

**2015 – 2019**

**MEMORANDUM OF UNDERSTANDING**

**CITY OF SANTA CRUZ**

**AND**

**SANTA CRUZ POLICE MANAGEMENT ASSOCIATION**

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**SECTION 1.00 - TERM**

The term of this Memorandum of Understanding shall commence on September 12, 2015 and shall expire September 1, 2019. PREAMBLE

This Memorandum is entered into by the City of Santa Cruz (hereinafter referred to as the City) and the Santa Cruz Police Management Association (hereinafter referred to as the Association). For the purpose of this Memorandum, employee shall mean a regular, full-time employee employed in the classifications listed in Exhibit A (Police Management Classifications). This memorandum is subject to Sections 3500-3510 of the Government Code of the State of California, the City of Santa Cruz Charter and Municipal code, and Article II (Representation Proceedings) of the City of Santa Cruz Personnel Rules and Regulations, Appendix A (Employee Relations Resolution).

**SECTION 2.00 - NO ABROGATION OF RIGHTS**

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

**SECTION 3.00 - NO DISCRIMINATION**

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

**SECTION 4.00 - EMPLOYEE RIGHTS**

Unit employees shall have the right to form, join, and participated 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 participated 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 5.00 - RECOGNITION AND PAYROLL DEDUCTION**

### **5.01 Recognition**

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

### **5.02 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 6.00 - PERSONNEL ACTIONS**

### **6.01 Personnel Files**

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

### **6.02 Performance Evaluations**

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

Evaluations are intended to be a summary of the employee's performance over the course of the evaluation period. Evaluations are also to be used as a tool to motivate the employee to work at his/her highest capacity and to communicate and document the employee's level of performance. To this end, the supervisor and the employee will meet and discuss work responsibilities, job standards and objectives, review progress, and plan for the employee's future development prior to the evaluation being placed in the employee's personnel file.

Any additions, corrections, deletions, or changes on the original evaluation form require initialing by the maker of the amendment and the employee to indicate that the changes have been discussed and understood. No evaluation shall be made on hearsay statements. Employees may also choose to discuss performance evaluations with the Chief of Police and/or the Director of Human Resources and formally enter a response to the evaluation in their personnel file. Disputes regarding performance reviews shall not be subject to the grievance process.

### **6.03 Probationary Period**

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

#### **6.03.01 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.

#### **6.03.02 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.

#### **6.03.03 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.

#### **6.03.04 Elimination of Position(s)**

In the event the City eliminates a currently filled position, the laid off employee will have the right to bump into a previously held position in the department, if the laid off employee has more seniority than the employee in the previously held position. The laid off employee will retain all seniority and any seniority attained will be transferred into the new position. The laid off employee will be placed at the highest salary step held in the previous position.



## **SECTION 7.00 - WORK ASSIGNMENTS**

### **7.01 Rotation/Reassignments**

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

## **SECTION 8.00 - PAY RATES AND PRACTICES**

### **8.01 Salary Steps**

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

#### **8.01.01 Salary Rates Upon Appointment**

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

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

#### **8.01.02 Advancement within the Range**

- A. Advancement within a classification's salary range shall normally be granted on the employee's scheduled merit review date. Such advancements shall be based solely on meritorious job performance as documented by a satisfactory performance evaluation submitted by the department head and approved by Human Resources.
- B. All employees shall be eligible for their first merit increase upon successful completion of six (6) months of service. The employee shall be eligible for subsequent merit increases after each full year on paid status from the last merit review date, continuing until the top of the salary range is attained.
- C. Merit increases shall be from one pay step to the next higher pay step.
- D. A merit increase may be denied by the department head when an employee's job performance falls below the acceptable work standards for the duties assigned. The department head may, in such a case, recommend that the employee's work performance be reviewed again at a specific time before the next review date. If a merit increase is granted at that

time, the employee's original review date shall not change and s/he shall be eligible for the next merit increase after one year in paid status from the original review date.

- E. An employee's schedule merit review date shall be adjusted for any time spent by the employee on unpaid status.
- F. When an employee's position is reclassified to a classification with a higher salary range, the employee's new pay shall be set at the first step of the new range or the next higher step in the new range that provides the employee with a salary increase of at least 5%. This increase shall have no effect on the employee's original merit review date.

### **8.02: Salary Compensation**

- A. Effective September 12, 2015 the salary for all bargaining unit members shall be increased by 3%.
- B. Effective September 10, 2016, the salary for all bargaining unit members shall be increased by 2.5%
- C. Effective September 9, 2017, the salary for all bargaining unit members shall be increased by 2.5%.
- D. Effective September 8, 2018, the salary for all bargaining unit members shall be increased by 2.5%.

### **8.03 Total Compensation Survey**

The City shall complete a total compensation survey in time for bargaining over a successor MOU. The scope, methodology, and comparators used to complete the total compensation survey shall be determined at the City's discretion, with consideration of bargaining unit input.

