2008-2011

MEMORANDUM OF UNDERSTANDING

CITY OF SANTA CRUZ

AND

SANTA CRUZ POLICE MANAGEMENT ASSOCIATION

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SECTION 1.00 – TERM

The term of this Memorandum of Understanding shall commence on April 5, 2008 and shall expire April 29, 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 Police Management Association (hereinafter referred to as the Association). For the purpose of this Memorandum, employee shall mean a regular, full-time employee employed in the classifications listed in Exhibit A (Police Management Classifications). 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 Article II (Representation Proceedings) of the City of Santa Cruz Personnel Rules and Regulations, Appendix A (Employee Relations Resolution).

SECTION 3.00 – NO ABROGRATION OF RIGHTS

The parties acknowledge that the City's responsibilities and rights, and management responsibilities and rights, as indicated in current Article 1(General Provisions), Section 1 (Statement of Purpose) of the City of Santa Cruz Personnel Rules and Regulations Appendix A (Employee Relations Resolution) and all applicable State or Municipal laws and rights of the City Council, are neither abrogated nor made subject to the meet and confer process by the adoption of this Memorandum

SECTION 4.00 – NO DISCRIMINATION

The Association and the City agree to adhere to the City Council policies pertaining to equal employment opportunity and the prevention of discriminatory harassment as listed in Exhibits B (Statement of Equal Employment Opportunity and Non-Discrimination Policy) and C (Discrimination Harassment Policy), as well as applicable Federal and State discrimination laws.

SECTION 5.00 – EMPLOYEE RIGHTS

Unit employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations pertaining to wages, hours, and other terms and conditions of employment. Unit employees shall have the right to refuse to join or participate in the activities of the Association and shall have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the

City of Santa Cruz or by any employee organization because of the exercise of these rights.

SECTION 6.00 – RECOGNITION AND PAYROLL DEDUCTION

6.01 Recognition

Pursuant to Meyers-Milias-Brown and the City's Personnel Rules and Regulations, the Association is certified as the recognized employee organization representing regular status employees listed in Exhibit A (Police Management Classifications).

6.02 Payroll Deduction

The City shall deduct Association 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 Association. The City shall remit such amount to the Association in a timely manner.

SECTION 7.00 – PERSONNEL ACTIONS

7.01 Personnel Files

Employees shall have the right to review their personnel file or authorize, in writing, review by their representative. No adverse material will be placed in an employee's personnel file without prior notice and a copy given to the employee. Employees may cause to be placed in their personnel file responses to adverse material inserted therein.

7.02 Performance Evaluations

It is compulsory that all regular employees receive an annual written performance evaluation from their supervisor. Employees serving six-month probation will be evaluated at the completion of their third and sixth month of service. Employees serving a twelve month probationary period will be evaluated at the completion of their third, sixth, ninth, and twelfth month of service. All regular employees will be evaluated 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.

Any additions, corrections, deletions, or changes on the original evaluation form require initialing by the maker of the amendment and the employee to indicate that the changes have been discussed and understood. No evaluation shall be made on hearsay statements. Employees may also choose to discuss performance evaluations with the Chief of Police and/or the Director of Human

Resources and formally enter a response to the evaluation in their personnel file. Disputes regarding performance reviews shall not be subject to the grievance process.

7.03 Probationary Period

All new employees shall serve a probationary period of twelve (12) months. Promoted employees shall serve six (6) month probation. Any time spent by an employee on unpaid status or workers' compensation leave shall not be counted as qualifying service toward completion of the probationary period.

7.03.02 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.

7.03.03 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 the promotion occurred; unless the rejection is due to discharge in which case no reinstatement shall occur.

7.03.04 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. The employee shall be informed in writing of the reasons for the period of the extension at least seven (7) calendar days prior to the scheduled end of the probationary period.

SECTION 8.00 – WORK ASSIGNMENTS

8.01 Rotation/Reassignments

It is understood and agreed that employees covered by this memorandum are expected to rotate among shifts and are subject to periodic assignments. These changes are a normal part of their work and are not disciplinary or subject to the grievance process.

SECTION 9.00 - PAY RATES AND PRACTICES

9.01 Salary Steps

Each classification in the bargaining unit shall be assigned a salary range that increases by 5% between steps.

9.01.01 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 appointing authority based on the employee's advanced qualifications for the position and such recommendation is approved by the Director of Human Resources and City Manager.

