2011 - 2013

MEMORANDUM OF UNDERSTANDING

CITY OF SANTA CRUZ

AND

SANTA CRUZ POLICE OFFICERS' ASSOCIATION

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2011 - 2013
MEMORANDUM OF UNDERSTANDING

CITY OF SANTA CRUZ
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SANTA CRUZ POLICE OFFICERS' ASSOCIATION

SECTION 1.00 - TERM

The term of this Memorandum of Understanding shall commence April 30, 2011 and shall expire June 30, 2013.

1.01 Most Favored Nations

The City agrees that, if, during the term of this MOU, any other organization is given a general salary increase or other economic enhancement to their overall compensation, or has any compensation reduction they have incurred or concession they have made restored to them, then the parties will reopen negotiations on more favorable or less detrimental economic terms for the SCPOA. The City also agrees that if it negotiates terms with another bargaining unit that provide for cost savings to the City in an amount less than those agreed to by the SCPOA as a percentage of total compensation for FY12 or FY13, then the parties will reopen negotiations on the more favorable or less detrimental total economic package for the SCPOA.

1.02 Commencement of Negotiations for a Successor MOU

Either party may serve upon the other party a demand to commence bargaining for a successor MOU on or before February 15, 2013. In the event either party serves its demand by February 15, 2013, the parties will commence negotiations for a successor MOU no later than March 1, 2013, unless a later date is mutually agreed upon by the parties in writing. In the event demand is served after February 15, 2013, the parties will commence bargaining on a mutually agreed upon time and date.

1.03 Impact of Extraordinary Fiscal Circumstances

The parties acknowledge negotiating this MOU during an extraordinarily difficult economic environment. The City values the SCPOA's commitment to meeting the needs of the City during the term of this MOU. As such, to the extent economic conditions allow, the City is committed to restoring the concessions made in this agreement during negotiations for a successor MOU(s).

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 Officers' Association (hereinafter referred to as the Association). For the purpose of this Memorandum, employee shall mean a regular status employee employed in the classifications listed in Exhibit A. Any part-time regular employees covered by this agreement will receive benefits included in the agreement on a prorated basis, given the ratio of the budgeted work schedule to full time. This Memorandum is subject to Section 3500-3510 of the Government Code of the State of California, the City of Santa Cruz Charter and Municipal Code, and the City of Santa Cruz Personnel Rules and Regulations Resolution.

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

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

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

2.01 Quarterly Meetings

To encourage harmonious labor/management relations, the Chief of Police and Association representatives (in accordance with Section 11.00 (Release Time) of this memorandum) will meet no less than once every three (3) months to informally present and discuss issues and ideas that are of potential interest to both parties. During the course of these meetings, the Chief and the Association will discuss the benefits and costs of conducting an employee satisfaction survey or other similar program designed to provide department management with information about employees' level of job satisfaction.

SECTION 3.00 - NO ABROGATION OF RIGHTS

The parties acknowledge that the City's responsibilities and rights, and management responsibilities and rights, as indicated in current Appendix A, Article 1, Section 1 of the City of Santa Cruz Personnel Rules and Regulations 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.

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

SECTION 4.00 - 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 Association. 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 Association.

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 5.00 – PAST PRACTICES

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

1. Past practices superseded by revised MOU language are null and void.
2. Past practices which contradict existing MOU language or written City rules shall be null and void upon reasonable notice from the City that the language will be followed.
3. Past practices within scope which are not covered by MOU language or City rules shall remain in effect through the term of the MOU unless changed through mutual agreement.

SECTION 6.00 - NO DISCRIMINATION

The Association recognizes City Council policies pertaining to equal employment and discriminatory harassment as listed in Exhibits B and C, as well as applicable Federal and State discrimination laws.

SECTION 7.00 - 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 8.00 - RECOGNITION AND PAYROLL DEDUCTION

8.01 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.

8.02 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 9.00 – ASSOCIATION RIGHTS

The City of Santa Cruz has an interest in promoting positive labor relations with the Santa Cruz Police Officers' Association (hereinafter referred to as "Association"), the exclusive representative of regular status employees listed in Exhibit A of the current Memorandum of Understanding. In furtherance of that interest, the City recognizes that communications both between the City and the Association and communications between the Association and its members are essential and may take various forms. Due to the nature of the employment of bargaining unit members, the City and the Association recognize that it is not possible to schedule meetings at a time when all bargaining unit members may attend during their off duty time and that any meeting scheduled cannot interfere with or affect City needs, workflow, or mission. Accordingly, the parties recognize that communications involving bargaining unit members may need to take various forms. To assist in the communications process, the parties hereby mutually agree to the following as it applies to members of the Santa Cruz Police Officers' Association Bargaining Unit:

9.01 Access to City Facilities

The Union shall be allowed the use of areas normally used for meeting purposes for meetings of Association members when:

a. Such space is available;

b. There is no additional cost to the City (with the exception of incidental costs such as those for heat and light);

c. It does not interfere with normal, safe, efficient or secure City operations;

d. Employees in attendance are either not scheduled for duty or are on duty and leave the meeting promptly when duty calls; and

e. The meeting is either for the purpose of an Association Board meeting or for a General Membership meeting, except as prohibited below.

The Association may use City facilities for purposes of conducting an Association Board meeting as reasonably necessary. Association Board meetings conducted at City facilities shall be concluded as expeditiously as reasonably possible without interfering with normal duties.

The Association may use City facilities for purposes of conducting a General Membership meeting as needed and will be reserved as any other City or Public Organization would have to do. General Membership meetings conducted at City facilities shall be reserved and concluded in the time reserved for the meeting.

The use of City equipment and/or supplies (other than items normally used in the conduct of business meetings, such as desks, chairs, blackboards and projection/sound equipment) is prohibited, even though such equipment and/or supplies may be present in the meeting area.

The Association shall maintain proper order during any meeting held at a City facility and ensure that the space is left in a clean and orderly condition. The City reserves the right to revoke permission to use City facilities for meetings if the Association fails to maintain order during a meeting or if facilities are not left in a clean and orderly condition.

9.02 Access to City Bulletin Boards

The Association shall have access to City bulletin boards located in those buildings in which bargaining unit members are assigned to work for the purpose of posting the following types of notices (these are examples only and not intended to be a complete list):

a. Notice of recreational and social affairs sponsored by the Association;

b. Notice of Association meetings;

c. Notice of Association elections;

d. Reports from Association committees;

e. Rulings on Association policies; and

f. Association newsletters.

All posted material must be legibly signed or initialed and dated by the Association's President or designated representative. 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 posted on City bulletin boards. Any violation of this section shall entitle the City to immediately cancel the provisions of this section and revoke the Association's privilege to use bulletin boards pursuant to this section. In the event non-authorized material is posted, it shall be promptly removed by the Association or its representative on notification by the Department. The City reserves the right to remove material that contains defamatory statements before providing notification to the Association; if such action is taken the City shall notify the Association as soon as possible.

9.03 Access to the City's Internal Mail System

As used in this section, "the City's internal mail system" does not include the City's e-mail system (E-mail usage is discussed in Section 4 below).

The Association may request that notices be delivered to bargaining unit members through the City's internal mail system. Notices which may be sent through the City's internal mail system are limited to those types of notices which may be posted on bulletin boards, as described in section 9.02. 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 distributed using the Department's internal mail system. The City reserves the right to refuse to allow notices to be distributed by Departmental mail that interferes with the Department's operational needs, workflow, or mission. Notices must be legibly signed or initialed and dated by the Association's President or designated representative. The Association must provide a sufficient number of copies of any notice that it requests be distributed through departmental mail.

Any mail placed in the City's internal mail system destined for deposit in the United States Postal Service system must contain sufficient postage when so placed; the City will not pay for postage.
Any violation of this section shall entitle the City to immediately cancel the provisions of this section and revoke the Association's privilege to use the City's internal mail system pursuant to this section.