### **8.04 Retirement/P.E.R.S.**

#### **8.04.01 Employees Hired on or Before September 2, 2011 (Tier I)**

This section 9.03.01 shall apply to all employees hired on or before September 2, 2011, who are contributing members of CalPERS.

- A. Final Compensation Based on the Single Highest Year

For purposes of determining a retirement benefit, final compensation for employees covered by this section 9.03.01 shall be based on the single highest year.

- B. 3.0% @ 50 Pension Formula

The 3.0% @ 50 pension formula shall be available to all employees covered by this section 9.03.01 who are contributing members of CalPERS. Additionally, the City provides the Pre-Retirement Optional Settlement 2W Death Benefit to employees covered by this section 9.03.01.

C. Required Employee Contribution

Members covered by this section 9.03.01 will contribute the employee contribution amount established by CalPERS for the 3.0% @ 50 pension formula. The required contribution amount was 9.0% as of the date of this MOU.

D. Additional Required Employee Contribution

In addition to the required employee contribution, starting with the pay period containing September 2, 2014, members covered by this section 9.03.01 will contribute an additional 4.0% (total 13.0%) as of the date of this MOU.

**8.04.02** Employees Hired on or After September 3, 2011 (Tier II)

This section 9.03.02 shall apply to all employees hired on or after September 3, 2011 and before January 1, 2013 who are contributing members of CalPERS.

A. Final Compensation Based on Three Year Average

For purposes of determining a retirement benefit, final compensation for employees covered by this section 9.03.02 shall be based on the employee's highest three year average.

B. 3.0% @ 55 Pension Formula

The 3.0% @ 55 pension formula shall be available to all employees covered by this section 9.03.02 who are contributing members of CalPERS. Additionally, the City provides the Pre-Retirement Optional Settlement 2W Death Benefit to employees covered by this section 9.03.02.

C. Required Employee Contribution

Members covered by this section 9.03.02 will contribute the employee contribution amount established by CalPERS for the 3.0% @ 55 pension formula. The required contribution amount was 9.0% as of the date of this MOU.

D. Additional Required Employee Contribution

In addition to the required employee contribution, starting with the pay period containing September 2, 2014, members covered by this section 9.03.02 will contribute an additional 4.0% (total 13.0%) as of the date of this MOU.

**8.04.03** Employees Hired On or After January 1, 2013 (Tier III)

This section 9.03.03 shall apply to all employees hired on or after January 1, 2013 who are contributing members of CalPERS.

A. Final Compensation Based on Three Year Average

For purposes of determining a retirement benefit, final compensation for employees covered by this section 9.03.03 shall be based on the employee's highest three year average.

B. 2.7% @ 57 Pension Formula

The 2.7% @ 57 pension formula shall be available to all employees covered by this section 9.03.03 who are contributing new members of CalPERS. Additionally, the City provides the Pre-Retirement Optional Settlement 2W Death Benefit to employees covered by this section 9.03.03.

Employees covered by this section 9.03.03 who are classic members as defined by CalPERS may be eligible for a different pension formula.

C. Required Employee Contribution

Members covered by this section 9.03.03 will contribute the employee contribution amount established by CalPERS for their pension formula. The required contribution amount for the 2.7 @ 57 pension formula was 12.25% as of the date of this MOU.

In the event employee contribution rates are adjusted by CalPERS during the term of this MOU, the employee contribution will be recalculated based upon the updated required employee contribution rate established by CalPERS.

D. Additional Required Employee Contribution

In addition to the required employee contribution, starting with the pay period containing September 2, 2014, members covered by this section 9.03.03 will contribute an additional 4.0% (total 16.25%) as of the date of this MOU.

**8.04.04** Retirement, All Employees

The City will maintain the IRS 49(h)(2) provision allowing employees to defer State and Federal income taxes on their CalPERS contributions.

**8.05 Tuition Reimbursement**

The City shall reimburse employees the cost of tuition and books for job-related college or university courses when approved by the Chief of Police and Director of Human

Resources prior to enrollment. Payment shall be made upon successful completion of each course. This provision shall be limited to six (6) units per semester at a state college or \$2,000 per fiscal year at a state or private university.

#### **8.06 Training Allowance**

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

#### **8.07 Uniform Allowance and Replacement**

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

#### **8.08 Personal Property**

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

#### **8.09 Bilingual Pay**

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

#### **8.10 Longevity**

Upon completion of ten (10) years of continuous regular service, employees shall receive a 2.5% longevity pay increase. Upon completion of fifteen (15) years of continuous regular service, employees shall receive an additional 2% longevity pay increase (4.5% total). Upon completion of twenty (20) years of continuous regular service, employees shall receive an additional .5% effective September 13, 2015 ( 5% total), an additional .25% effective the first full pay period of September 2016 (5.25%), an additional .25% effective the first full pay period of September 2017, ( 5.50% total) and an additional 1%

effective the first full pay period of September 2018 (6.5% total).. The total longevity pay increase available to a single employee is 6.5 %.

