law, daughter-in-law, grandparent-in-law, registered Principal Domestic partner, or other close relation residing in the employee's household. In rare cases when the individual has no other legal relationship with the deceased other than foster or step-parent, the HR Director or City Manager has the discretion to approve that leave upon application.

13.01 Jury Duty

Employees shall receive equivalent unpaid time off when performing jury duty on their scheduled work day on the day the jury duty is performed. An employee must notify his/her supervisor of the expected duration of the absence and must present to the department head official documents supporting such duty. This section shall not apply to grand jury service.

13.02 Blood Donation

An employee may be granted paid release time of up to a maximum of one (1) hour for donating blood during regularly scheduled hours of work at a City sponsored blood drive. The length of such leave must be approved by the supervisor and is dependent upon the nature and scheduling of the work performed and the travel distance required.

13.03 Workers' Compensation

An employee who is entitled to workers' compensation payments may use accumulated in-lieu paid time and/or compensatory time off to supplement such payments to an amount equal to his/her net salary. After depletion of any accrued paid leaves, the employee shall be eligible for benefits only in the amounts prescribed by the workers' compensation laws.

The Union and the City recognize that work-related injuries/illnesses can often be prevented. Therefore, work-related injuries/illnesses shall be an ongoing agenda item for the Citywide Safety Committee. Proactive, preventive measures may be recommended by the Committee. The Committee will also make recommendations on appropriate way(s) of reviewing workers' compensation claims.

SECTION 14.00 IN-LIEU PAID TIME

Upon completion of 600 or more hours of work, temporary employees shall receive sixteen (16) hours of in-lieu paid time. Subsequently, workers accrue six (6) hours of paid time for every 200 additional hours of work thereafter. Such in-lieu paid time is provided instead of any other type of paid leave or holiday time off (except paid Bereavement Leave). Employees will be allowed to receive payment for accrued in-lieu paid time upon request. Any unused in-lieu paid time will be payable to the employee upon termination of employment.

SECTION 15.00 CAREER ADVANCEMENT

15.01 Job Opening Announcements

The City encourages employees to apply for other positions and, to that end, all job announcements will normally be posted on department bulletin boards and other appropriate locations as determined by the Director of Human Resources. Employees are also advised to access the listings via the City's website and/or the Human Resources Department.

15.02 Training and Cross Training

The City shall maintain, consistent with budgetary allocations and availability, a training program which will enable employees to upgrade their skills and improve their levels of performance.

The City and Union acknowledge that there is a benefit to cross-training of employees. When feasible, the City will cross-train employees to enhance skill development. Employees may request consideration for cross-training opportunities. Such requests will be considered and a timely response provided.

15.03 Reimbursement for Licenses and Certificates

Employees shall be reimbursed for the cost of licenses and certificates which are required to perform their job duties. No reimbursement shall be made for fees of less than $5.

Employees whose job description requires a class A or B driver's license shall receive $100 per month provided they possess and maintain said required license in the performance of their job duties.

15.04 Absence for Examination

An employee shall be granted release time to participate in any part of an examination process for promotion or transfer within the City workforce that is scheduled during the employee's hours of work. The employee shall notify his/her immediate supervisor five (5) calendar days in advance of such an absence.

SECTION 16.00 SAFETY

The City intends to meet its obligation under the California Occupational Safety and Health Act and shall adopt and use reasonable safeguards, devices and practices for safe employment. Responsibility for promoting safety practices is shared equally by the City and its employees. The City will provide appropriate safety training courses and may place reasonable requirements of prior training and/or certification before employees engage in certain activities.

In order to ensure that health and safety hazards are dealt with on a timely basis, the following procedure shall be used to deal with potential hazards.

