MEMORANDUM OF UNDERSTANDING

CITY OF SANTA CRUZ AND
SANTA CRUZ FIREFIGHTERS, I.A.F.F. LOCAL 1716

2008 - 2011

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MEMORANDUM OF UNDERSTANDING

CITY OF SANTA CRUZ AND CITY OF SANTA CRUZ FIREFIGHTERS

I.A.F.F. LOCAL 1716

SECTION 1.00 - TERM

The term of this Memorandum of Understanding (Memorandum) shall commence July 12, 2008 and expires the day prior to the beginning of the first full pay period in July 2011, on July 8, 2011.

SECTION 2.00 - PREAMBLE

This Memorandum is entered into by the City of Santa Cruz (hereinafter referred to as the City) and the Santa Cruz Firefighters, I.A.F.F. Local 1716 (hereinafter referred to as the Union). For the purpose of this Memorandum, employee shall mean a regular, full-time Firefighter, Fire Engineer, Fire Captain, Deputy Fire Marshal, or Fire Prevention Inspector(s). This Memorandum is subject to Sections 3500-3510 of the Government Code of the State of California, the City of Santa Cruz Charter and Municipal Code, and the Santa Cruz Personnel Rules and Regulations.

SECTION 3.00 - NO ABROGATION OF RIGHTS

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

SECTION 4.00 - UNION/MANAGEMENT RELATIONS

A. The Union and management recognize their obligation to provide services of the highest quality and efficiency. To this end, the City and the Union affirm their joint responsibility to endeavor to promote harmonious labor/management relations.

B. The City intends to meet its obligation under the California Occupational Safety and Health Act and shall adopt and use safeguards, devices and practices, reasonably adequate to render employment safe. The Union agrees to assist the City by working in concert with management to encourage employees to work safely.

4.01Association Use of City E-Mail System

The Union may be permitted to use City e-mail for the following purposes:

Notice of Union meetings and agendas
Notice of Union sponsored events

Notice of Union elections
Reports from Union committees
Rulings and discussion of Union policies
Union newsletters
Other official Union business as may be necessary and which conforms to the guidelines outlined below

No notice or announcement which contains defamatory statements about the City, including any City department, any City official, or any City employee(s) shall be transmitted by City e-mail. The City reserves the right to refuse to allow notices to be sent through the City's e-mail system that interfere with the Department's operational needs, workflow, or mission.

Any violation of this section shall entitle the City to cancel its provisions and revoke the Union's privilege to use the City's e-mail system pursuant to this section.

The parties agree to discuss any conflicts that may arise.

SECTION 5.00 - UNION RECOGNITION/AGENCY SHOP

5.01Recognition

Pursuant to the Meyer-Milias-Brown Act and the City's Personnel Rules and Regulations, the Union is certified as the recognized employee organization representing regular, full-time Firefighters, Fire Engineers, Fire Captains, Deputy Fire Marshal, and Fire Prevention Inspector(s).

5.02Payroll Deduction

The City shall deduct Union membership dues and any other mutually agreed upon payroll deductions from the monthly pay of member employees. Deductions must be authorized in writing by the employee on a form acceptable to the City and the Union. The City shall remit such amount to the Union in a timely manner.

5.03Agency Shop

Pursuant to the 1995 Agency Shop election, 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. All employees shall pay either Union membership dues or a service fee reflecting the cost of representation. Such payments shall be made by payroll deduction only.

New employees shall authorize either Union membership dues or a service fee within thirty (30) days from date of hire.

<u>The City and Union agree that:</u>

1. The Union shall adhere to all statutory and judicial requirements, and to maintain an appropriate complaint procedure. The Union shall also establish alternative procedures for employees who are members of a bona fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting any public employee organization, to make alternative charitable contributions in accordance with Government Code Section 3502.5.

2. The Union will indemnify and hold the City harmless from any and all liability arising out of the implementation and administration of the Agency Shop provision.

3. The Union shall be responsible for enforcing the provisions of this section using appropriate civil procedures. The City is not responsible for disciplining employees for violation of this section.

5.04Union Notification

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

SECTION 6.00 - FULL UNDERSTANDING, MODIFICATION, WAIVER

This agreement, plus any written departmental rules or regulations sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein.

It is further agreed and understood that, except in cases of emergency, the City shall not implement any changes to any matter within scope, as defined by the Meyers-Milias-Brown Act, as amended, not covered herein without first having met and conferred with the Union. For purposes of this Agreement, emergency means any sudden and unforeseeable incident or occurrence. Changes implemented pursuant to this paragraph shall only be in effect for the duration of the emergency causing the change.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved by the City and ratified by the membership of the Union.

The waiver of any breach of any term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

SECTION 7.00 - NO DISCRIMINATION

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

SECTION 8.00 - WORK WEEK/SHIFTS/ASSIGNMENTS

8.0156 Hour/Week Schedule

8.01.01 Work Week

The work week shall average 56 hours.

8.01.02 Shifts

On-duty shifts shall commence at the hour of 7:00 a.m. and shall be completed at 7:00 a.m. the following day.

8.01.03 Time Released

Employees shall not be released from duty at the end of a shift until the employee is relieved by a shift-employee replacing the position then held by such employee unless otherwise directed by management personnel.

8.0240 Hour/Week Schedule

8.02.01 Work Week

The work week for employees assigned to a 40-hour/week schedule shall typically consist of five consecutive days totaling 40 hours. An alternate work schedule (such as a 4-10 plan) may be assigned by the Fire Chief.

8.02.02 Schedule

The Fire Chief shall assign starting and quitting times to these employees to meet operational needs. Affected employees will be notified five (5) working days in advance of changes in work schedules. This shall not preclude the City from effecting schedule changes due to operational needs, overtime or emergency work.

8.03Job Assignment

An employee may be temporarily assigned from a fire suppression position to a fire prevention position. Such a temporary assignment may be no longer than six (6) months in duration and an assignment may not occur more than once in a two (2) year period. Assignment duration may exceed a six (6) month period in cases of bona fide medical/disability condition of employee or upon mutual consent.

A Captain may be temporarily assigned from a fire suppression position to the Marine Rescue Division. Captains assigned to the Marine Rescue Program will be allowed to work an alternate 40 hour per week work schedule. This assignment will not exclude this employee from overtime shift work in accordance with Fire Department policies, procedures, and practices.

8.04Staffing

Staffing will be in accordance with Policy and Procedure Manual, Article 5, #5-20.

SECTION 9.00 - PERSONNEL ACTION

9.01Performance Evaluations

It is compulsory that all regular employees receive an annual written performance evaluation from their supervisor. All employees serving their twelve (12) month probationary period will be evaluated at the completion of their third (3rd), sixth (6th), and twelfth (12th) month of service. All other regular employees will be evaluated annually on their merit review date.

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, 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. Disputes regarding performance reviews shall not be subject to the grievance process, except that any reduction to the employee's current pay step shall be subject to Section 19.00, Disciplinary Appeals Procedure.

Failure of the supervisor to present the employee with the evaluation within ninety (90) calendar days of the due date, unless an extension is mutually agreed upon in writing, shall result in a recommendation of step advancement in conjunction with Section 10.01.02 (Advancement Within the Range). However, as soon as possible thereafter, the supervisor shall conduct a performance evaluation in accordance with Section 9.01 (Performance Evaluations).