### **8.11 Special Duty Pay**

The Lieutenant acting as the Emergency Services Unit (ESU) Dive Team, Tactical Team or Hostage Team commander in the line of active duty when it is not during their regularly scheduled work day (not training) and on an unplanned and unscheduled incident shall be compensated at one and one-half times his/her hourly rate, for a minimum of four (4) hours. When on duty in the above described situation, members will receive an additional 0.5 times his/her hourly rate, for a minimum of four (4) hours. Planned and scheduled events are not eligible for special duty pay.

### **8.12 Off-Duty Employment**

Represented employees will notify, but not be required to seek approval from, the Chief of Police to accept outside employment provided the employment falls within the provisions outlined in Santa Cruz Police Department Police Manual Section 1040 (Off-Duty Employment).

## **SECTION 9.00 - HOLIDAYS**

Employees shall accrue up to 104 hours of holiday per fiscal year and be credited with 104 hours on the first day of the pay period that include July 1 of each year. Accumulation of holidays shall not exceed 104 hours in a fiscal year. The holiday pay bank was developed based on the following holidays:

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

The holiday pay bank was agreed to with the understanding that employees shall not receive specific holidays, including but not limited to those days referenced above, as days off with pay, and in lieu of receiving specific days off, shall accrue up to 104 hours, as described above.

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

### **9.01 Holiday Accrual**

Holiday accrual shall be prorated for new hires (accrued at the equivalent of 8.67 hours per month. 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).

### **9.02 Eligibility**

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

## **SECTION 10.00 - VACATION**

### **10.01 Accrual**

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

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

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

### **10.02 Accrual Limit**

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

## **SECTION 11.00 - SICK LEAVE**

### **11.01 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, preventative healthcare, care of an existing health condition, as victims of domestic violence, sexual assault or stalking or other medical necessity.

## **11.02 Accrual**

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

When accrued sick leave must be used, an employee will notify his/her immediate supervisor of the leave and its probable duration if known within one hour after the regular scheduled starting time. When the employee's need to use sick leave is foreseeable, the employee must provide reasonable advance notice.

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.

### **11.02.01 Family Sick Leave**

Up to forty-eight (48) hours of accrued sick leave per fiscal year may be used when the employee's personal attendance is required to care for an immediate family member who is ill or injured. For the purposes of this provision, immediate family is defined as a spouse, registered domestic partner, son, daughter, parent, sibling, step-parent, parent-in-law, grandparent, grandchild, or other close relation residing in the employee's household. This forty-eight (48) hour limitation may be extended by the City Manager with good cause.

## **11.03 Limitations**

The Chief of Police may require an employee to submit verification of an illness or injury from a licensed medical practitioner prior to any use of sick leave being authorized.

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

## **11.04 Sick Leave Incentive Program**

On an annual basis, employees who have accumulated more than 400 hours of sick leave will "bank" all hours in excess of 400, as described below. If employees choose to receive a cash pay-off or convert hours in excess of 400 to vacation hours, as described below, they must notify Payroll by June 1st.



1. To receive a cash pay-off, or equivalent vacation hours, of all hours in excess of 400 at the rate of 33% of their current rate of pay.
2. To “bank” all hours in excess of 400. Banked hours may not later be converted to cash and will be used as sick leave only when all other sick leave is exhausted.

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

Employees who retire and are eligible for retiree health coverage, pursuant to Section 14.04 (Retiree Medical Incentive) of this agreement, shall be eligible to receive the equivalent dollar credit for retiree health coverage at the rate of 33% of their current rate of pay for all unused sick leave hours, including banked hours, maintained by the City for the reimbursement of retiree health coverage. Employees may elect to use a portion of their sick leave towards CalPERS service credit and a portion towards the retiree medical incentive.

## **SECTION 12.00 - LEAVES OF ABSENCE**

### **12.01 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.

### **12.02 Medical or Personal Leave**

Leave of absence without pay may be granted to an employee in a case of extended illness or disability, personal emergency or other situation where such absence would not be contrary to the best interests of the City. Such unpaid leave will only be granted after an employee has depleted all appropriate paid leaves. The department head may grant a leave of absence of up to thirty (30) consecutive calendar days; additional leave may only be granted by the City Manager and may not exceed a total of twelve (12) months. No vacation, holidays, sick leave, or any other paid benefit shall be accrued or earned during such leave. All requests for unpaid leaves of absence must be made in writing and include specific begin and end dates for the leave.

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

### **12.03 Pregnancy Disability Leave**

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

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

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

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

Upon return to work, the employee shall be assigned to the same classification but not necessarily to the same assignment.