A. Employees shall report health and safety hazards to their immediate supervisor upon discovery and in accordance with appropriate City Administrative Procedures. If the immediate supervisor is unable to abate the hazard, he/she shall refer the matter to the department/division manager, or

B. Employees may use the Safety Communication System as provided in the City's Administrative Procedure Order.

16.01 Safety Committee

The union may appoint one temporary worker to serve on the Citywide Safety Committee. This Committee shall meet at least quarterly to consider potential or actual health, safety, and training matters. Union members shall serve on the Safety Committee without loss of compensation if scheduled to work during meeting times provided supervisory approval is received.

The Safety Committee shall be apprised of all reported hazards, their status, and resolution of the issue(s).

16.02 Safety Equipment/Uniforms

The City shall provide employees with any necessary and required uniforms or safety equipment required for the performance of their job.

SECTION 17.00 BENEFITS

17.01 Health Care Reimbursement

Employees who work more than 220 hours in the following quarters will be reimbursed 50% the cost of their single coverage medical plan, not to exceed $100 per quarter.

Quarter	Payable
July/August/September	October
October/November/December	January
January/February, March	April
April/May/June	July

Employees must provide a receipt showing their payment for coverage within ten (10) days after the end of each quarter to be eligible for payment. Reimbursement will only be for single medical coverage paid for directly by the employee.

17.02 Bus Passes

Temporary service employees are eligible to participate in the City's free bus pass program. Additional information regarding this program is available from the Human Resources Department.

17.03 CalPERS Long Term Care

Temporary service employees are eligible to participate in the CalPERS Long Term Care insurance benefit. Additional information regarding this program is available from the Human Resources Department.

17.04 Medicare

Temporary service employees and the City (on employees' behalf) participate in and contribute to the Medicare program.

17.05 Computer Discount

Temporary service employees are eligible to participate in the City's computer discount program. Additional information regarding this program is available from the Purchasing Department.

17.06 Cellular Phone Discount

Temporary service employees are eligible to participate in the City's cellular phone discount program for their personal (non-work related) cellular phone. At the time this MOU was negotiated, a variety of service providers offer City employee discounts including AT&T, Nextel/Sprint, T-Mobile, and Verizon. The availability of these discounts is subject to change without notice. Employees must work with the cellular service providers directly to receive their discounts.

SECTION 18.00 GRIEVANCE PROCEDURE

18.01 Purpose

To assure prompt and fair treatment of grievances related to employment.

Any employee or group of employees covered by this Memorandum of Understanding, or the Union acting on their behalf, may file a grievance.

18.02 Definition

A grievance is defined as an alleged violation, misinterpretation or misapplication of the provisions of this Memorandum of Understanding or the City's Personnel Rules and Regulations.

18.03 Limitations

A. A grievant may be represented by an individual of his or her choosing in preparing and presenting a grievance.

B. No reprisal shall result against any employee, group of employees, or the Union, who presents a bona fide grievance under this procedure.

C. Time limits may be extended by mutual agreement of the parties. Absent such agreement, grievances may be advanced to the next step if time limits are not met.

D. Only upon mutual written agreement between the parties may Step I of the grievance procedure be waived.

E. Grievances may, by mutual agreement in writing, be referred back for further consideration or discussion to a prior Step, or advanced to a higher Step of the grievance procedure. If a grievance is moved either forward or backward to another step, the time limits at that step shall be controlling and shall begin on the date the parties agree to the move.

18.04 Procedures

18.04.01 Step I

The grievant will first attempt to resolve the grievance through informal discussions with his/her immediate supervisor or other appropriate departmental personnel. These discussions must be initiated within ten (10) working days of the incident upon which the grievance is based. Meetings shall be scheduled in advance and the nature of the grievance stated when the appointment is made. Every attempt will be made by the parties to settle the issue at this level.

18.04.02 Step II

If the grievance is not resolved through the informal discussions, the grievant or his/her representative may within ten (10) working after the informal meeting, submit a written grievance to his/her department head. The written grievance must contain in clear, factual and concise language.