Promoted employees shall be appointed to the first step in the salary range for the new classification. However, if such employee is already being paid at a rate equal to or higher than the first step of the higher range, she/he shall be placed at the next higher step in the new range of at least a 5% increase.

9.01.02 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 submitted by the department head and approved by Human Resources.

B. All employees shall be eligible for their firs merit increase upon successful completion of six (6) months of service. 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 step may, however, be recommended by the department head 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 department head when an employee's job performance falls below the acceptable work standards for the duties assigned. The department head 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 s/he shall be eligible for the next merit increase after one year in paid status from the original review date.

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

F. When an employee's position is reclassified to a classification with a higher salary range, the employee's new pay shall be set at the first step of the new range or the next higher step in the new range that provides the employee with a salary increase of at least 5%. This increase shall have no effect on the employee's original merit review date.

9.02 Salary

A. Effective April 5, 2008, the salaries for all classifications shall be increased as follows:

Deputy Police Chief	12.285%
Police Captain	9.01%
Police Lieutenant	5.735%

B. Effective October 4, 2008, the salaries for all classifications shall be increased as follows:

Deputy Police Chief	12.285%
Police Captain	9.01%
Police Lieutenant	5.735%

C. Effective April 4, 2009, the salaries for all classifications shall be increased by 4.00%

D. Effective April 3, 2010, the salaries for all classifications shall be increased by 4.00%

9.03 Retirement/P.E.R.S.

The City will provide the 3% at 50 CalPERS Retirement Plan. 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 allowing the employee to defer State and Federal income taxes on their PERS contributions.

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

9.04 Tuition Reimbursement

The City shall reimburse employees the cost of tuition and books for job-related college or university courses when approved by the Chief of Police and Director of Human Resources prior to enrollment. Payment shall be made upon successful completion of each course. This provision shall be limited to six (6) units per semester at a state college or $2,000 per fiscal year at a state or private university.

9.05 Training Allowance

Employees attending P.O.S.T.-sponsored courses and meetings shall be reimbursed for expenses incurred at the P.O.S.T.-established rates.

9.06 Uniform Allowance and Replacement

The Association agrees that the appearance and cleanliness of unit employees shall be maintained in keeping with departmental standards. To this end the department will maintain a uniform purchase for new hires, replacement and cleaning program. The department will maintain administrative procedures for the purchase and replacement of uniforms. In addition, the City and Association agree unit employees will comply with departmental standards with regard to appearance and cleanliness. The City will maintain an account at a dry cleaning establishment located within the City of Santa Cruz. For its part, the Association agrees its members will (a) deliver and retrieve uniforms from the dry cleaning establishment, and (b) not to do so while in uniform or driving a marked vehicle. The City agrees to consider the use of a pick up and delivery cleaning service if it is cost effective.

9.07 Personal Property

Should a unit employee, while in the line of duty, damage his or her watch, prescription eyeglasses or other personal property authorized for use by the department, the City agrees to reimburse employee for the cost of repair or replacement *(in kind)* up to a reasonable amount.

9.08 Bilingual Pay

Upon the recommendation of the Chief of Police and approval of the Director of Human Resources, the City shall provide a monthly allowance of $200 for bilingual speaking skills. To qualify for this compensation, employees must be certified by the Director of Human Resources as conversant in a foreign language utilized frequently in the line of duty.

9.09 Longevity

Upon completion of ten (10) years of continuous regular service, and with a satisfactory performance rating on the most recent evaluation, employees shall receive a 2 ½% longevity pay increase. Upon completion of fifteen (15) years of continuous regular service, and with a satisfactory performance rating on the most recent evaluation, employees shall receive an additional 2% longevity pay increase. The total longevity pay increase available to a single employee is 4 ½%.

9.10 Special Duty Pay

The Lieutenant acting as the Emergency Services Unit (ESU) Dive Team commander in the line of active duty (not training) and on an unplanned and unscheduled incident shall be compensated at double and one-half times his/her hourly rate, for a minimum of four (4) hours. Planned and scheduled events are not eligible for special duty pay.

9.11 Special Event Compensation

A special event assignment is defined as an assignment for which the City is reimbursed by an event's sponsor, through the Finance Department, for police services. If a unit employee staffs a special event that results in hours being worked in addition to the employee's 40-hour work week, the employee will be paid at time and one-half pay for hours worked while performing such duty. Payment of time and one-half pay will only be for those special events which are so designated by the Chief of Police. Because unit employees are designated as FLSA exempt, this compensation will not be considered PERS income, as it is considered compensation for additional duties.