### **12.04 Family Leave**

In accordance with the Federal Family and Medical Leave Act and the California Family Rights Act, the City will grant job protected unpaid family and medical leave to eligible employees for up to twelve (12) weeks, (continuous or cumulative), per twelve-month period. Effective January 1, 2016, the City will begin using a "rolling" twelve (12) month period measured backward method to establish the 12-month period. Family leave may be taken as described in 29 C.F.R. § 825.200(b)(4), for any one or more of the following reasons:

- A. The birth of a child and in order to care for such child or the placement of a child with the employee for adoption or foster care (leave for this reason must be taken within the twelve-month period following the child's birth of placement with the employee); or
- B. In order to care for an immediate family member (spouse, domestic partner, child, or parent) of the employee if such immediate family member has a serious health condition; or
- C. The employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

D. Military family leave.

Conditions covering the leave shall include the following:

- E. Eligible employee means have been employed by the City for twelve (12) months and has worked for at least 1,250 hours during the twelve-month period immediately preceding the commencement of the leave;
- F. Medical verification is required for employee or ill family member for medical leave period;
- G. 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.
- H. 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.
- I. Pregnancy disability is not covered under this section and is covered by the California Fair Employment and Housing Act which allows up to four (4) months of leave depending on the actual disability (see Section 13.03).
- J. 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.
- K. Any request for additional leave may be made pursuant to Section 13.02. Requests for leave time using multiple time off provisions may not exceed the total amount allowed pursuant to Section 13.02.
- L. 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.

## **12.05 Bereavement Leave**

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

A leave of absence with pay of up to forty (40) hours per incident may be granted an employee by the Chief of Police in the event of a death in the employee’s immediate family which shall for the purpose of this section include spouse, parent, son, daughter, grandparent, sibling, mother-in-law or father-in-law, grandchild of the employee or spouse, son-in-law, daughter-in-law, grandparent-in-law, sister-in-law, brother-in-law,

registered domestic partner, or other 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 Human Resources Director or City Manager has the discretion to approve that leave upon application.

## **12.06 Continuation of Insurance Benefits During Unpaid Leaves of Absence**

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

### **12.06.01 Personal Leave**

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

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

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

### **12.06.02 Medical Leave**

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

### **12.06.03 Family Leave**

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

## **SECTION 13.00 - BENEFITS**

### **13.01 Medical Plan**

The City shall provide a medical insurance plan to employees and eligible dependents through the California Public Employees' Retirement System (CalPERS). The City will contribute a monthly amount to CalPERS pursuant to Government Code Section 22892 of the Public Employees Medical and Hospital Care Act (PEMHCA).

In accordance with IRS Code Section 125, the City will provide a flexible benefits plan ("cafeteria plan") to all eligible employees. If an employee elects to participate in a medical plan, the maximum monthly City contributions to the cafeteria plan is the cost of the Blue Shield HMA Plan (for the Bay Area/Sacramento region) less the following employee contribution amounts:

Employee Only:	\$0
Employee & One Dependent	\$37.80
Family:	\$45.00

In no event will the maximum monthly City contribution exceed the premium for the plan in which the employee is enrolled. In no event will additional employees receive cash back based on the plan chosen. Employees who are currently receiving cash back will continue to receive the payment and, should they change their benefit plan, the cash back amount may decrease or cease (depending on the plan chosen) but will never increase. Should a change in plan eliminate the cash back payment, the elimination is permanent regardless of future benefit plan choices.

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

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

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

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

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

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

### **13.02 Retiree Medical Plan**

Covered employees, who retire under the provisions of the City's contract with CalPERS, are currently eligible to continue CalPERS medical coverage. The City will contribute a monthly amount to CalPERS pursuant to Government Code Section 22892 of the Public

Employees Medical and Hospital Care Act (PEMHCA), currently \$ for 2015 and adjusted annually by CalPERS.

**13.03 Retiree Medical Incentive**

In addition to the PEMHCA minimum monthly contribution amount pursuant to Government Code Section 22892 (currently \$ \$ 122 for 2015) that the City contributes for all employees in a CalPERS medical plan, employees currently on the City’s retiree medical plan and future covered employees who receive regular service retirement from PERS and have at least five (5) years of continued service with the City and are at least fifty (50) years of age, will receive a retiree medical benefit in the amount of \$139 per month. This benefit 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 67) or other Federal or State health programs, solely on account of age.

Employees who retire, with more than twenty (20) years of City service, will have their medical incentive increased to 75% of the cost of employee-only coverage of the second highest PERS HMO plan from only among those plans available in Santa Cruz County at the time of ratification of this agreement (less the contribution listed in Section 14.02 (Retiree Medical Plan) of this Memorandum). 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 67) or other Federal or State health programs, sole on account of age.