9.02Probation

9.02.01 Probationary Period

All original, promotional and re-hire appointments shall be subject to a probationary period of twelve (12) months (and up to three (3) additional months if the probationary period is extended in accordance with Section 9.02.06 (Extension of Probation) of this

memorandum). Any time spent by an employee on unpaid status shall not be counted as qualifying service toward completion of the probationary period.

9.02.02 Objective of Probationary Period

The probationary period shall be regarded as part of the selection process and shall be utilized for training the new employee on work assignments and standards, and observing and evaluating the employee's performance.

9.02.03 Hiring and Training Phase Probationary Period

The hiring and training phase probationary period includes the period of time new, recruit firefighters spend in the Santa Cruz Fire Department's Cadet Training Academy. It is part of the hiring process, intended to train newly hired firefighters and evaluate their ability to attain the knowledge, skills, and abilities needed to perform the job of a firefighter/paramedic with adequate success. It is also intended to determine whether or not the candidate is able to adapt to the rigors of emergency fire and rescue operations and perform adequately in a team environment.

9.02.04 Entry Level Probationary Period

The entry level probationary period is one year in length and begins upon assignment of the candidate to their first 24-hour shift. This probationary period is intended to evaluate whether or not an adequately trained entry level firefighter/paramedic is able to apply all s/he learned in the Cadet Training Academy in a real-life, team oriented atmosphere. It is also intended to determine whether or not the entry level firefighter/paramedic has the ability to contribute to the fulfillment of the department's vision and mission and perform and conduct themselves adequately and appropriately within the department's values and organizational expectations culture.

9.02.05 Rejection of Probationary Employee

During the probation period, an employee may be rejected at any time by the appointing authority without the right of appeal. Notification of rejection shall be served to the probationary employee in writing. Any promoted employee who is rejected during the probationary period shall be reinstated to the position from which promotion occurred; unless the rejection is due to discharge in which case no reinstatement shall occur.

9.02.06 Extension of Probation

All efforts will be made to sufficiently evaluate the probationary employee during the assigned period. An extension of the probationary period may, however, be recommended

by the appointing authority when good cause exists. Such extensions shall be for a specific period of time not to exceed three (3) months.

9.03Personnel 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 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, within thirty (30) days of receipt of these, cause to be placed in their personnel files responses to adverse material inserted therein.

SECTION 10.00 - PAY RATES AND PRACTICES

10.01 Salary Steps

The classifications in the unit shall be assigned salary ranges that increase by 6% between steps.

10.01.01 Salary Rates Upon Appointment

New employees shall be hired at the first step of the classification's salary range; unless a higher starting step is recommended by the Fire Chief, based on the employee's advanced qualifications for the position and such recommendation is approved by the Director of Human Resources and City Manager.

10.01.02 Advancement Within the Range

A. Advancement within a classification's salary range shall normally be granted on the employee's scheduled merit review date. Such advancements shall be based solely on meritorious job performance as documented by a satisfactory performance evaluation and successful completion of department required training standards.

B. Employees are eligible for their first merit increase at the end of the first six (6) months of their twelve (12) month probation. After successful completion of the full probation, the employee shall be eligible for subsequent merit increases after each full year on paid status from the last merit review date, continuing until the top of the salary range is attained.

C. Merit increases shall normally be from one pay step to the next higher pay step. Increases of greater than one (1) step may, however, be recommended by the Fire Chief when exceptional performance has been demonstrated by the employee. Such step increases must be approved by the City Manager.

D. A merit increase may be denied by the Fire Chief when an employee's job performance falls below the acceptable work standards for the duties assigned. The Fire Chief may, in such a case, recommend that the employee's work performance be reviewed again at a specific time before the next review date. If a merit increase is granted at that time, the employee's original review date shall not change and she/he shall be eligible for the next merit increase after one (1) year on a paid status from the original review date.

E. An employee's scheduled merit review date shall be adjusted for any time spent by the employee on unpaid status.

F. Upon receipt of satisfactory annual evaluation, the effective date for a merit increase shall be the first day of the pay period which includes the employee's merit review date.

10.02 Salary

A. Effective July 12, 2008, the salaries for represented classifications will be increased as follows:

Firefighter	9.24%
Fire Inspector I/II	9.24%
Engineer	7.34%
Captain	7.62%
Deputy Fire Marshall	7.62%

B. Effective October 4, 2008, the salaries for all represented classifications will be increased by 2.5%.

C. Effective January 10, 2009, the salary for the Engineer, Captain, and Deputy Fire Marshall classifications will be increased by 3%.

D. Effective October 3, 2009, the salaries for all represented classifications will be increased by 3%.

E. Effective October 2, 2010, the salaries for all represented classifications will be increased by 2%.

10.03 P.E.R.S.

The City will provide the 3% at 50 CalPERS Retirement Plan for Fire Safety members. Employees are responsible for the payment of the 9% employee share of CalPERS on a unit-wide basis.

The City will maintain the IRS 414(h)(2) provision (for tax purposes only) allowing the employee to defer State and Federal income taxes on their PERS contributions.

The City's contract with CalPERS includes the service credit for unused sick leave (Section 20965).

10.04 Overtime

10.04.01 56-Hour Work Week

Overtime is additional time worked in excess of an employee's regular work shift. Overtime shall be paid at one and one-half (1 1/2) times the base rate of pay.

FLSA overtime is defined as all hours required by Management and actually worked by the employee, in excess of the maximum non-overtime hours allowed in the work period. (See Exhibit C for a listing of work periods and the maximum non-overtime hours for each work period.)

FLSA overtime shall be compensated in money at one and one-half (1½) times the employee's regular rate. The regular rate shall be as defined in the FLSA.

The City has the right to decide whether or not the Section 7 (k) exemption, as provided by the FLSA, shall apply. The City also has the right to select the work period, as defined by the FLSA.

Firefighters, Fire Engineers, and Fire Captains, may choose, in lieu of overtime payment, to have overtime hours worked converted to a compensatory time bank at the rate of one and one-half time the hours worked. Employees' compensatory time bank shall not exceed ninety-six (96) hours.

The use of compensatory time off shall be in accordance with department policy. An employee may only be granted compensatory time off if there is sufficient staffing. Compensatory time off will not be allowed if the department would be required to call in another employee to fill-in for the employee requesting time off and thus causing an overtime situation.

At the end of each fiscal year, employees may receive payment for a maximum of forty-eight (48) hours of accrued compensatory time and/or carryover accrued compensatory hours to the new fiscal year.

10.04.02 40-Hour Work Week

Overtime shall be defined as all management authorized hours in a paid status in excess of forty *(40)* hours per week, which are contiguous with the employee's regular work schedule, excluding voluntary training. Overtime shall be computed at the rate of one and

one-half *(1½)* times the base hourly rate or may be converted to compensatory time off at the rate of one and one-half *(1½)* times the hours worked.

Employees covered by the Fair Labor Standards Act 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 period as defined by the City. FLSA overtime is compensated in pay or compensatory time off at one and one-half *(1½)* times the employee's regular rate of pay. The regular rate shall be defined in the FLSA.

An employee with accrued compensatory time off shall be permitted to use such time within a reasonable period after making the request unless such time off will unduly disrupt the operations of the department. Compensatory time off shall not be allowed to accumulate beyond one hundred twenty (120) hours at any given time.