9.04 Electronic Mail (E-Mail) and Computer Usage

The Association recognizes that the City's Electronic Mail (E-Mail) Use Policy and Police Department General Orders prohibit the use of the City's e-mail and computer systems for personal use, that the City's e-mail and computer systems are to be used solely for City-related business activities, and that the City has the right to access and inspect City computers, including but not limited to viewing any messages sent or received through the City's e-mail

system or any temporary or permanent files stored on the City's electronic systems and/or equipment.

The City and the Association agree that the Association may be permitted to use City e-mail for the purposes described in this section. Notices which may be sent through the City's e-mail system are limited to those types of notices which may be posted on bulletin boards, as described in section 9.02. 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 sent through the City's e-mail system. 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 immediately cancel the provisions of this section and revoke the Association's privilege to use the City's e- mail system pursuant to this section. It is expected that once the Association Board is aware of any such violations, they would be afforded the opportunity to rectify the situation.

SECTION 10.00 – UNION NOTIFICATION

Except in cases of bona fide emergencies, the Association 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 with a City representative prior to its adoption.

SECTION 11.00 – RELEASE TIME

During the term of this agreement, a reasonable number of Association members – up to three (3) – shall be allowed a reasonable amount of paid release time off for meet and confer or meet and consult sessions scheduled with the City Council's designated representative, providing there is no disruption of work in the employee's division. The exact number to be released shall be determined by mutual agreement prior to the session and shall vary by the type of issue being discussed (i.e., single division affected, multiple divisions affected, etc.) The Association shall notify the Administrative Services Director in advance of the meeting of the names of members who will be in attendance. Such Association members shall obtain permission through supervisory channels before leaving their work or work locations. Ground rules for negotiating successor agreements shall specify the number of Association members allowed for the meet and confer sessions with the City Council's representatives.

SECTION 12.00 - PERSONNEL ACTIONS

12.01 Personnel Files

There shall be only one personnel file which shall be maintained in the City's Human Resources Department. 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. This provision excludes training, supervisory, and internal affairs files.

12.02 Performance 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, sixth, 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'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 both the maker of the amendment and the employee to indicate that the changes have been discussed and understood. No evaluation shall be made on hearsay statements. Employees may also choose to discuss performance evaluations with the Chief of Police and/or the Administrative Services Director and formally enter a response to the evaluation in their personnel file. Disputes regarding performance reviews shall not be subject to the grievance process.

12.02.01 Late Evaluations

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 14.01.02 (Advancement within the Range). However, as soon as possible thereafter, the supervisor shall conduct a performance evaluation in accordance with Section 12.02 (Performance Evaluations).

12.03 Probation

12.03.01 Probationary Period

All original, promotional, and re-hire appointments shall be subject to a probationary period of twelve (12) months. Any time spent by an employee on unpaid status shall not be counted as qualifying service toward completion of the probationary period.

12.03.02 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.

12.03.03 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.

12.03.04 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 13.00 - WORK ASSIGNMENTS/SCHEDULES

13.01 Rotation/Reassignments

It is understood and agreed that employees covered by this Memorandum are expected to rotate among shifts and are subject to periodic reassignments (such as TO's, motorcycle duty, investigations). If these changes are a normal part of their work and are not disciplinary, then the reassignment is not subject to the grievance process even though employees may lose or gain eligibility for compensation (such as shift differential or other premium pays). If the reassignment is considered to be disciplinary by the Chief of Police, then the employee maintains his/her right to appeal as in Section 25.00 (Disciplinary Appeals Procedure). In any event, the employee will be notified as to the reason for the reassignment. The Chief of Police or his/her designee will announce anticipated openings for specialized assignments department-wide and fill those positions through a standardized selection process. The standardized selection process may be unique to each specialized unit but consistent for all employees being considered for assignment to that unit.

13.02 4 Day/10 Hour Plan

The normal work schedule for all employees covered by this Memorandum (except Police Trainees) will be a four-ten plan, indicating four (4), ten (10) hour workdays and three (3) consecutive days off each week. The specific assignments not subject to this rule are as follows:

1. School Resource Officers when school is in session, including summer school when it is held in the City of Santa Cruz.
2. Employees assigned to Investigations who will be assigned to a 9/80 schedule in lieu of the 4/10 schedule.
3. CSO's assigned to Property.
4. Victim Advocates who will be assigned to a 9/80 schedule in lieu of the 4/10 schedule.

For employees assigned to a 9/80 schedule plan, each week's work days will be scheduled consecutively (followed by consecutive days off). In the event of operational necessity, the Chief of Police may suspend this schedule on a temporary basis not to exceed 30 days.

The Chief of Police may suspend this rule if s/he determines that there are insufficient personnel to maintain the safe day to day operations of the organization. In addition, unforeseen catastrophic events such as earthquake, civil unrest, etc., may necessitate a suspension of this rule. The Chief of Police shall notify all affected personnel and the Association thirty (30) days prior to the change or with as much notice as possible given the nature of the particular emergency.

The Association will have two (2) weeks to meet and respond to the Chief of Police and present alternative scheduling plans for his/her review. The Association will also have the opportunity to meet and confer with the Chief of Police over matters within the scope of representation effected by the suspension of the 4/10 schedule.

In the event the suspension of the 4/10 schedule lasts more than ninety (90) days, the Association will have the opportunity to meet with the Chief to ensure that the conditions for the suspension still exist. This review will be conducted at least quarterly until the suspension ends.

13.03 Minimum Staffing

The Chief of Police will maintain minimum staffing levels for patrol shifts in writing. The intention of maintaining written guidelines for minimum staffing is to provide guidelines and promote consistency between supervisors and managers when making decisions regarding staffing. The Chief of Police will meet and confer on impacts within the scope of bargaining

as defined by the Meyers-Milias-Brown Act (MMBA) if the written minimum staffing levels are changed.

13.04 Scheduling

Employees assigned to the Operations Division will be allowed to select their shift based on seniority and as set forth by the Chief of Police. The schedule will be completed no less than thirty (30) days and no more than twelve (12) months prior to shift change. Seniority is determined by the employee's last uninterrupted date of hire in a classification. A baseline seniority list is incorporated in this MOU and hereby attached as Exhibit F. For employees hired on the same date, seniority will be determined by the date of release from their field training program. Ties will be determined by coin toss.

Exceptions:

1. Training Officers (TO's): will select their shifts based on seniority as set forth by the Chief of Police along with the rest of patrol personnel. This selection may be overruled by the Chief, however, in favor of the requirements and continuity of the Training Program.
2. Canine Program: exempt
3. Street Crimes Unit: exempt
4. Downtown Unit: exempt
5. Traffic Section: exempt. Seniority for shift selection within the unit is determined by date of assignment to the unit. If all positions are not filled, assignments will be made starting with the least senior non-probationary officer.
6. Probationary employee: exempt.
7. Exemption: through the evaluation process, disciplinary action, medical reasons, or extenuating circumstances, or as identified in Section 13.02 (4 Day/10 Hour Plan) of this Memorandum, an officer may be assigned or reassigned to a certain shift.
8. Leaves of Absence (medical, military, pregnancy disability, etc.): a reasonable expectation must exist that the officer will be able to report for full duty at the start of a new shift. In the absence of a reasonable expectation, those officers will be exempt from this scheduling procedure.
9. Restricted positions: Positions restricted to specific assignments because of funding sources or other external circumstances. If more than one restricted position is assigned to the same unit, seniority for shift selection within that unit is determined by date of assignment to the unit.

13.05 Absences/Time Off

Absences and time off will be regulated based on the practices and procedures set forth in Policy 1001 in the Santa Cruz Police Department Manual as of the date of this

Memorandum. Any discrepancies between this Memorandum and the policy will be superseded by this Memorandum. The policy is attached as Exhibit E.

13.06 Furlough

A 3% per fiscal year furlough plan shall commence April 30, 2011 (prorated for FY11) and sunset on June 30, 2012. The furlough plan shall adhere to the model used in the July 2009 concession. Furlough hours are to be used in accordance with SCPD vacation policy in effect at the time of this agreement.