SECTION 10.00 - HOLIDAYS

Employees shall be granted 104 hours of holiday per fiscal year (accrued at 8.67 hours per month) which shall include the following eight-hour holidays:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

When a holiday falls on Sunday, the following Monday shall be observed. When a holiday falls on Saturday, the preceding Friday shall be observed.

Employees required or approved to work on any of the above listed holidays or employees whose regular day off falls on a holiday, shall receive equivalent time off at a later date.

The remaining holiday hours shall be taken by the employee within the fiscal year in accordance with the department policy.

Whenever possible, employees are expected to observe the City's holiday schedule by taking the actual holidays off, with pay. The intent is to avoid large accruals of holiday hours.

10.01 Holiday Accrual

Holiday accrual shall be prorated for new hires. Employees will be permitted to use up to the maximum amount available provided they have equivalent hours in another leave bank (i.e. compensatory time or vacation). Employees who use their holiday hours in excess of their accrual and who leave City service prior to the end of the fiscal year shall have the prorated amount of the excess used deducted from their final paycheck.

10.02 Holiday Pay-Off/Carry-Over

All holiday hours must be taken during the fiscal year earned. There shall be no carrying over or payment for unused holidays.

10.03 Eligibility

To qualify for holiday pay, an employee must be on paid status on his/her last scheduled work day before the holiday and his/her first scheduled day after the holiday.

SECTION 11.00 - VACATION

11.01 Accrual

Vacation accrual will be on a monthly basis beginning at date of hire; no vacation time may be taken until a new employee has successfully completed the probationary period. Annual vacation accrual shall be based on continuous service, as follows:

Up to five (5) years:	80 hours
Six (6) to ten (10) years:	120 hours
Eleven (11) or more years:	120 hours, plus eight (8) hours for each year of service after ten (10) years, to a maximum of one hundred sixty (160) hours.

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

11.02 Accrual Limit

Accumulation of vacation time shall not exceed 480 hours. This increase in the vacation accrual limit is a result of collective bargaining and, in exchange, employees forfeit their ability to receive temporary approval to exceed the accrual limit.

SECTION 12.00 - SICK LEAVE

12.01 Definition

The purpose of this article is to provide paid leave time to be used by employees in the event of a non-work related illness, injury, or other medical necessity.

12.02 Accrual

Full-time employees in paid status shall accrue sick leave at the rate of eight (8) hours per month. An employee must be on paid status for at least 50% of the working hours of a pay period to earn

sick leave credit for that pay period.

When accrued sick leave must be used, an employee will notify his/her immediate supervisor of the cause of the leave and its probable duration within one hour after the regular scheduled starting time.

Sick leave shall not be granted unless such report or advance reporting has been made; provided, however, that the Chief of Police may grant an exception to this policy when it is determined that the employee's failure to notify was due to extreme circumstances beyond the control of the employee.

12.02.01 – Family Sick Leave

Up to forty-eight (48) hours 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. For the purposes of this provision, immediate family is defined as a spouse, registered domestic partner, son, daughter, parent, sibling, step-parent, parent-in-law, or other close relation residing in the employee's household. This forty-eight (48) hour limitation may be extended by the City Manager with good cause.

12.03 Limitations

The Chief of Police 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.

12.04 Sick Leave Incentive Program

On an annual basis, employees who have accumulated more than 400 hours of sick leave must choose one of the following options which will be carried out on the last pay date in June:

1. To receive a cash pay-off, or equivalent vacation hours, 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.

Employees who have an excess of 400 hours of unbanked sick leave at the time of separation from the City will receive a payoff of all hours over 400 hours at the rate of 33% of the employee rate of pay.

Employees who retire and are eligible for retiree health coverage, pursuant to Section 14.04 (Retiree Medical Incentive) of this agreement, shall be eligible to receive the equivalent dollar credit for retiree

health coverage at the rate of 33% of their current rate of pay for all unused sick leave hours, including banked hours, maintained by the City for the reimbursement of retiree health coverage. (This provision will not be available to those employees who chose to utilize the PERS sick leave service credit options.)

SECTION 13.00 - LEAVES OF ABSENCE

13.01 Military Duty

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. 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.

13.02 Medical or Personal Leave

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. 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 (12) 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.

Denials of unpaid leaves of absence shall be given in writing and contain the reason therefore.

13.03 Pregnancy Disability Leave

An employee may take a leave of absence of 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 the birth.

Requests for maternity leave must be made in writing to the Chief of Police 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 anticipated. Any requests for extension of pregnancy disability leave must be made in writing to the Chief of Police 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 these 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 but not necessarily to the same assignment.