At the end of each fiscal year, employees may receive payment for a maximum of sixty (60) hours of accrued compensatory time and/or carryover accrued compensatory hours to the new fiscal year.

10.05 Call Back

Call back is defined as any time an employee is directed to work and actually works for a period not contiguous with his/her regular shift. Employees so directed shall be compensated at their applicable overtime rate of pay for a minimum of two (2) hours (see Section 10.04 to determine applicable overtime rate). Up to one-half (½) hour will be paid for travel on emergency callbacks.

Notwithstanding the foregoing, any employee called back to work by reason of a shift-trade between employees within the bargaining unit shall not receive the premium set forth herein.

10.06 Back-Up Duty Chief Assignment

Back-up Duty Chief assignments will be made in accordance with Santa Cruz Fire Department Policy and Procedure manual Article 2, #B.2-6 (Back-Up Duty Chief Assignment).

Compensation for back-up Duty Chief assignments is as follows:

A. For every weekday covered, a stipend equal to 1 ½ hours of “B” step Battalion Chief (40-hour) pay shall be provided.

B. For every weekend day covered (24-hour period), a stipend equal to 2 hours of “B” step Battalion Chief (40-hour) pay shall be provided.

C. For every 8-hour City designated holiday covered (24-hour period), a stipend equal to 4 hours of “B” step Battalion Chief (40-hour) pay shall be provided and 4 additional hours will be credited to the employee’s accrued compensatory time bank.

D. For every 4-hour City designated holiday covered (19-hour period), a stipend equal to 2 hours of "B" step Battalion Chief (40-hour) pay shall be provided and 2 additional hours will be credited to the employee's accrued compensatory time bank.

10.07 Holidays

10.07.01 56 Hours per Week Employees:

The City shall provide for holidays at the rate of 192 hours per fiscal year.

Pursuant to City directives, time may be paid as time-off granted. In no case, will holiday time be carried over to the next fiscal year and holidays shall be paid at a straight time rate. If paid, a separate check shall be issued for 96 hours in the first six *(6)* months, and again for 96 hours in the second six *(6)* months of the fiscal year.

10.07.02 40 Hours per Week Employees:

40 hour per week employees within the unit, shall have the following specific holidays with pay:

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving
Second half of the workshift Christmas Eve
(if Christmas is on a Tuesday - Saturday)
Christmas Day
Second half of the workshift New Year's Eve
(if New Year's Day is on a Tuesday - Saturday)

Except as provided for in Christmas Eve and New Year's Eve, when a holiday falls on Sunday, the following Monday shall be observed. When a holiday falls on Saturday, the preceding Friday shall be observed.

In addition to the above fixed holidays, 40 hours per week employees shall be granted twenty-four *(24)* hours of floating holiday on July 1 of each year. When an employee terminates, the employee shall pay the City for that portion of the floating holiday hours used that exceeds the portion of the year the employee worked.

New employees shall be granted floating holidays on a six *(6)* month pro-rated basis (i.e., if hired in July-December, given twenty-four *(24)* hours; hired January-June given twelve *(12)*

hours). However, no floating holidays may be used until the employee has completed three *(3)* months of paid service.

Floating holidays may only be taken with prior approval. Employees must use all floating holidays within the fiscal year earned. There will be no payment for unused floating holidays.

10.08 Working Out of Classification

The term "working out of classification" is defined as a management-authorized assignment on a temporary basis of an employee in a lower classification to a budgeted higher classification. Pay for working "out of classification" shall be as follows:

1. Employees so assigned will receive acting pay beginning the first day or shift of the assignment.

2. Acting Battalion Chief, Acting Fire Engineer, and Acting Captain shall be made for a minimum of six hours.

3. Acting Battalion Chief, Acting Fire Engineer, and Acting Captain, shall at a minimum, be paid a rate equal to a formal promotional assignment or 6% above the base rate.

10.09 Special Project Pay

A special project is a specific and unique assignment which exceeds the normally assigned duties and responsibilities of the employee's job classification. Special projects typically require specialized knowledge, skills, education, training, abilities and/or responsibilities outside the scope of those normally required of the respective job classification.

Special projects may be employee initiated, or developed by the department. When appropriate, the department will post available special project assignments. All qualified employees may request an available special project. The Fire Chief or his/her designee shall select the most qualified and/or appropriate candidate from amongst those requesting the assignment. Employees proposing a particular special project may be given preferential consideration during the selection process for that respective special project.

The Fire Chief may assign up to ten (10) employees to special projects. Such assignments shall be made in writing and shall specifically state the expected outcome. The Fire Chief and the assigned employee, shall discuss the project and mutually decide progress milestones and objectives. If mutual agreement cannot be reached, then the progress milestones and objectives shall be determined by the Fire Chief. Special projects may be terminated at the discretion of the Fire Chief.

An employee, so assigned by the Chief, shall receive one hundred thirty dollars ($130) per month while actually working on such project. Also, employees assigned to weed abatement shall

receive $130 per month when actually performing weed abatement. Effective January 10, 2009, an employee, so assigned by the Chief, shall receive 2.5% of his/her base pay while actually working on such project. Also, employees assigned to weed abatement shall receive 2.5% of their base pay when actually performing weed abatement.

Special project pay does not affect, nor is it included in sick and vacation or other leaves of absence. These assignments will be included in PERS computations.

A listing of all current special projects and the respective employee(s) assigned each project, shall be maintained in the Fire Administration office. Said listing shall be made available to the Union and any employee upon request.

10.10 Special Detail

Special detail is defined as an assignment in which the City is reimbursed by an event's sponsor, through the Finance Department, for fire services. Firefighters, Fire Engineers, or Fire Captains assigned to cover special detail will be paid a minimum of four (4) hours overtime at one and one-half (1½) times their hourly rate.

10.11 Bilingual Pay

The City shall provide payment of five percent (5%) of base salary when the City certifies an employee as qualified and the position requires the use of bilingual language skills. This provision does not apply to the City translator.

10.12 Education Incentive

Employees will be eligible for one of the following education incentives:

A. AA/AS degree or 60 units and actively pursuing job related college work and/or bachelors, or AA/AS degree program, or State Fire Officer Certification – two percent (2%) of base salary; or

B. BA/BS degree, or State Chief Officer Certification – four percent (4%) of base salary.

10.13 Longevity

Upon completion of six (6) years of continuous regular service, employees shall receive a 2½% longevity pay increase.

Upon completion of fifteen (15) years of continuous regular service, employees shall receive an additional 2% longevity pay.

10.14 Paramedic Program

A. Each employee who is licensed by the State of California, accredited by the County of Santa Cruz as a paramedic, and assigned to front-line or support duty shall be eligible for paramedic pay.

B. Paramedic pay shall be an amount equal to 10% of top step Firefighter salary.

C. The department will make every effort to ensure continuing education will be provided on duty. However, subject to approval of the Fire Chief, continuing education may be provided off duty, compensated by approved overtime or compensatory time off.

D. Effective January 10, 2009, support medic pay shall be an amount equal to seven percent (7%) of base salary.

10.15 Emergency Medical Technician

Each employee who is certified in the County of Santa Cruz as an Emergency Medical Technician-D shall be compensated an additional 3% of employee's base salary. (EMT-D pay will not be payable to those employees receiving paramedic pay.)