SECTION 14.00 - PAY RATES AND PRACTICES

14.01 Salary Steps

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

A new bottom step shall be created for all employees hired after April 30, 2011. The new bottom step will adhere to the current 5% difference between steps (5% below current bottom step).

14.01.01 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 Administrative Services Director 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 five (5) percent increase in total compensation.

14.01.02 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 the Administrative Services Director.

B. All new Police Officer Trainees shall be advanced to step A of the Police Patrol Officer classification upon successful completion of the police academy. These employees shall then begin their twelve (12) month probation and be eligible for subsequent merit increases as shown below.

C. All employees shall be 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.

D. Merit increases shall normally be from one pay step to the next higher pay step. Increases of two steps may, however, be recommended by the Chief of Police when exceptional performance has been demonstrated by the employee. Such step increases must be approved by the City Manager.

E. 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 she/he shall be eligible for the next merit increase after one year on paid status from the original review date.

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

G. 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 a salary increase of at least five (5) percent. This increase shall have no effect on the employee's original merit review date.

H. Exclusive of special evaluation and upon receipt of a satisfactory annual evaluation, the effective date for a merit increase shall be the first day of the pay period, which includes the employee's anniversary date.

14.01.03 Longevity

Upon completion of ten (10) years of continuous regular service employees shall receive a 2 ½% longevity pay increase. Upon completion of fifteen (15) years of continuous regular service, employees shall receive and additional 2% longevity pay increase. Longevity is calculated from the date of hire into a regular status position or a fully benefited special status position. It is understood that longevity pay is

considered "additional compensation" for the purposes of PERS and tax computations.

14.02 Salary

A. A new bottom step shall be created for all employees hired after April 30, 2011. The new bottom step will adhere to the current 5% difference between steps (5% below current bottom step).

B. In January, 2013, the City will repeat the salary study conducted in preparation for the collective bargaining process resulting in this Memorandum. The City and the Association agree to use the same methodology, including comparable cities and counties. The City agrees to reopen Section 14.02 (Salary) of this memorandum for renegotiations regarding the results of the salary study. The City does not guarantee it will implement the study, in whole or in part

14.03 Retirement/PERS

The City shall provide the PERS Police Public Safety Retirement Program 3% @ 50 benefit. Sworn employees shall pay the employee share of nine (9) percent. Non-sworn employees will receive the 2% @ 55 benefit and pay the 7% employee share.

Effective September 3, 2011 the City will implement the following second tier retirement benefit for new safety employees: CalPERS 3% @ 55 benefit plan (3 year average).

The City will implement the following second tier retirement benefit for new non-safety employees: CalPERS 2% @ 60 benefit plan (3 year average). This second tier of retirement benefits for non-safety employees will be implemented as soon as the City's contract with CalPERS can be modified.

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 employee cost for this benefit will remain unchanged from the previous M.O.U.

The PERS benefit provided for sworn personnel (Police Officer Trainee, Police Patrol Officer, and Police Sergeant) includes the service credit for unused sick leave (California Government Code Section 20965).

All bargaining unit members shall pick up an additional 11.4% of PERS (total of 20.4%) on a pre-tax basis for the remainder of FY11 (ending June 30, 2011) and FY12 (beginning July 1, 2011). Beginning FY13 (July 1, 2012) all bargaining unit members' additional PERS contribution shall reduce to an additional 11.25% (total of 20.25%) on a pre-tax basis. The additional PERS contribution rate effective during the final pay period of this agreement

(11.25% or lower depending upon the medical benefit cost containment measure implemented, if any) is scheduled to sunset by mutual agreement of the parties upon reaching an agreement for a successor MOU or upon the date the parties complete the City's impasse procedures for a successor MOU (through mediation or fact finding), whichever is earlier.

14.04 Overtime

The City desires to keep overtime work at a minimum but recognizes that from time to time it may be required. To the extent possible, employees will be given advanced notification.

1. Overtime hours described in subsection 4(a) and 5(a) below will be compensated at one and one-half times the employee's base hourly rate.

2. Fair Labor Standards Act (F.L.S.A.) overtime will be compensated at one and one-half times the employee's regular rate of pay as defined by F.L.S.A.

3. Police Trainees

   a. Overtime is defined as all authorized hours on paid status in excess of forty (40) hours in a workweek.

   b. F.L.S.A. overtime 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.

4. Regular Personnel

   a. For all employees other than Police Trainees, overtime is defined as all authorized hours on paid status in excess of the regularly scheduled 10 hour work day and/or 40 hour work week. Paid status includes sick, holiday, or vacation time used.

   b. F.L.S.A. overtime is defined as all hours required by management and actually worked by the employee in excess of the non-overtime hours allowed in the work period. Pursuant to the 7K exemption under F.L.S.A., 171 non-overtime hours are allowed in a 28-day work period. The City has the right to decide whether or not the 7K exemption, provided for under the F.L.S.A., shall apply to Police Patrol Officers and Sergeants. The City also has the right to select alternate work periods, as defined by the F.L.S.A. If the City exercises its right to invoke the 7K exemption, the Association maintains its right to meet and confer over the effects of the City's decision on matters within the scope of representation.

5. Compensatory Time Off

a. Police Officer Trainees shall receive the first 53.34 hours of overtime accrued in the police academy at the rate of one and one-half times the hours worked, up to a total of eighty (80) hours of banked compensatory paid leave. All additional overtime in the academy shall be paid at the overtime rate as specified in the Police unit's Memorandum of Understanding (M.O.U.).

In the event that Police Officer Trainees do not successfully complete the academy, any compensatory hours not used will be compensated in salary.

b. The use of compensatory time off shall be in accordance with department policy and the FLSA. All regular employees 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. The employees' compensatory time bank shall not exceed one hundred (100) hours. If the Department is unable to schedule and grant the time off within one year from the date of the request, cash payment shall be made in lieu of the compensatory time off requested. Otherwise, there shall be no payment for compensatory time unless the employee terminates City employment or is promoted to a management position.

14.05 Working Out of Classification

Upon specific assignment by the Chief of Police or his/her designated representative, an employee may be required to perform the duties of a higher-level classification on a temporary basis due to a termination, vacation, leave of absence, workers' compensation-, or extended sick leave.

Assignments will be made with the following considerations:

1. All out-of-class assignments scheduled to last for an extended period of time (e.g., more than one pay period), must be implemented and approved on a Personnel Action Form (PAF). Assignments shall be given to employees who currently meet the stated minimum qualification of the higher-level classification. Employees appointed on this basis will receive out-of-class pay beginning on the first day of the assignment.

2. Qualified Police Patrol Officers may be directed by the management personnel on duty to assume the duties of an absent Police Sergeant on an "acting" basis for a given shift. Such assignments can only be made after the officer has been qualified and authorized on a premium pay form to serve as acting Sergeant.

3. An employee must spend a majority of the scheduled shift performing the duties of the higher-level classification. Out-of-class or acting pay will be the next highest pay step in the classification to which the employee is assigned. In all cases, such pay will not be less than a five (5) percent increase.

14.06 Call-back

14.06.01 Definition

Callback is defined as any time including court appearances an employee is directed to work and actually works for a period not contiguous with his/her regular shift. For purposes of this Memorandum, the word contiguous will mean any more than fifteen (15) minutes after the end of shift. If an employee is called in less than four (4) hours prior to his/her regular shift, s/he will receive overtime pay only up to the start of the regular shift. If an employee, who was called back to work and has completed his/her assignment and left work is again called back to work, s/he will not receive another minimum if the time of return is within the previous callback minimum.

An employee required to attend court under this provision, will not be required to perform additional station work if the court assignment is less than four (4) hours.

When an employee is called back to work for any reason including a court appearance while the employee is on pre-approved time off using vacation, holiday, or compensatory hours, the employee will be compensated based on these call-back rules.

When an employee has completed an assigned shift, or is on a regular day off, and is called by a superior officer or anyone acting at the direction of a superior officer, the Chief of Police or his/her designee, such employee shall receive compensation in the form of overtime pay. Compensation will be paid in one quarter (.25) hour increments based upon the duration of the call. Such pay shall not be required for telephone calls involving staffing availability, shift assignment, or shift coverage. Messages left on an employee’s answering machine shall not qualify for payment unless the superior officer expressly requires the call be returned.