13.04 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 for 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 of 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 have 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 this 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 13.03).

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

G. Any request for additional leave may be made pursuant to Section 13.02. Requests for leave time using multiple time off provisions may not exceed the total amount allowed pursuant to Section 13.02.

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

13.05 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:

13.05.01 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, the following shall apply:

The employees may continue premium payments at their own cost, in accordance with appropriate PERS medical plan provisions.

13.05.02 Medical Leave

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

13.05.03 Family Leave

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.

SECTION 14.00 - BENEFITS

14.01 Medical Plan

The City shall provide a medical insurance plan to employees and eligible dependents 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).

In accordance with IRS Code Section 125, 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 contributions 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	$37.80
Family:	$45.00

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 additional employees receive cash back based on the plan chosen. Employees who are currently receiving cash back will continue to receive the payment and, should they change their benefit plan, the cash back amount may decrease or cease (depending on the plan chosen) but will never increase. Should a change in plan eliminate the cash back payment, the elimination is permanent regardless of future benefit plan choices.

Through the cafeteria plan, employees may 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

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.

Employee 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.

14.02 Retiree 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 contribute a monthly amount to CalPERS pursuant to Government Code Section 22892 of the Public Employees Medical and Hospital Care Act (PEMHCA).

The City's contribution will be:

2008:	$97.00
2009 and beyond:	CPI adjustment as determined by CalPERS

14.03 Retiree Medical Incentive

Employees currently on the City's retiree medical plan and future covered employees who receive regular service retirement from PERS 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 $139 per month in addition to the City's contribution listed in Section 14.02 (Retiree Medical Plan). This incentive will continue as long as the employee continues PERS medical coverage through the City of Santa Cruz and until such time the retiree is eligible for medicare (currently age 65) or other Federal or State health programs, solely on account of age.

Retirees eligible for the PERS retiree incentive listed above, with more than twenty (20) years of City service, will have their medical incentive increased to 75% of the cost of employee-only coverage of the second highest PERS 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 Section 14.02 (Retiree Medical Plan) of this Memorandum).

14.04 Dental and Vision Program

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

	In-Network	Out-of-Network
Annual Deductible	$25/person, $75/family	$25/person, $75/family
Annual Maximum	$1,500/person	$1,500/person
Preventive	100%	80%
Basic Restoration	80%	80%
Major Restoration	50%	50%
Orthodontia	50% up to $2,000 lifetime maximum/person (up to age 23)	50% up to $2,000 lifetime maximum/person (up to age 23)

The City shall provide a vision plan for employees and their eligible dependents at no premium costs to employees with the following minimum coverages:

Co-Pays	$15 (does not apply to contacts)
Exams	100%, every 12 months
Prescription Lenses	100%, every 12 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 $105, every 12 months

14.05 Long Term Disability

The City shall contribute full cost of the City-sponsored long-term disability program.

14.06 Health Care Cost Containment

The Health Care Cost Containment Committee, one member of which is a Police Management Association representative, 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.

14.07 Life Insurance

The City shall contribute full cost toward the following City-sponsored term life insurance program:

Basic Life: $25,000

The City shall make a voluntary term life insurance policy available to unit employees.

SECTION 15.00 - MANAGEMENT BENEFITS

15.01 Management Vacation

In the pay period that includes January 1 of each year, all management employees will be credited with eighty (80) hours additional vacation time in addition to their normal authorized vacation allowance. This additional vacation shall be designated as management vacation. Employees shall have the option of being paid for up to sixty (60) hours of this management vacation in the last full pay period in December of each year. Employees who do not use all of their management leave prior to the last full pay period in December each year, will only be credited at the start of the subsequent year with sufficient hours to maintain an eighty (80) hour balance. Employees who use all of their management vacation prior to the year's end and who leave City service during this year will have the monthly pro-rated share of the management vacation subtracted from their other unused vacation accrual.

Any changes of this benefit granted to the City's general mid-management bargaining unit will be incorporated into this section.

15.02 Optional Management Benefit

In recognition of unscheduled and special assignments performed by management employees and night meetings they occasionally attend, the City will contribute $1,300 for employees with less than ten (10) years of service and $1,500 for employees with ten (10) or more years of service to an optional management benefit plan. Payment for this benefit shall be made on the last pay date in July of each year for the previous fiscal year's service.