10.16 Paramedic Premium Pay for Marine Safety Administrative Captain

Paramedic premium pay for the Marine Safety Administrative Fire Captain will be ten percent (10%) of the top-step pay of the firefighter position.

Paramedic certification was required for the first Marine Safety Administrative Fire Captain (appointed in March, 2007) but is not required for subsequent assignments to the position of Marine Safety Administrative Captain.

10.17 Rescue Swimmer Assignment and Compensation

The Rescue Swimmer program will be administered in accordance with Santa Cruz Fire Department policies and procedures.

Employees designated as Rescue Swimmers in accordance with departmental policies and procedures will receive an incentive equal to three percent (3%) of their base salary.

Effective January 10, 2009, employees designated as Rescue Swimmers in accordance with departmental policies and procedures will receive an incentive equal to five percent (5%) of their base salary.

10.18 Haz-Mat Technician Assignment and Compensation

Employees designated as haz-mat technicians in accordance with departmental policies and procedures will receive an incentive equal to five percent (5%) of top firefighter base salary as compensation.

Effective January 10, 2009, employees designated as haz-mat technicians in accordance with departmental policies and procedures will receive an incentive equal to five percent (5%) of their base salary.

10.19 On-Call Fire Investigator Assignment and Compensation

On-call Fire Investigator assignments will be made in accordance with Santa Cruz Fire Department Policy and Procedure Manual Article #2, #B2-4 (On-Call Fire Investigator Assignment).

Compensation for on-call Fire Investigator assignments is as follows:

A. For every weekday covered, a stipend equal to 1 ½ hours of "C" step Deputy Fire Marshall pay shall be provided.

B. For every weekend day covered (24 hour period) a stipend equal to 2 hours of "C" step Deputy Fire Marshall pay shall be provided.

C. For every City designated 8-hour holiday covered (24 hour period), a stipend equal to 4 hours of "C" step Deputy Fire Marshall pay shall be provided and an additional 4 hours will be credited to the employee's accrued compensatory time balance.

D. For every City designated 4-hour holiday covered (24 hour period), a stipend equal to 2 hours of "C" step Deputy Fire Marshall pay shall be provided and an additional 2 hours will be credited to the employee's accrued compensatory time balance.

E. When an on-call Fire Investigator is dispatched or activated, the pay rate will revert to 1 ½ the employee's base pay rate as "emergency call back".

SECTION 11.00 - SICK LEAVE

11.01 Definition

The purpose of this section is to provide paid leave time to be used by employees in the event of a non-work related illness, injury, or the medical necessity of others as specified below. Sick leave shall not be construed to be a privilege, which an employee may use at his/her discretion, but shall be allowed only in case of necessity herein set forth.

11.02 Accrual

11.02.01 24 Hour Shift Personnel

All 24-hour shift personnel shall accrue sick leave at the rate of 12 hours for each full month of continuous regular service in which the employee has worked or has been in authorized leave of absence with pay.

11.02.02 40 Hour per Week Personnel

All 40-hour per week personnel shall accrue such leave at the rate of 8 hours of each full month of continuous regular service in which the employee has worked or has been in authorized leave of absence with pay.

11.02.03 Paid Status

An employee must be on paid status at least 50% of the working hours of a pay period to earn sick leave for that period.

11.03 Limitations

A. To receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor in the manner provided in the departmental rules and regulations.

B. Where absence is for more than two 24-hour shifts, the employee shall furnish proof of illness as may be required by the Fire Chief.

For 40-hour week employees, the Fire Chief may require an employee to submit verification of an illness or injury from a licensed medical practitioner prior to any use of sick leave being authorized.

In cases of chronic absenteeism or medical work restrictions, the Director of Human Resources may have an employee examined by a City-selected physician. The City shall pay the cost of any such medical exam.

C. Up to 72 hours for 24-hour shift personnel and 48 hours for 40-hour week personnel of accrued sick leave per fiscal year may be used when the employee's personal attendance is required to care for an immediate family member who is ill or injured. Immediate family is defined as parent, spouse, child, or close relation residing in the employee's household. This seventy-two (72) or forty-eight (48) hour limitation may be extended by the City Manager with good cause.

11.04 Sick Leave Incentive

11.04.01 56 Hour per Week Employees

56-hour per week employees who have accumulated sick leave above 900 hours as of December of each calendar year, will be able to choose among the following options:

1. To receive a cash pay-off of all hours in excess of 900 at the rate of 33% of their current rate of pay.

2. To "bank" all hours in excess of 900. Banked hours may not later be converted to cash, and will be used as sick leave only when all other sick leave is exhausted and/or converted to service credit upon adoption of the credit for unused sick leave option.

11.04.02 40 Hour per Week Employees

40-hour per week employees who, as of December 31 of each year, have accumulated more than 400 hours of sick leave will be asked to choose among the following options:

1. To receive a cash pay-off of all hours in excess of 400 at the rate of 33% of their current rate of pay.

2. To "bank" all hours in excess of 400. Banked hours may not later be converted to cash and will be used as sick leave only when all other sick leave is exhausted and/or converted to service credit upon adoption of the credit for unused sick leave option.

Employees who have an excess of 400 hours of unbanked sick leave at the time of separation from the City will be paid-off for these excess hours at the rate of 33% of the employee's current rate of pay.

SECTION 12.00 - VACATION

Vacation accrual will be on a monthly basis beginning at date of hire; however, no vacation time may be used by probationary employees, excluding promoted employees. Accumulated vacation time may not exceed twice the annual rate of accrual unless prior written authorization for a specified amount is received from the City Manager or Director of Human Resources.

12.01 Accrual

An employee must be in paid status at least 50% of the working hours of a pay period to earn vacation for that period. Annual vacation accrual shall be based on continuous regular service, as follows:

12.01.01 40-hour/week schedules

Up to 5 years (inclusive):	80 hours
6 to 10 years (inclusive):	120 hours
11 or more years:	120 hours, plus 8 hours for each additional year of service after ten years to a maximum of 160 hours.

12.01.02 56-hours/week schedules

Up to 5 years (inclusive):	12 hours for each month of continuous regular service
6 to 10 years (inclusive):	18 hours for each month of continuous regular service
11 or more years:	18 hours for each month of continuous regular service, plus one hour for each year of service to a maximum of twenty-four (24) hours per month.

12.02 Illness During Vacation

An employee who becomes ill or is hospitalized while on vacation and provides a written statement from a licensed medical practitioner to this effect, shall have the period of illness charged against sick leave and not vacation leave.

12.03 Union Leave Bank

1. Transfer of accrued vacation to Union Leave Bank: In the first full pay period of January of each year, each active bargaining unit employee will contribute to the Union Leave Bank by donating six (6) hours of his/her accrued vacation leave (four (4) hours for forty (40) hour per week employees). The contribution will be deducted from each employee's accrued vacation leave, and the total dollar value of those hours, using the employee's actual hourly rate, will be credited to the Union Leave Bank.

Unless an employee has at least six (6) vacation hours available (four (4) hours for forty (40) hour per week employees), no deduction will occur nor will a deduction occur at any time prior to the next calendar year leave bank transfer. In addition, employees hired during the year will have no deduction until the following calendar year's leave bank transfer. Employees separating employment during the year will receive no credit for or return of the hours contributed to the Union Leave Bank.