14.06.02 Compensation

All callback hours shall be paid at the applicable overtime rate. A minimum of four (4) hours of overtime compensation shall be paid for all callback periods of less than four (4) hours.

14.07 Standby

Police Patrol Officers and Sergeants requested by police commanders to remain at home and available for emergency call-back duty shall be compensated at time and one-half with four (4) hours minimum.

14.08 Investigations Premium Pay

Sworn personnel assigned to the investigation section will be required to be on duty assignment for call-back on a seven-day period rotational basis. During periods of duty assignment, officers will be required to have an investigation vehicle and associated equipment immediately available and either keep the Communications Center advised of their location or maintain call-back availability by carrying a pager. Officers and Sergeants assigned to the investigation section will receive five percent (5%) additional compensation added to their base pay in lieu of duty assignment (on-call) pay.

14.09 Special Duty Pay

Unit employees scuba diving in the line of active duty (not training) and on orders from a commanding officer shall be compensated at double-time and one-half their hourly rate, with a minimum of four (4) hours. Sufficient training as determined by the Chief of Police within the overall training program of the department shall be provided at City expense for unit employees assigned such special duty.

14.10 Special Events

A special event is defined as an assignment in which the City is reimbursed by an event's sponsor, through the Finance Department, for police services. Officers assigned to cover special events will be paid a minimum of four (4) hours overtime at one-and-a-half times their hourly rate. Any officers reassigned during their regular shift to a special event will also be at the same overtime rate and will not be required to use any banked time to fulfill their required base pay time. Seniority sign-up will apply to all events not sponsored (all or in part) by the City of Santa Cruz.

All other employment not meeting the guidelines of the above policy will be considered outside employment and will be subject to approval in accordance with Departmental policy.

14.11 Training Officer

At least six (6) Police Patrol Officers will be and up to two (2) Community Service Officers may be assigned as Training Officers and shall receive a 5% differential of base pay for the duration of this assignment.

If the Chief of Police determines six (6) Patrol Training Officers are insufficient due to the employment of new officers, this limit may be exceeded by the ratio of one Training Officer to one new hire. The appointment of the additional Training Officers is subject to the approval of the City Manager.

In the event that an officer who is not regularly assigned as a Training Officer - but is a POST certified Training Officer - is assigned a trainee for an entire shift, they will also receive a 5% differential of base pay for that shift. The department will make every reasonable effort, however, to assign all trainees to regularly assigned Training Officers. This section does not apply to trainees who are assigned only to complete a "ride-along" with an officer.

14.12 Tuition Reimbursement

The City shall reimburse employees up to $500 per fiscal year for tuition and books upon successful completion of City-approved college or university courses or other course directly related to an employee's job duties.

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

14.13 Bilingual Pay

Upon the recommendation of the Chief of Police and approval of the Administrative Services Director, the City shall provide a monthly allowance five percent (5%) differential of base pay for bilingual speaking skills. To qualify for this compensation, employees must be certified by the Administrative Services Director as conversant in a foreign language utilized frequently in the line of duty.

14.14 Motorcycle Allowance

A five percent (5%) differential of base pay shall be paid to officers and sergeants regularly assigned by management to motorcycle duty.

The City shall provide, replace, or resole motorcycle boots and any other safety equipment approved by the Chief of Police to all employees as determined necessary by management who are approved to ride a motorcycle in an enforcement capacity.

14.15 Shift Differential

Employees whose regular scheduled shift includes 5 or more hours between the hours of 12:00 midnight and 7:00 a.m. shall receive a two and one half percent (2½%) shift differential in addition to their regular base rate of pay.

Shift differential shall be paid for entire shifts worked and will not be paid for hours not worked, regardless of paid status.

14.16 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 administration 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 do so while in uniform or a marked Police or City vehicle. The City agrees to consider the use of a dry-cleaning pick-up and delivery service, if it is cost effective.

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

The parties agree that for PERS reporting purposes, the value of the uniform and cleaning service is five hundred and twenty dollars ($520). Employees shall pay the employee PERS cost of the value of cleaning service. Such payment shall be made through a payroll deduction out to her-his paycheck each pay period. The amount of the deduction shall be determined by multiplying the employee's PERS contribution rate by twenty dollars ($20).

14.17 Donning and Doffing

All uniformed employees will be allowed ten (10) minutes at the beginning of their regularly scheduled shift specifically for the purposes of donning their safety gear. In addition, they will be allowed ten (10) minutes at the end of their shift for doffing of said safety gear.

14.18 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 replacement (*in kind*) up to $150 per incident. In the event the cost of repair or replacement exceeds $150, the employee may be reimbursed for any additional sums that are found to be reasonable. The reasonableness of any such additional sums shall be determined by the Chief of Police. The decision of the Chief of Police is final and non-grievable.

14.19 K-9 Duty

Up to two (2) employees may be assigned by the Chief of Police to the K-9 unit as handlers. Compensation for this assignment shall be in accordance with the agreements and procedures included in Exhibit D (K-9 Agreement) of this Memorandum of Understanding.

14.20 Education Incentive

Sworn personnel (Police Patrol Officers and Sergeants) are eligible for the following education incentive compensation.

A. Police Officers

AA/AS Degree or Intermediate POST Certificate	2.5% differential of base pay
BA/BS Degree or Advanced POST Certificate	5% differential of base pay

B. Police Sergeants

AA/AS Degree or Advanced POST Certificate	2.5% differential of base pay
BA/BS Degree or POST Supervisory Certificate	5% differential of base pay

Police Officers with an Advance POST Certificate who promote to Police Sergeant will be allowed to maintain their Advance POST incentive pay for a maximum of twenty-four (24) months to enable them to achieve eligibility criteria for a POST Supervisory Certificate.

Employees are only eligible for one incentive program and these pay differentials will not be combined. The education incentive is reportable as income to PERS.

14.21 Overpayments

The City will not attempt to recover overpayments made to employees as a result of an error made by the City which are over twelve (12) months old. The Association and those employees who receive overpayments acknowledge that repayments must be made to the City by payroll deduction. The City will notify employees prior to the implementation of such deductions. Deductions shall be no greater than 5% of gross pay per pay period until repaid in full, without the employee's consent.

SECTION 15.00 – HOLIDAYS

15.01 Holiday Hours & Scheduling

All employees shall be granted 104 hours of holiday on the first pay day after the start of the fiscal year. This is to reflect the paid holidays currently observed by the City.

New Year’s Eve Day (1/2 day)
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 Eve (1/2 day)
Christmas Day

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

15.02 Holiday Accrual

Employees will be granted 104 hours of holiday pay at the beginning of the fiscal year. This amount will 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 and leave City employment will have a prorated reimbursement for any advanced holiday hours withheld from their final paycheck.

15.03 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. Up to forty (40) hours of unused holiday time will transfer to employees’ vacation balances at the end of the fiscal year, not to exceed maximum allowed vacation accruals.

15.04 Eligibility

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

SECTION 16.00 - VACATION

16.01 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. The Chief or Deputy Chief may authorize the use of vacation during the last six (6) months of the probationary period for Police Patrol Officers who are projected to exceed the maximum vacation accrual before the end of their 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 160 hours.

16.02 Rate of Maximum Vacation Accrual

Vacation accumulation may not exceed twice the annual rate of accrual, unless prior written authorization for a specified amount of hours and a specified amount of time is received from the Chief of Police and the Administrative Services Director. Employees will receive at least sixty (60) days notice prior to exceeding their maximum accrual rate.

16.03 Sell Back of Vacation

Subject to IRS regulations, during the first full pay period of November of each year, except for November 2011, employees with at least five (5) years of service may sell back up to forty (40) hours of vacation time. In order to take advantage of this option, a balance of at least forty (40) hours of vacation must be maintained after the vacation sell back. The intent of the November 2011 exclusion is to relieve the City of the fiscal obligation for the sell back of vacation for one year.