**13.04 Dental and Vision Program**

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

	<u>In-Network</u>	<u>Out-of-Network</u>
Annual Deductible	\$25/person, \$75/family	\$25/person, \$75/family
Annual Maximum	\$1,500/person	\$1,700/person
Preventive	100%	80%
Basic Restoration	80%	80%
Major Restoration	50%	50%
Orthodontia	50% up to \$2,000 lifetime	50% up to \$2,000 lifetime maximum/person (up to age 23) maximum/person (up to age 23)

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

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

Frames	100% up to \$115 plus 20% off any out-of-pocket costs, every 24 months
Contacts	100% (in lieu of glasses) up to \$105, every 12 months

**13.05 Long Term Disability**

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

**13.06 Life Insurance**

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

Basic Life: \$25,000

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

**SECTION 14.00 - MANAGEMENT BENEFITS**

**14.01 Management Vacation**

In the pay period that includes January 1 of each year, all management employees will be credited with eighty (80) hours additional vacation time in addition to their normal authorized vacation allowance. This additional vacation shall be designated as management vacation. Employees shall have the option of being paid for up to forty (40) hours of this management vacation in the last full pay period in December of each year. Employees who do not use all of their management leave prior to the last full pay period in December each year; will only be credited at the start of the subsequent year with sufficient hours to maintain an eighty (80) hour balance. Employees who use all of their management vacation prior to the year's end and who leave City service during this year will have the monthly pro-rated share of the management vacation subtracted from their other unused vacation accrual.

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

**14.02 Optional Management Benefit**

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

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

1. Payment to deferred compensation (not as an “employer contribution”);
2. Purchase of additional vacation leave, not to exceed the Vacation Accrual Limit in Section 11.02 (Accrual Limit);
3. Direct payment to the employee.

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

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

### **14.03 Deputy Chief Vehicle Allowance**

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

## **SECTION 15.00 - GRIEVANCE PROCEDURE**

### **15.01 Purpose**

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

Any employee covered by this Memorandum may file a grievance.

### **15.02 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.



### **15.03 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.

### **15.04 Procedures**

#### **15.04.01 Step I**

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

#### **15.04.02 Step II**

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

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

1. A brief statement as to the date of the occurrence on which the grievance is based and the facts as the grievant sees them.
2. The rule, regulation, act or law enforcement code of ethics on which the grievance is based.
3. The action the grievant believes will resolve the grievance.
4. Signature of the employee.

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

### **15.04.03 Step III**

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

The City Manager or his/her representative shall set a hearing within ten (10) working days of receiving the appeal. The grievant, his/her representative and other parties summoned by the City Manager or representative shall attend the hearing to present testimony or evidence concerning the grievance. The parties may bring a reasonable number of witnesses to the hearing.

The City Manager or his/her representative shall render a written decision to all parties directly involved within fifteen (15) working days following the hearing.

### **15.04.04 Step IV**

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

Within ten (10) working days from the date of receipt of the appeal, the parties may mutually agree on a neutral party from an independent source to serve as an arbitrator. In the event the parties fail to agree on the neutral party, they shall immediately thereafter jointly request the California State Mediation and Conciliation Service to submit to them a list of five (5) persons qualified and available to act as arbitrator.

If such a list is requested from the State Mediation and Conciliation Service, the parties within five (5) working days of receipt of the list, shall mutually agree upon the person on the list who shall be the Arbitrator. If one person is not mutually agreed upon, the parties shall within five (5) days after receipt of the list of names alternately strike two (2) names from such list with the last remaining name to be the person serving as Arbitrator. The party having first choice to strike a name from the list shall be determined by lot.

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

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

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

## **SECTION 16.00 - DISCIPLINARY APPEAL PROCEDURE**

### **16.01 Definition**

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

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

### **16.02 Pre-Action Procedure**

#### **16.02.01 Step I**

Prior to imposing disciplinary action, the supervisor shall first provide the employee a preliminary written notice of the proposed action stating the effective date and the specific grounds and particular facts upon which the action will be taken. The employee shall have access to any known written materials, reports, or documents upon which the action is based.

The employee shall have the right to respond to the charges within five (5) working days from receipt of the notice either orally, in writing, or both, to the Chief of Police. If the Chief of Police is personally involved in the initial investigation and notice process, the City Manager or Director of Human Resources shall appoint a designee to hear the response.

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

#### **16.02.02 Step II**

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

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

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

### **16.03 Post-Action Appeal**

#### **16.03.01 Step III**

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

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

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

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

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

#### **16.03.02 Step IV**

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

Within ten (10) working days from the date of receipt of the appeal, the parties may mutually agree on a neutral party from an independent source to serve as an arbitrator. In the event the parties fail to agree on the neutral party, they shall immediately, thereafter, jointly request the California State Mediation and Conciliation Service to submit to them a list of five (5) persons qualified and available to act as arbitrator.

If such a list is requested from the State Mediation and Conciliation Service, the parties within five (5) working days of receipt of the list, shall mutually agree upon the person on the list who shall be the arbitrator. If one person is not mutually agreed upon, the parties shall within five (5) days after receipt of the list

of names alternately strike two (2) names from such list with the last remaining name to be the person serving as arbitrator. The party having first choice to strike a name from the list shall be determined by lot.

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

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

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

## **SECTION 17.00 - WRITTEN REPRIMANDS**

A written reprimand may be issued by an employee's supervisor if an employee has violated a City rule, provision of the M.O.U., or if his/her performance is in need of improvement. Written reprimands shall be placed in the employee's personnel file and shall be removed after five (5) years, in accordance with Section 18.01 (Purging Written Reprimands) of this Memorandum. An employee shall have the right to prepare a written response to the reprimand and have said response placed in his/her personnel file. An employee may appeal the supervisor's decision to issue a written reprimand to the Chief of Police by filing an appeal to the Chief of Police within five (5) working days of receipt of the reprimand. The Chief of Police's decision regarding the written reprimand shall be final.