The number of hours deducted from each employee's accrued vacation leave may be adjusted from year to year as necessary with written notification from the Union to the City.

2. Carry over of unused funds: If there are any unused amounts in the Fire Union Leave Bank at the end of the fiscal year, these amounts will carry over to the following year.

3. Usage of the Union Leave Bank: When a bargaining unit employee has received the appropriate approval to be absent from his/her scheduled shift(s) to attend conferences related to a union-related function, payment of the employee(s) wages covering for the shift(s) will be made from the Union Leave Bank. The employee will be paid at an FLSA adjusted overtime rate. No 'acting pay' will be added to the union coverage overtime rate. There will be no compensatory time bank established for this purpose. Coverage time will be paid time. The employee absent from work on union business shall receive pay for their regularly scheduled shifts.

4. Authorization for use of the Union Leave Bank: An employee seeking to be absent from work pursuant to this section must receive written approval from a union officer and present the request seven (7) days in advance to the Deputy Chief who shall confirm that there are sufficient funds in the Union Leave Bank to cover the absence. Approval for use of the leave will be denied if there are insufficient funds in the Leave Bank to pay for the coverage of shifts during the proposed absence.

5. Shift Coverage: The Battalion Chief shall ensure a replacement is secured to cover the shifts resulting from an approved Union Leave absence, pursuant to the current

practice for obtaining shift replacements. In the event Union Leave is sought at a time when there are inadequate funds in the leave bank to cover the leave, employees may seek a shift-trade in accordance with current policy and practice, or the Union may deposit an amount sufficient to cover the inadequacy into the Leave Bank account.

6. Time Card Coding: Employees absent on Union Leave and employees covering for employees absent on Union Leave shall code their time cards accordingly. The employee absent from work shall code his/her time card using a pay code edit, 166 – Union Business and number of duration hours. He/she must delete the pre-populated schedule for the expected duration of the union business. The employees covering for employees absent on union leave shall transfer their time to an "021 - Overtime Union Coverage" work rule.

7. Quarterly Reports: The Fire Department shall provide a report to the Union on a quarterly basis indicating the amounts used during the calendar year as well as the remaining balance of the Union Leave Bank.

8. Disclaimer of Liability: The City assumes no responsibility for how the leave time is used. Time spent on Union Leave is not considered time worked for purposes of worker's compensation.

9. Overtime: Time spent on Union Leave is not counted as time worked for purposes of calculating overtime. Time spent by employees covering for those on Union Leave is counted as time worked for purposes of overtime.

10. No Waiver of Rights: Nothing in this section shall supersede the Fire Chief's duty to maintain management control over shifts to ensure that the daily operation of the Fire Department and emergency situations are adequately covered.

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 effect on the employee's ability to continue daily work performance.

A leave of absence with pay of up to twenty-four (24) hours per incident is available to an employee in the event of a death in the employee's immediate family which shall, for the purpose of this article, include spouse, parent, son, daughter, grandparent, sibling, mother or father-in-law, registered Principal Domestic Partner, grandchild of the employee or spouse, son-in-law, daughter-in-law, grandparent-in-law, or a close relation residing in the employee's household. In rare cases when the employee and the deceased have no legal relationship other than a foster or step-parent the Human Resources Director or City Manager has the discretion to approve that leave upon application.

SECTION 14.00 - LEAVES OF ABSENCE

14.01 Unpaid Leaves of Absence

14.01.01 Medical or Personal Leave

A. Leave of absence without pay may be granted to an employee in a case of extended illness or disability, personal emergency or other situation where such absence would not be contrary to the best interests of the City. Approval of all such leaves of absence is at the sole discretion of management. Such unpaid leave will only be granted after an employee has depleted all appropriate paid leaves. The department head may grant a leave of absence of up to thirty (30) consecutive calendar days; additional leave may only be granted by the City Manager and may not exceed a total of twelve months. No vacation, holidays, sick leave, or any other paid benefit shall be accrued or earned during such leave. All requests for unpaid leaves of absence must be made in writing and include specific begin and end dates for the leave.

14.01.02 Pregnancy Disability Leave

An employee may take a leave of absence up to four (4) months in length for the purpose of pregnancy disability leave. The City may request a licensed medical practitioner's opinion regarding any work restrictions that may exist prior to or after delivery.

Requests for pregnancy disability leave must be made in writing to the Fire Chief at least thirty (30) days in advance of the anticipated starting date. Such requests must include specific begin and end dates for the leave. Starting dates should be as accurate as possible, barring any unforeseen medical issues related to the pregnancy or earlier or later birth than expected. Any requests for extension of pregnancy disability leave must be made in writing to the Fire Chief at least ten (10) calendar days prior to the scheduled end of the existing leave.

The employee may elect to use any appropriate paid leave either before or after an approved pregnancy disability leave, within the use limitations of those leave provisions. No combination of pregnancy disability leave, family leave, sick leave or vacation may exceed one year total or seven (7) months post-partum.

Any additional post-partum leave, not to exceed one (1) year total, may be approved by the City Manager or his designee after consideration of the nature of the request and the operational needs of the department.

Upon return to work, the employee shall be assigned to the same classification and like assignment whenever possible and in accordance with applicable leave laws.

14.01.03 Family Leave

In accordance with the Federal Family and Medical Leave Act and the California Family Rights Act, the City will grant job protected unpaid family and medical leave to eligible

employees for up to twelve (12) weeks, (continuous or cumulative), per twelve-month calendar year period of any one or more of the following reasons:

A. The birth of a child and in order to care for such child or the placement of a child with the employee for adoption or foster care (leave for this reason must be taken within the twelve-month period following the child's birth or placement with the employee); or

B. In order to care for an immediate family member (spouse, domestic partner, child, or parent) of the employee if such immediate family member has a serious health condition; or

C. The employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

Conditions covering the leave shall include the following:

A. Eligible employee means having been employed by the City for twelve (12) months and has worked for at least 1,250 hours during the twelve-month period immediately preceding the commencement of the leave.

B. Medical verification is required for employee or ill family member for medical leave period.

C. Employees are required to give at least thirty (30) days written notice in the event of a foreseeable leave. In unexpected or unforeseeable situations, an employee should provide as much written notice as is practicable.

D. Employees are required to use accrued vacation as a part of the family leave period. Use of sick leave is not required, but may be used pursuant to the applicable provisions of the Memorandum of Understanding.

E. Pregnancy disability is not covered under this section and is covered by the California Fair Employment and Housing Act which allows up to four (4) months of leave depending on the actual disability (see Section 14.01.02).

F. Employees retain "employee" status while on family care leave. The leave does not constitute a break in service for purpose of longevity, and/or seniority. Upon return to work, employee will be reinstated to an equivalent position (same classification) with equivalent pay and benefits.

G. Any request for additional leave may be made pursuant to Section 14.01. Requests for leave time using multiple time off provisions may not exceed the total amount allowed pursuant to Section 14.01.

H. Benefit premiums shall be made in accordance with the Federal Family and Medical Leave Act and the California Family Rights Act. Under the current law, the City will

continue to maintain coverage under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period.

I. Any other conditions or interpretations of the leave shall be based upon the Federal Family and Medical Leave Act and the California Family Rights Act.