16.04 Injury or Illness While on 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.

SECTION 17.00 - SICK LEAVE

17.01 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.

In the event that the City exercises its right to withhold immediate payment of industrial disability benefits, and until such time that a coverage determination is made, employees may elect to utilize accrued paid leave, including sick leave, for the interim period.

17.02 Accrual

Full-time employees in paid status shall accrue sick leave at the rate of eight (8) hours per month.

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 at least two (2) hours prior to 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.

Up to forty-eight (48) hours of accrued sick leave per calendar 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 wife, husband, son, daughter, father, mother, or close relation residing in the employee's household. This forty-eight (48) hour limitation may be extended by the City Manager with good cause.

An employee may utilize accrued sick leave for purposes of bereavement. A leave of absence with pay of up to forty (40) hours per incident is available to an employee in the event of a death in the employee’s family which shall, for the purpose of this article, include spouse, parent, son, daughter, grandparent, sibling, mother-in-law or father-in-law, registered principal domestic partner, grandchild or 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 individual has no other legal relationship other than a foster or step-parent, the Administrative Services Director or City Manager has the discretion to approve that leave upon application.

In accordance with departmental time off procedures, employees may use up to twenty-four (24) hours per fiscal year of their accrued sick leave for the purpose of personal business which shall not include recreational activities.

17.03 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 Chief of Police may have an employee examined by a City-selected physician. The City shall pay the cost of the any such medical exam.

17.04 Sick Leave Incentive Program

1. On an annual basis, employees who have accumulated more than 400 hours of sick leave must choose one of the following options:

   A. 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.

   B. 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.

2. 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.

3. Employees who retire and are eligible for retiree health coverage, pursuant to Section 15.05 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. This amount will be maintained by the City for the reimbursement of retiree health coverage. (This section will not be available to employees who chose to utilize the PERS sick leave Service Credit option.)

SECTION 18.00 - LEAVES OF ABSENCE

18.01 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.

18.02 Workers' Compensation

A non-safety employee who is unable to work due to a work-incurred illness or injury that is compensable under the California Workers' Compensation Act shall continue to receive the full amount of their salary during the first thirty (30) calendar days of such absence. City leave payments so made to the employee shall be decreased in the amount of any temporary disability payments received by the employee so that the employee shall not receive total payments in excess of his/her full salary.

After the first thirty (30) calendar days of such leave, an employee who is entitled to continued temporary disability payments may use accumulated sick leave or vacation to supplement such payments to an amount equal to his/her full salary. After depleting of any accrued paid leaves the employee shall be eligible for benefits only in the amounts prescribed by the workers' compensation laws.

Safety employees shall receive workers' compensation benefits pursuant to Section 4850 of the Labor Code.

Light duty assignments may be made in accordance with medical authorization.

18.03 Light Duty

The City recognizes the importance of providing support and encouragement to police department employees who are recovering from an injury or illness in an effort to assist in making a complete and healthy recovery. Therefore, the City agrees to temporarily provide at least two (2) light duty assignments which are less strenuous and less hazardous for police department employees who are recovering from an injury or illness, including pregnancy. The availability of additional assignments is at the sole discretion of the Chief of Police. Priority will be given to accommodating temporary light duty requests from employees recovering from work-related injuries or illnesses. The intent of a temporary light duty assignment is to provide modified work duties which are beneficial to the employee by keeping him/her productively active, involved, and informed in department activities, and beneficial to the City by the employee’s work contributions and involvement during the

recovery period. This is not intended to deprive the employee of using accumulated sick time if s/he so desires. The temporary assignment will be consistent with the employee's physical abilities and department needs. The modified duties will reflect recommendations and limitations prescribed by the attending physician. Following are conditions for providing an employee with a light duty assignment:

1. That the temporary assignment may result in a change of shift but not a change in the employee's schedule as defined in Section 13.02 (4 Day/10 Hour Plan). An employee may lose shift differential pay as a result of this shift change.
2. That the duties to be performed in said temporary assignment shall be those designated by the Chief of Police provided that the duties shall be consistent with the written recommendations of the employee's physician.
3. Said employee shall not be increased or reduced in pay or benefit solely by virtue of said temporary assignment but may forfeit incentive pays if they are no longer eligible.
4. Provided that the City may verify said disability by having said employee examined by a physician of City's choosing at City's expense.
5. If an employee on temporary light duty assignment is required to remain available by radio, cell phone, or other means, during his/her meal break then the meal break will be paid. If an employee on temporary light duty assignment is not required to remain available as above during his/her meal break, then the meal break will be unpaid. Unpaid meal breaks will not exceed thirty (30) minutes.

18.04 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.

18.05 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 delivery.

Requests for pregnancy disability 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 expected. 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 position but not necessarily to the same assignment.

18.06 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 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 heath condition that makes the employee unable to perform the functions of his/her position.

Conditions covering the leave shall include the following:

D. 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;

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

F. 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.

G. 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.

H. 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 14.04).

I. 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.

J. Any request for additional leave may be made pursuant to Section 14.03. Requests for leave time using multiple time off provisions may not exceed the total amount allowed pursuant to Section 14.03.

K. 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.

18.07 Continuation of Insurance Benefits during Unpaid Leaves of Absence

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

18.07.01 Personal Leave

The City shall continue to pay benefit premiums during a personal leave of thirty (30) calendar days or less.

For leaves of more than thirty (30) calendar days the following shall apply:

Employees may continue premium payments at their own cost, in accordance with appropriate PERS or other appropriate medical plan provisions.

18.07.02 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.

18.08 Blood Donations

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

18.09 Absence for Examination

An employee will be granted paid release time to participate in any part of an examination process for promotion or transfer within the City workforce that is scheduled during the employee's regular hours of work. The employee shall notify his/her immediate supervisor twenty-four (24) hours in advance of such an absence. In the event operational necessity as determined by the Chief of Police precludes an employee from being granted paid release time to participate in any part of an examination process, the city shall make accommodations to offer the affected employee an opportunity to complete the testing process.

SECTION 19.00 - BENEFITS

19.01 Medical Plan

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).

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 employees be credited with and receive cash back based on the plan chosen.

Each unit member participating in a medical plan will make an additional $35.00 contribution per pay period towards the cost of health care benefits through the end of this agreement. This pre-tax contribution is made during pay periods where employee deductions for health care benefits are taken (24 pay periods).

In the first year of this agreement, the parties shall convene an Advisory Health Care Cost Containment Committee ("Committee") to jointly study available medical benefit cost containment strategies. Committee members shall receive release time to attend Committee meetings. Any findings, recommendations, or conclusions of the Committee are advisory and shall not be binding on the parties as Committee meetings shall not constitute "meet and confer" as defined by the Meyers-Milias-Brown Act. However, if the POA membership approves a lower cost medical provider or any other medical benefit cost containment measure, the parties will implement this cost containment measure and modify the existing medical plan beginning with the 2012 benefit year. As a result of any anticipated savings arising from a medical cost containment measure, there will be a reduction in the operative additional employee PERS contribution (per Section 14.03 of this MOU) to a commensurate amount.

19.01.01 Optional Benefits

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:

4. Additional life insurance
5. Accident protection insurance
6. 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.

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.

19.02 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.

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

The City contribution will be:

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

19.04 Retiree Medical Incentive

Employees currently on the City's retiree medical plan and future covered employees who receive a 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 19.03 (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.

Effective April 2008, 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% the cost of the employee-only coverage of the second highest PERS HMO plans from only among those plans available in Santa Cruz County at the time of ratification of this agreement (less the contribution listed in 19.03 (Retiree Medical Plan).