Employees may select the following options for use of the benefit:

1. Payment to deferred compensation (not as an "employer contribution");

2. Purchase of additional vacation leave, not to exceed the Vacation Accrual Limit in Section 11.02 (Accrual Limit);

3. Direct payment to the employee.

This benefit will be prorated for new hires and terminated employees.

Any changes to this benefit granted to the City's general mid-management bargaining unit will be incorporated to this section.

15.03 Deputy Chief Vehicle Allowance

The City shall provide the Deputy Chiefs and Captain with a vehicle allowance of $400 per month. In consideration of a vehicle allowance, employees agree to maintain their vehicles in suitable condition to respond to emergencies and shall follow the requirements and procedures set forth in the city's Administrative Procedure Manual.

SECTION 16.00 - GRIEVANCE PROCEDURE

16.01 Purpose

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

Any employee covered by this Memorandum may file a grievance.

16.02 Definition

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

16.03 Limitations

1. A grievant may be represented by any representative of his or her choosing in preparing and presenting a grievance.

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

3. Time limits may be extended by written mutual agreement of the parties.

4. 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.

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

16.04 Procedures

16.04.01 Step I

The grievant will first attempt to resolve the grievance through informal discussions with successive levels of supervision beginning with his/her immediate supervisor through the chain of command exclusive of the Chief of Police. These discussions must be initiated within ten (10) working days following knowledge of the incident upon which the grievance is based. Every attempt will be made by the parties to settle the issue at this level.

16.04.02 Step II

If the grievance is not resolved through the informal discussions the employee may, within ten (10) workdays after the informal discussion, submit a written appeal to the Chief of Police.

The written appeal must contain in clear, factual and concise language:

1. A brief statement as to the date of the occurrence on which the grievance is based and the facts as the grievant sees them.

2. The rule, regulation, act or law enforcement code of ethics on which the grievance is based.

3. The action the grievant believes will resolve the grievance.

4. Signature of the employee.

The Chief of Police shall have ten (10) workdays following receipt of the appeal to review the matter and prepare a written response. Copies shall go to the parties involved and the Human Resources Department.

16.04.03 Step III

If the grievance is not resolved, the grievant may, within five (5) workdays following receipt of the Chief's response, appeal to the City Manager or his/her representative, stating in writing the basis for the appeal.

The City Manager or his/her representative shall set a hearing within ten (10) working days of receiving the appeal. The grievant, his/her representative and other parties summoned by the City Manager or representative shall attend the hearing to 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 within fifteen (15) working days following the hearing.

16.04.04 Step IV

If the grievance is not resolved to the satisfaction of the grievant at the conclusion of Step III, the grievant 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 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 the 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 his/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 17.00 - DISCIPLINARY APPEAL PROCEDURE

17.01 Definition

For the purposes of this article, disciplinary action shall mean suspension (as authorized by FLSA), reduction of leave balances, 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.

17.02 Pre-Action Procedure

17.02.01 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) working days from receipt of the notice either orally, in writing, or both, to the Chief of Police. If the Chief of Police 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 his/her procedural rights and final action will be taken.

17.02.02 Step II

Following a review of a proposed disciplinary action, the Chief of Police, within five (5) working days 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) working days 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 reason, 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 Chief of Police's decision shall be final and shall take effect as prescribed.

17.03 Post-Action Appeal

17.03.01 Step III

If the employee files a timely appeal, the City Manager shall, within five (5) working days after receiving the appeal, designate a hearing officer who shall schedule a hearing not less than five (5) working days 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) working days 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.

For discipline equivalent to the severity of suspension *(as authorized by FLSA)* of one (1) week or less, or leave balance reduction of one (1) week or less, there shall be no appeal beyond Step III and the City Manager's decision shall be final.

17.03.02 Step IV

If the appeal *(except as exempted above)* 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 with fifteen (15) days after the conclusion of the hearing.

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

SECTION 18.00 - 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 and shall be removed after five (5) years, in accordance with Section 18.01 (Purging Written Reprimands) of this Memorandum. 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 Chief of Police by filing an appeal to the Chief of Police within five (5) working days of receipt of the reprimand. The Chief of Police's decision regarding the written reprimand shall be final.

18.01 Purging of Written Reprimands

Written reprimands will be purged from employees' personnel files after a five year period from the date the reprimand was issued with the following exception:

In the event a like offense is documented in the form of a written reprimand prior to the initial reprimand's five year expiration, the Chief of Police shall maintain the option of retaining the initial written reprimand in an employee's personnel file. The retained record will be purged consistent with the purging of the subsequent written reprimand.