1. Name of the grievant.
2. A brief statement as to the date, time and place of the occurrence on which the grievance is based and the facts as the grievant see them.
3. The specific provision of the M.O.U. which the grievant alleges has been misinterpreted, misapplied, or violated.
4. Steps taken toward informal resolution.
5. The action the grievant believes will resolve the grievance.
6. The name of any representative chosen by the grievant.
7. A copy of the written grievance, signed by the grievant or Union Representative, shall be presented at the time of the department head conference. However, the grievance will not be processed by the City until the Grievant or employee representative of a group grievance has signed the written grievance document.

The department head shall hold a conference with the grievant within ten (10) workdays following receipt of the formal grievance. He/she shall prepare a written response within five (5) working days after the conference. Copies shall go to the parties involved including the employee's representative and the Human Resources Department.

18.04.03 Step III

If the grievance is not resolved, the grievant may, within five (5) workdays following

receipt of the department head's response, appeal to the City Manager or his/her representative, stating in writing the basis for the appeal. The grievance may also be appealed if the department head fails to respond within fifteen (15) workdays after submission of the formal grievance. The City Manager or his/her representative shall set a meeting within ten (10) workdays of receiving the appeal. The grievant and/or his/her representative state their position on the grievance to the City Manager and present any other materials that they deem relevant to the grievance. The City Manager or his/her representative shall render a written decision to all parties directly involved within fifteen (15) workdays following the meeting. The decision of the City Manager on the grievance shall be final.

SECTION 19.00 DISCIPLINE

The City and Union acknowledge that temporary employees have at will employment status and that either the employee or the City is entitled to end the employment relationship at any time, for any reason.

Should the City decide to terminate, suspend or demote a temporary employee due to performance and/or attendance issues, it will so notify the employee in writing with concurrent notice to the Union. Upon request, by the employee or the Union, a meeting will be scheduled with the department head to allow the employee and/or their representative to provide explanatory or mitigating information, which the City will consider in determining if any change in its position is appropriate. The department head shall have the final decision in all temporary employee decisions. There is no appeal.

SECTION 20.00 WRITTEN REPRIMANDS

A written reprimand may be issued by an employee’s supervisor if an employee has violated a City rule, provision of the MOU, or if his/her performance is in need of improvement. Written reprimands shall be placed in the employee’s personnel file. An employee shall have the right to prepare a written response to the reprimand and have said response placed in his/her personnel file. An employee may appeal the supervisor’s decision to issue a written reprimand to his/her department head by filing an appeal to the department head within ten (10) working days of receipt of the reprimand. The department head’s decision regarding the written reprimand shall be final.

SECTION 21.00 LABOR/MANAGEMENT COMMITTEE

The City and the Union agree to establish a committee for the purpose of discussing the use and management of temporary employees and positions. Each party (City and Union) may appoint up to four (4) representatives to the committee. The committee will meet at least twice per each contract year at a date, time, and location that is mutually convenient.

The committee will review data pertaining to temporary employees including: names, hours

worked, position classification, assigned department, original start date, and position status (temporary or regular). The purpose of reviewing this data is to identify if and when it is appropriate to transition temporary workers &/or positions to regular employment status. As a result of working with this data, the committee shall also recommend improved tracking and accounting practices for managing temporary employees and positions.

Additionally, in an effort to maintain transparency and accountability in the recruitment and selection of temporary employees, the committee shall discuss and recommend improvement to those processes.

SECTION 22.00 AUTHORIZED AGENTS

For the purposes of administering the terms and provisions of this Memorandum of Understanding:

A. The City's principal authorized agent shall be the Director of Human Resources, or his/her duly authorized agent (address 809 Center Street, Room 6, Santa Cruz, CA 95060); except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

B. The Union's principal authorized agent shall be the Field Representative of Local 521, or his/her duly authorized representative (address 517 Mission Street, #B, Santa Cruz, CA 95060.)