19.05 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 benefit provisions:

	In-Network	Out-of-Network
Annual Deductible	None	None
Annual Benefit Maximum, Excluding Orthodontia for Children	$2,500 per person	$2,500 per person
Preventive	100%	100%
Basic Benefits	90%	85%
Prosthodontic Benefits	60%	60%
Orthodontia	50% up to $2,500 lifetime maximum per person, up to age 23	50% up to $2,500 lifetime maximum per person, up to age 23

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

Co-pays	$7.50 (does not apply to contacts)
Exam:	100% every 12 months
Prescription Lenses	100% every 12 months
Frames	100% up to $105 plus 20% off any out-of-pocket costs, every 24 months
Contacts	100% (in lieu of glasses) up to $100, every 12 months

19.06 Long Term Disability

The City shall contribute full cost of the City-sponsored long-term disability program. This benefit shall be considered taxable income.

19.07 Life Insurance

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

Basic Life: $50,000

19.08 Counseling Services

a. Critical Incident Stress Debriefing (CISD)
The City agrees to provide adequate funding for the duration of this contract so as to make available the necessary Critical Incident Stress Debriefing counseling utilizing the service of the present provider, except that the City may change providers after consultation with the Police Officer Association.

b. Psychological Counseling
The City agrees to provide sufficient funding for the duration of this contract for psychological counseling services which will address duty related stress/trauma. Counseling services made available will also include an alcohol abuse treatment component. Maintenance of confidentiality will be held within the legal confines of the client-therapist relationship. The provider shall supply, on an annual basis, all current documentation to confirm appropriate credentials and liability coverage. The provider of this service shall be mutually selected by the City and the Police Officers' Association.

SECTION 20.00 - EMPLOYER RESPONSIBILITY

In case any officer is named in a civil suit resulting from his/her official duties with the City, the City will defend such officer within the limit of the law.

SECTION 21.00 - VESTS

The City agrees to provide safety vests for Police Patrol Officer, Sergeants, and Community Service Officers. Police Patrol Officers and sergeants agree to wear department issued fitted safety vests at all times while in uniform. The wearing of safety vests shall be optional for officers assigned to work in plain clothes. Upon the receipt of sufficient medical evidence, an employee may be exempted from this provision by the Chief of Police.

SECTION 22.00 - SERGEANT PROMOTIONAL EXAM

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

SECTION 23.00 - EMERGENCY MEALS

Employees will be entitled to emergency meals in accordance with current practice and relevant department and City regulations.

SECTION 24.00 - GRIEVANCE PROCEDURE

24.01 Purpose

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

24.02 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.

24.03 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.

24.04 Procedures

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) workdays of when the employee knew, or reasonably should have known of the incident upon which the grievance is based. Every attempt will be made by the parties to settle the issue at this level.

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.

Step III:

If the grievance is not resolved, the grievant may, within ten (10) 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 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 within fifteen (15) working days following the hearing.

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

The Arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement, or impose on any party hereto a limitation or obligation not explicitly provided for in this Agreement, or to alter any wage rate or wage structure. The decision of the Arbitrator shall be rendered after the evidence and arguments are presented to 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 25.00 - DISCIPLINARY APPEALS PROCEDURE

25.01 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.

25.02 Pre-Action Procedure

Step 1:

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. If the employee decides to exercise his/her right to respond to the charges (*Skelly* hearing), s/he shall advise the Chief of Police of his/her desire to exercise his/her rights within five (5) working days from receipt of notice. The Chief of Police and the employee (or the employee's representative) shall then schedule the *Skelly* hearing within five (5) working days of the employee's notification of his/her request to have a *Skelly* hearing. If the department head is personally involved in the initial investigation and notice process, the City Manager or Administrative Services Director 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 or his/her procedural rights and final action will be taken.

Step II:

Following a review of a proposed disciplinary action, the Chief of Police, within five (5) working days of receiving the employee's response, shall render a written decision and send it by registered mail or personal delivery to the employee. A copy shall also be mailed to the employee's representative.

The 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 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 Chief of Police's decision shall be final and shall take effect as prescribed.

25.03 Post Action Appeal

Step III:

If the employee files a timely appeal, the City Manager shall, within ten (10) working days after receiving the appeal, designate a hearing officer who shall schedule a hearing not less than ten (10) 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 of three (3) days or less, there shall be no appeal beyond Step III and the City Manager's decision shall be final.

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

The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this agreement, or impose on any party hereto a limitation or obligation not explicitly provided for in this agreement, or to alter any wage rate or wage structure. The decision of the arbitrator shall be rendered after the evidence and arguments are presented to 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. Except that each party shall bear the cost of its own representation.

SECTION 26.00 - 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 for a period not to exceed five (5) years, after which they will be destroyed. 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 a written appeal to the Chief of Police within ten (10) working days of receipt of the reprimand. The written appeal may include a request to present the appeal orally to the Chief of Police. If the Chief is not reasonably available, s/he will render a decision from the written appeal. An employee may request an extension of the time to respond for justifiable reasons.

The Chief of Police's decision regarding the written reprimand shall be final; unless, the reprimand originated with the Chief of Police in which case the employee shall have the right to appeal the department head's decision to the City Manager.

SECTION 27.00 - ENFORCEMENT OF TERMS

The Association agrees to enforce the terms of this Memorandum and recognizes the right of management to institute a grievance against the Association in the event the Association does not, through a member, comply with this Memorandum.

SECTION 28.00 - 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.

SECTION 29.00 – LAYOFF POLICY & PROCEDURE (SIDE LETTER)

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

29.01 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 the 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.

29.02 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 Police 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.

29.03 Notification

Employees to be laid off shall be given not less than fifteen (15) business 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.

29.04 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.

SECTION 30.00 – POLICE DEPARTMENT RESOURCE ALLOCATION COMMITTEE

The parties shall convene an Advisory Police Department Resource Allocation Committee ("Committee") to explore and discuss resource allocation within the Santa Cruz Police Department. The Committee meetings shall not constitute "meet & confer" as defined by the Meyers-Millas-Brown Act, but is intended to serve as a collaborative effort to ensure officer safety, minimize waste, improve efficiency, and identify the most desirable uses of available resources.

The Committee shall consist of at least two (2) members of the Association and at least two (2) sworn members of SCPD management. The parties agree that committee members may change depending on the subject matter. Any findings, recommendations, or conclusions of the Committee are advisory and shall not be binding. The Committee shall meet a minimum of twice per year and may be requested by either party.

Santa Cruz Police Officers' Association	**City of Santa Cruz**
Date: 7/11/12	Date: 6/13/12
signature on file	signature on file
Peter A. Hoffmann Rains Lucia Stern, PC	Timothy L. Davis Burke, Williams, Sorensen, LLC

signature on file

Joe Hernandez
President

signature on file

Carter Jones
POA

signature on file

Dan Forbus
POA

signature on file

David Forbus
POA

signature on file

David Pawlak
POA

signature on file

Mark Eveleth
POA

signature on file

Steve Pendleton
POA

signature on file

Lisa Sullivan
Administrative Services Director

signature on file

Joe McMullen
Chief HR Officer

signature on file

Tori Hannah
Finance Manager

EXHIBIT A

CITY OF SANTA CRUZ

POLICE CLASSIFICATIONS

501	Community Service Officer I
503	Police Officer Trainee
504	Police Patrol Officer
505	Police Sergeant
506	Victim Advocate

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 Administrative Services Director 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 Administrative Services Director whenever the employee feels that discussions with the supervisor and/or department head would be difficult. The Administrative Services Director 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 Administrative Services Director 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 Administrative Services Director 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 Administrative Services Director 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 Administrative Services Director 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.

EXHIBIT D

K-9 AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, by and

between the CITY OF SANTA CRUZ, a municipal corporation ("CITY"), and _____, a

(employee)
Police Patrol Officer, employed by CITY OF SANTA CRUZ.