14.01.04 Continuation of Insurance Benefits During Unpaid Leaves of Absence

City-sponsored insurance benefits may be continued during unpaid leaves of absence under the following conditions:

A. Personal Leave

The City shall continue to pay benefit premiums during a personal leave of less than thirty (30) calendar days. For leaves of more than thirty (30) calendar days, employees may continue premium payments at their own cost, in accordance with appropriate PERS medical plan provisions.

B. Medical Leave

The City shall continue to pay benefit premiums during the entire length of a medical leave of absence.

C. Family Leave

Benefit premiums shall be made in accordance with the Federal Family and Medical Leave Act and the California Family Rights Act. Under current law, the City will continue to maintain coverage under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period.

14.02 Paid Leaves of Absence

14.02.01 Paid Birth/Adoptive Leave

An employee is entitled to forty-eight (48) hours leave with pay at or about the time of the birth of the employee's child or at the time of adopting a child. The paid leave shall be within two (2) months of the birth or adoption. This leave will be considered a part of the time allotted to family leave as authorized in Section 14.01.03.

14.02.02 Military Leave

An employee who is a member of the National Guard or any reserve component of the armed services of the U.S. shall be granted up to thirty (30) days per year of paid leave for any active duty scheduled during the employee’s regular work hours (or 10 shifts per year for 24 hour personnel). The employee must give his/her supervisor forty-eight (48) hours advance notification of the need for such leave and must present a copy of the “notice” for

such duty. All other military leaves shall be granted pursuant to relevant state and federal statutes.

SECTION 15.00 - UNIFORMS, LINENS, AND PERSONAL PROPERTY

15.01 Uniforms

A. The City and Union agree unit employees will comply with departmental standards with regard to appearance and cleanliness. To this end, the City agrees to pay the cost of cleaning department authorized uniforms. For this purpose, the City will establish an account at a dry cleaning establishment located within the city of Santa Cruz. For its part, the Union agrees its members will a) deliver and retrieve uniforms from the dry cleaning establishment, and b) do so during non-working hours. However, under exceptional circumstances, subject to the approval of the Fire Chief or his representative, uniforms may be delivered or retrieved during working hours.

The City and Union believe it is counterproductive at this time to establish minimum or maximum number of cleanings authorized by this section. It is understood, however, the Fire Chief and/or Union will monitor this program and advise the other party if any problems materialize.

B. The City agrees to replace uniforms on an as-needed basis, as determined by the Fire Chief. It shall be the responsibility of each unit employee to arrange for purchasing, fitting, pick up, delivery, return, repair and control of uniform items.

C. The parties agree that, for PERS reporting purposes, the value of the cleaning service is four hundred and sixty-eight dollars ($468.00) per year. Employees shall pay the employee PERS cost of the value of cleaning service. Such payment shall be made through a payroll deduction out of her/his paycheck each pay period. The amount of the deduction shall be determined by multiplying the employee's PERS contribution rate by eighteen dollars ($18.00).

15.02 Linens

The City agrees to provide clean sheets, pillow cases, and towels for use by unit employees every three shifts. The City agrees to retain a linen service to clean the aforementioned items.

15.03 Personal Property

Employees will be reimbursed for the loss, repair or replacement of personal property damaged in the course of employment and performance of their assigned duties.

The option to repair or replace damaged items, and to determine whether replaced property will be returned to the employee, rests with the City.

The intent of this regulation is to permit reimbursement for the repair or replacement of such items as eyeglasses, hearing aids, dentures, watches or personal professional equipment if necessarily worn or carried by the employee in the course of his/her employment. Reimbursement shall be authorized only when the damage is caused by extraordinary circumstances, which arise out of employment, and not from normal hazards or ordinary wear and tear. This policy extends to both field and office personnel. A maximum of $75.00 per incident shall be paid for this purpose.

SECTION 16.00 - MISCELLANEOUS PROVISIONS

16.01 Additional Duties

All Firefighters shall be expected to perform work as assigned by the Fire Chief or his/her designated representative in connection with or related to fire fighting, its equipment, apparatus and attendant facilities; fire prevention duties; station housekeeping, maintenance and repair; and, such other duties which are reasonably related to the above.

16.02 Miscellaneous Employment

No outside employment in conflict with firefighting duties or ordinances, Council resolutions or orders shall be allowed without the express permission of the Fire Chief or his designated representative. Notification of outside employment shall be made pursuant to Fire Department administrative directive.

16.03 Promotions

The City and the Union agree that it is desirable that a highly trained professional fire prevention and fire suppression force should be developed and maintained. To that end, it is agreed that the Fire Chief or his/her designated representative shall assist personnel in the development and fulfillment of a training plan which helps them prepare for promotional positions as they become vacant.

16.04 Layoff Policy & Procedure

All Fire Department employees shall be subject to the layoff policy and procedure provided in this section.

16.04.01 Layoffs

The City reserves the right to reduce its workforce by layoff of employees for reasons of economy or changes in departmental operations. When one or more employees assigned to the same classification within a department are to be laid off, the order of layoff shall be as follows:

1. Casual, On-call

2. Temporary

3. Casual - Less-than-half-time

4. Probationary

5. Regular

The order of layoffs shall be governed by seniority in classification from the date of hire in the classified position.

16.04.02 Bumping

Bumping is defined as a voluntary movement of an employee to be laid off from his/her current classification to a previously held lower classification or reclassified position held by an employee with less seniority. Bumping privileges may be exercised within the Fire Department. An employee with sufficient seniority to bump an employee in a lower classification shall bump the least senior person in that classification.

For bumping purposes, seniority shall be defined as time in the affected classification added to time in a directly related higher classification.

16.04.03 Notification

Employees to be laid off shall be given not less than fifteen (15) working days written notice prior to the reduction in force. An employee wishing to bump to a lower classification shall provide written notice to the City within ten (10) days of receiving their layoff notice.

16.04.04 Reinstatement

Should there be a vacancy in the classification from which an employee was laid off within thirty-six (36) months, the employee shall be eligible for reinstatement. It shall be the employee's responsibility to notify the Human Resources Department of his/her current address. Every effort shall be made to notify the affected individual of any reinstatement opportunity. Reinstatement shall be in the reverse order of layoff.

16.05 Consolidation Merger

The City agrees that it will give advance notice and provide the opportunity for the Union to meet and confer on the impact of any consolidation/and or merger which involves unit employees.

This section shall not restrict the rights of the department to relocate units, realign districts or to alter organization objectives of the merged departments. The Union will be involved in discussions authorized by the involved agencies concerning the merger as it relates to this agreement.

16.06 Captain's Development Program

During the first year of this memorandum, the Fire Chief and the Union will discuss the benefits and costs of implementing a "Captain's Development Program" designed to encourage employees to attain college level education and meet NFPA (National Fire Protection Association) "fire officer" standards.

16.07 Tuition Reimbursement

The City shall reimburse employees up to $350 per fiscal year for tuition and books upon successful completion of City-approved college or university courses.

To be eligible for reimbursement, employees must receive approval of the Fire Chief prior to attending classes and comply with applicable department and City regulations.

16.08 Captain/Engineer Promotional Exam

When a promotional eligible list (as defined in the Personnel Rules and Regulations) is used to fill a Captain's or Engineer's position and that promotional list includes employees represented by this agreement, the Director of Human Resources shall certify the top five (5) eligibles, in alphabetical order, if there be that number, on the relevant promotional list to the Fire Chief. If there be more than one vacancy in the same class, the Director of Human Resources shall certify one additional eligible for each additional vacancy, if there be candidates available on the eligible list.