SECTION 23.00 RENEGOTIATIONS

If the Union desires to negotiate a successor M.O.U., then the Union shall serve upon the City, no later than 60 days prior to the expiration date of the M.O.U., its written request to begin negotiations as well as its written proposals modifying the M.O.U.

Negotiations shall begin within thirty (30) days from the date of receipt by the City of such notice and proposals, or any other mutually agreed upon dates.

SECTION 24.00 SEVERABILITY

Should any of the provisions herein contained be rendered or declared invalid by reason of any State or Federal legislation or court action, such invalidations shall not invalidate the remaining portions of this Memorandum of Understanding, which shall remain in full force and effect, insofar as such remaining portions are severable.

Date: _____

CITY OF SANTA CRUZ

_____
Susan Elgin

_____
Carol Scurich

_____
Joe McMullen

_____
Lisa Martinez Sullivan

Date: _____

CITY OF SANTA CRUZ TEMPORARY SERVICE EMPLOYEES, S.E.I.U., LOCAL 521

_____
Jon Bailiff

_____
Reimundo Carranza

_____
Sonia Laracuente

EXHIBIT A

List of Classifications in Temporary Service Employees Bargaining Unit

Aquatic Instructor/Coach
Beach Captain
Beach Lieutenant
Beach Lifeguard I
Beach Lifeguard II
Cashier
Community Service Aide I
Community Service Aide II
Library Page
Maintenance Worker Aide
Office Assistant
Pool Lifeguard
Pool Manager
Professional & Technical Assistant
Ranger
Recreation Area Aide
Recreation I
Recreation II
Recreation III
Recreation IV
All temporary employees filling regular, service classifications

EXHIBIT B

Santa Cruz City Council Statement of Equal Employment Opportunity and Non-Discrimination Policy

It is the policy of the City Council of Santa Cruz to provide all current and prospective employees with equal opportunity in employment without discrimination on the basis of race, color, creed, national origin, ancestry, religion, disability, medical condition, gender, height, weight, physical characteristics, marital status, sex, age, sexual orientation, organizational affiliation, disabled veteran status, or status as a veteran of the Vietnam era (except when sex, age, disability, or medical condition is a bona fide occupational qualification). This non-discrimination policy applies to decisions affecting recruitment, selection, placement, assignment, training, transfer, promotion, evaluation, discipline, termination, compensation, benefits, and all other aspects of employment.

The City Council recognizes that the most fundamental function of a municipality is to deliver services such as law enforcement, fire protection, and public utilities to persons who live and work in the City and who pay taxes to finance the delivery of these services. Because the populace of Santa Cruz is culturally diverse and ethnically diverse, it is reasonable to conclude that Santa Cruz can most effectively and efficiently function in its role as a municipal service provider when its workforce, charged with responsibility for delivering municipal services, is similarly, ethnically, and culturally diverse. While Santa Cruz does not have, and never has had, "quota" or "set-aside" programs to assure that its workforce enjoys the same cultural and ethnic diversity that the City enjoys overall, it is the policy of the City Council, in order to achieve its objective of effective and efficient delivery of municipal services, to actively and aggressively recruit qualified applicants for City employment from all cultural and ethnic sectors of the City and County of Santa Cruz, including members of protected classes who may have been inadvertently excluded or under-utilized in the past. While this recruitment policy process specifically contemplates identifying groups and organizations comprised of, or with close connections to, members of protected classes, the policy is implemented within the context of the City's overall policy to recruit the most qualified employees from all sectors of the community, and is included within the overall policy as a safeguard to assure that protected class members are not inadvertently deprived of an equal opportunity to compete for City employment positions.