RECITALS

A. CITY now operates a canine program with the CITY's Police Department.

B. CITY owns a police dog named _____.

C. CITY and EMPLOYEE desire that EMPLOYEE participate in the canine program.

D. It is the desire of the parties to confirm their relationship during the period of _____ _____ to _____.

AGREEMENT

1. The term of this Agreement shall be _____ to _____.

2. During the term of this Agreement, EMPLOYEE shall keep the dog under EMPLOYEE's care and control at all times, and EMPLOYEE shall do the following:

   A. House and feed the dog in a manner consistent with good practices.

   B. Keep the dog clean, well groomed, and in good health.

   C. Provide such veterinary care as is necessary to maintain the dog free from disease, defect, or injury.

   D. Maintain the dog at a high level of operational ability.

E. Keep the dog available for police work at all times.

F. Respond with the dog to calls as directed by EMPLOYEE's supervisors.

G. Handle the dog at the scene as directed by EMPLOYEE's supervisors.

3. CITY and EMPLOYEE have reasonably estimated that the time spent on non-police work care of dog averages approximately thirty (30) minutes per day. Further, it has been determined that said time is substantially similar to the care given to a household pet or other dog. The rate of pay for care and feeding shall be $13.08 per hour and an overtime rate of $19.62 per hour. The monthly compensation for routine care shall be $298 per month ($19.62 per hour x 30 minutes x 365 days divided by 12 months). Any additional hours spent in extraordinary care (e.g., time spent in non-routine/emergency veterinary care) shall be reported and compensated at the rate stated herein.

   A. CITY and EMPLOYEE agree that CITY has acted in good faith and has reasonable grounds for believing that this Agreement complies with the FLSA.

4. In addition to the monthly compensation, CITY shall provide, on a contract basis, for the animal's food, grooming supplies, training supplies, disinfectants, and all veterinary care. Further, CITY shall provide the pay for any and all necessary training of the animal.

5. EMPLOYEE shall be deemed to be acting within the scope of employment during any department authorized activities connect with the training of the dog and police work involving the dog. CITY shall compensate EMPLOYEE for police work and training of the dog in accordance with the Memorandum of Understanding.

6. CITY shall hold EMPLOYEE harmless for any liability occurring to EMPLOYEE by reason of EMPLOYEE's participation in the canine program, excepting acts which are willful, malicious or outside the course and scope of employment. The obligation set forth in this paragraph shall protect EMPLOYEE from any liability, whether said liability arises during EMPLOYEE's regular working hours or otherwise.

7. EMPLOYEE agrees to recertify the dog for participation in CITY's canine program on an annual basis, as well as at such other times as CITY may reasonably require.

8. This Agreement shall be terminated by the occurrence of any of the following:

   A. Death of the dog or inability of the dog to perform police work.

   B. The furnishing by CITY of thirty (30) days notice to EMPLOYEE.

   C. The furnishing by EMPLOYEE of thirty (30) days notice to CITY. Additional notice beyond thirty (30) days is strongly encouraged.

   D. Termination of EMPLOYEE's employment with CITY.

9. The attached general provision regarding the canine program shall be a part of this Agreement.

10. This Agreement shall constitute the entire Agreement between the parties and shall supersede any previous agreements, whether verbal or written , concerning the same subject matter. No modification of this Agreement shall be effective unless and until evidence by a writing is signed by both parties.

IN WITNESS WHEREOF, this Agreement was executed on the date hereinabove written.

CITY OF SANTA CRUZ	EMPLOYEE
_____	_____

APPROVED AS TO FORM:

_____	_____
CITY ATTORNEY	UNION REPRESENTATIVE

Absences/Time Off

1001.1 PURPOSE AND SCOPE

It is the policy of this Department to set forth procedures and guidelines for time off requests, absences and injuries, and surrendering departmental equipment in cases of leaves of absence.

1001.2 PROCEDURE

1001.2.1 TIME OFF REQUESTS

The Department will strive to facilitate time off requests in a timely manner. It is necessary to balance employees' needs for time off with the mandate that the organization provide public safety services for the City of Santa Cruz. In order to do this it is required that time off requests be made sufficiently in advance so that proper consideration may be given to the needs of the employee, City and the Department.

(a) All employees, permanent, part time, or temporary must put in writing their time requests.

(b) Time off requests may be submitted up to one (1) year in advance of the date(s) requested.

(c) Requests shall be for vacation, management vacation, holiday, floating holiday, compensatory time off, maternity leave, leave of absence, military leave, or family leave.

1. Requests may be for any or a combination of all of the above.

(d) Requests for forty hours or more should be made thirty days in advance of the requested time off.

1. Reasons of legitimate exigency may be accepted by a supervisor in the event that thirty days notice does not occur.

(e) Requests for more than eighty hours will require approval from the Deputy Chief of Police and should be made a minimum of sixty days in advance of the requested time off.

1001.2.2 RESPONSIBILITIES

(a) The requesting employee is responsible for making the request in a timely manner and for knowing and requesting only that time which they have earned and may, therefore, take legally.

1. It is the employee's responsibility to notify the Financial Services Unit/payroll/purchasing clerk of any changes or cancellations of a time off request that was previously submitted.

(b) The unit/detail supervisor is responsible for evaluation staffing levels and for insuring that sufficient staffing is available if the request is approved.

1. Every effort should be made to avoid the use of overtime when granting leave.
2. The supervisor must check the special events calendar, sergeants' calendar and the master schedule.

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3. The staffing available will be listed on the request form by the supervisor so it may be reviewed by the Team Commander.
4. If approved, enter the information on the sergeants' calendar. If the date is for some time beyond the current four-week period, the Administrative Assistant will enter it on the appropriate four-week schedule.
5. Sign the request form both as to approval and entry on the master schedule.
6. The master schedule and the sergeant's calendar are the reference documents used to allocate personnel. They must be maintained in an accurate condition at all times.

(c) The managers are responsible for reviewing the requests and insuring that sufficient staffing remains available.

1. Management will strive to provide a maximum of seven (7) day turnaround on all time off requests.
2. An exception may occur if a request is made prior to the master schedule being established.

(d) The Payroll/Purchasing Clerk will log all time off requests on their calendar and be able to provide information to supervisors, managers and employees when it is requested.

1. The Payroll/Purchasing Clerk will insure that approved time off is recorded onto the payroll sheet as required by City Payroll procedures. (This does not negate the employee or supervisor's responsibility to record it on the time sheet for the affected payroll period.)
2. The time off request forms, once approved, will be maintained by the Payroll/Purchasing Clerk.

1001.2.3 ORGANIZATIONAL INTENT

(a) It is the intent of the organization to facilitate time off requests to the extent economically and operationally feasible.

(b) Normally, overtime will not be authorized to replace an employee so they can obtain time off.

(c) Exceptions may be made for good cause but will require approval of the Division Commander. Items to be considered are:

1. Time of year.
2. Special events.
3. Negative impacts on remaining working employees.
4. Budgetary restraints.
5. Long term impacts on both the organization and the requesting employee.

(d) Employees should strive to take the bulk of vacation or holiday time off during time other than mid-June through August due to the department's summer workload.

(e) Time off requests will be considered in the order in which they are submitted. Seniority in rank will be a determining factor when time off requests are made by more than one person, submitted on the same day and requesting the same time off, or a large percentage of it.

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1001.3 ABSENCES AND INJURIES

1001.3.1 NOTIFICATION OF ABSENCE

(a) Any employee who is unable to report for duty as scheduled shall notify the appropriate Watch Commander/Section Commander. Notification shall be as far in advance as possible. A minimum of two hours is required. The reason for such absence shall be reported.

1. In the event the Watch Commander/Section Commander is not available to receive the call, the employee receiving the notification shall forward the information to the Watch Commander as soon as practical, with minimum of the following information.
   - (a) Name of absent employee.
   - (b) Time called.
   - (c) Reason for absence.
   - (d) Length of absence (if known).
   - (e) Location of employee.
   - (f) Telephone number where employee can be reached.
2. The employee calling in ill shall leave a telephone number where he/she can be reached by their supervisor.

(b) Availability of Employee.

1. Employees shall inform their respective Watch/Section Commander of their location during their respective (normal) duty hours while absent.

(c) Checks on Absentees

1. Any employee should expect a personal visit or phone contact from a Department representative during their period of recuperation. Such contact shall be at the discretion of the appropriate supervisor, Watch Commander, Division Commander, or the Chief of Police. Priority shall be given to absences in conjunction with days off.