### **17.01 Purging of Written Reprimands**

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

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

## **SECTION 18.00 - LOSS OF POSITIONS**

The City agrees that, during the term of this MOU, the structure of the Police Management Association will not fall below seven (7) positions.

## **SECTION 19.00 - SEVERABILITY**

This memorandum is subject to all current, future and applicable Federal and State laws, State

regulations, the Santa Cruz Charter, and the State Constitution.

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

**SANTA CRUZ POLICE  
MANAGEMENT ASSOCIATION**

**CITY OF SANTA CRUZ**

Date:

Date:

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Bernie Escalante, Lieutenant

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Lisa Murphy, Human Resources  
Director

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Steve Clark, Deputy Police Chief

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Tim Davis, Chief Negotiator

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Marcus Pimentel, Finance Director



**City of Santa Cruz**  
 California  
 Human Resources  
**Salary Compensation Plans**

Page 1 of 1  
 09/17/2015  
 Effective Date: 09/12/2015  
 Deliver To: cruser

Sorted by: Grade Description

Grade Code	Description	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I
<b>Police Management</b>										
550	DEPUTY POLICE CHIEF	11,811	12,402	13,022	13,673	14,357				
		68.1404	71.5500	75.1269	78.8827	82.8288				
552	POLICE LIEUTENANT	11,770	12,359	12,977						
		67.9038	71.3019	74.8673						



POLICY TITLE      DISCRIMINATION AND HARASSMENT POLICY

POLICY STATEMENT:

It is the policy of the City of Santa Cruz to maintain and promote a working environment free from discrimination and harassment; and to provide all current and prospective employees with equal opportunity in employment regardless of race, creed, color, national origin, ancestry, religion, disability, medical condition, sex, gender (including gender identity and gender expression), physical characteristics, marital status, age, sexual orientation, organizational affiliation, or veteran status (later referred to as “Protected Categories”).

This policy pertains to all aspects of employment with the City or the application for employment with the City including, but not limited to, recruitment, selection, placement, assignment, compensation, benefits, training, transfer, promotion, evaluation, discipline, and termination.

Definitions:

Discrimination as used in this policy is defined as the treatment or consideration of, or making a distinction in favor of or against, an employee on the basis of the above-listed protected categories including, but not limited to, any of the following forms:

- a) basing an employment decision on job applicant’s or employee’s protected status;
- b) treating an applicant or employee differently with regard to any aspect of employment because of their protected status;
- c) engaging in harassment, as more specifically defined below; and
- d) taking adverse employment action (i.e., demotion, transfer, discipline, or termination) against an employee based on the employee opposing discrimination in the workplace; assisting, supporting, or associating with a member of a protected category who complains about discrimination, or assisting in an investigation of discrimination.

Harassment as used in this policy is defined as the persistent disturbance or irritation of an employee on the basis of the above-listed protected categories including, but not limited to, any of the following forms:

- a) verbal harassment such as epithets, derogatory comments, or slurs;
- b) physical acts such as assault or impeding or blocking movement;
- c) visual insults such as derogatory posters, drawings, or photographs; and
- d) unwanted sexual advances, requests for sexual favors, and other acts of a sexual nature.

Employee as used in this policy is defined as an individual performing business activities under direct supervision of another City employee and includes full-time, part-time, and temporary employees and volunteers.

Equal Employment Opportunity Committee (EEOC) as used in this policy is an advisory body consisting of nine (9) members including representatives from the community appointed by the

City Council, employees appointed by the City Manager, and employees appointed by various labor groups.

Responsibilities:

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

Such discrimination or harassment shall not be tolerated, condoned, or trivialized. The City is committed to take action (against any harasser) which will end the discriminating or harassing conduct. If a City employee, the harasser shall be subjected to appropriate discipline, including possible dismissal, upon consideration of the findings and recommendations of the City Manager or his/her representative.

2. The City Manager shall fully accept and support the City's commitment to prevent discrimination and harassment as a means to assure full equal employment opportunity for all prospective and current employees, including the following:
  - a) defining and assigning specific responsibilities throughout the organization for the development, implementation, and monitoring of this policy;
  - b) appointing one (1) department head and three (3) employee representatives to the EEOC;
  - c) ensuring all department heads support this policy;
  - d) reviewing the recommendations of the EEO Coordinator on the resolution of complaints appealed under the Administrative Procedure Order (APO) Discrimination/Harassment Policy Implementation and Complaint Procedure, and making final decisions in each such complaint; and
  - e) ensuring that an EEO Report is completed and submitted annually to the City Council.
3. The Human Resources Department (HR) Director shall be responsible for:
  - a) ensuring that this policy, its definition of discrimination and harassment, and the complaint procedures are disseminated to all employees;
  - b) providing guidance, training sessions, and assistance to department heads, managers, supervisors, and employees on dealing with discrimination and harassment within their areas of responsibility;
  - c) investigating, resolving, and making findings and recommendations on complaints of discrimination and harassment that are reported according to established informal and formal grievance procedures as set forth in APO Discrimination/Harassment Policy Implementation and Complaint Procedure;
  - d) coordinating the annual EEO report, to include data on the make-up of the City workforce and the representation of protected classes, and distributing the report to the