This policy serves to assist the City in approaching a goal whereby,
through the provision of equal opportunity to all sectors of the community, the City achieves and maintains a workforce which includes women and minorities in percentages consistent with those of the Santa Cruz labor market and/or the labor market of any larger recruitment area. The City Council further recognizes that discrimination of the type prohibited by Santa Cruz City policy and ordinance is also strictly prohibited by the Constitution of the United States of America and the State of California Constitution. These constitutional proscriptions against discrimination not only forbid acts of discrimination by individuals, but also institutional discrimination by public entities that might not be apparent but for periodic review and examination of patterns and practices with respect to hiring and employment of workers. To that end, Santa Cruz is committed to an annual self-examination of its workforce to identify the

number and placement of minority, women, disabled, and other protected class individuals within that workforce to confirm that Santa Cruz is not engaging in unlawful and unconstitutional discriminatory hiring and employment practices either through acts of commission or omission.

Through the establishment and implementation of this policy, it is the intent of the City Council to actively support and comply with the following laws and regulations: the Equal Pay Act of 1963; 53 Title VII of the Civil Rights Act of 1964 (as amended by the Equal Employment Opportunity Act of 1972); Executive Order 11246 (as amended by Executive Order 11375 [revised order #4] of 1968); the Age Discrimination in Employment Act of 1967 (as amended in 1978); the Rehabilitation Act of 1973; The Vietnam Veteran's Readjustment Act of 1974; the California Fair Employment and Housing Act of 1980; the California Fair Employment and Housing Commission Rules and Regulations; the Americans With Disabilities Act of 1991; the Civil Rights Act of 1991; and the City of Santa Cruz Anti-Discrimination Ordinance of 1992. The City Council charges the City Manager with responsibility for, and holds the City Manager accountable for developing, implementing, and administering an Equal Employment Opportunity/Non-Discrimination Program to carry out these policies and objectives.

EXHIBIT C

Discrimination/Harassment Policy and Complaint Procedure

City of Santa Cruz II-1A
Administrative Procedure Order
Section II, #1A (Revised October 1, 1999)

PURPOSE

The purpose of this policy is to confirm the City of Santa Cruz' commitment to maintain a work environment free from unlawful discrimination and/or harassment for all current and prospective City employees.

This policy:

- defines discrimination and harassment under this policy;
- confirms the City's commitment to prohibit and prevent unlawful discrimination and harassment in employment; and
- provides a City complaint and investigation procedure to resolve complaints of alleged discrimination or harassment in violation of law or this policy.

POLICY

It is the policy of the Santa Cruz City Council to provide all current and prospective employees with equal opportunity in employment without discrimination on the basis of race, color, creed, national origin, ancestry, religion, disability, medical condition (including pregnancy, child birth and cancer-related conditions), gender, height, weight, physical characteristics, marital status, sex, age, sexual orientation, organizational affiliation, disabled veteran status or status as a veteran of the Vietnam era (except when age, disability or medical condition is a bona fide occupational qualification) and to further assure that all such current and prospective employees are guaranteed a work environment free from unlawful discrimination. In applying and interpreting this policy, any person charged with doing so shall define the terms of art used in the policy in a manner which is consistent with all applicable Federal, State and Municipal statutes, regulations and ordinances. This policy pertains to all aspects of employment with the City or the application for employment with the City including, but not limited to, recruitment, selection, placement, assignment, training, transfer, promotion, evaluation, discipline, termination, compensation and benefits. The City's non-discrimination/non-harassment policy prohibits any form of unlawful conduct, and the City shall take aggressive steps to prevent discrimination and harassment from occurring in the workplace. When such discrimination or harassment is detected in the workplace, the City will take aggressive, prompt and fair measures to eradicate the misconduct. To this end, the City, upon confirming the existence of discrimination or harassment prohibited by this policy, shall take disciplinary action against those responsible for the discrimination or harassment up to and including termination of employment.

This policy is promulgated in recognition of the fact that discrimination and harassment of the

type prohibited by this policy, if allowed to exist, not only violates Federal, State and Municipal law but also serves to undermine employee integrity, create low employee morale, reduce employee productivity and cause skilled and valuable workers to leave
their City employment. All of this, in turn, is detrimental to the general health and welfare of the community, which depends upon a highly motivated and skilled body of City employees to deliver essential Municipal services.