SECTION 19.00 – SEVERABILITY

This memorandum is subject to all current, future and applicable Federal and State laws, State regulations, the Santa Cruz Charter, and the State Constitution.

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

Date: _____	Date: _____
SANTA CRUZ POLICE MANAGEMENT ASSOCIATION	**CITY OF SANTA CRUZ**
_____	_____
_____	
_____	

EXHIBIT A

POLICE MANAGEMENT CLASSIFICATIONS

553 Police Captain

552 Police Lieutenant

551 Deputy Chief of Police

EXHIBIT B

SANTA CRUZ CITY COUNCIL

STATEMENT OF EQUAL EMPLOYMENT OPPORTUNITY

and

NON-DISCRIMINATION POLICY

It is the policy of the City Council of Santa Cruz to provide all current and prospective employees with equal opportunity in employment without discrimination on the basis of race, color, creed, national origin, ancestry, religion, disability, medical condition, gender, height, weight, physical characteristics, marital status, sex, age, sexual orientation, organizational affiliation, disabled veteran status, or status as a veteran of the Vietnam era (except when sex, age, disability, or medical condition is a bonafide 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 C

City of Santa Cruz II-1A
Administrative Procedure Order
Section II, #1A (Effective April 1, 1984)

TO: Department Heads

SUBJECT: DISCRIMINATORY HARASSMENT POLICY

PURPOSE

To maintain an employment environment free from harassment which has the effect, either directly or indirectly, of discriminating against individuals on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual preference or age. The occurrence of any such harassment, including sexual harassment, undermines the integrity of the employee and results in low morale, reduced productivity and loss of skilled personnel.

POLICY

Discriminatory harassment is defined as the persistent disturbance or irritation of an employee on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual preference or age in any of the following forms: a) verbal harassment, e.g., epithets, derogatory comments or slurs; b) physical harassment, e.g., assault impeding or blocking movement when directed at an individual; c) visual forms of harassment, e.g., derogatory posters, cartoons or drawings; or d) sexual advances including, but not limited to, sexual advances which condition an employment benefit upon the exchange of sexual favors.

It is the policy of the City of Santa Cruz that:

1. such harassment shall not be tolerated, condoned or trivialized;

2. City management shall take steps to prevent harassment from occurring in the employment environment, including the following: a) affirmatively raising the subject of harassment; b) expressing strong disapproval; c) developing appropriate sanctions; d) informing employees of their right to raise and how to raise the issue of harassment under California law; e) developing methods to sensitize all concerned;

3. any harasser, if a City employee, shall be subject to appropriate discipline, including possible dismissal, upon consideration of the findings and recommendations of the City Manager or his/her representative.

PROCEDURE

1. The Director of Human Resources shall be responsible for: a) insuring that this policy, its definition of harassment, including sexual harassment, and the complaint procedures are disseminated to all employees; b) providing guidance, training sessions and assistance to department heads, supervisors and employees on dealing with harassment; c) investigating, resolving and making findings and recommendations on complaints of harassment.

2. Complaints may be filed by the employee who feels harassed or by a representative of the employee's choosing on his/her behalf. The basic procedure for filing and resolving complaints alleging harassment shall be the same as those set forth under the affirmative action grievance procedures for resolving complaints of discrimination (Administrative Procedure Order II-1, Exhibit A). An employee may, however, choose to bypass the initial stages of the prescribed grievance procedure and discuss a discriminatory harassment complaint directly with the Director of Human Resources whenever the employee feels that discussions with the supervisor and/or department head would be difficult. The Director of Human Resources shall involve the department head in resolving the problem whenever the department head is not a party of the alleged harassment.

   As part of the informal investigation and resolution of the complaint, the Director of Human Resources shall inform the alleged harasser of the alleged offending behavior(s), providing an opportunity to respond to the allegations or correct the behavior deemed to be harassment. The Director of Human Resources may also, if desired by the complainant, counsel the employee on ways that he/she might independently resolve the problem.

3. Department heads shall be responsible for: a) assisting the Director of Human Resources in disseminating this policy by informing employees in their respective departments of their rights and responsibilities regarding harassment; and b) coordinating and cooperating with the Director of Human Resources in resolving complaints involving employees in their respective departments.

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

In applying this policy, the rights of free speech and association shall be accommodated consistently with the intent of this policy.

Nothing in these regulations may be construed as limiting the City's right to take reasonable disciplinary measures which do not discriminate on a basis enumerated in this policy.