SECTION 17.00 - BENEFITS

17.01 Medical Plan/Flexible Benefits

A. The City will provide medical insurance through the California Public Employees' Retirement System (CalPERS). The City will contribute a monthly amount to CalPERS pursuant to Government Code Section 22892 of the Public Employees Medical and Hospital Care Act (PEMHCA). The City will provide a flexible benefits plan ("cafeteria plan") to all eligible employees. If an employee elects to participate in a medical plan, the maximum monthly City contribution to the cafeteria plan is the cost of the Blue Shield HMO Plan (for the Bay Area/Sacramento region) less the following employee contribution amounts:

Employee Only:	$0
Employee & One Dependent:	$22.04
Family:	$25.50

In no event will the maximum monthly City contribution exceed the premium for the plan in which the employee is enrolled. In no event will employees be credited with and receive cash back based on the plan chosen.

17.01.01 Medical Waiver Benefit

Employees may elect to waive City medical coverage and receive a cash benefit. In order to receive the medical waiver benefit, the employee must provide proof to the City of other current medical coverage. Full-time employees who waive medical coverage are eligible to receive $200 per month; part-time employees shall receive a pro-rated amount, based upon their full-time equivalency (FTE). The medical waiver amount may be applied toward the purchase of any pre-tax or post-tax optional benefits, or paid as a taxable cash benefit.

Employees receiving the medical waiver benefit must notify the Human Resources Department if they cease to be covered by any other medical plan, thereby making them ineligible for the medical waiver benefit.

17.01.02 Optional Benefits

Through the cafeteria plan, employees may also enroll in the following optional benefits and elect to pay premiums on a pre-tax basis:

1. Medical reimbursement account (MRA)
2. Dependent care assistance plan (DCAP)
3. Cancer and Critical Illness Protection Insurance

Employees may also enroll in the following optional benefits and elect to pay premiums on a post-tax basis:

1. Additional life insurance
2. Accident protection insurance
3. Long Term Care Insurance

17.02 Dental Plan

The City shall provide a dental plan for employees and their eligible dependents at no premium cost to employees and with the following minimum benefit levels.

	In-PPO Network	Out-of-PPO Network (fees charged are usually higher)
Annual Deductible	$25 per person/$75 per family per calendar year	$25 per person/$75 per family per calendar year
Annual Benefit Maximum	$1,500 per person	$1,500 per person
Preventive	100%	80% of contract allowance
Basic Restoration (Fillings, root canals)	80%	80% of contract allowance
Major Restoration	50%	50% of contract

(crowns)		allowance
Orthodontia	50% up to $2,000 lifetime maximum per person, up to age 23	50% of contract allowance, up to $2,000 lifetime maximum per person, up to age 23

17.03 Vision Insurance

The City shall provide a vision plan for employees and their eligible dependents at no premium cost to employees and with the following minimum benefit levels.

Co-pays	$15.00 (does not apply to contacts)
Exam:	100% every 12 months
Prescription Lenses	100% every 24 months
Frames	100% up to $115 plus 20% off any out-of-pocket costs, every 24 months
Contacts	100% (in lieu of glasses) up to $100, every 24 months

17.04 Retired Health Program

17.04.01 Retiree Medical/CalPERS Medical Plan

Covered employees who retire under the provisions of the City's contract with CalPERS, are currently eligible to continue CalPERS medical coverage. The City will continue a monthly contribution to CalPERS pursuant to Government Code Section 22892 of the Public Employees Medical and Hospital Care Act (PEMHCA).

17.04.02 Retiree Medical Incentive

Employees currently on the City's retiree medical plan and future covered employees who receive a retirement from CalPERS and have at least five (5) years of continued service with the City and are at least fifty (50) years of age will receive a retiree medical incentive in the amount of $112.04, per month in addition to the City's contribution listed in Section 17.04.01 (Retiree Medical/PERS Medical Plan). This incentive will continue as long as the employee continues CalPERS medical coverage through the City of Santa Cruz and until such time as the retiree is eligible for medicare or other Federal or State health programs, solely on account of age.

Retirees eligible for the CalPERS retiree incentive described above, with more than twenty (20) years of City service, will have their medical incentive increased to 75% the cost of the employee-only coverage of the highest CalPERS HMO plan from only among those plans available in Santa Cruz County at the time of ratification of this agreement (less the contribution listed in 17.04.01 (Retiree Medical/CalPERS Medical Plan).

17.04.03 Disability Retirement before age 50

Upon disability retirement before age 50, an employee shall be reimbursed for unused sick leave through the provision of the City's retired health care plan for the employee only to the following limits, whichever occurs first: (1) up to the current value of the employee's sick leave accrual; or (2) until such time as the employee obtains primary health care coverage under another plan; or (3) until the employee is eligible for Federal or State medical programs. Once any of these limits are reached, the employee is no longer eligible for coverage under this plan.

The retiree shall notify the City in writing at such time as he/she is receiving primary coverage under another plan.

Two years after the date of retirement, if a retiree is still covered under the City's plan, he/she must provide the City with an affidavit stating that he/she is not receiving primary coverage under another plan. If the retiree fails to provide such an affidavit, the City has the right to cancel coverage with 30 days written notice.

To be eligible for this Retired Health Care Plan, the employee must have an accrued sick leave balance of 144 hours as of the effective date of disability retirement.

If an employee is medically declared to be totally disabled, the City shall provide the retired health plan to that employee until he/she is eligible for Federal or State medical programs, regardless of the employee's sick leave balance.

In all cases, retired employees may purchase coverage for their dependents under this plan as long as they, themselves, remain eligible and are insured under the plan.

17.05 Health Care Cost Containment

The Health Care Cost Containment Committee, two members of which are Fire Union representatives, will continue to study cost containment measures. Any changes to the existing health plan recommended by the HCCC will be negotiated by way of a mutually agreed upon reopener to this Memorandum of Understanding limited only to health care insurance and potential cost savings.

Implementation of agreed-to changes must be consistent with contracts with current providers and with the City's overall benefit program. Following implementation of any agreed-to cost containment programs, the Health Care Cost Containment Committee will continue to meet on an ongoing basis to monitor the effectiveness of the cost containment measures and to develop related promotional wellness programs.

The Committee shall meet regularly as determined by the needs of the Committee. The Human Resources Department shall serve as staff to the Committee. Regular Committee members shall receive release time to attend Committee meetings. In advance of attending meetings, members shall obtain permission through supervisory channels.

17.06 Life Insurance

The City shall contribute the full cost toward the City-sponsored $15,000.00 basic term life insurance program.

Effective January 10, 2009, the City shall contribute the full cost toward the City-sponsored $30,000 basic term life insurance program.

17.07 Long-Term Disability

The City shall contribute 80% of the premium cost of the Union-sponsored long-term disability program, provided said program offered through California Association of Professional Firefighters Plan A, requires a sixty-day elimination period prior to receipt of benefits by employee. These contributions shall be reported as income to the employee.

The City shall continue its 80% contribution for the term of this agreement; except that it shall not be obligated to pay in excess of $10.56 per employee per month.

Effective January 10, 2009, the City shall continue its 80% contribution for the term of this agreement; except that it shall not be obligated to pay in excess of $16.00 per month.