The City Council further acknowledges and understands that in order to implement a non-discrimination/nonharassment policy of the type hereby promulgated, it is essential that all persons who witness or experience discrimination or harassment of the type prohibited by this policy report that discrimination or harassment immediately in order to facilitate early, Accordingly, any retaliation against a person for filing a discrimination/harassment complaint, reporting discrimination/harassment which he or she has witnessed or assisting in a discrimination/harassment investigation is strictly prohibited. Employees found to have participated in retaliatory action in contravention of this policy shall, therefore, be subject to disciplinary action up to and including termination.

In interpreting and implementing this policy, the constitutional rights of free speech and association shall be accommodated in a manner consistent with applicable Federal and State law in a manner consistent with the intent of this policy.

DEFINITIONS

I. Discrimination

"Discrimination" as used in this policy is defined to include, but is not limited to:

A. Basing an employment decision as to a job applicant or employee (e.g., decision to hire, promote, transfer, terminate, etc.) on one's protected status (e.g., race, sex, age, religion, etc.).

B. Treating an applicant or employee differently with regard to any aspect of employment because of his or her
protected status.

C. Engaging in harassment, as more specifically defined below.

D. Taking adverse employment action (i.e., demotion, transfer, discipline, termination) against an employee based on the employee opposing discrimination in the workplace; assisting, supporting or associating with a member of a protected group who complains about discrimination; or assisting in an investigation of discrimination.

II. Harassment

"Harassment" as used in this policy is defined to include, but is not limited to:

A. Speech, such as epithets, derogatory comments or slurs and lewd propositioning on the basis of race, color, creed, national origin, ancestry, religion, disability, medical condition (including pregnancy, child birth and cancer-related conditions), gender, height, weight, physical characteristics, marital status, sex, age, sexual orientation, organizational affiliation, disabled veteran status or status as a veteran of the Vietnam era. Prohibited speech may include inappropriate sex-oriented comments on appearance, including dress or physical features, or race-oriented stories and jokes.

B. Physical acts, such as assault, impeding or blocking movement, offensive touching or physical interference with normal work or movement when directed at an individual on the protected bases listed in the policy. Prohibited physical acts include pinching, grabbing, patting, propositioning, leering or making explicit or implied job threats or promises in return for submission to physical acts.

C. Visual insults, such as derogatory posters, cartoons or drawings related to the protected bases listed in the policy (e.g., race, sex, religion, etc.).

D. Unwanted sexual advances, requests for sexual favors and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or create an intimidating, hostile or offensive working environment.

DUTIES

I Director of Human Resources

The Director of Human Resources shall be responsible for:

A. Insuring that this policy and complaint procedures are disseminated to all employees.

B. Providing training and assistance to department heads, supervisors and employees in preventing and addressing discrimination and harassment.

C. Investigating, resolving and making findings and recommendations on complaints of unlawful discrimination
and harassment.

II Department Heads

Department heads shall be responsible for:

A. Assisting the Director of Human Resources by disseminating this policy and ensuring that the workplace remains free of discrimination and/or harassment.

B. Coordinating and cooperating with the Director of Human Resources in resolving complaints involving employees in their respective departments; and, when discrimination/ harassment has occurred, taking:

- Prompt and appropriate remedial action against the perpetrator/harasser;
- Reasonable steps to protect the complainant from further discrimination/-harassment;
- Reasonable steps to protect the complainant from retaliation as a result of communicating the complaint;
- Action to remedy the effects of discrimination/harassment.

III Employees

Employees shall cooperate fully with all investigations of discrimination and harassment and implementation of remedial measures and shall not retaliate against complainants or witnesses.

IV Independent Contractors

Contracts with the City of Santa Cruz which contain an equal employment/non-discrimination clause shall also include language requiring those contractors to be responsible for insuring that effective policies and procedures concerning the prevention of harassment exist in their companies.