City Council, City staff, the public, and Federal and state agencies as requested or required;

- e) regularly reviewing and revising personnel policies, procedures, and practices to eliminate non-job-related criteria, minimize the opportunity for discrimination and harassment, and ensure compliance with all legal requirements for equal employment opportunity; designing, implementing, and monitoring a recruitment program to draw all qualified applicants; and
  - f) designating an EEO Coordinator, who will assist the HR Director with EEO-related activities and staff the EEOC.
4. Department Heads, Managers, and Supervisors shall all be responsible for:
- a) giving their full support to this policy through active cooperation, leadership, and personal example;
  - b) informing employees in their respective departments or areas of responsibility of their rights and responsibilities regarding discrimination and harassment under this policy;
  - c) ensuring that their employees have equal access to training and promotional opportunities;
  - d) acting to prevent discrimination and harassment of any employee; and
  - e) cooperating with the HR Director in resolving complaints involving employees in their respective departments.
5. Employees of the City shall be responsible for lending their personal support and cooperation in maintaining equal employment opportunities in the City. Employees shall cooperate fully with all investigations of discrimination and harassment and implementation of remedial measures and shall not retaliate against complainants or witnesses. All employees shall attend sexual harassment and cultural diversity training.
6. The EEOC shall act in an advisory capacity to the City Council in all matters pertaining to EEO and be responsible for serving as a communication channel between City employees, the community, the City Manager, and the EEO Coordinator on any EEO activities and concerns.

Additional Applications and Considerations:

- Complaints may be filed by any individual who feels discriminated against or harassed, or a representative of their choice, on their behalf. The procedure for resolving complaints alleging discrimination or harassment are set forth in APO Discrimination/Harassment Policy Implementation and Complaint Procedure. 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 discrimination and harassment exist in their companies.
- All Memoranda of Understanding entered into by the City and any employee organization shall contain an appropriate non-discrimination/harassment clause.

- 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 identified in this policy.
- Sexual harassment prevention and cultural diversity awareness training is mandatory for all City employees and City Councilmembers.
- All City employment announcements, brochures, procedures, advertisements, and application forms will state that the City is an Equal Opportunity Employer. The Human Resources Department will also inform all outreach recruitment and referral sources of the City's Discrimination and Harassment Policy and request that sources actively recruit and refer qualified applicants from all sectors of the community.
- In support of recruitment and retention efforts, City management shall consider the viability of participating in or developing supportive programs in such areas as: job-related skill training and education, job development, career counseling, transportation, day care, and health care.
- Where groups of employees are featured in the City's publications and communications (i.e., text and photographs), insofar as possible, the materials should illustrate that the City's workforce is as diverse as the populace it serves.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998

HISTORY: Revision by Resolution No. NS-28,533 July 24, 2012  
Revision by Resolution No. NS-28,823 September 9, 2014

City of Santa Cruz  
Administrative Procedure Order  
Section II, #1A (Revised January 2014)

II-1A

TO: All Department Heads

SUBJECT: DISCRIMINATION/HARASSMENT POLICY IMPLEMENTATION  
AND COMPLAINT PROCEDURE

### PURPOSE

The purpose of this document is to confirm the City's commitment to prohibit and prevent unlawful discrimination and harassment in employment, and provide a City complainant an investigation procedure to resolve complaints of alleged discrimination or harassment in violation of the law or City Council Policy 25.2 (Discrimination and Harassment Policy).

### POLICY STATEMENT

It is the policy of the City of Santa Cruz to maintain and promote a working environment free from discrimination and harassment; and to provide all current and prospective employees with equal opportunity in employment regardless of race, creed, color, national origin, ancestry, religion, disability, medical condition, sex, gender (including gender identity and gender expression), physical characteristics, marital status, age, sexual orientation, organizational affiliation, or veteran status (later referred to collectively as "Protected Categories").

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

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

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

#### DISSEMINATION OF POLICY AND TRAINING

All employees, supervisors, and managers shall receive a copy of this Administrative Procedure Order and City Council Policy 25.2 and shall also attend sexual harassment and cultural diversity training according to the following schedule:

- 1) All new employees – Harassment and Cultural Diversity courses within the first year of hire.
- 2) Supervisors – Harassment training within six months of gaining supervisory responsibilities and a refresher no less frequently than every two years.

Posters explaining local, State, and Federal non-discrimination laws will be prominently displayed in the Human Resources Office. The City's Equal Employment Opportunity Policy will also be posted on the Human Resources Office bulletin board and the City's internal and external websites.