17.08 Principal Domestic Partners

The City will provide medical, dental, and vision benefits to employees with Principal Domestic Partners equivalent to those provided to an employee's spouse. Employees may enroll their eligible Principal Domestic Partners and the eligible dependents of their Principal Domestic Partners subject to eligibility requirements established either by CalPERS or the City and subject to tax regulations of the State of California and the Internal Revenue Service of the United States government.

SECTION 18.00 - GRIEVANCE PROCEDURE

18.01 Purpose

To assure prompt and fair treatment of employee grievances related to employment. Any employee covered by this Memorandum of Understanding may file a grievance.

18.02 Definitions

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 any representative of his or her choosing in preparing and presenting a grievance.

B. No reprisal shall result against any employee who presents a bona fide grievance under this procedure.

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

D. A grievance shall be considered settled in favor of the other party if, at any step, a decision is not rendered or appealed within the specified time limit.

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

F. 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 shall begin on the date the parties agree to the move.

18.04 Consolidation

Concurrent grievances alleging violation of the same provisions shall be consolidated for the purpose of this procedure as a single grievance.

18.05 Procedures

18.05.01 Step I

The grievant will first attempt to resolve the grievance through informal discussions with his/her immediate supervisor or other appropriate department personnel. These discussions must be initiated within ten (10) working days of when the employee knew, or reasonably should have known 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.

18.05.02 Step II

If the grievance is not resolved through the informal discussions, the employee or his/her representative may within ten (10) workdays 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. or Personnel Rules and Regulations 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, shall be presented at the time of the department head conference.

The Fire Chief or his/her designee 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.

18.05.03 Step III

If the grievance is not resolved, the grievant may, within five (5) workdays following receipt of the Fire Chief's or designee'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 hearing within ten (10) workdays of receiving the appeal. The grievant, his/her representative and other parties summoned by the City Manager or representative shall attend the hearing and present testimony or evidence concerning the grievance. The parties may bring a reasonable number of witnesses to the hearing.

The City manager or his/her representative shall render a written decision to all parties directly involved with fifteen (15) workdays following the hearing.

18.05.04 Step IV

If the grievance is not resolved to the satisfaction of the employee at the conclusion of Step III, the employee may appeal the decision of the City Manager to a neutral arbitrator, provided s/he so informs the City in writing within ten (10) working days following receipt of the City Manager's decision.

Within ten (10) 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 five (5) 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 greed upon, the parties shall within five (5) 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 him/her 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.

The Arbitrator's expenses, if any, shall be borne equally by the parties. Each party shall bear the cost of its own representation.

SECTION 19.00 - DISCIPLINARY APPEALS PROCEDURE

19.01 Definition

For the purposes of this article, disciplinary action shall mean suspension, demotion, disciplinary reduction in salary or discharge.

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.

19.02 Pre-Action Procedure

19.02.01 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. 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 Fire Chief. If the Fire Chief is

personally involved in the initial investigation and notice process, the City Manager or Director of Human Resources shall appoint a designee to hear the 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 her/her procedural rights and final action will be taken.

19.02.02 Step II

Following a review of a proposed disciplinary action, the Fire Chief, within five (5) workdays of receiving 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 employee has the right, within five (5) workdays after receiving the decision, to file a request for appeal with the City Manager. The appeal shall be a written statement, signed by the appellant, explaining the matter appealed from, stating the action desired by the appellant, with his/her reasons therefore, and stating that the pre-action procedures have been exhausted.

If, within the five-day appeal period, the employee involved does not file such appeal, unless good cause for the failure is shown, the Fire Chief's decision shall be final and shall take effect as prescribed.

19.03 Post-Action Appeal

19.03.01 Step III

If the employee files a timely appeal, the City Manager shall, within five (5) workdays after receiving the appeal, designate a hearing officer who shall schedule a hearing not less than five (5) workdays from the date the appeal was received.

The hearing officer may conduct such independent investigation of the matter as he/she deems 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 his/her 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.

19.03.02 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 ten (10) working days following receipt of the City Manager's decision.

Within ten (10) 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 five (5) 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 five (5) 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 him/her 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 results 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. In either case, each party shall bear the cost of its own representation.

19.04 Firefighters Procedural Bill of Rights Act

The City and the Union recognize the applicability of AB 220 (The Firefighters Procedural Bill of Rights Act) to this memorandum. Given the newness of this legislation (signed in October, 2007 and effective January 1, 2008) and the likelihood of many clarifications and updated interpretations over the course of this memorandum, it is impractical to incorporate specific procedures into this document. The intent of the City and the Union to conform to the requirements of AB 220 is commemorated into this memorandum by reference.

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 M.O.U., 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 the Fire Chief by filing an appeal to the Fire Chief within five (5) working days of receipt of the reprimand. The Fire Chief's decision regarding the written reprimand shall be final.

SECTION 21.00 - SEVERABILITY

This Memorandum is subject to all current and future applicable Federal and State laws, State regulations, California Constitution, and City of Santa Cruz, Charter, Resolutions, or Ordinances.

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 of such part or portions of this Memorandum shall not invalidate the remaining portions hereof and they shall remain in full force and effect insofar as such remaining portions are severable.

SECTION 22.00 - RENEGOTIATIONS

If the Union desires to negotiate a successor M.O.U., then the Union shall serve upon the City during April of the final year 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.

DATED: _____

SANTA CRUZ FIREFIGHTERS
I.A.F.F., LOCAL 1716

_____
David Gigliotti

_____
Robert Oatey

_____
Robert Young

_____
Mark Violante

DATED: _____

CITY OF SANTA CRUZ

_____
Lisa Martinez Sullivan,
Director of Human Resources

Steve Bauer

EXHIBIT A

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 <u>all</u> 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; 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 B

CITY OF SANTA CRUZ
ADMINISTRATIVE PROCEDURE ORDER
SECTION II, #1A (Revised October 1, 1999)

TO: **Department Heads**

SUBJECT: **DISCRIMINATION/HARASSMENT POLICY AND COMPLAINT PROCEDURE**

PURPOSE

The purpose of this Policy is to confirm the City of Santa Cruz's 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 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 (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, to create low employee morale, to reduce employee productivity, and to 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/non-harassment 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, effective, efficient, and impartial investigation and intervention by the City. 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 (cancer-related), 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; and

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
- taking reasonable steps to protect the complainant from further discrimination/ harassment
- taking reasonable steps to protect the complainant from retaliation as a result of communicating the complaint
- taking 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 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 Human Resources 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 contacted by the investigator upon the investigator's 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 discriminatory bases; or, if a nexus cannot be established between the alleged act(s) and discrimination based on one of the nineteen 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 Director of Human Resources' 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's 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

Equal Employment Opportunity Commission
San Jose Office

San Jose, California 95113-1102
Phone: (408) 277-1277 or (800) 884-1684

96 North Third Street, Suite 200
San Jose, CA 95112
Phone: (408) 291-7352

EXHIBIT C

Maximum Non-Overtime Hours Under the 7 (K) Exemption for Fire Protection Employees

WORK PERIOD (DAYS)	MAXIMUM NON-OVERTIME HOURS
7	53
8	61
9	68
10	76
11	83
12	91
13	98
14	106
15	114
16	121
17	129
18	136
19	144
20	151
21	159
22	167
23	174
24	182
25	189
26	197
27	204
28	212