DISSEMINATION OF POLICY AND TRAINING

All employees, supervisors and managers shall receive a copy of this policy, and all regular City employees shall attend sexual harassment and cultural diversity training.

DISCRIMINATION/HARASSMENT COMPLAINT PROCEDURE

This complaint procedure is available to City of Santa Cruz employees and individuals that believe that they have been subjected to discrimination and/or harassment in relation to employment with the City of Santa Cruz. Complainants, and employees alleged to have engaged in discrimination or harassment, may choose to be represented
at any or all steps in the complaint process.

I Filing a Complaint

Complaints may be submitted to an employee's immediate supervisor, any supervisor or manager within or outside the department, the department head or the Director of Human Resources within one (1) year of the date the alleged action occurred. Any City of Santa

Cruz supervisor, manager or department head who receives a discrimination/harassment complaint shall notify the Director of Human Resources as soon as possible after receiving the complaint. Complaints may be presented orally or in writing.

If possible, written complaints should include the following information:

- The name, address and telephone number of the complainant;
- The basis for the alleged discrimination or harassment *(i.e., race, color, religion, age, sex, etc.;*
- The specific discriminatory practice(s) or incident(s) that have occurred;
- The names of any persons thought to be responsible for the discrimination/ harassment;
- The remedy the complainant is seeking as a result of the complaint;
- The name, address and telephone number of the complainant's representative, if any.

If complainants wish to file the complaint in person and receive assistance, they may contact the Personnel Department to schedule an appointment with a staff investigator.

II Investigation and Resolution

After reviewing the discrimination/harassment complaint, the Director of Human Resources shall determine if an investigation is necessary to resolve the issues of the complaint and, if so, authorize and supervise the investigation of the complaint. The complainant will be receipt of the complaint and will be kept apprised of the status of the investigation. Every effort will be made to conclude the investigation within one hundred and twenty (120) calendar days of receipt of the complaint.

The Director of Human Resources will not proceed with the investigation of a complaint if the complaint contains no assertion that the alleged acts occurred based on one or more of the nineteen (19) discriminatory bases or if a nexus cannot be established between the alleged act(s) and discrimination based on one of the nineteen (19) protected categories. When the investigation is completed, the Director of Human Resources will determine if there is sufficient evidence to substantiate a violation of the City's Discrimination/Harassment Policy and if remedial action is necessary to resolve the issues of the complaint. The complainant, alleged perpetrator/harasser and department head will be notified of the director's determination. If discipline is imposed, the discipline will not be communicated to the complainant.

If it would present a conflict (or the appearance of such) for the review and investigation of a complaint to be conducted by the Human Resources Department, the City Manager will be responsible for this process.

III City Manager Review

Complainants who are not satisfied with the Human Resources Director's determination may request a review by the City Manager (or his/her representative), in writing, within

ten (10) workdays following receipt of the Director of Human Resources' determination. The City Manager (or his/her representative) shall review the complainant's written appeal and the investigative findings and shall render a written decision within thirty (30) workdays following the review.

IV Additional Remedies

Current City employees covered by a memorandum of understanding that includes arbitration as the final step in the grievance process may request that the matter be taken to arbitration in accordance with the specific procedures contained in the applicable memorandum of understanding.

In addition, all complainants may file complaints of discrimination or harassment with the State of California Department of Fair Employment and Housing and the Federal Equal Employment Opportunity Commission, whether or not complainants choose to use the City of Santa Cruz' complaint procedure. Time limits for filing complaints with State and Federal compliance agencies vary and those agencies should be contacted directly for specific information. The addresses and telephone numbers (as of the revision date of this procedure) are:

Department of Fair Employment and Housing
111 North Market Street, Suite 810
San Jose, CA 95113-1102
Phone: (408) 277-1277 or (800) 884-1684

Equal Employment Opportunity Commission
San Jose Office
96 North Third Street, Suite 200
San Jose, CA 95112
Phone: (408) 291-7352