#### REASONABLE ACCOMMODATION FOR DISABILITY (as required by the *Americans with Disabilities Act*)

Disability is defined as: a) a physical or mental impairment that substantially limits one or more major life activities; b) having a documented record of such an impairment; or c) being regarded as having such an impairment.

Accommodation is any change in the work environment or in the way things are customarily done that enables an individual with a disability to enjoy equal employment opportunities. It means modifications or adjustments to: a) a job application process to enable an individual with a disability to be considered for the position; b) the work environment in which a position is performed so that a person with a disability can perform the essential functions of the position; and c) enable individuals with disabilities to enjoy equal benefits and privileges of employment as employees without disabilities enjoy.

#### 1. Inclusions

Accommodation includes making existing facilities and equipment used by employees readily accessible to and usable by individuals with disabilities. Accommodation applies to: a) all employment decisions and to the job application process; b) all services and programs provided in connection with employment; c) non-work facilities provided in connection with employment; and d) known disabilities only.

2. **Exclusions**

Accommodation is not required if: a) it eliminates essential functions of a position from the person's job; or b) adjustments or modifications requested are primarily for the benefit of the person with a disability. The law does not require an accommodation that imposes an "undue hardship" on the operation of the City. Undue hardship means significant difficulty or expense incurred in the provision of accommodation relative to the operation of the City's program and includes, but is not limited to, financial difficulty. Undue hardship refers to any accommodation that would be unduly costly, extensive, substantial, disruptive, or that would fundamentally alter the nature or operation of the City. Whether a particular accommodation will impose an undue hardship is determined on a case-by-case basis. The following factors will be considered in determining whether an accommodation would create undue hardship: a) the nature and cost of the accommodation; b) the financial resources of the City; c) the number of employees; and d) the type of operations of the City, including the composition and functions of its workforce.

3. **Determining the Appropriate Accommodation**

Where a particular accommodation would result in an undue hardship, the City must determine if another accommodation is available that would not result in an undue hardship. If a qualified individual with a disability requests the provision of a reasonable accommodation, the City shall engage in an informal, interactive process with the person with a disability which identifies the precise limitations resulting from the disability and potential accommodations that could overcome those limitations. The accommodation process shall generally involve five (5) steps.

- First, the City shall analyze the particular job at issue and determine its purpose and essential functions.
- Second, the City shall consult with the individual with a disability to ascertain the precise job-related limitations imposed by the individual's disability.
- Third, the City shall consult with the individual with a disability and, if desired by the agency, the appropriate rehabilitation or ergonomics consultant to identify potential accommodations and the necessary modifications.
- Fourth, the City shall assess the effectiveness of each potential accommodation with regard to enabling the individual to perform the essential functions of the position.
- Finally, the City shall consider the preference of the individual to be accommodated and select and implement the accommodation that is most appropriate for both the employee and the agency.

## DISCRIMINATION AND HARASSMENT COMPLAINT PROCEDURE

This complaint procedure is available to City of Santa Cruz employees and individuals who believe that they have been subjected to discrimination and/or harassment in relation to employment with the City of Santa Cruz.

Complainants, and employees alleged to have engaged in discrimination or harassment, may choose to be represented at any or all steps in the complaint process.

### **I. Filing a Complaint**

Complaints may be submitted to an employee's immediate supervisor, any supervisor or manager within or outside the department, the department head, or the Human Resources Director within one (1) year of the date the alleged action occurred. Any City of Santa Cruz supervisor, manager, or department head who receives a discrimination or harassment complaint shall notify the Human Resources Director immediately upon receipt of the complaint. Complaints may be presented orally or in writing.

Written complaints should include the following information:

- The name, address, and telephone number of the complainant.
- The basis for the alleged discrimination or harassment (protected category and/or retaliation).
- The specific discriminatory practice(s) or incident(s) that have occurred.
- The names of any persons thought to be responsible for the discrimination/harassment.
- The remedy the complainant is seeking as a result of the complaint.
- The name, address, and telephone number of the complainant's representative, if any.

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

### **II. Investigation and Resolution**

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



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

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

### **III. City Manager Review**

Complainants who are not satisfied with the Human Resources Director's determination may request a review by the City Manager (or his/her representative), in writing, within ten (10) workdays following receipt of the Human Resources Director's determination. The City Manager (or his/her representative) shall review the complainant's written appeal and the investigative findings and shall render a written decision within thirty (30) workdays following the review.

### **IV. Additional Remedies**

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

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

Department of Fair Employment and Housing  
2570 North First Street, Suite 480  
San Jose, CA 95131  
Phone: (408) 325-0344 or (800) 884-1684  
Videophone for the DEAF (916) 226-5285  
E-mail: [contact.center@dfeh.ca.gov](mailto:contact.center@dfeh.ca.gov)

Equal Employment Opportunity Commission  
San Jose Office  
96 North Third Street, Suite 250  
San Jose, CA 95112  
Phone: (800) 669-4000  
Fax: (408) 291-4539  
TTY: (800) 669-6820