(d) Procedure for returning to full duty from an off-duty injury or illness.

1. Absence of three (3) working days or less: If an employee is absent from work for a period of three consecutive working days or less, the following procedure will apply:
   - (a) Approval to return to work can be approved by the employee's immediate supervisor.
   - (b) Sick leave affidavit must be completed.
   - (c) If questions arise concerning the employee's health or ability to work, the employee may be referred to a physician for re-examination.
2. Absences in excess of three (3) working days: For the benefit of the employee's health, and the health and welfare of those persons who will work with and depend on the returning employee, on absences in excess of three (3) consecutive working days the following will apply:
   - (a) The absence must be support by a completed sick leave form and a Medical release from employee's physician.

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(b) If a question arises concerning the employee's health or ability to work, the employee may be referred to a physician for an examination.

(e) Industrial Injuries or Illness.

1. All injuries on duty and all work-incurred diseases shall be reported to the employee's immediate supervisor as soon as possible following the injury.

2. If an injury or disease requires the attention of a physician, the supervisor receiving the injury report will direct the employee to a physician or medical center listed on the City's Medical Service order form.

   (a) Exception: In the case of needed emergency attention, the supervisor will direct that the employee be transported to the nearest medical center.

   (b) The employee, if able, or the employee's supervisor, shall advise the attending physician or medical center that the injury or disease is a Workers Compensation injury.

   (c) If, however, an employee notifies the employer in writing prior to the date of injury that he/she has a personal physician, the employee shall have the right to be treated by that physician from the date of injury after emergency treatment, if necessary, has occurred.

3. Completing the City of Santa Cruz Report of Personal Injury to City Employee and City of Santa Cruz Medical Service Order.

   (a) The injured employee's supervisor shall complete the Medical Service Order form as soon after the injury as possible and in all cases prior to termination of the shift.

   (b) The injured employee's supervisor shall complete the Employer's Report of Occupational Injury or Illness form as soon after the injury as possible and, in all cases, prior to termination of the shift.

4. Completing the SCPD Physician's Statement

   (a) In every industrial injury or illness situation, the SCPD Physician's statement must be completed by the attending physician.

   (b) The SCPD Physician's Statement must be completed by the attending physician after any subsequent examinations that result in:

      1. A continuation of restricted duty status.
      2. A modification to restricted duty status.
      3. A continuation of limited duty status.
      4. A modification to limited duty status.
      5. Or whenever requested by the employee's supervisor.

5. Treating Physician

   (a) It is necessary for an employee to be examined by the same physician or medical facility who made the first examination and diagnoses and treatment on the industrial injury or illness during the first 30 days subsequent to the injury or illness, unless the physician refers the employee to another medical facility or permission is received from the Worker's Compensation Administrator and/or the City Human Resources Department Benefits Coordinator.

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1001.3.2 LIMITED DUTY STATUS

(a) Supervisor's Responsibility

1. It shall be the responsibility of each Division Commander to make the most productive use of limited duty personnel under their command.
2. Each Watch/Section Commander shall contact the Division Commander to ascertain information on the returning employee to see what duty limitations or restrictions have been imposed by his physician. If the physician's instructions are not clear, the Division Commander shall contact the physician and have him/her restate the medical work restrictions in concise written terms.
3. The employee's proposed assignment shall be put in writing, including any limitations placed on their activities. After approval of the Division Commander, personally serve the employee with a copy of their assigned duties. Discuss the assignment with the employee to ensure there are no misunderstandings or that you are not asking them to perform a task that they feel they should not be doing because of risk of re-injury and/or delaying recuperation time. Have the employee sign the memo.
4. Distribution/routing of memo:
   - (a) Copy to employee.
   - (b) Copy to Administration Division Commander.
   - (c) Copy to Operations Division Commander.
   - (d) Copy to the Chief of Police.
   - (e) Original to employee's police personnel file.
   - (f) Copy to Personnel Department.

(b) Employee's Responsibility:

1. Inform their supervisor of any physical limitations that they may have prior to acceptance of assigned duties that they feel they are incapable of safely performing.
2. Any employee returning in a limited duty capacity shall be exempt from normal scheduling provisions and may be assigned to any unit/section within the Department that is tin the best interest of the Department.
3. All employees working in a limited duty status shall dress in business-like attire. S.C.P.D. polo shirts are acceptable. No jeans or collarless shirts.

(c) Reporting Outside Employment

1. Department employees engaged in outside employment who are placed on disability leave, limited duty or restricted duty, will inform or remind their commanding officer of their outside work authorization in writing.

(d) Outside Employment while Disabled/Injured

1. The Chief of Police or a designee has final authority to determine when an employee's outside employment should be discontinued. When discontinued, a notice of revocation of the employee's work authorization shall be attached to the original work request form. The employee shall also receive a copy.
2. Criteria for revoking the outside work authorization includes, but is not limited to, the following elements:

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(a) The outside work is detrimental to the total recovery of the disabled employee as indicated by the employee's treating physician and/or City designated physician.

(b) The outside work performed requires the same physical ability as would be required of an on-duty officer.

3. When the disabled member returns to duty, a written request to the Chief of Police shall be made to restore the outside work authorization.

(e) Returning to full duty from a Limited Duty Status.

1. Prior to an employee returning to full duty after being on a limited or restricted duty status, the employee must furnish the Department with a medical release signed by their physician that the employee is capable of returning to full duty status.

2. Routing of medical release form:

(a) Copy to Administration Division Commander.

(b) Copy to Operations Division Commander.

(c) Copy to the Chief of Police.

(d) Copy to city Personnel Department.

(e) Original to employee's police personnel file.

1001.3.3 INABILITY TO REPORT FOR WORK

(a) Options available to sick and/or injured employees:

1. Health and fitness is a condition of employment. It is the responsibility of the employee to maintain themselves in a healthy and fit condition.

2. If feasible, the Department will attempt to put an injured or ill employee into a productive work slot for a reasonable period.

3. If a productive work position is not available, or if there does not appear to be a likelihood that the employee will return to full duty status, a number of options are available:

(a) Use of accumulated sick leave.

(b) Long term disability.

(c) Worker's Compensation claim, if injury/illness was incurred during course and scope of employment.

(d) Retirement.

(e) Resignation.

(f) Dismissal.

1001.3.4 DISCIPLINARY ACTION

(a) Abuse of sick leave.

1. Documentation of an abuse of sick leave may result in any one or combination of the following:

(a) Reprimand-oral or written.

(b) Suspension.

(c) Reduction in pay or rank.

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(d) Dismissal.

1001.3.5 RECURRENCE OF PRIOR INDUSTRIAL INJURY

No worker's compensation time will be allowed unless there is a physician's note. Example: Employee has an old back injury that was work-related and treated as a worker's compensation injury. Three months later, employee's back is hurting. Employee calls in to take time off. No worker's compensation time off can be approved unless the injury is verified by a physician as a continuation or re-injury of a previous worker's compensation injury.

1001.4 THE SURRENDER OF DEPARTMENTAL PROPERTY IN CASES OF LEAVES OF ABSENCE

(a) Leaves of Absence:

1. When any departmental personnel are placed on administrative leave, leave of absence, medical leave of absence, worker's compensation, or any leave of absence due to disciplinary action, and the leave of absence is for more than one work week, they shall report to the Administrative Division Commander at the discretion of the Administrative Commander.
2. The involved personnel may be required to surrender their badge, identification card, and duty weapon. In any case involving the above-mentioned situations, it shall be the responsibility of the Administrative Deputy Chief to retrieve these items.

(b) In all cases, the Division Commander of the affected personnel shall notify the Chief of Police by way of departmental memorandum of the circumstances of the action. Included in this memorandum should be:

1. Employee's name.
2. Employee's present rank.
3. Employee's present assignment.
4. Projected length of leave.
5. Reason for leave.

(c) The Administrative Deputy Chief shall be responsible for the proper storage of the above property, and the return of the property to the employee when the employee returns to active duty.

(d) The employee, while on this leave, shall not in any way act as a peace officer.

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